



WALKER COUNTY COMMISSIONERS COURT

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



COLT CHRISTIAN
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
REGULAR SESSION
MONDAY, JANUARY 30, 2023
9:00 A.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

BRANDON DECKER
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

1. Approve minutes from Commissioners Court Regular Session on January 17, 2023.
2. Approve minutes from Commissioners Court Special Session on January 23, 2023.
3. Approve Walker County COVID-19 Disaster Declaration Extension.
4. Approve Disbursement Report for the period of 01/17/2023-01/18/2023.
5. Approve Order 2023-37, Treasurer Report for September 2022.
6. Approve Proclamation 2023-38, Jerry Nemec Day.
7. Receive financial information as of January 25, 2023, for the fiscal year ending September 30, 2023.
8. Approve payment of claims and invoices submitted for payment
9. Receive Treasurer Investment Report for December 2022.
10. Receive District Clerk Report for January 2023.
11. Receive WCAD Report for December 2022.
12. Receive Planning and Development Report for December 2022 with Minor Plat reporting for October 2022 and December 2022.
13. Receive Certification of Completion on the Texas Open Meetings Act for Commissioner Decker and Judge Christian.
14. Receive Certification of Completion on the Public Information Act for Commissioner Decker and Judge Christian.
15. Receive Employee Injury Report.

STATUTORY AGENDA

Special Prosecution Unit

16. Discuss and take action on approval of meal purchases for the SPU Executive Board meeting scheduled for March 2023. – Jack Choate/Laura Yosko
17. Discuss and take action on approval of meal purchases for the SPU Executive Board meeting scheduled for June 2023. – Jack Choate/Laura Yosko

Emergency Management

18. Discuss and take action on appointing Chase Fryar, Livestock Deputy as Local Rabies Control Authority replacing Butch Davis. – Butch Davis

Purchasing

19. Discuss and take action to award C2360-23-004, Annex Replacement Windows, American Glass & Mirror, not to exceed \$95,075 – Charlsa Dearwester
20. Discuss and take action to award C2360-23-006, Vehicle & Voter Registration Flooring, Ward Furniture, not to exceed \$27,890, to be paid with budgeted funds. – Charlsa Dearwester
21. Discuss and take action to utilize multiple DIR deliverables-based information technology services (DBITS) contracts for The Evolvers Group and authorize the purchasing agent to sign all work orders submitted so long as it is within the budgeted funds for the project. – Charlsa Dearwester

Commissioners Court

22. Discuss and take action on SETH funding agreement and distribution of funds. – Judge Christian

Walker County Commissioners Court – Regular Session – January 30, 2023 – Agenda (cont'd)

23. Discuss and take action on roof repairs to the Samuel Walker Museum and Cultural Center. – Commissioner White
24. Discuss and take action on the Interlocal Agreement between Walker County and Walker County Appraisal District for driveway repairs. – Commissioner White

Planning and Development

25. Public hearing concerning [Plat # 2022-053] Re-Plat of Lots 1 and 3 of the Glenn Dale Cougot 44.0 Acre Subdivision, George A. Lamb Survey, A-326 - Didlake Road - Pct. 2. – Andy Isbell
26. Discuss and take action on [Plat # 2022-053] Re-Plat of Lots 1 and 3 of the Glenn Dale Cougot 44.0 Acre Subdivision, George A. Lamb Survey, A-326 - Didlake Road - Pct. 2. –Andy Isbell
27. Discuss and take action on exception to plat requirement under Section 232.010 of the Texas Local Government Code for Pamela Kay Colley 13.00 Acre Tract (being portions of Lot 39 and 40) in the Oak Creek Subdivision, Azara Webb Survey, A-608, FM 3179 and Pool Road - Pct. 2. – Andy Isbell
28. Discuss and take action on Pamela Kay Colley request for variance to Section B2.2 of the Walker County Subdivision Regulations regarding lot depth to width ratio for [Plat application # P 2022-034] Pamela Kay Colley 13.00 Acre Subdivision, Azara Webb Survey, A-608 - FM 3179 / Pool Road – Pct. 2. – Andy Isbell
29. Discuss and take action on James B. Rigby request for extension for Permit # 2021-0271. – Andy Isbell
30. Discuss and take action on transfer of funds from General Fund Contingency to Vehicle Repairs 101-75100-61020 not to exceed \$ 5,700.00 to replace the transmission for FAS # 12764. – Andy Isbell
31. Discuss and take action on Mid-South Electric Cooperative Utility Installation Request for underground fiber along Walker Loop - Pct. 2. – Andy Isbell
32. Discuss and take action on Gibbs Brothers and Company request for waiver of fee(s) [Variance Request Fee / OSSF Subdivision Review Fee] for 4.0 acres out of 352.39 acre tract in the G.A. Lamb Survey, A-326 - SH 30 W - Pct. 2. – Andy Isbell
33. Discuss and take action on Gibbs Brothers request for variance to Section 3.1 of the Walker County Subdivision Regulations regarding platting requirements for approx. 4.0 acres out of a 352.39 acre tract in the G.A. Lamb Survey, A-326 - SH 30 W - Pct. 2. – Andy Isbell

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.
- 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

Walker County Commissioners Court – Regular Session – January 30, 2023 – Agenda (cont'd)

ADJOURN

On this 26th day of January 2023, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



Colt Christian, 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 26th day of January, 2023, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 26th day of January, 2023.



Kari A. French, County Clerk

FILED FOR POSTING
At 2:05 o'clock P M

JAN 26 2023

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By K French Deputy



**MINUTES for Walker County Commissioners Court
REGULAR SESSION
Tuesday, January 17, 2023, 9:00 a.m.**



CALL TO ORDER

Be it remembered, Commissioners Court of Walker County was called to order by County Judge, Colt Christian at 9:02 a.m. in Commissioners Courtroom, 1st Floor, 1100 University Avenue, Huntsville Texas.

County Judge	Colt Christian	Present
Precinct 1, Commissioner	Danny Kuykendall	Present
Precinct 2, Commissioner	Ronnie White	Absent
Precinct 3, Commissioner	Bill Daugette	Present
Precinct 4, Commissioner	Brandon Decker	Present

County Judge, Colt Christian stated a quorum was present. County Clerk, Kari French, certified the notice of the meeting was given in accordance with Section 551.001 of the Texas Government Code.

GENERAL ITEMS

Pledge of Allegiance and Texas Pledge were performed.
Prayer was led by Pastor, James Ray Necker.

CONSENT AGENDA

1. Approve minutes from Commissioners Court Regular Session on January 3, 2023.
2. Approve Walker County COVID-19 Disaster Declaration Extension issued January 3, 2023.
3. Approve Disbursement Report for the period of 01/03/2023 – 01/04/2023.
4. Receive Order for Appointment of Walker County Auditor and Order for Salary and Any Other Allowance to Walker County Auditor and Assistants.
5. Receive financial information as of January 10, 2023, for the fiscal year ending September 30, 2023.
6. Approve payment of claims and invoices submitted for payment
7. Receive Financial Exhibit for the Period October 1, 2021 to September 30, 2022.
8. Receive Tax Assessor-Collector's Continuing Education Transcript 2022 - Compliance with Section 6.231 of the Texas Property Tax Code.
9. Approve GLO and HUD reports, GrantWorks/CDBG GLO Hurricane Harvey Grant Contract 20-065-104-C279 for December 2022.
10. Approve 2023 Eminent Domain Report.
11. Approve IRS 2023 Mileage Rate of \$0.655/mile.

Commissioner Daugette spoke regarding updates in item 9.

MOTION: Made by Commissioner Daugette to APPROVE Consent Agenda as presented.
SECOND: Made by Commissioner Kuykendall.
VOTE: Motion carried unanimously.

STATUTORY AGENDA

Emergency Management

12. Discuss and take action on Walker County Storm Shelter Lease Agreement.
Sherri Pegoda and Butch Davis presented information. There was discussion regarding the need for entities to have insurance that use the facility. Lisa McCaig with TAC also spoke regarding the amount of coverage needed being one million dollars. There was a few other concerns the Court went over.

MOTION: Made by Judge Christian to APPROVE Walker County Storm Shelter Lease Agreement as presented with changes, Insurance, Hold Harmless, No Alcohol, No Glitter and Security optional with all changes effective 1/17/2023.
SECOND: Made by Commissioner Daugette.
VOTE: Motion carried unanimously.

Emergency Medical Services

13. Discuss and take action on acceptance of the Firehouse Subs Public Safety Foundation Board of Directors award to Walker County, on behalf of Walker County Emergency Medical Services, of the requested Can Am Defender Pro ATV with EMS Skid Unit, Roof, Windshield, Lights, Doors, Mirrors, Trailer & Accessories (Including Labor up to \$1000) valued at up to \$40,040.75.
Rachel Parker presented information.

MOTION: Made by Commissioner Daugette to APPROVE the Firehouse Subs Public Safety Foundation Board of Directors award to Walker County, on behalf of Walker County Emergency Medical Services.
SECOND: Made by Commissioner Decker.
VOTE: Motion carried unanimously.

District Attorney

14. Discuss and take action on Resolution 2023-32, District Attorney's Office Victim's Assistance Coordinator Grant.
Quentin Russell presented information via zoom. This does not require a match.

MOTION: Made by Commissioner Kuykendall to APPROVE Resolution 2023-32, District Attorney's Office Victim's Assistance Coordinator Grant.
SECOND: Made by Commissioner Daugette.
VOTE: Motion carried unanimously.

Purchasing

15. Discuss and take action to approve Master Cooperative Purchasing Agreement between Sheriffs' Association of Texas and Walker County.
Charlsa Dearwester presented information.

MOTION: Made by Commissioner Daugette to APPROVE Cooperative Purchasing Agreement between Sheriffs' Association of Texas and Walker County.
SECOND: Made by Commissioner Kuykendall.
VOTE: Motion carried unanimously.

16. Discuss and take action on transferring Walker County building plans to digital media.
Charlsa Dearwester presented information.

MOTION: Made by Commissioner Daugette to APPROVE the Purchasing Department to go forward regarding transferring Walker County building plans to digital media and for other needs and use across County Departments.
SECOND: Made by Commissioner Decker.
VOTE: Motion carried unanimously.

17. Discuss and take action on purchasing camera upgrade and replacement at Storm Shelter, not to exceed \$17,514.95, to be paid from budgeted funds.
Charlsa Dearwester presented information.

MOTION: Made by Commissioner Decker to APPROVE purchasing camera upgrade and replacement at Storm Shelter, not to exceed \$17,514.95 from budgeted funds.
SECOND: Made by Commissioner Kuykendall.
VOTE: Motion carried unanimously.

Auditor

18. Discuss and take action approving Order 2023-29 amending the personnel allocation budget for the fiscal year October 1, 2022 to September 30, 2023.
Patricia Allen presented information.

MOTION: Made by Commissioner Daugette to APPROVE Order 2023-29.
SECOND: Made by Commissioner Decker.
VOTE: Motion carried unanimously.

19. Discuss and take action approving Order 2023-30 amending the budget for the fiscal year October 1, 2022 to September 30, 2023.
Patricia Allen presented information.

MOTION: Made by Commissioner Daugette to APPROVE Order 2023-30 amending the budget for the fiscal year October 1, 2022 to September 30, 2023.
SECOND: Made by Commissioner Kuykendall.
VOTE: Motion carried unanimously.

Commissioners Court

20. Discuss and take action on Resolution 2023-33, Additional Measures to Secure the Border.
Commissioner Kuykendall presented information.

MOTION: Made by Commissioner Kuykendall to **APPROVE** Resolution 2023-33, Additional Measures to Secure the Border.
SECOND: Made by Commissioner Daugette.
VOTE: Motion carried unanimously.

21. Discuss and take action on driveway repairs for the Walker County Appraisal District.
Commissioner Daugette presented information.

MOTION: Made by Commissioner Daugette to **APPROVE** authorizing the County to draft an inter-local agreement with Walker County Appraisal District for driveway repairs.
SECOND: Made by Commissioner Decker.
VOTE: Motion carried unanimously.

22. Discuss and take action to approve Interlocal Agreement with the City of Riverside for Project Work, as described in Project 2023-001 for FY2022-2023.
Commissioner Daugette presented information.

MOTION: Made by Commissioner Daugette to **APPROVE** Interlocal Agreement with the City of Riverside for Project Work, as described in Project 2023-001.
SECOND: Made by Commissioner Decker.
VOTE: Motion carried unanimously.

23. Discuss and take action on acceptance of a drainage easement from the Riverside Harbor Property Owners Association.
Commissioner Daugette presented information.

MOTION: Made by Commissioner Daugette to **APPROVE** acceptance of a drainage easement from the Riverside Harbor Property Owners Association.
SECOND: Made by Commissioner Kuykendall.
VOTE: Motion carried unanimously.

24. Discuss and take action on using CDBG MIT-MOD grant funds for repairs to the Walker County Storm Shelter.
Commissioner Daugette presented information.

ACTION: **PASS at this time to be brought back at a Special Session on Monday January 23, 2023.**

25. Discuss and take action on acquisition of a crack sealing machine.
Commissioner Daugette presented information.

ACTION: **PASS at this time to be brought back at a Special Session on Monday January 23, 2023.**

26. Discuss and take action on recommendations for repair or replacement of Oil Distributor truck.
Commissioner Daugette presented information.

ACTION: **PASS at this time to be brought back at a Special Session on Monday January 23, 2023.**

*Commissioner Daugette asked to deviate back to this item after item 38.
There was discussion regarding the repair.*

27. Discuss and take action on 30% design submittal of the Courthouse Exterior Improvement project.
Commissioner Daugette presented information.

ACTION: **PASS at this time to be brought back at a Special Session on Monday January 23, 2023.**

28. Discuss and take action on the appointment of Steve Lucher to the ESD #1 Board.

Commissioner Daugette presented information.

MOTION: Made by Commissioner Daugette to APPROVE appointment of Steve Lucher to the ESD #1 Board.

SECOND: Made by Commissioner Decker

PRESENT NOT VOTING: Commissioner Kuykendall

VOTE: Motion carried.

29. Discuss and take action on the purchase of a Kubota Tractor, SVL97-2HFC, in the amount of \$74,459.85, to be paid from budgeted funds, Pct.4.

Commissioner Decker presented information.

MOTION: Made by Commissioner Decker to APPROVE the purchase of a Kubota Tractor, SVL97-2HFC, in the amount of \$74,459.85, to be paid from budgeted funds, Pct.4 to be submitted to buy Board# CE 597-19.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

30. Discuss and take action on the purchase of a Claw Grapple and accessories, Buy board# 611-20, Land Pride, not to exceed \$6,101.50 to be paid from budgeted funds.

Commissioner Decker presented information.

MOTION: Made by Commissioner Decker to APPROVE the purchase of a Claw Grapple and accessories, Buy Board# 611-20, Land Pride, not to exceed \$6,101.50 to be paid from budgeted funds.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

31. Discuss and take action on paying dues to Southeast Texas Resource Conservation and Development, Inc. sponsorship dues for the year 2023.

Commissioner Decker presented information. There was discussion among the Court.

MOTION: Made by Commissioner Decker to APPROVE paying dues to Southeast Texas Resource Conservation and Development, Inc. sponsorship dues for year 2023.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

32. Discuss and take action on appointment of Commissioner Daugette to the Board of the Emergency Food and Shelter Program.

Judge Christian presented information.

MOTION: Made by Judge Christian to APPROVE appointment of Commissioner Daugette to the Board of the Emergency Food and Shelter Program.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

33. Discuss and take action on the Walker County Storm Shelter Agreement between H.E.A.R.T.S. Veterans Museum of Texas and Walker County.

Judge Christian presented information. There was discussion with the Court. Butch Davis also spoke regarding some of the changes.

MOTION: Made by Commissioner Daugette to APPROVE considering the current contract while they hold discussions on terms of a new agreement.

SECOND: Made by Commissioner Decker

VOTE: Motion carried unanimously.

34. Discuss and take action on accepting the resignation of Phillip Burnett, as Walker County Director on the Bluebonnet Groundwater Conservation District Board, and nomination of a new Director.

Judge Christian presented information.

MOTION: Made by Judge Christian to APPROVE accepting the resignation of Phillip Burnett, as the Walker County Director on the Bluebonnet Groundwater Conservation District Board, and nomination of the new Director to be Dr. Thornberry.

SECOND: Made by Commissioner Daugette

VOTE: Motion carried unanimously.

35. Discuss and take action on revision to Walker County Facility Use Policy, Section 6, and Item O.
Judge Christian presented information.

MOTION: Made by Judge Christian to APPROVE the revision to the Walker County Facility Use Policy, Section 6, and Item O.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

36. Discuss and take action on Facility Use Request 2023-31, for Girl Scout Troup 103016, to sell cookies on the Courthouse Lawn on Fridays 5 p.m.-8 p.m., Saturdays 9 a.m.- 4 p.m., and Sundays 1 p.m.- 4 p.m., beginning February 10, 2023-March 31, 2023.
Judge Christian presented information.

MOTION: Made by Commissioner Daugette to APPROVE Facility Use Request 2023-31, for Girl Scout Troup 103016 to allow 3 weekends between the dates February 18th and March 26th.

SECOND: Made by Commissioner Kuykendall.

VOTE: Motion carried unanimously.

37. Discuss and take action on Facility Use Request 2023-34, for Girl Scout Troup 103112, to sell cookies on the Courthouse Lawn on Saturdays 12 p.m.- 6 p.m., and Sundays 12 p.m. – 6 p.m., beginning February 18, 2023-March 26, 2023.
Judge Christian presented information.

MOTION: Made by Commissioner Daugette to APPROVE Facility Use Request 2023-34, for Girl Scout Troup 103112 to allow 3 weekends between the dates February 18th and March 26th.

SECOND: Made by Commissioner Kuykendall.

VOTE: Motion carried unanimously.

Planning and Development

38. Workshop on Commissioners Court policy for acceptance of roads for county maintenance.
Andy Isbell presented information.

ACTION: PASS at this time to be brought back at a Special Session on Monday January 23, 2023.

Commissioner Daugette asked to go back to item 26.

PUBLIC PARTICIPATION

Mrs. Rigsby spoke regarding the abuse and misuse of the American Covid and rescue funds. She states that the dis-advantaged of the community, children and seniors were not provided for.

ACTION: County Judge, Colt Christian adjourned the meeting at 10:23 a.m.

I, Kari A. French, County Clerk of Walker County, Texas, do hereby certify that these Commissioners Court Minutes are a true and correct record of the proceedings from the Meeting on January 17, 2023.

Walker County Clerk, Kari A. French

Walker County Judge, Colt Christian

Date Minutes Approved by Commissioners Court



MINUTES for Walker County Commissioners Court
SPECIAL SESSION
Monday, January 23, 2023, 9:00 a.m.



CALL TO ORDER

Be it remembered, Commissioners Court of Walker County was called to order by County Judge, Colt Christian at 9:03 a.m. in Commissioners Courtroom, 1st Floor, 1100 University Avenue, Huntsville Texas.

County Judge	Colt Christian	Present
Precinct 1, Commissioner	Danny Kuykendall	Present
Precinct 2, Commissioner	Ronnie White	Present
Precinct 3, Commissioner	Bill Daugette	Present
Precinct 4, Commissioner	Brandon Decker	Present

County Judge, Colt Christian stated a quorum was present. County Clerk, Kari French, certified the notice of the meeting was given in accordance with Section 551.001 of the Texas Government Code.

GENERAL ITEMS

Pledge of Allegiance and Texas Pledge were performed.
Prayer was led by Pastor, James Ray Necker.

STATUTORY AGENDA

Commissioners Court

1. Discuss and take action on using CDBG MIT-MOD grant funds for repairs to the Walker County Storm Shelter.

Commissioner Daugette presented information. Butch Davis was present by zoom and spoke regarding what needed to be repaired. Tara Burnett also spoke regarding repairs that would affect the Veterans Center. Larry Whitener with maintenance also spoke regarding the air system. Johnny Green via zoom also spoke regarding the grant funds. Charlsa Dearwester also spoke regarding the air repair and IT software. There was discussion among the Court.

MOTION: Made by Commissioner Daugette to APPROVE using CDBG MIT-MOD grant funds for repairs to the Walker County Storm Shelter as discussed in Court.
SECOND: Made by Commissioner White.
OPPOSED: Commissioner Kuykendall.
VOTE: Motion carried.

2. Discuss and take action on acquisition of a crack sealing machine.

Commissioner Daugette presented information. There was discussion among the Court on payment of the machine.

MOTION: Made by Commissioner Daugette to APPROVE to take action on acquisition of a crack sealing machine to be purchased out of the Road and Bridge general fund in an amount not to exceed \$ 90,000.00 from Crafcro Inc.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

3. Discuss and take action on 30% design submittal of the Courthouse Exterior Improvement project.
Commissioner Daugette presented information.

ACTION: PASS at this time. This was for an information update to the Court.

4. Discuss and take action on authorizing the County Judge to apply for the TxDOT 2023 Transportation Alternatives Call for Projects funds.

Commissioner Daugette presented information.

MOTION: Made by Commissioner Daugette to APPROVE authorizing the County Judge to apply for the TxDOT 2023 Transportation Alternatives Call for Projects funds.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

Planning and Development

5. Workshop on Commissioners Court policy for acceptance of roads for county maintenance.

ACTION: Workshop began at 9:56 a.m.

Commissioner White spoke regarding the growth of the roads with limited funding to maintain.

Andy Isbell spoke regarding the current policy and what was touched on in the new Subdivision Policy.

Josh Lust spoke regarding the needs on Townley Ranch Road.

County Auditor, Patricia Allen spoke regarding what is required from the County.

Assistant DA, Quentin Russell also spoke regarding the options.

There was discussion among the Court and they wish to look into options and solutions for the future.

ACTION: Workshop ended at 10:47 a.m.

ACTION: *County Judge, Colt Christian adjourned the meeting at 10:47 a.m.*

I, Kari A. French, County Clerk of Walker County, Texas, do hereby certify that these Commissioners Court Minutes are a true and correct record of the proceedings from the Meeting on January 23, 2023.

Walker County Clerk, Kari A. French

Walker County Judge, Colt Christian

Date Minutes Approved by Commissioners Court

DECLARATION OF LOCAL DISASTER FOR PUBLIC HEALTH EMERGENCY

WHEREAS, beginning in December 2019, a novel coronavirus, now designated as COVID-19, was detected in mainland China, and has since spread throughout the world; and

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic on March 11, 2020; and

WHEREAS, extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout Walker County, Texas; and

WHEREAS, County Judge Danny Pierce ordered a Local Disaster Declaration on March, 12, 2020; and

WHEREAS, subsequently, Walker County Commissioners' Court approved uninterrupted extensions to the Declaration of Local Disaster for Public Health Emergency; and

NOW, THEREFORE, the Walker County Commissioners' Court deems it necessary and so orders that the Declaration of Local Disaster is hereby extended until the next regular session of Commissioners' Court meeting or rescinded.

DATED this the 30th day of January, 2023.

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Pct. 1

Ronnie White
Commissioner, Pct. 2

Bill Daugette
Commissioner, Pct. 3

Brandon Decker
Commissioner, Pct. 4

Attest:

Kari A. French
County Clerk

Disbursement Report 01/17/2023-01/18/2023

Payment Journal DISB1 01/17/2023 6,412.40

Payment Journal DISB 01/17/2023 805,896.07

ACH PAYMENTS

ACH TOT 01/18/2023 29,425.83

ACH 01/18/2023 65,882.94

Payroll 667,652.92

Voided Checks:

DNP:

TCDR 394829.91

0.82

TDCJ 4974.58

0.14

Check register and eft/draft Total	1,975,075.61
Dynamics Total	(\$1,975,075.61)
- difference -**	-
Total Disbursement	\$ 1,975,075.61

Walker County Disbursement Report

01/17/2023- 01/18/2023

1 of 12

DatePaid	CheckReference	Vendor	CostCenter	Amount
1/17/2023	000000000005799	10129-Texas County & District Retirement S	Balance Sheet Accounts	394,829.91
1/17/2023	000000000005799	10129-Texas County & District Retirement S	Centralized Costs	0.82
1/17/2023	248633	10269-AT&T	Centralized Costs	1,022.00
1/17/2023	248634	10269-AT&T	Centralized Costs	956.12
1/17/2023	248634	10269-AT&T	Emergency Operations	448.02
1/17/2023	248634	10269-AT&T	Juvenile Probation Support - General Fund	99.56
1/17/2023	248634	10269-AT&T	Walker County EMS - Emergency Services	160.34
1/17/2023	248635	10269-AT&T	Centralized Costs	1,360.56
1/17/2023	248635	10269-AT&T	Walker County Central Dispatch Services	49.66
1/17/2023	248635	10269-AT&T	Walker County EMS - Emergency Services	43.66
1/17/2023	248636	13563-Piney Woods Sanitation, Inc.	Weigh Station Utilites and Services	48.00
1/17/2023	248637	10732-Quadient Leasing USA, Inc.	Centralized Costs	602.23
1/17/2023	248638	10130-TAC	Justice of Peace Precinct 3	45.00
1/17/2023	248639	10376-Texas Parks & Wildlife	Balance Sheet Accounts	218.45
1/17/2023	248640	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
1/17/2023	248641	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
1/17/2023	248642	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
1/17/2023	248643	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
1/17/2023	248644	10156-US Postmaster	Voter Registration	825.00
1/17/2023	248645	10757-A+ Locksmith	County Facilities	200.00
1/17/2023	248646	10900-Aflac	Balance Sheet Accounts	12,128.82
1/17/2023	248646	10900-Aflac	Centralized Costs	-0.02
1/17/2023	248647	13502-Antwi, Stephen	County Jail Inmate Medical Cost Center	8,500.00
1/17/2023	248648	10218-ASCO Equipment	Road and Bridge Precinct 3	17,008.42
1/17/2023	248649	13623-AT&T Corp	Adult Basic Supervision	1,930.58
1/17/2023	248650	12518-AT&T Mobility	Road and Bridge Precinct 4	71.30
1/17/2023	248651	10250-AT&T Mobility	Sheriff	111.10
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	County Jail	102.70
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 1	29.60
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 2	185.41
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 3	104.80
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 3	1,430.17
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 4	45.48

Walker County Disbursement Report

01/17/2023- 01/18/2023

1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Sheriff	512.12
1/17/2023	248652	13614-Auto Parts of Huntsville, Inc	Walker County EMS - Emergency Services	44.99
1/17/2023	248653	10629-Bennett Law Office PC	278th Judicial District Court	1,500.00
1/17/2023	248654	10345-Bill Fick Ford	Constable Precinct 2	55.91
1/17/2023	248655	10361-Bound Tree Medical, LLC	Walker County EMS - Emergency Services	3,677.04
1/17/2023	248656	13277-Buckeye Cleaning Center - Houston	County Jail	623.61
1/17/2023	248657	13289-Cain Law, PLLC	12th Judicial District Court	600.00
1/17/2023	248657	13289-Cain Law, PLLC	278th Judicial District Court	6,830.00
1/17/2023	248657	13289-Cain Law, PLLC	County Court at Law	5,500.00
1/17/2023	248658	11066-Canon Solutions America, Inc.	278th Judicial District Court	16.32
1/17/2023	248658	11066-Canon Solutions America, Inc.	County Auditor	48.19
1/17/2023	248658	11066-Canon Solutions America, Inc.	Emergency Operations	95.16
1/17/2023	248658	11066-Canon Solutions America, Inc.	General Government Projects	14,556.41
1/17/2023	248658	11066-Canon Solutions America, Inc.	Planning and Development	167.04
1/17/2023	248659	10273-Capital One	County Jail Inmate Medical Cost Center	49.96
1/17/2023	248659	10273-Capital One	Sheriff Commissary Operations	67.04
1/17/2023	248660	13921-Cell Data Experts	Courts-Central Costs	10,031.25
1/17/2023	248661	13082-Cellular Evidence Services, LLC	Criminal District Attorney	10,896.77
1/17/2023	248662	10036-CenterPoint Energy	Justice of Peace Precinct 4	88.26
1/17/2023	248662	10036-CenterPoint Energy	Road and Bridge Precinct 4	569.73
1/17/2023	248663	11103-Charlie's Used Cars, LLC	Sheriff	7.00
1/17/2023	248664	12490-Cintas Corporation #2	Road and Bridge Precinct 3	16.68
1/17/2023	248664	12490-Cintas Corporation #2	Road and Bridge Precinct 3	400.26
1/17/2023	248665	10636-Citibank (South Dakota), NA	SPU Juvenile Division	177.93
1/17/2023	248665	10636-Citibank (South Dakota), NA	SPU Juvenile Division	184.95
1/17/2023	248666	10022-Cleveland Asphalt	Road and Bridge Precinct 4	554.17
1/17/2023	248667	10023-Coburn's Huntsville # 15	County Facilities	4.22
1/17/2023	248668	10024-Colonial Life & Accident Insurance Co	Balance Sheet Accounts	226.90
1/17/2023	248668	10024-Colonial Life & Accident Insurance Co	Centralized Costs	-0.03
1/17/2023	248669	10588-Compass Reporting Group	SPU Civil Division	330.00
1/17/2023	248670	10236-Comptroller of Public Accounts	Revenues-Sheriff Commissary Fund	130.60
1/17/2023	248671	10435-Contract Pharmacy Services, Inc.	County Jail Inmate Medical Cost Center	10,914.61
1/17/2023	248672	10245-Corrections Software Solutions, LP	Adult Basic Supervision	750.00
1/17/2023	248672	10245-Corrections Software Solutions, LP	Adult Probation Support- General Fund	2,235.00

Walker County Disbursement Report

01/17/2023- 01/18/2023

3 of 12

1/17/2023	248673	10831-Cross, Shellie M	Adult Basic Supervision	32.50
1/17/2023	248674	10868-Cryer, Meredith Henry	Texas AgriLife Extension Service	19.93
1/17/2023	248674	10868-Cryer, Meredith Henry	Texas AgriLife Extension Service	303.75
1/17/2023	248675	11684-Culligan of DFW and Culligan of Houston	County Jail	3,013.05
1/17/2023	248676	11313-Cummins Southern Plains, LLC	County Jail	9,546.73
1/17/2023	248677	11313-Cummins Southern Plains, LLC	County Jail	1,834.88
1/17/2023	248678	13299-D. Scott Hughes	Adult Substance Abuse Services	2,125.00
1/17/2023	248679	10193-Dallas County Treasurer	Criminal District Attorney	225.00
1/17/2023	248680	12053-Datacuity, LLC	County Auditor	2,575.00
1/17/2023	248681	13251-Direct Energy Business, LLC	SPU Juvenile Division	330.59
1/17/2023	248682	13676-DirectTV LLC	Balance Sheet Accounts	6.25
1/17/2023	248682	13676-DirectTV LLC	Emergency Operations	94.99
1/17/2023	248683	11691-Drainco	County Facilities	860.00
1/17/2023	248684	10344-EcoLab, Inc.	County Jail	1,698.84
1/17/2023	248685	11390-Ellis D. Walker Trucking, LLC	Road and Bridge Precinct 1	20,296.36
1/17/2023	248686	10052-Entergy	Adult Probation Support- General Fund	659.21
1/17/2023	248686	10052-Entergy	County Facilities	10,927.56
1/17/2023	248686	10052-Entergy	County Jail	10,618.81
1/17/2023	248686	10052-Entergy	Criminal District Attorney	1,245.92
1/17/2023	248686	10052-Entergy	Emergency Operations	3,880.82
1/17/2023	248686	10052-Entergy	Facilities-Justice Center Municipal Allocation	394.54
1/17/2023	248686	10052-Entergy	Justice of Peace Precinct 3	308.87
1/17/2023	248686	10052-Entergy	Justice of Peace Precinct 4	205.81
1/17/2023	248686	10052-Entergy	Juvenile Probation Support - General Fund	299.38
1/17/2023	248686	10052-Entergy	Road and Bridge General	565.52
1/17/2023	248686	10052-Entergy	Road and Bridge Precinct 1	289.94
1/17/2023	248686	10052-Entergy	Road and Bridge Precinct 3	424.05
1/17/2023	248686	10052-Entergy	Road and Bridge Precinct 4	314.70
1/17/2023	248686	10052-Entergy	SPU - State General Allocation	241.48
1/17/2023	248686	10052-Entergy	SPU Juvenile Division	118.75
1/17/2023	248686	10052-Entergy	Walker County Central Dispatch Services	175.35
1/17/2023	248686	10052-Entergy	Walker County EMS - Emergency Services	630.60
1/17/2023	248686	10052-Entergy	Weigh Station Utilities and Services	960.00
1/17/2023	248687	12271-Enterprise Rent a Car	Sheriff	1,379.00

01/17/2023- 01/18/2023

1/17/2023	248688	10038-Federal Express Corporation	SPU - State General Allocation	17.88
1/17/2023	248689	13924-Flinchum, Kaitlyn	Walker County Central Dispatch Services	408.50
1/17/2023	248690	13662-Fort Bend Medical Examiner	Centralized Costs	8,650.00
1/17/2023	248691	13227-Fowler, Cassandra	Adult Basic Supervision	130.00
1/17/2023	248692	13644-French, Bella	Social Services	80.00
1/17/2023	248693	12203-Frontier Communications of Texas	Centralized Costs	128.31
1/17/2023	248693	12203-Frontier Communications of Texas	Weigh Station Utilities and Services	349.75
1/17/2023	248694	12996-Gifaldi, Heather	Adult Substance Abuse Services	420.00
1/17/2023	248695	12284-Goodwin-Lasiter, Inc.	Centralized Costs	2,064.73
1/17/2023	248696	10174-Grainger	Road and Bridge Precinct 3	629.39
1/17/2023	248697	11776-GTS Technology Solutions, Inc.	County Judge - IT Hardware/Software	5,420.00
1/17/2023	248698	10487-Hardy Law Firm, PC	12th Judicial District Court	700.00
1/17/2023	248699	13765-Hersom Law Firm	County Court at Law	1,000.00
1/17/2023	248700	13885-Hightpoint Signs and Apparel	District Clerk	113.12
1/17/2023	248701	11235-Holland, John	278th Judicial District Court	1,600.00
1/17/2023	248702	10317-Home Depot	County Facilities	39.97
1/17/2023	248702	10317-Home Depot	County Facilities	622.29
1/17/2023	248702	10317-Home Depot	Emergency Operations	106.06
1/17/2023	248703	13646-Hosea, Cecilia	Social Services	80.00
1/17/2023	248704	11389-Huntsville A-1 Tire Repair, LLC	Road and Bridge Precinct 1	271.55
1/17/2023	248704	11389-Huntsville A-1 Tire Repair, LLC	Road and Bridge Precinct 2	1,078.31
1/17/2023	248704	11389-Huntsville A-1 Tire Repair, LLC	Road and Bridge Precinct 3	173.50
1/17/2023	248704	11389-Huntsville A-1 Tire Repair, LLC	Walker County EMS - Emergency Services	39.00
1/17/2023	248705	10066-Huntsville Muffler Shop	Constable Precinct 2	7.00
1/17/2023	248705	10066-Huntsville Muffler Shop	Constable Precinct 3	7.00
1/17/2023	248705	10066-Huntsville Muffler Shop	County Jail	14.00
1/17/2023	248706	10067-Huntsville Truck & Tractor, Inc.	Road and Bridge Precinct 3	315.33
1/17/2023	248707	10069-ICS Jail Supplies, Inc.	County Jail	2,090.80
1/17/2023	248708	10771-IIX Insurance Information Exchange	Walker County EMS - Emergency Services	119.00
1/17/2023	248709	12531-James, Reynolds & Spiegelhauer	County Court at Law	500.00
1/17/2023	248710	13542-Jeffcoat, Steven (Randy)	Justice of Peace Precinct 3	528.43
1/17/2023	248711	10071-Johnson Supply & Equipment Corp.	County Facilities	222.91
1/17/2023	248712	12344-Johnson, Rachel	Revenues-General Fund	380.97
1/17/2023	248713	11685-JPCA of Texas, Inc.	Constable Precinct 2	70.00

Walker County Disbursement Report

5 of 12

01/17/2023- 01/18/2023

1/17/2023	248714	13926-Kasper, DDS, Kathleen	Criminal District Attorney	2,750.00
1/17/2023	248715	13643-Kennedy, Krystal	Social Services	80.00
1/17/2023	248716	13922-Kirkland, Catherine	Balance Sheet Accounts	100.00
1/17/2023	248717	12724-Knife River Corporation South	Road and Bridge Precinct 2	11,889.80
1/17/2023	248717	12724-Knife River Corporation South	Road and Bridge Precinct 4	3,295.81
1/17/2023	248718	13929-Lang, Deborah	Social Services	127.83
1/17/2023	248719	11811-Law Office of Joseph W Krippel	12th Judicial District Court	1,400.00
1/17/2023	248719	11811-Law Office of Joseph W Krippel	County Court at Law	2,100.00
1/17/2023	248720	10693-Law Office of Patti J. Hightower	County Court at Law	1,000.00
1/17/2023	248721	10077-Lexis-Nexis	Law Library	1,462.00
1/17/2023	248722	10284-LexisNexis Risk Data Management, In	SPU - State General Allocation	150.00
1/17/2023	248723	10073-Linde Gas & Equipment, Inc.	Walker County EMS - Emergency Services	356.44
1/17/2023	248724	13581-Lone Star AC & Refrigeration LLC	County Facilities	3,055.00
1/17/2023	248725	12888-Lonestar Truck Group	Road and Bridge Precinct 4	2,462.26
1/17/2023	248726	11971-Lopez, Maria	Adult Basic Supervision	11.00
1/17/2023	248727	12243-Magnum Air, Inc.	County Jail	447.50
1/17/2023	248728	13015-McCoy, Samuel	Social Services	80.00
1/17/2023	248729	10078-McCoy's Building Supply Center	County Jail	104.65
1/17/2023	248730	10434-McKesson Medical-Surgical Governm	County Jail Inmate Medical Cost Center	311.75
1/17/2023	248730	10434-McKesson Medical-Surgical Governm	County Jail Inmate Medical Cost Center	190.40
1/17/2023	248731	13925-McKinnon, Natalie	SPU - State General Allocation	138.00
1/17/2023	248732	10288-Montgomery County Juvenile Depart	Juvenile State/Grant Aid	3,420.00
1/17/2023	248733	13920-Moorman, David	12th Judicial District Court	174.02
1/17/2023	248734	10159-Motorola Solutions, Inc.	Walker County EMS - Emergency Services	326.40
1/17/2023	248735	10547-Mustang Cat	Road and Bridge Precinct 1	18.09
1/17/2023	248735	10547-Mustang Cat	Road and Bridge Precinct 4	270.76
1/17/2023	248736	13270-New Horizons Mental Wellness Coun	Juvenile State/Grant Aid	1,275.00
1/17/2023	248737	13796-ODP Business Solutions, LLC	Constables Central	61.10
1/17/2023	248737	13796-ODP Business Solutions, LLC	County Auditor	17.99
1/17/2023	248737	13796-ODP Business Solutions, LLC	County Jail	743.54
1/17/2023	248737	13796-ODP Business Solutions, LLC	Criminal District Attorney	73.32
1/17/2023	248737	13796-ODP Business Solutions, LLC	Emergency Operations	96.25
1/17/2023	248737	13796-ODP Business Solutions, LLC	Justice of Peace Precinct 3	109.62
1/17/2023	248737	13796-ODP Business Solutions, LLC	Planning and Development	80.51

Walker County Disbursement Report

6 of 12

01/17/2023- 01/18/2023

1/17/2023	248737	13796-ODP Business Solutions, LLC	Purchasing	157.71
1/17/2023	248737	13796-ODP Business Solutions, LLC	Sheriff	99.99
1/17/2023	248737	13796-ODP Business Solutions, LLC	Vehicle Registration	735.28
1/17/2023	248738	13856-Optimum	Centralized Costs	45.48
1/17/2023	248738	13856-Optimum	Centralized Costs	186.08
1/17/2023	248738	13856-Optimum	District Attorney Supplement	27.28
1/17/2023	248738	13856-Optimum	Sheriff	83.29
1/17/2023	248738	13856-Optimum	Sheriff Commissary Operations	405.77
1/17/2023	248738	13856-Optimum	SPU - State General Allocation	145.53
1/17/2023	248738	13856-Optimum	SPU Civil Division	262.52
1/17/2023	248738	13856-Optimum	Walker County EMS - Emergency Services	151.06
1/17/2023	248738	13856-Optimum	Walker County EMS - Emergency Services	248.30
1/17/2023	248739	12164-Owen, Christopher	County Jail	105.00
1/17/2023	248740	10216-Performance Truck	Road and Bridge Precinct 2	194.22
1/17/2023	248741	10160-Pitney Bowes Global Financial Service	Adult Basic Supervision	161.64
1/17/2023	248742	11015-Porterfield, Elizabeth	Adult Basic Supervision	362.50
1/17/2023	248743	10092-Powers Auto Supply	Road and Bridge Precinct 4	35.98
1/17/2023	248743	10092-Powers Auto Supply	Road and Bridge Precinct 4	392.03
1/17/2023	248743	10092-Powers Auto Supply	Road and Bridge Precinct 4	90.86
1/17/2023	248744	10098-Reliable Parts Co.	Planning and Development	141.25
1/17/2023	248744	10098-Reliable Parts Co.	Road and Bridge Precinct 1	148.39
1/17/2023	248744	10098-Reliable Parts Co.	Road and Bridge Precinct 1	95.00
1/17/2023	248744	10098-Reliable Parts Co.	Road and Bridge Precinct 1	107.46
1/17/2023	248744	10098-Reliable Parts Co.	Road and Bridge Precinct 2	530.00
1/17/2023	248745	13655-Riley, Michael	12th Judicial District Court	600.00
1/17/2023	248745	13655-Riley, Michael	County Court at Law	500.00
1/17/2023	248746	10104-Rita B Huff Humane Society	Health and Human Services - Governmental/Services Con	1,000.00
1/17/2023	248746	10104-Rita B Huff Humane Society	Health and Human Services - Governmental/Services Con	775.00
1/17/2023	248747	13594-Rockett, PhD, PLLC, Jennifer	278th Judicial District Court	750.00
1/17/2023	248748	12363-Rollo Insurance Group, Inc.	Centralized Costs	278.00
1/17/2023	248748	12363-Rollo Insurance Group, Inc.	Road and Bridge Precinct 4	178.00
1/17/2023	248749	13720-Rugged Depot	ARP-Public Safety	31,018.88
1/17/2023	248750	13930-Sanchez, Sonja	Balance Sheet Accounts	500.00
1/17/2023	248751	10384-Security Benefit Group	Balance Sheet Accounts	50.00

Walker County Disbursement Report

01/17/2023- 01/18/2023

7 of 12

1/17/2023	248752	10117-Sherwin-Williams	County Facilities	187.59
1/17/2023	248753	10243-SHI Government Solutions	County Judge - IT Hardware/Software	2,079.41
1/17/2023	248753	10243-SHI Government Solutions	County Auditor-Financial Systems	45,438.74
1/17/2023	248754	13731-Simple Cellular	SPU - State General Allocation	150.00
1/17/2023	248754	13731-Simple Cellular	SPU Civil Division	110.00
1/17/2023	248754	13731-Simple Cellular	SPU Juvenile Division	245.00
1/17/2023	248755	12171-SLS Litigation Services, LLC	SPU Civil Division	1,570.35
1/17/2023	248755	12171-SLS Litigation Services, LLC	SPU Civil Division	160.00
1/17/2023	248756	12032-Smartox	Adult Pretrial Diversion	168.00
1/17/2023	248757	10454-Southern Tire Mart, LLC	County Jail	751.55
1/17/2023	248757	10454-Southern Tire Mart, LLC	Road and Bridge Precinct 4	270.90
1/17/2023	248758	12085-Staples Advantage	County Treasurer	357.53
1/17/2023	248758	12085-Staples Advantage	County Treasurer	89.99
1/17/2023	248758	12085-Staples Advantage	County Treasurer - Collections	89.99
1/17/2023	248759	10355-Stryker Medical	Walker County EMS - Emergency Services	393.99
1/17/2023	248760	13923-Sugg, James	Texas AgriLife Extension Service	329.52
1/17/2023	248761	13876-Sustainable Security Solutions, Inc.	ARP-Public Safety	31,447.00
1/17/2023	248762	10125-TAC Unemployment Fund	Balance Sheet Accounts	4,058.40
1/17/2023	248763	13792-Tenth Court of Appeals	Balance Sheet Accounts	95.00
1/17/2023	248763	13792-Tenth Court of Appeals	Balance Sheet Accounts	235.00
1/17/2023	248764	10270-Texas Association of Counties HEBP	Balance Sheet Accounts	351,183.94
1/17/2023	248764	10270-Texas Association of Counties HEBP	Balance Sheet Accounts	4,524.40
1/17/2023	248764	10270-Texas Association of Counties HEBP	Centralized Costs	16,669.20
1/17/2023	248764	10270-Texas Association of Counties HEBP	SPU Criminal	921.30
1/17/2023	248764	10270-Texas Association of Counties HEBP	Walker County Central Dispatch Services	833.46
1/17/2023	248765	10300-Texas Commission on Environmental	Balance Sheet Accounts	740.00
1/17/2023	248766	10204-Texas Communications	Walker County Central Dispatch Services	4,800.00
1/17/2023	248767	13346-Texas Security Shredding	12th Judicial District Court	28.00
1/17/2023	248767	13346-Texas Security Shredding	County Court at Law	28.00
1/17/2023	248767	13346-Texas Security Shredding	County Jail	40.00
1/17/2023	248767	13346-Texas Security Shredding	District Clerk	80.00
1/17/2023	248767	13346-Texas Security Shredding	SPU - State General Allocation	40.00
1/17/2023	248767	13346-Texas Security Shredding	SPU Civil Division	40.00
1/17/2023	248768	10212-Thomson Reuters - West	Adult Basic Supervision	98.74

Walker County Disbursement Report

8 of 12

01/17/2023- 01/18/2023

1/17/2023	248768	10212-Thomson Reuters - West	Law Library	173.42
1/17/2023	248769	10108-ThyssenKrupp Elevator Corporation	County Facilities	10,019.58
1/17/2023	248770	10867-Titzman, Kristy K	Texas AgriLife Extension Service	50.00
1/17/2023	248770	10867-Titzman, Kristy K	Texas AgriLife Extension Service	479.81
1/17/2023	248771	11724-TransUnion Risk and Alternative Data	Planning and Development	75.00
1/17/2023	248772	12989-Travis County Constable, Pct 2	District Clerk	75.00
1/17/2023	248773	10276-Tyler Technologies, Inc.	General Government Projects	15,250.00
1/17/2023	248774	10536-Uline, Inc.	Sheriff	1,077.90
1/17/2023	248775	13554-UniFirst Holdings, Inc.	Road and Bridge Precinct 4	6.15
1/17/2023	248775	13554-UniFirst Holdings, Inc.	Road and Bridge Precinct 4	200.41
1/17/2023	248776	13554-UniFirst Holdings, Inc.	Road and Bridge Precinct 4	6.15
1/17/2023	248776	13554-UniFirst Holdings, Inc.	Road and Bridge Precinct 4	199.66
1/17/2023	248777	13565-Ventura, David	Social Services	80.00
1/17/2023	248778	12973-Verbatim Reporting & Transcription, I	County Court at Law	290.00
1/17/2023	248779	10227-Verizon Wireless	12th Judicial District Court	75.98
1/17/2023	248779	10227-Verizon Wireless	Constable Precinct 1	37.99
1/17/2023	248779	10227-Verizon Wireless	Constable Precinct 2	37.99
1/17/2023	248779	10227-Verizon Wireless	Constable Precinct 3	75.98
1/17/2023	248779	10227-Verizon Wireless	Constable Precinct 4	227.98
1/17/2023	248779	10227-Verizon Wireless	County Auditor	114.07
1/17/2023	248779	10227-Verizon Wireless	County Court at Law	37.99
1/17/2023	248779	10227-Verizon Wireless	County Jail	75.98
1/17/2023	248779	10227-Verizon Wireless	County Judge	113.97
1/17/2023	248779	10227-Verizon Wireless	County Judge - IT Operations	37.99
1/17/2023	248779	10227-Verizon Wireless	District Clerk	37.99
1/17/2023	248779	10227-Verizon Wireless	Emergency Operations	75.98
1/17/2023	248779	10227-Verizon Wireless	Justice of Peace Precinct 2	37.99
1/17/2023	248779	10227-Verizon Wireless	Planning and Development	113.97
1/17/2023	248779	10227-Verizon Wireless	Purchasing	148.96
1/17/2023	248779	10227-Verizon Wireless	Road and Bridge Precinct 2	37.99
1/17/2023	248779	10227-Verizon Wireless	Road and Bridge Precinct 4	37.99
1/17/2023	248779	10227-Verizon Wireless	Sheriff	1,519.64
1/17/2023	248779	10227-Verizon Wireless	SPU - State General Allocation	303.92
1/17/2023	248779	10227-Verizon Wireless	SPU Civil Division	265.93

Walker County Disbursement Report

9 of 12

01/17/2023- 01/18/2023

1/17/2023	248779	10227-Verizon Wireless	SPU Juvenile Division	189.95
1/17/2023	248779	10227-Verizon Wireless	Texas AgriLife Extension Service	75.98
1/17/2023	248779	10227-Verizon Wireless	Veterans Services	37.99
1/17/2023	248779	10227-Verizon Wireless	Walker County EMS - Emergency Services	647.31
1/17/2023	248780	13927-Virtual Academy	Walker County Central Dispatch Services	1,062.00
1/17/2023	248781	10760-Walker County Clerk Trust Account	Balance Sheet Accounts	500.00
1/17/2023	248782	10090-Walker County Special Utility District	Road and Bridge Precinct 2	36.79
1/17/2023	248782	10090-Walker County Special Utility District	Texas AgriLife Extension Service	40.48
1/17/2023	248783	13370-Walker County Transmissions/WC Au	Constable Precinct 4	611.06
1/17/2023	248784	10110-Walker, Andrew R.	Sheriff Estray	50.00
1/17/2023	248785	10326-Wiesner, Inc. - Huntsville	Road and Bridge Precinct 3	3,747.18
1/17/2023	248786	13189-Zarate, Claudia	Adult Basic Supervision	60.00
1/17/2023	248787	10903-Zavala, Eduardo	12th Judicial District Court	1,750.00
1/18/2023	000000000005787	10260-CDW Government, Inc.	County Judge - IT Hardware/Software	1,579.92
1/18/2023	000000000005788	10682-ESO Solutions, Inc.	Walker County EMS - Emergency Services	1,000.00
1/18/2023	000000000005789	10682-ESO Solutions, Inc.	Walker County EMS - Emergency Services	22,330.00
1/18/2023	000000000005790	12422-DK Haney Roofing, Inc	General Government Projects	26,622.80
1/18/2023	000000000005791	13258-Summit Food Service, LLC	County Jail	7,228.35
1/18/2023	000000000005792	13258-Summit Food Service, LLC	County Jail	7,121.87
1/18/2023	000000000005793	10095-RB Everett & Company	Road and Bridge Precinct 4	305.37
1/18/2023	000000000005794	10143-Walker County Hardware	County Facilities	104.32
1/18/2023	000000000005794	10143-Walker County Hardware	County Facilities	5.58
1/18/2023	000000000005794	10143-Walker County Hardware	County Jail	21.16
1/18/2023	000000000005794	10143-Walker County Hardware	Road and Bridge Precinct 1	272.42
1/18/2023	000000000005794	10143-Walker County Hardware	Road and Bridge Precinct 2	20.00
1/18/2023	000000000005794	10143-Walker County Hardware	Road and Bridge Precinct 3	111.40
1/18/2023	000000000005794	10143-Walker County Hardware	Road and Bridge Precinct 4	0.74
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	12th Judicial District Court	35.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	12th Judicial District Court	43.38
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	278th Judicial District Court	48.99
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Adult Basic Supervision	249.98
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Balance Sheet Accounts	215.83
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Centralized Costs	150.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Constable Precinct 1	175.62

Walker County Disbursement Report

10 of 12

01/17/2023- 01/18/2023

1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Court at Law	84.95
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Facilities	324.65
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Facilities	7.68
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Jail	1,100.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Jail	142.93
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Jail	270.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Jail	7.68
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Jail	994.18
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Judge	19.05
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Judge - IT Hardware/Software	80.10
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Judge - IT Hardware/Software	150.87
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Judge - IT Hardware/Software	14.99
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	County Treasurer	200.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Criminal District Attorney	-350.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Criminal District Attorney	37.98
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Criminal District Attorney	-58.43
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Criminal District Attorney	57.58
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Criminal District Attorney	50.50
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Criminal District Attorney	1,878.65
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Attorney Forfeiture	173.61
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Attorney Supplement	60.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Attorney Supplement	114.95
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Attorney Supplement	147.09
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Attorney Supplement	1,649.03
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Clerk	104.96
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Clerk	691.60
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	District Clerk	19.05
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Elections	138.48
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Emergency Operations	582.09
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Justice of Peace Precinct 3	52.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge General	480.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 2	594.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 2	233.96
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 3	847.50

Walker County Disbursement Report

11 of 12

01/17/2023- 01/18/2023

1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 3	2,990.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 3	15.38
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 4	19.05
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 4	23.07
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Road and Bridge Precinct 4	14.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	108.95
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	207.36
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	50.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	393.35
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	68.48
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	7.69
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Sheriff	48.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	19.36
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	100.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	350.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	31.48
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	230.16
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	27.46
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	267.08
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU - State General Allocation	1,232.31
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Civil Division	9.99
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Civil Division	22.99
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Civil Division	118.99
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Civil Division	31.73
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Civil Division	7.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Civil Division	1,730.66
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Juvenile Division	146.99
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Juvenile Division	198.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	SPU Juvenile Division	347.50
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Texas AgriLife Extension Service	19.97
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County Central Dispatch Services	247.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County Central Dispatch Services	204.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County Central Dispatch Services	491.32
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County EMS - Emergency Services	180.00

Walker County Disbursement Report

12 of 12

01/17/2023- 01/18/2023

1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County EMS - Emergency Services	311.01
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County EMS - Emergency Services	180.00
1/18/2023	000000000005795	10636-Citibank (South Dakota), NA	Walker County EMS - Emergency Services	-8.02
1/18/2023	000000000005796	12499-Vulcan Construction Materials, LLC	Road and Bridge Precinct 2	4,522.05
1/18/2023	000000000005797	13562-Prestige Tower Services	Balance Sheet Accounts	600.00
1/18/2023	000000000005797	13562-Prestige Tower Services	Centralized Costs	1,200.00
1/18/2023	000000000005798	10337-TDCJ-CJAD	Balance Sheet Accounts	4,974.58
1/18/2023	000000000005798	10337-TDCJ-CJAD	Centralized Costs	0.14
1/18/2023	Payroll Account - Ne Transfer to Payroll Account		County Wide	667,652.92

Treasurer

Monthly Report

For the Period September 01, 2022, thru September 30, 2022

Amy Klawinsky
Amy Klawinsky, County Treasurer

Date: 1/24/2023

ORDER NO. 2023-37

**AN ORDER ACCEPTING THE REPORT SUBMITTED BY THE COUNTY TREASURER FOR THE
PERIOD SEPTEMBER 1, 2022 THRU SEPTEMBER 30, 2022**

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

- WHEREAS, LGC §114.026(a) requires that the County Treasurer at least once at month at a regular term of the commissioner court make a detailed report of (1) money received and disbursed, (2) debts due and owed by the county, and (3) all other proceedings in the treasurer's office.
- WHEREAS, LGC §114.026(c) requires that 'after the commissioners court has compared and examined the treasurer's report and has determined the report is correct, the court shall enter an order in its minutes approving the report'.
- WHEREAS, LGC §114.026(d) requires that 'before the adjournment of a regular term of the commissioners court, the county judge and each county commissioner shall give an affidavit stating that the requirement of subsection (c) have been met at that term'.
- WHEREAS, In accordance with Local Government Code §114.026, the County Treasurer has submitted a report that details money received and disbursed. The report submitted by County Treasurer states that \$100.00 are on hand in the office of the county treasurer for the report period that is not in the county investment accounts or county depository. The amount reported by the County Treasurer by fund of the cash received for the report period is attached as Exhibit A. The amount reported by the County Treasurer by fund of the cash disbursements for the report period is attached as Exhibit B. The debt schedule at the end of the period is Exhibit C. A summary of all transactions in bank and investments is Exhibit D.

PASSED AND APPROVED on this ____ day of _____, 2023 affirming that LGC §114.026(c) has been met and orders publication of the affidavit on the website of Walker County.

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Ronnie White
Commissioners, Precinct 2

Bill Dauge
Commissioner, Precinct 3

Brandon Decker
Commissioner, Precinct 4

Attest: Kari A. French
County Clerk

Approved as to form: Will Durham
District Attorney

Walker County Fund Balance September 2022

Fund	FundName	BeginFundBalance	Revenues	Expenditures	TransfersIn	TransfersOut	EndingFundBalance
101	General Fund	18,970,891.25	1,207,310.29	2,552,583.42	0.00	1,363,980.00	16,261,638.12
105	General Projects Fund	4,737,103.05	10,010.31	165,826.88	1,706,784.00	0.00	6,288,070.48
119	ARP Relief/Recovery Fund	5,588,302.58	13,462.23	263,050.29	0.00	651,342.78	4,687,371.74
180	Public Safety Seized Money Fund	0.00	0.00	0.00	0.00	0.00	0.00
185	Healthy County Initiative Fund	20,268.34	35.64	0.00	0.00	0.00	20,303.98
192	Debt Service Fund	284,813.53	7,827.19	0.00	0.00	0.00	292,640.72
220	Road and Bridge Fund	4,527,010.77	181,019.96	646,159.56	0.00	0.00	4,061,871.17
301	Walker County EMS Fund	3,162,700.74	469,763.36	597,140.72	0.00	342,804.00	2,692,519.38
473	AutoTheft Task Force	0.00	8,252.09	8,252.09	0.00	0.00	0.00
474	District Attorney Victim Assistance Coor	-19,973.91	27,163.08	7,189.17	0.00	0.00	0.00
481	Grant-Jag	0.00	0.00	0.00	0.00	0.00	0.00
483	Grants-HAVA Fund	14,954.24	-14,954.24	0.00	0.00	0.00	0.00
488	CDBG Grants	0.00	2,361,459.65	2,361,459.63	0.00	0.00	0.02
511	County Records Management and Preservati	260.51	185.34	0.00	0.00	0.00	445.85
512	County Records Preservation II Fund	63,540.34	176.45	0.00	0.00	0.00	63,716.79
515	County Clerk Records Management and Pres	272,138.54	11,074.79	0.00	0.00	0.00	283,213.33
516	County Clerk Records Archive Fund	178,262.91	8,970.88	0.00	0.00	0.00	187,233.79
517	Court Facilities Fund-SB41	13,663.10	1,700.00	0.00	0.00	0.00	15,363.10
518	District Clerk Records Management and Pr	32,452.67	1,995.14	0.00	0.00	0.00	34,447.81
519	District Clerk Rider Fund	34,182.74	1,058.54	845.57	0.00	0.00	34,395.71
520	District Clerk Archive Fund	5,758.10	26.17	0.00	0.00	0.00	5,784.27
523	County Jury Fee Fund	2,543.86	54.73	2,543.00	0.00	0.00	55.59
524	County Jury Fund-SB41	6,171.55	850.00	0.00	0.00	0.00	7,021.55
525	Court Reporter Service Fund	15,628.07	2,182.98	0.00	0.00	0.00	17,811.05
526	County Law Library Fund	40,560.64	3,012.53	1,530.25	0.00	0.00	42,042.92
527	Language Access Fund-SB41	4,311.47	537.00	0.00	0.00	0.00	4,848.47
536	Courthouse Security Fund	18,027.38	3,744.09	9,232.05	0.00	0.00	12,539.42
537	Justice Courts Building Security Fund	54,765.71	368.13	304.50	0.00	0.00	54,829.34
538	JP TruancyPrev and Diversion Fund	34,260.05	1,040.51	0.00	0.00	0.00	35,300.56
539	County Speciality Court Programs	11,593.79	580.49	0.00	0.00	0.00	12,174.28
540	Fire Suppression-US Forest Service Fund	0.00	0.00	0.00	0.00	0.00	0.00
550	Justice Courts Technology Fund	86,382.52	1,075.58	0.00	0.00	0.00	87,458.10
551	County and District Courts Technology Fu	976.16	95.91	0.00	0.00	0.00	1,072.07
552	Child Abuse Prevention Fund	1,857.84	31.09	0.00	0.00	0.00	1,888.93
560	District Attorney Prosecutors Supplement	0.00	4,529.61	4,529.61	0.00	0.00	0.00
561	Pretrial Intervention Program Fund	125,865.74	1,159.74	2,497.35	0.00	0.00	124,528.13
562	District Attorney Forfeiture Fund	212,796.05	981.80	0.00	0.00	0.00	213,777.85
563	District Attorney Hot Check Fee Fund	2,150.04	30.00	428.62	0.00	0.00	1,751.42
574	Sheriff Forfeiture Fund	529,544.37	917.06	0.00	0.00	0.00	530,461.43
576	Sheriff Inmate Medical Fund	56,268.08	424.79	0.00	0.00	0.00	56,692.87
577	DOJ Equitable Sharing Fund	447,346.60	761.87	0.00	0.00	0.00	448,108.47
578	Sheriff Commissary Fund	325,621.55	11,413.06	712.38	0.00	0.00	336,322.23
583	Elections Equipment Fund	22,211.84	0.00	0.00	0.00	0.00	22,211.84
584	Tax Assessor Elections Service Contract	60,982.63	371.79	0.00	0.00	0.00	61,354.42
589	Tax Assessor Special Inventory Fee Fund	96.59	0.03	0.00	0.00	0.00	96.62
601	Special Prosecution/Civil/Juvenile Fund	0.00	437,621.04	437,621.04	0.00	0.00	0.00
615	Adult Probation-Basic Services Fund	305,467.36	167,407.42	97,030.85	0.00	0.00	375,843.93
616	Adult Probation - Court Services Fund	0.00	12,935.29	12,935.29	0.00	0.00	0.00
617	Adult Probation-Substance Abuse Services	0.00	9,246.78	9,246.78	0.00	0.00	0.00
618	Adult Probation-Pretrial Diversion	0.00	3,123.51	3,123.51	0.00	0.00	0.00
640	Juvenile Grant Fund Title IVE	83,964.65	162.78	72.00	0.00	0.00	84,055.43
641	Juvenile Grant-State Aid Fund	0.00	24,458.15	24,458.15	0.00	0.00	0.00
643	Juvenile Grant-Commitment Reduction Fund	0.00	0.00	0.00	0.00	0.00	0.00
644	Juvenile Grant-Medical Services Fund	0.00	0.00	0.00	0.00	0.00	0.00
645	Juvenile HGAC Services Grant	0.00	0.00	0.00	0.00	0.00	0.00
646	Juvenile Grant-PrePost Adjudication	0.00	0.00	0.00	0.00	0.00	0.00
647	Juvenile Grant-Community Programs	0.00	0.00	0.00	0.00	0.00	0.00
701	Retiree Health Insurance Fund	2,012,730.56	4,259.61	0.00	0.00	0.00	2,016,990.17
801	Sheriff Commissary Fund	0.00	0.00	0.00	0.00	0.00	0.00
802	Walker County Public Safety Communicatio	1,213,302.99	60,167.53	136,477.63	0.00	0.00	1,136,992.89
Total		43,561,757.59	5,050,081.77	7,345,250.34	1,706,784.00	2,358,126.78	40,615,246.24

Walker County Treasurer
Monthly Report
For the Month of September 2022

Bank Account	Beginning Balance 8/31/2022	Deposits	Withdrawals	Interest Earned	Ending Balance 9/30/2022	Outstanding Checks 9/30/2022	Outstanding Deposits 9/30/2022	Reconciled Totals 9/30/2022
Disbursement	4,290,560.84	5,102,222.68	4,615,414.42	9,045.15	4,786,414.25	970,771.17		3,815,643.08
Payroll	642,591.13	1,253,048.65	1,858,812.92	316.99	37,143.85	25,973.33		11,170.52
ARP Fund	5,635,307.52	0.00	744,847.72	13,462.23	4,903,922.03			4,903,922.03
JP4 Prosperity/FFB	2,014.33	69,185.70	56,299.57	21.67	14,922.13			14,922.13
Jury fund	7,041.49	339.00	1,173.00	15.96	6,223.45	6,094.00		129.45
Credit Card	12,403.78	40,525.03	46,670.72		6,258.09			6,258.09
Efile	13,536.68	24,853.40	30,000.00	56.83	8,446.91			8,446.91
Narcotics	739.82			1.79	741.61			741.61
AFLAC Flex-One	37,854.15	3,440.80	10,335.14	81.07	31,040.88	3,891.94		27,148.94
Texpool	23,929,479.39		2,000,000.00	46,984.90	21,976,464.29			21,976,464.29
Landing Rock	6,414,317.77			10,368.35	6,424,686.12			6,424,686.12
MBIA / Texas Class	3,578,862.41			7,888.56	3,586,750.97			3,586,750.97
	44,564,709.31	6,493,615.26	9,363,553.49	88,243.50	41,783,014.58	1,006,730.44	0.00	40,776,284.14
								40,776,284.14

Exhibit B

WALKER COUNTY

SUMMARY OF DEBTS OF THE COUNTY

September 30, 2022

FISCAL YEAR 2022

TITLE	DATE ISSUED	FINAL MATURITY DATE	NEXT PAYMENT DUE DATE	NEXT PAYMENT AMOUNT	PAYABLE TO	CURRENT OUTSTANDING BALANCE
Walker County, Texas Certificates of Obligation Series 2012	6/1/2012	8/1/2032	8/1/2023	\$206,283.75	US Bank	\$11,470,000.00

First National Bank
Huntsville, TX

Pledge Report by Maturity Date

Pledge 1E: WALKER COUNTY

As of 09/30/22
Page 74

Safekeeping Receipt	SK Code	Cusip	ID #	Current Face	Original Face	Description	ASC 320	Moody / S&P	Coupon	SC	Maturity	Book Value	Fair Value
	1006	31418AM47	101442	17,669.30	10,000,000.00	FNMA #MA1278	AFS		2.500		12/01/2022	17,664.61	17,447.13
	1006	31418AM47	101488	28,270.88	16,000,000.00	FNMA #MA1278	AFS		2.500		12/01/2022	28,277.22	27,915.41
	1006	446726JT9	100948	200,000.00	200,000.00	HUNTINGTON TX ISD REF GO PSF QTEO	AFS	Aaa / NR	4.000		02/15/2023	199,943.43	201,147.86
	1006	31418AS90	101463	94,102.70	10,000,000.00	FNMA #MA1443	AFS		2.000		05/01/2023	94,054.50	92,872.59
	1006	31418AS90	101498	208,513.10	22,158,036.00	FNMA #MA1443	AFS		2.000		05/01/2023	208,830.95	206,569.34
	1006	91282CBA8	101849	7,000,000.00	7,000,000.00	U S TREASURY NOTES	AFS		0.125		12/15/2023	6,926,841.70	6,668,594.10
	1006	31418BRG3	101455	1,133,756.32	14,650,000.00	FNMA #MA2286	AFS		2.500		06/01/2025	1,131,665.65	1,111,763.56
	1006	31418CGH1	101472	417,629.65	2,170,244.00	FNMA #MA2899	AFS		2.500		02/01/2027	420,317.84	405,215.79
	1006	31294UAM5	101482	2,150,847.17	19,200,000.00	FHLMC E #09012	AFS		2.500		10/01/2027	2,168,811.63	1,997,935.38
	1006	3138ERUA6	101484	2,360,306.32	10,200,000.00	FNMA #AL9576	AFS		2.500		11/01/2028	2,380,464.26	2,192,503.29
	1006	3140JAVJ4	101471	1,164,432.52	4,654,693.00	FNMA #BM6016	AFS		2.500		11/01/2028	1,171,606.85	1,113,852.48
	1006	31418DQE5	101598	1,847,024.20	4,000,000.00	FNMA #MA4052	AFS		2.500		06/01/2030	1,920,610.00	1,766,794.09
	1006	31418DRN4	101573	2,051,372.40	4,000,000.00	FNMA #MA4092	AFS		2.500		08/01/2030	2,143,195.76	1,962,265.91
Items 13				18,673,924.56	124,232,973.00				1.618			18,812,284.40	17,764,876.93

RECEIVED
OCT 07 2022
WALKER COUNTY TREASURER

Status Codes : N = New Purchase S = Sold M = Matured C = Called O = Paid Off * = Pre-refunded T = ASC 320 Transfer I = Impaired

Note: Refer to the U.S. Government and Agency Ratings report for ratings on treasury, agency and pass through securities.



(210) 224-5492
(210) 224-8787

9601 McAllister Freeway, Suite 301, San Antonio, Texas 78216-4633

II. Pledge & Safekeeping Reports

Proclamation

By

The Commissioners Court of Walker County

Designating February 3, 2023

As



Jerry Nemec Day

In Walker County



- WHEREAS:** Public service is an honor with a foundation based on public trust, requiring intelligence, initiative, dependability, and wise stewardship of public resources, and;
- WHEREAS:** Jerry Nemec began his career as a public servant by enlisting in the US Army in 1942, and received numerous ribbons and medals for his service, and;
- WHEREAS:** Jerry Nemec continued to serve his home state of Texas for over 30 years as an Area Engineer the Texas Department of Transportation designing numerous roads, bridges, and Interstate 45 until his retirement in 1985, and;
- WHEREAS:** Jerry Nemec then served as the Consultant Engineer for Walker County from 1985 until his retirement in 2018, and;
- WHEREAS:** The Citizens of Walker County have been blessed to have Jerry Nemec as a resident and owe a debt of gratitude that cannot be repaid for the innovation, creation, and maintenance programs developed and implemented under his watch, and;

NOW, THEREFORE, COMMISSIONERS COURT OF WALKER COUNTY, IN THE STATE OF TEXAS, DOES HEREBY PROCLAIM FEBRUARY 3, 2023 AS JERRY NEMEC DAY IN WALKER COUNTY AND URGE ALL CITIZENS TO JOIN IN THIS CELEBRATION.

Colt Christian, County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugeette
Commissioner Precinct 3

Brandon Decker
Commissioner Precinct 4

Attest: Kari A. French
County Clerk

Walker County

Financial Information

Posted as of January 25, 2023 for the Fiscal Year Ending September 30, 2023

Prepared by:
County Auditor Department

Patricia Allen, County Auditor

Information is presented based on ledger balances and entries posted thru January 25, 2023 for the fiscal year ending September 30, 2023.

There are entries that have not been posted. Invoices are outstanding for the period that have not been received/posted. Encumbrances are not included in the report.



Summary of Revenues, Expenditures and Net Transfers to Date
Transactions Posted As of January 25, 2023
For the Fiscal Year Ending September 30, 2023

Ledger Balances	Fund Balance Fiscal Yr Begin	Revenues To Date	Expenditures To Date	Net Transfers Between Funds	Fund Balance This Date
Operating					
101 - General Fund	\$ 16,261,638.12	\$ 11,269,193.98	\$ 7,346,879.42	\$ (6,038,247.00)	\$ 14,145,705.68
192 - Debt Service Fund	\$ 292,640.72	\$ 497,045.24	\$ -	\$ -	\$ 789,685.96
220 - Road & Bridge	\$ 4,061,871.17	\$ 2,102,101.94	\$ 1,599,587.00	\$ -	\$ 4,564,386.11
301 - Walker County EMS Fund	\$ 2,692,519.38	\$ 1,488,560.91	\$ 1,346,062.35	\$ -	\$ 2,835,017.94
180 - Public Safety Seized Money Fund	\$ -	\$ -	\$ -	\$ -	\$ -
185 - General Fund - Healthy County Initiative Fund	\$ 20,303.98	\$ 159.65	\$ -	\$ -	\$ 20,463.63
	23,328,973.37	15,357,061.72	10,292,528.77	(6,038,247.00)	\$ 22,355,259.32
Projects					
105 - General Projects Fund	\$ 6,288,070.48	\$ 56,210.88	\$ 901,756.15	\$ 538,247.00	\$ 5,980,772.21
115 - General Capital Projects Fund	\$ -	\$ 48,760.18	\$ -	\$ 5,500,000.00	\$ 5,548,760.18
119 - ARP Funds	\$ 4,687,371.74	\$ 40,341.49	\$ 113,504.87	\$ (1,650,555.80)	\$ 2,963,652.56
Grants/Other Funds					
473 - SO Auto Task Force Grant	\$ -	\$ 3,973.52	\$ 26,976.00	\$ -	\$ (23,002.48)
474 - CDA Victims Assistance Grant	\$ -	\$ 15,050.74	\$ 17,553.97	\$ -	\$ (2,503.23)
481 - Jag Grants	\$ -	\$ -	\$ 6,453.00	\$ -	\$ (6,453.00)
483 - HAVA Fund	\$ -	\$ 14,954.24	\$ -	\$ -	\$ 14,954.24
488 - CDBG Grant	\$ 0.02	\$ -	\$ 316,143.35	\$ -	\$ (316,143.33)
511 - County Records Management and Preservation	\$ 445.85	\$ 618.53	\$ -	\$ -	\$ 1,064.38
512 - County Records Preservation II Fund	\$ 63,716.79	\$ 718.17	\$ -	\$ -	\$ 64,434.96
515 - County Clerk Records Management and Preser	\$ 283,213.33	\$ 27,871.99	\$ 3,784.00	\$ -	\$ 307,301.32
516 - County Clerk Records Archive Fund	\$ 187,233.79	\$ 22,707.77	\$ -	\$ -	\$ 209,941.56
517 - Court Facilities Fund	\$ 15,363.10	\$ 4,406.10	\$ -	\$ -	\$ 19,769.20
518 - District Clerk Records Preservation	\$ 34,447.81	\$ 6,245.75	\$ -	\$ -	\$ 40,693.56
519 - District Clerk Rider Fund	\$ 34,395.71	\$ 3,262.21	\$ 1,387.81	\$ -	\$ 36,270.11
520 - District Clerk Archive Fund	\$ 5,784.27	\$ 46.72	\$ -	\$ -	\$ 5,830.99
523 - County Jury Fee Fund	\$ 55.59	\$ 218.37	\$ -	\$ -	\$ 273.96
524 - County Jury Fund	\$ 7,021.55	\$ 2,203.05	\$ -	\$ -	\$ 9,224.60
525 - Court Reporter Services Fund	\$ 17,811.05	\$ 5,663.67	\$ -	\$ -	\$ 23,474.72
526 - County Law Library Fund	\$ 42,042.92	\$ 7,880.07	\$ 6,063.90	\$ -	\$ 43,859.09
527 - Language Access Fund	\$ 4,848.47	\$ 1,743.92	\$ -	\$ -	\$ 6,592.39
536 - Courthouse Security Fund	\$ 12,539.42	\$ 10,233.25	\$ 24,663.39	\$ -	\$ (1,890.72)
537 - Justice Courts Security Fund	\$ 54,829.34	\$ 1,245.39	\$ -	\$ -	\$ 56,074.73
538 - JP Truancy Prevention and Diversion	\$ 35,300.56	\$ 3,298.29	\$ -	\$ -	\$ 38,598.85
539 - County Speciality Court Programs	\$ 12,174.28	\$ 1,693.07	\$ -	\$ -	\$ 13,867.35
550 - Justice Courts Technology Fund	\$ 87,458.10	\$ 3,448.20	\$ 3,593.50	\$ -	\$ 87,312.80
551 - County and District Courts Technology Fund	\$ 1,072.07	\$ 354.90	\$ -	\$ -	\$ 1,426.97
552- Child Abuse Prevention Fund	\$ 1,888.93	\$ 126.12	\$ -	\$ -	\$ 2,015.05
560 - District Attorney Prosecutors Supplement Fund	\$ -	\$ 2,970.39	\$ 4,395.43	\$ -	\$ (1,425.04)
561 - Pretrial Intervention Program Fund	\$ 124,528.13	\$ 4,471.57	\$ 1,321.53	\$ -	\$ 127,678.17
562 - District Attorney Forfeiture Fund	\$ 213,777.85	\$ 1,474.07	\$ 218.61	\$ -	\$ 215,033.31
563 - District Attorney Hot Check Fee Fund	\$ 1,751.42	\$ -	\$ -	\$ -	\$ 1,751.42
574 - Sheriff Forfeiture Fund	\$ 530,461.43	\$ 4,407.34	\$ 1,278.00	\$ -	\$ 533,590.77
576 - Sheriff Inmate Medical Fund	\$ 56,692.87	\$ 1,677.30	\$ -	\$ -	\$ 58,370.17
577 - DOJ-Equitable Sharing Fund	\$ 448,108.47	\$ 3,407.30	\$ -	\$ -	\$ 451,515.77
578 - Sheriff Commissary Fund	\$ 336,322.23	\$ 41,792.25	\$ 22,024.07	\$ -	\$ 356,090.41
583 - Elections Equipment Fund	\$ 22,211.84	\$ 60,680.25	\$ -	\$ -	\$ 82,892.09
584 - Tax Assessor Elections Service Contract Fund	\$ 61,354.42	\$ 5,405.71	\$ 4,013.34	\$ -	\$ 62,746.79
589 - Tax Assessor Special Inventory Fee Fund	\$ 96.62	\$ 0.15	\$ -	\$ -	\$ 96.77
601 - SPU Civil/Criminal/Juvenile Grant/Allocations	\$ -	\$ 827,864.56	\$ 1,397,293.49	\$ -	\$ (569,428.93)
640 - Juvenile Grant Fund (Title IV E)	\$ 84,055.43	\$ 729.19	\$ 288.00	\$ -	\$ 84,496.62
641 - Juvenile Grant State Aid Fund	\$ -	\$ 140,826.85	\$ 100,625.72	\$ -	\$ 40,201.13
615 - Adult Probation-Basic Services Fund	\$ 375,843.93	\$ 283,149.99	\$ 328,063.78	\$ -	\$ 330,930.14
616 - Adult Probation-Court Services Fund	\$ -	\$ 80,776.71	\$ 55,253.42	\$ -	\$ 25,523.29
617 - Adult Probation-Substance Abuse Services Fun	\$ -	\$ 58,873.68	\$ 25,340.27	\$ -	\$ 33,533.41
618 - Adult Probation-Pretrial Diversion	\$ -	\$ 14,852.49	\$ 10,060.41	\$ -	\$ 4,792.08
701 - Retiree Health Insurance Fund	\$ 2,016,990.17	\$ 18,801.21	\$ -	\$ -	\$ 2,035,791.38
802 - Walker County Public Safety Communications Center	\$ 1,136,992.89	\$ 451,389.51	\$ 494,211.17	\$ -	\$ 1,094,171.23
	6,310,830.65	2,141,514.56	2,851,006.16	-	5,601,339.05
	\$ 40,615,246.24	\$ 17,643,888.83	\$ 14,158,795.95	\$ (1,650,555.80)	\$ 42,449,783.32



Cash and Investments Report
Transactions Posted as of January 25, 2023
For the Fiscal Year Ending September 30, 2023

	Cash	Other Bank Accounts	Texpool	MBIA	Wells Fargo	Total
<u>Operating</u>						
101 - General Fund	\$ 4,824,739.42	\$ 114,738.26	\$ 2,034,566.49	\$ 1,302,899.25	\$ 5,980,914.59	\$ 14,257,858.01
192 - Debt Service Fund	343,373.63	-	438,339.33	-	-	\$ 781,712.96
220 - Road & Bridge	1,145,069.85	-	3,496,279.53	-	-	\$ 4,641,349.38
301 - Walker County EMS Fund	356,417.09	87,317.44	1,812,281.78	61,678.79	163,293.20	\$ 2,480,988.30
180 - Public Safety Seized Money Fund	-	-	103,391.29	-	-	\$ 103,391.29
185 - General Fund - Healthy County Initiative Fund	2,296.49	-	18,167.14	-	-	\$ 20,463.63
	6,671,896.48	202,055.70	7,903,025.56	1,364,578.04	6,144,207.79	22,285,763.57
<u>Projects</u>						
105 - General Projects Fund	-	-	4,872,433.79	819,454.93	329,481.57	6,021,370.29
115 - General Capital Projects Fund	-	-	5,548,760.18	-	-	5,548,760.18
119- ARP Funds	-	2,980,990.28	-	-	-	\$ 2,980,990.28
<u>Grants/Other Funds</u>						
473- SO Auto Task Force Grant	(23,002.48)	-	-	-	-	\$ (23,002.48)
474 - CDA Victims Grant	(17,553.97)	-	-	-	-	\$ (17,553.97)
481 - Jag Grants	(3,226.50)	-	-	-	-	(3,226.50)
483 - HAVA Fund	14,954.24	-	-	-	-	14,954.24
488 - CDBG Grants	(1,113,634.97)	-	-	-	-	(1,113,634.97)
511 - County Records Management and Preservation	1,064.38	-	-	-	-	1,064.38
512 - County Records Preservation II Fund	2,062.57	-	62,372.39	-	-	64,434.96
515 - County Clerk Records Management and Presen	37,794.58	-	204,956.69	67,550.05	-	310,301.32
516 - County Clerk Records Archive Fund	8,732.67	-	201,208.89	-	-	209,941.56
517 - Court Facilities Fund	19,769.20	-	-	-	-	19,769.20
518 - District Clerk Records Preservation	35,609.59	-	5,083.97	-	-	40,693.56
519 - District Clerk Rider Fund	6,430.14	-	29,839.97	-	-	36,270.11
520 - District Clerk Archive Fund	5,830.99	-	-	-	-	5,830.99
523 - County Jury Fee Fund	273.96	-	-	-	-	273.96
524 - County Jury Fund	9,224.60	-	-	-	-	9,224.60
525 - Court Reporter Services Fund	23,474.72	-	-	-	-	23,474.72
526 - County Law Library Fund	43,859.09	-	-	-	-	43,859.09
527 - Language Access Fund	6,592.39	-	-	-	-	6,592.39
536 - Courthouse Security Fund	(1,890.72)	-	-	-	-	(1,890.72)
537 - Justice Courts Security Fund	9,698.76	-	46,375.97	-	-	56,074.73
538 - JP Truancy Prevention and Diversion	34,589.07	-	4,009.78	-	-	38,598.85
539 - County Specialty Court Revenues Fund	13,059.45	-	807.90	-	-	13,867.35
540 - Fire Suppression-US Forest Service Fund	0.00	-	17,354.47	-	-	17,354.47
550 - Justice Courts Technology Fund	11,462.84	-	75,849.96	-	-	87,312.80
551 - County and District Courts Technology Fund	591.64	-	835.33	-	-	1,426.97
552- Child AbusePrevention Fund	2,015.05	-	-	-	-	2,015.05
560 - District Attorney Prosecutors Supplement Func	(745.89)	-	-	-	-	(745.89)
561 - Pretrial Intervention Program Fund	46,248.93	-	81,429.24	-	-	127,678.17
562 - District Attorney Forfeiture Fund	47,289.25	-	167,744.06	-	-	215,033.31
563 - District Attorney Hot Check Fee Fund	1,751.42	-	-	-	-	1,751.42
574 - Sheriff Forfeiture Fund	69,266.75	878.90	466,572.25	-	-	536,717.90
576 - Sheriff Inmate Medical Fund	12,324.14	-	46,046.03	-	-	58,370.17
577 - DOJ-Equitable Sharing Fund	65,837.20	-	361,273.38	24,405.19	-	451,515.77
578 - Sheriff Commissary Fund	142,665.63	-	215,822.45	-	-	358,488.08
583 - Elections Equipment Fund	82,892.09	-	-	-	-	82,892.09
584 - Tax Assessor Elections Service Contract Fund	26,151.90	-	36,594.89	-	-	62,746.79
589 - Tax Assessor Special Inventory Fee Fund	80.16	-	16.61	-	-	96.77
601 - SPU Civil/Criminal/Juvenile Grant/Allocations	(1,498,554.86)	-	-	-	-	(1,498,554.86)
640 - Juvenile Grant Fund (Title IV E)	1,588.68	-	82,979.94	-	-	84,568.62
641 - Juvenile Grant State Aid Fund	40,591.13	-	-	-	-	40,591.13
701 - Retiree Health Insurance Fund	0.00	-	808,265.45	1,227,525.93	-	2,035,791.38
County Treasurer Agency Funds						-
615 - Adult Probation-Basic Services Fund	130,641.25	30.00	85,926.81	117,747.96	-	334,346.02
616 - Adult Probation-Court Services Fund	25,523.29	-	-	-	-	25,523.29
617 - Adult Probation-Substance Abuse Services Fun	33,533.41	-	-	-	-	33,533.41
618 -Pretrial Diversion	4,792.08	-	-	-	-	4,792.08
802 - Walker County Public Safety Communications	249,234.66	-	845,718.39	-	-	1,094,953.05
810 - Agency Fund - LEOSE Training Funds	54,379.28	-	-	-	-	54,379.28
	(1,336,728.21)	908.90	3,847,084.82	1,437,229.13	0.00	3,948,494.64
	\$ 5,335,168.27	\$ 3,183,954.88	\$ 22,171,304.35	\$ 3,621,262.10	\$ 6,473,689.36	\$ 40,785,378.96



Cash and Investments Report
As of January 25, 2023
 Transactions Posted as of January 25, 2023

	Cash	ICT	Certificates of Deposit	Total
Agency Funds Maintained by the Department (Balance as of Last Date Reported by the Department)				
850 Agency Fund - County Clerk	\$ 853,381.58	\$ 356,465.21	\$ -	\$ 1,209,846.79
851 Agency Fund - District Clerk	\$ 574,581.62	\$ -	\$ 609,574.26	\$ 1,184,155.88
852 Agency Fund - Criminal District Attorney	\$ 2,099.93	\$ -	\$ -	\$ 2,099.93
853 Agency Fund - Tax Assessor	\$ 2,399,973.13	\$ -	\$ -	\$ 2,399,973.13
854 Agency Fund - Sheriff	\$ 83,016.96	\$ -	\$ -	\$ 83,016.96
855 Agency Fund - Juvenile	\$ 1,700.20	\$ -	\$ -	\$ 1,700.20
856 Agency Fund - County Treasurer Jury	\$ 189.94	\$ -	\$ -	\$ 189.94
857 Agency Fund - Justice of Peace Precinct 4	\$ 14,922.13	\$ -	\$ -	\$ 14,922.13
858 Agency Fund - Adult Probation	\$ 2,743.41	\$ -	\$ -	\$ 2,743.41
	\$ 3,932,608.90	\$ 356,465.21	\$ 609,574.26	\$ 4,898,648.37



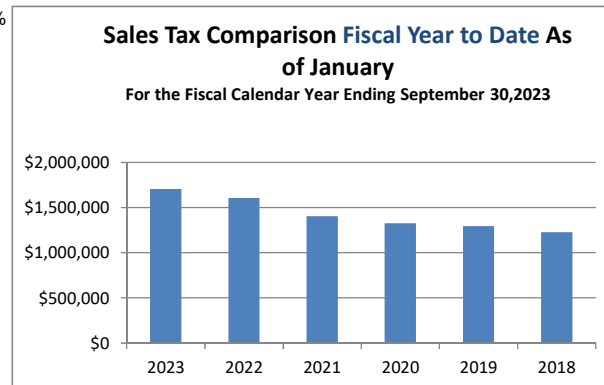
Sales Tax Revenue Comparison by Fiscal Year

		Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018
October	12.80%	\$ 426,935.35	\$ 378,481.65	\$ 341,282.66	\$ 309,760.99	\$ 339,514.51	\$ 272,435.23
November	1.47%	\$ 477,305.48	\$ 470,400.36	\$ 404,860.53	\$ 432,570.77	\$ 365,595.48	\$ 376,237.61
December	9.29%	\$ 402,702.70	\$ 368,467.73	\$ 311,632.44	\$ 282,270.19	\$ 323,873.04	\$ 285,192.78
January	2.47%	\$ 396,438.25	\$ 386,864.04	\$ 345,810.13	\$ 297,832.83	\$ 263,748.83	\$ 290,351.62
February		\$ -	\$ 488,772.53	\$ 402,950.76	\$ 410,854.29	\$ 377,316.70	\$ 348,471.45
March		\$ -	\$ 391,919.74	\$ 328,566.37	\$ 353,527.33	\$ 311,788.03	\$ 297,957.34
April		\$ -	\$ 317,716.26	\$ 270,692.68	\$ 263,551.31	\$ 296,140.87	\$ 251,318.62
May		\$ -	\$ 458,660.51	\$ 447,063.15	\$ 357,514.78	\$ 355,687.53	\$ 359,613.96
June		\$ -	\$ 429,635.63	\$ 393,372.95	\$ 307,406.08	\$ 302,439.53	\$ 299,690.96
July		\$ -	\$ 401,984.02	\$ 349,935.05	\$ 322,571.05	\$ 285,622.64	\$ 336,926.85
August		\$ -	\$ 480,257.68	\$ 434,731.20	\$ 393,734.55	\$ 339,087.66	\$ 352,584.14
September		\$ -	\$ 398,673.98	\$ 369,724.46	\$ 328,146.29	\$ 330,366.78	\$ 296,901.19
		\$ 1,703,381.78	\$ 4,971,834.13	\$ 4,400,622.38	\$ 4,059,740.46	\$ 3,891,181.60	\$ 3,767,681.75

This time last year	\$1,604,213.78
% Change	6.18%

Sales Tax Rate for Walker County is	0.5%
State Sales Tax Rate is	6.25%
<u>Municipalities Within Walker County</u>	
City of Huntsville Sales Tax Rate	1.5%
City of New Waverly Sales Tax Rate	1.5%
City of Riverside Sales Tax Rate	1.5%

Fiscal Year to Date	\$ 1,703,381.78	\$ 1,604,213.78	\$ 1,403,585.76	\$ 1,322,434.78	\$ 1,292,731.86	\$ 1,224,217.24
Budgeted this Fiscal Year	\$ 4,750,000.00					
Pct Received This FY	35.9%					





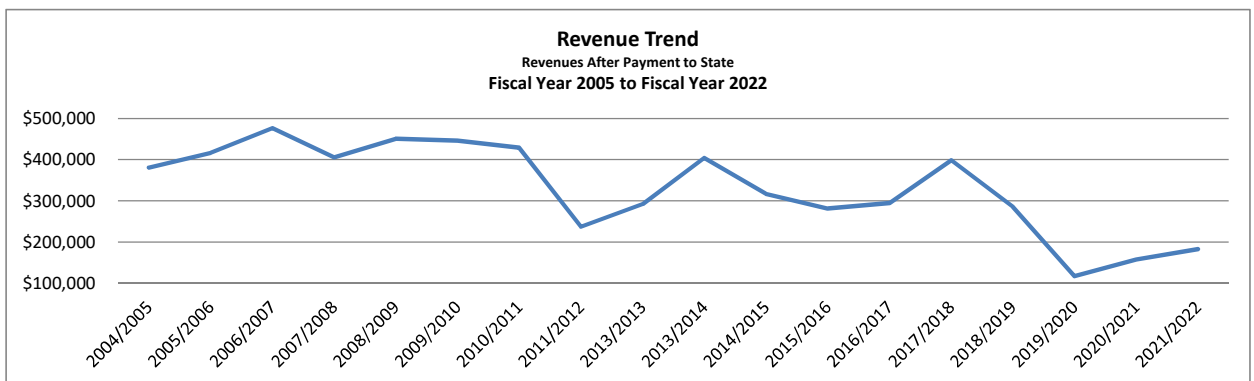
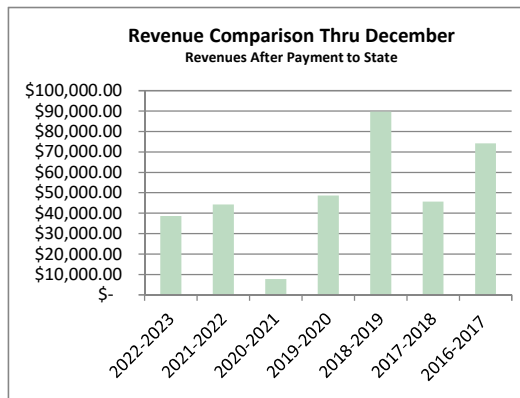
Weigh Station Revenue Comparison by Fiscal Year

Comparison Numbers Based on Revenues Retained by Walker County after submission of fines paid to State

	Total 2022-2023	Pd to State	Fiscal Year 2022-2023	Fiscal Year 2021-2022	Fiscal Year 2020-2021	Fiscal Year 2019-2020	Fiscal Year 2018-2019	Fiscal Year 2017-2018	Fiscal Year 2016-2017
October	\$ 17,736.00	\$ (3,588.00)	\$ 14,148.00	\$ 18,286.80	\$ 2,840.80	\$ 23,601.60	\$ 45,179.10	\$ 16,978.20	\$ 32,892.75
November	\$ 11,572.00	\$ (1,311.00)	\$ 10,261.00	\$ 12,515.00	\$ 2,354.00	\$ 9,759.50	\$ 17,677.95	\$ 16,603.70	\$ 23,177.65
December	\$ 17,848.00	\$ (3,690.00)	\$ 14,158.00	\$ 13,435.50	\$ 2,491.50	\$ 15,248.10	\$ 26,932.10	\$ 12,130.30	\$ 18,201.90
January	\$ -	\$ -	\$ -	\$ 14,960.00	\$ 10,436.50	\$ 14,941.35	\$ 23,035.20	\$ 17,600.90	\$ 31,483.40
February	\$ -	\$ -	\$ -	\$ 15,521.50	\$ 10,863.50	\$ 11,991.00	\$ 26,752.90	\$ 8,475.90	\$ 25,404.45
March	\$ -	\$ -	\$ -	\$ 14,826.00	\$ 18,304.90	\$ 11,431.00	\$ 29,424.12	\$ 28,972.05	\$ 33,279.62
April	\$ -	\$ -	\$ -	\$ 16,970.00	\$ 18,441.15	\$ 6,728.00	\$ 30,934.90	\$ 45,791.50	\$ 22,813.40
May	\$ -	\$ -	\$ -	\$ 14,331.00	\$ 17,318.50	\$ 6,131.70	\$ 18,350.50	\$ 54,074.80	\$ 27,470.20
June	\$ -	\$ -	\$ -	\$ 15,151.50	\$ 22,397.00	\$ 6,101.35	\$ 18,272.90	\$ 42,187.90	\$ 17,592.50
July	\$ -	\$ -	\$ -	\$ 15,425.65	\$ 22,694.00	\$ 3,857.00	\$ 18,109.90	\$ 56,237.20	\$ 22,612.15
August	\$ -	\$ -	\$ -	\$ 17,733.75	\$ 17,414.00	\$ 4,634.00	\$ 13,131.10	\$ 58,404.20	\$ 17,220.00
September	\$ -	\$ -	\$ -	\$ 13,837.50	\$ 12,157.00	\$ 2,610.90	\$ 18,541.95	\$ 41,298.80	\$ 22,472.15
	\$ 47,156.00	\$ (8,589.00)	\$ 38,567.00	\$ 182,994.20	\$ 157,712.85	\$ 117,035.50	\$ 286,342.62	\$ 398,755.45	\$ 294,620.17

Allocated to Weigh Station Improv.	\$ -	This time last year	\$44,237.30
Allocated to Road and Bridge	\$ 38,567.00	% Change	-12.80%

Fiscal Year to Date \$ 47,156.00 \$ (8,589.00) \$ 38,567.00 \$ 44,237.30 \$ 7,686.30 \$ 48,609.20 \$ 89,789.15 \$ 45,712.20 \$ 74,272.30



Budget for FY 222/2023

	From Tax rate	County Road and Bridge Operations	Weigh Station Request for Part- Time Person
Justice of Peace Pct 4	\$ 64,889.00	\$ -	\$ -
Weigh Station Utilities/Services	\$ 35,187.00	\$ -	\$ -
Weigh Station Personnel	\$ -	\$ -	\$ 23,961.00
Road and Bridge Operations	\$ -	\$ 180,000.00	\$ -
	\$ 100,076.00	\$ 180,000.00	\$ 23,961.00



*Walker County
Summary of Debt*

Certificates of Obligation Issue Dated June 1, 2012

Capital Projects

	Issued - Amount	Current Outstanding Amount	Principal	Debt Service FY 2022-2023 Interest	Total
Series 2012 - \$20,000,000 due in installments of \$685,000 to \$1,335,000 to mature 06/01/2032 at interest rate of 2.0% to 3.7% - callable August 1, 2022	\$20,000,000	\$11,470,000	\$990,000	\$382,868	\$1,372,868
Total Capital Projects	\$20,000,000	\$11,470,000	\$990,000	\$382,868	\$1,372,868



Walker County
Claims and Invoices Submitted for Payment

Page 1 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

30030-12th Judicial District Court

10629 - Bennett Law Office PC

1/10/2023	30,392	\$ 600.00	1/29/2023		Cause # 30,392
1/5/2023	30,584	\$ 600.00	1/29/2023		Cause # 30,584
1/13/2023	A1203	\$ 100.00	1/29/2023		Cause #Unindicted, McClintock, M.
1/10/2023	A1204	\$ 100.00	1/29/2023		Cause #Unindicted, Sims, R.

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 56.64	1/29/2023		Black & White 1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	---

11235 - Holland, John

1/17/2023	A1202	\$ 1,000.00	1/29/2023		Cause # 28,564, 28,746
-----------	-------	-------------	-----------	--	------------------------

11811 - Law Office of Joseph W Krippel

1/23/2023	28,144	\$ 600.00	1/29/2023		Cause # 28,144
-----------	--------	-----------	-----------	--	----------------

13346 - Texas Security Shredding

1/10/2023	0056174	\$ 28.00	1/29/2023		Shredding Services/12th DC - 1/4/23
-----------	---------	----------	-----------	--	-------------------------------------

13425 - Sanchez, Elsa

1/24/2023	2096	\$ 843.75	1/29/2023		Interpreter Service/Mileage - 11/15/22
-----------	------	-----------	-----------	--	--

13796 - ODP Business Solutions, LLC

1/24/2023	286295667001	\$ 393.57	1/29/2023	PA - 2252	Copy Paper x3ca, Energel Pen x3dz, HP Toner x2, Notes 4x6 x1pk
1/24/2023	286298726001	\$ 20.96	1/29/2023	PA - 2252	Agc Scth Tape x1pk

12th Judicial District Court - Totals \$ 4,342.92

30040-278th Judicial District Court

11235 - Holland, John

1/17/2023	A1205	\$ 750.00	1/29/2023		Cause # 27,823, 28,097
-----------	-------	-----------	-----------	--	------------------------

11872 - Zavala, Irma



Walker County
Claims and Invoices Submitted for Payment

Page 2 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/17/2023	22-1206	\$ 535.00	1/29/2023		Services Rendered - 11/28/22 <u>er, Christopher</u>
1/23/2023	30,261	\$ 750.00	1/29/2023		Cause # 30,261
1/23/2023	30,799	\$ 850.00	1/29/2023		Cause # 30,799 CT1, CT2 <u>ckett, PhD, PLLC, Jennifer</u>
1/19/2023	30631	\$ 750.00	1/29/2023		Srv Rendered/Competency Evaluation - 10/31/22 <u>ey, Michael</u>
1/4/2023	29,859	\$ 5,869.50	1/29/2023		Cause # 29,859 <u>laney, John</u>
1/24/2023	A1206	\$ 632.87	1/29/2023		Visiting Judge Travel Expense 1/11 - 23/2023
istrict Court - Totals		\$ 10,137.37			
Supervision					
<u>go Tire & Service Center</u>					
1/19/2023	170178	\$ 7.00	1/29/2023		Vehicle Inspection/FAS#11864 <u>lker County Hardware</u>
1/19/2023	125402	\$ 6.59	1/29/2023	PO - 41072	Miscellaneous repairs, parts and supplies- 10/1/22-8/31/23 <u>izon Wireless</u>
1/20/2023	9925102913	\$ 444.79	1/29/2023		Monthly Service 12/11/22-01/10/23 <u>ndstream</u>
1/17/2023	536-2579.011723	\$ 60.53	1/29/2023		Monthly Service-01/13/23-02/12/23 <u>ney Bowes Postage by Wire</u>
1/23/2023	D-445	\$ 2,000.00	1/29/2023		Bowes Reserve Acct #36009108, Replenish postage funds for the CSCD's Reserve Account. <u>walt, Katrina</u>



Walker County
Claims and Invoices Submitted for Payment

Page 3 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

12/28/2022	D-614	\$ 107.50	1/29/2023		Miles/172.0 - 12/20-28/22
------------	-------	-----------	-----------	--	---------------------------

11518 - Tipton, Jeremy

1/17/2023	289	\$ 250.00	1/29/2023		CSTS Contract Services - January 2023
-----------	-----	-----------	-----------	--	---------------------------------------

12363 - Rollo Insurance Group, Inc.

1/17/2023	D-607	\$ 336.00	1/29/2023		Bond/Crime Shield/Adult Probation, W.C. 12th & 278th Judicial Districts - 01/24/23-01/24/24
-----------	-------	-----------	-----------	--	--

13856 - Optimum

1/23/2023	7086315011.0123	\$ 264.00	1/29/2023		Monthly Service-01/12/23-02/11/23
-----------	-----------------	-----------	-----------	--	-----------------------------------

Adult Basic Supervision - Totals **\$ 3,476.41**

50110-Adult Probation Support-
General Fund

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 119.30	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--

1/18/2023	602937	\$ 268.39	1/29/2023		Color1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--------------------------------

Invoice Total **\$ 387.69**

Adult Probation Support- General Fund - Totals **\$ 387.69**

48119-ARP-Public Safety

13720 - Rugged Depot

1/19/2023	70798	\$ 735.00	1/29/2023	PO - 41267	Item C- MD-119 - (3) 11# Slide Out Locking Swing Arm with Low Profile Motion Device Adapter
-----------	-------	-----------	-----------	------------	--

1/19/2023	70798	\$ 309.00	1/29/2023	PO - 41267	Item C-HDM-215 - (3) 10# Heavy-Duty Telescoping Pole, Side Mount
-----------	-------	-----------	-----------	------------	---

1/19/2023	70798	\$ 165.00	1/29/2023	PO - 41267	Item C-UMM-103 - (3) Universal Monitor Mount Assembly
-----------	-------	-----------	-----------	------------	---

1/19/2023	70798	\$ 3,255.00	1/29/2023	PO - 41267	Item DS-PAN-1012-2 - (3) Docking Station for 2 in 1
-----------	-------	-------------	-----------	------------	---

1/19/2023	70798	\$ 7,568.00	1/29/2023	PO - 41267	Item DS-PAN-722-2 - (11) Docking Station.
-----------	-------	-------------	-----------	------------	---

1/19/2023	70798	\$ 517.55	1/29/2023	PO - 41267	Item PKG-PSM-353 - (1) Pedestal Mount.
-----------	-------	-----------	-----------	------------	--

Invoice Total **\$ 12,549.55**

1/20/2023	70985	\$ 1,924.32	1/29/2023	PO - 41267	Item FZ-VEKG21LM - (3) Keyboard
-----------	-------	-------------	-----------	------------	---------------------------------

13876 - Sustainable Security Solutions, Inc.

1/26/2023	22-012-2	\$ 76,400.00	1/29/2023	PO - 41244	Jail Security Electronic Upgrade Project
-----------	----------	--------------	-----------	------------	--



Walker County
Claims and Invoices Submitted for Payment

Page 4 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/24/2023	22-012-3	\$ 818,350.00	1/29/2023	PO - 41244	Jail Security Electronic Upgrade Project
-----------	----------	---------------	-----------	------------	--

ARP-Public Safety - Totals **\$ 909,223.87**

10000-Balance Sheet Accounts

10051 - Dearborn National Life Insurance Co

1/20/2023	FD012023	\$ 36.52	1/29/2023		January 2023 Premiums
-----------	----------	----------	-----------	--	-----------------------

10159 - Motorola Solutions, Inc.

1/11/2023	1187092197	\$ 1,491.00	1/29/2023		Batteries for Radios x14, Ref PO 40518
-----------	------------	-------------	-----------	--	--

10165 - Texas State Comptroller-DNP

1/23/2023	Civil.01/31/23	\$ 894.06	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 2,430.00	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 37.50	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 48.90	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 2,541.00	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 6,041.70	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 343.80	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 1,137.24	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 1,050.00	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 2,254.58	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 1,805.00	1/29/2023		Civil Costs and Fees Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 40.00	1/29/2023		Civil Costs and Fees REPEALED FEE Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 160.00	1/29/2023		Civil Costs and Fees REPEALED FEE Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 622.10	1/29/2023		Civil Costs and Fees REPEALED FEE Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 127.44	1/29/2023		Civil Costs and Fees REPEALED FEE Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 678.65	1/29/2023		Civil Costs and Fees REPEALED FEE Q4 end 12/31/2022
1/23/2023	Civil.01/31/23	\$ 50.74	1/29/2023		Civil Costs and Fees REPEALED FEE Q4 end 12/31/2022
	Invoice Total	\$ 20,262.71			

1/24/2023	Criminal.01/31/23	\$ 50,855.75	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 4,522.50	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 2,194.16	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 14,808.08	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 731.35	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 5,226.29	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 176.20	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 108.81	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 287.95	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022



Walker County
Claims and Invoices Submitted for Payment

Page 5 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/24/2023	Criminal.01/31/23	\$ 1.57	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 28.58	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 3.46	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 72.93	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 926.32	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 146.01	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 623.37	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
1/24/2023	Criminal.01/31/23	\$ 8,589.00	1/29/2023		State Criminal Costs and Fees Q4 end 12/31/2022
	Invoice Total	\$ 89,302.33			
1/24/2023	EFS.01/31/23	\$ 461.55	1/29/2023		Electronic Filing System Q4 end 12/31/2022
1/24/2023	EFS.01/31/23	\$ 13.06	1/29/2023		Electronic Filing System Q4 end 12/31/2022
	Invoice Total	\$ 474.61			
1/24/2023	SpecCrtProg.01/31/23	\$ 22.50	1/29/2023		Specialty Court Program Q4 end 12/31/2022
<u>10376 - Texas Parks & Wildlife</u>					
1/19/2023	422-028384	\$ 133.45	1/29/2023		JP4 Citation/422-028384/Gonzales-Perez, R. 1/19/23
1/19/2023	423-028465	\$ 218.45	1/29/2023		JP4 Citation/423-028465/Winkelmann, C. 1/19/23
1/19/2023	423-028466	\$ 133.45	1/29/2023		JP4 Citation/423-028466/Winkelmann, C. 1/19/23
<u>10383 - OmniBase Services of Texas</u>					
1/2/2023	422-001236	\$ 301.90	1/29/2023		JP1 Failure to Appear - 10/31/22-12/31/22
1/2/2023	422-002236	\$ 90.00	1/29/2023		JP2 Failure to Appear - 10/31/22-12/31/22
1/2/2023	422-003236	\$ 131.76	1/29/2023		JP3 Failure to Appear - 10/31/22-12/31/22
1/2/2023	422-004236	\$ 282.00	1/29/2023		JP4 Failure to Appear - 10/31/22-12/31/22
<u>10542 - Perdue Brandon Fielder Collins & Mott LLP</u>					
1/13/2023	IVC00068694	\$ 368.70	1/29/2023		JP2 Fines and Fees - 9/1-30/2022
1/18/2023	IVC00070110	\$ 450.00	1/29/2023		JP3 Fines and Fees - December 2022
1/3/2023	IVC00070112	\$ 763.87	1/29/2023		JP1 Fines and Fees - 12/1-31/2022



Walker County
Claims and Invoices Submitted for Payment

Page 6 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/3/2023	IVC00070113	\$ 425.10	1/29/2023		JP2 Fines and Fees - 12/01-31/2022
1/3/2023	IVC00070115	\$ 653.10	1/29/2023		JP4 Fines and Fees - 12/1-31/2022
1/8/2023	IVC00070226	\$ 1,452.30	1/29/2023		JP1 Fine and Fees - August 2022
1/23/2023	IVC00070227	\$ 50.10	1/29/2023		JP2 Fines and Fees - August 2022
1/19/2023	IVC00070229	\$ 404.10	1/29/2023		JP4 Fines and Fees - August 2022
<u>CJ-Texas Correctional Industries</u>					
1/23/2023	UI 504670	\$ 540.08	1/29/2023		36" Decals x6, 12" Decals x4 Vinyl and Silkscreen Ref PO 40854
<u>ecTV LLC</u>					
1/11/2023	075669314.23011 1	\$ 6.25	1/29/2023		Monthly Service - 01/10/23-02/09/23
<u>gged Depot</u>					
1/19/2023	70643	\$ 2,863.85	1/29/2023		Protection Plus Warranty x5, REF PO 40530/41392
<u>res, Charles</u>					
1/23/2023	D-623	\$ 500.00	1/29/2023		Refund Deposit for Storm Shelter - 06/17/23 - LA#0040-23
ccounts - Totals		\$ 121,358.13			
Costs					
<u>e Huntsville Item</u>					
1/18/2023	5	\$ 688.00	1/29/2023		Monthly Service 12/10 - 29/22
<u>go Tire & Service Center</u>					
1/19/2023	170180	\$ 161.44	1/29/2023	PO - 41120	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
<u>partment of Information Resources</u>					
1/20/2023	23120906N	\$ 169.28	1/29/2023		T1, DS1, Cir Lns, Long Distance 12/01-31/22
1/20/2023	23120906N	\$ 537.28	1/29/2023		T1, DS1, Cir Lns, Long Distance 12/01-31/22
Invoice Total		\$ 706.56			



Walker County
Claims and Invoices Submitted for Payment

Page 7 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

10356 - Sam Houston Memorial Funeral Home

1/17/2023	22-0269	\$ 905.00	1/29/2023		Transport/Case#22-0269/Rodriguez, B.
1/17/2023	22-0302	\$ 905.00	1/29/2023		Transport/Case#22-0302/Rodriguez, B.
1/17/2023	23-0002	\$ 905.00	1/29/2023		Transport/Case#23-0002/Atchley, D.

10754 - CapRisk Consulting Group

1/23/2023	23012001	\$ 4,950.00	1/29/2023		Postemployment Benefits Other than Pension FY2022
-----------	----------	-------------	-----------	--	---

11866 - Guthrie, Regina

2/1/2023	G230201	\$ 500.00	2/1/2023		Parking Lot Rental - 02/23
----------	---------	-----------	----------	--	----------------------------

12363 - Rollo Insurance Group, Inc.

1/17/2023	D-600	\$ 1,242.50	1/29/2023		Bond/Public Official/County Judge 01/01/23-01/01/27
1/17/2023	D-601	\$ 135.00	1/29/2023		Bond/JP Pct 2 - 01/01/23-01/01/27
1/17/2023	D-602	\$ 1,243.00	1/29/2023		Bond/Public Official/Judge County Court at Law 01/01/23-01/01/27
1/17/2023	D-603	\$ 178.00	1/29/2023		Bond/Public Official/JOP Pct 1 01/01/23-01/01/27
1/17/2023	D-605	\$ 2,996.00	1/29/2023		Bond/Public Official/County Clerk 01/01/23-01/01/27
1/17/2023	D-606	\$ 310.63	1/29/2023		Bond/Public Official/District Clerk 01/01/23-01/01/27
1/17/2023	D-608	\$ 759.00	1/29/2023		Bond/Crime Shield/Clerk's Office 01/01/23-01/01/24
1/17/2023	D-609	\$ 93.00	1/29/2023		Bond/County Auditor 01/01/23-01/01/25
1/17/2023	D-610	\$ 146.00	1/29/2023		Bond/Crime Shield/Planning & Development 01/01/23-01/01/24
1/17/2023	D-611	\$ 177.50	1/29/2023		Bond/Public Official/JOP Pct#3 01/01/23-01/01/27
1/17/2023	D-612	\$ 178.00	1/29/2023		Bond/Public Official/District Attorney 01/01/23-01/01/27



Walker County
Claims and Invoices Submitted for Payment

Page 8 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/23/2023	D-621	\$ 234.00	1/29/2023		Bond/Public Employee/Juvenile Services 02/13/23-02/13/24
-----------	-------	-----------	-----------	--	--

13728 - Amwins Group Benefits LLC

1/20/2023	AM022023	\$ 12,890.10	1/29/2023		February 2023 Premiums
-----------	----------	--------------	-----------	--	------------------------

13796 - ODP Business Solutions, LLC

1/17/2023	284847383001	\$ 104.95	1/29/2023	PO - 41390	673408 - Custom Engraved Plastic Desk Fine with Medal Pedestal Holder; Danny Kuykendall, Ronnie White, Bill Daugette, Brandon Decker, Colt Christian
-----------	--------------	-----------	-----------	------------	--

13856 - Optimum

1/23/2023	7086315011.0123	\$ 808.00	1/29/2023		Monthly Service-01/12/23-02/11/23
-----------	-----------------	-----------	-----------	--	-----------------------------------

Centralized Costs - Totals **\$ 31,216.68**

44040-Constable Precinct 4

12477 - Texas Top Cop Shop, Inc.

1/23/2023	78100	\$ 739.95	1/29/2023	PO - 41111	Uniforms- 10/1/22-9/30/23
-----------	-------	-----------	-----------	------------	---------------------------

13370 - Walker County Transmissions/WC Auto

1/6/2023	18663	\$ 897.05	1/29/2023	PO - 41062	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
----------	-------	-----------	-----------	------------	--

Constable Precinct 4 - Totals **\$ 1,637.00**

44001-Constables Central

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 33.73	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13934 - Team Legal, INC

1/24/2023	D-627	\$ 100.00	1/29/2023		Refund for Non-Service Receipt CP-19888 Case#J292134 11/9/22 Civil ID #61696
-----------	-------	-----------	-----------	--	---

Constables Central - Totals **\$ 133.73**

**59990-Corrections and
Rehabilitation Projects**

12284 - Goodwin-Lasiter, Inc.

1/23/2023	1471	\$ 11,000.00	1/29/2023	PO - 41400	Engineering Services, Jail Plumbing
-----------	------	--------------	-----------	------------	-------------------------------------

Corrections and Rehabilitation Projects - Totals **\$ 11,000.00**



Walker County
Claims and Invoices Submitted for Payment

Page 9 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

20010-County Auditor

10180 - Texas Association of Counties

1/18/2023	D-613	\$ 295.00	1/29/2023		Membership Dues for 2023 Texas Association County Auditors/ Allen P., Rerich K., Davis E.
-----------	-------	-----------	-----------	--	---

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 154.11	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--

1/18/2023	602937	\$ 327.57	1/29/2023		Color1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--------------------------------

	Invoice Total	\$ 481.68			
--	----------------------	------------------	--	--	--

County Auditor - Totals **\$ 776.68**

15050-County Clerk

10284 - LexisNexis Risk Data Management, Inc.

1/18/2023	1125970- 20221231	\$ 6.75	1/29/2023		Acct#1125970, 12/1-31/22
-----------	----------------------	---------	-----------	--	--------------------------

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 93.93	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13796 - ODP Business Solutions, LLC

1/3/2023	284167401001	\$ 289.46	1/29/2023	PA - 2272	3 tier Mesh Organizer, HP Toner, Replace HP Toner x2 ea
----------	--------------	-----------	-----------	-----------	---

12/30/2022	284180697001	\$ 45.20	1/29/2023	PA - 2272	Lubricant x2ea
------------	--------------	----------	-----------	-----------	----------------

12/31/2022	284180699001	\$ 49.78	1/29/2023	PA - 2272	File Folder monthly x2ea
------------	--------------	----------	-----------	-----------	--------------------------

1/3/2023	284180706001	\$ 229.58	1/29/2023	PA - 2272	Toner, HP x2
----------	--------------	-----------	-----------	-----------	--------------

County Clerk - Totals **\$ 714.70**

15060-County Clerk Records
Preservation

10172 - Scott Merriman, Inc.

1/11/2023	071022	\$ 3,000.00	1/29/2023	PO - 41323	Office Supplies- 10/1/22-9/30/23
-----------	--------	-------------	-----------	------------	----------------------------------

County Clerk Records Preservation - Totals **\$ 3,000.00**

30020-County Court at Law

11066 - Canon Solutions America, Inc.



Walker County
Claims and Invoices Submitted for Payment

Page 10 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/18/2023	602937	\$ 97.91	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

11811 - Law Office of Joseph W Krippe

1/9/2023	21-0035	\$ 500.00	1/29/2023		Cause #21-0035
----------	---------	-----------	-----------	--	----------------

1/9/2023	21-0708	\$ 500.00	1/29/2023		Cause #21-0708
----------	---------	-----------	-----------	--	----------------

1/9/2023	22-0555	\$ 500.00	1/29/2023		Cause #22-0555
----------	---------	-----------	-----------	--	----------------

1/9/2023	22-0625	\$ 500.00	1/29/2023		Cause #22-0625
----------	---------	-----------	-----------	--	----------------

1/9/2023	23-0013	\$ 500.00	1/29/2023		Cause #23-0013
----------	---------	-----------	-----------	--	----------------

1/9/2023	23-0016	\$ 500.00	1/29/2023		Cause #23-0016
----------	---------	-----------	-----------	--	----------------

13289 - Cain Law, PLLC

1/6/2023	A1194	\$ 100.00	1/29/2023		Cause #Rejected, Salazar, E.
----------	-------	-----------	-----------	--	------------------------------

13346 - Texas Security Shredding

1/10/2023	0056174	\$ 28.00	1/29/2023		Shredding Services/CCL - 1/4/23
-----------	---------	----------	-----------	--	---------------------------------

County Court at Law - Totals

\$ 3,225.91

17010-County Facilities

10023 - Coburn's Huntsville # 15

1/17/2023	156205074	\$ 38.10	1/29/2023	PO - 41005	Building repairs, parts and supplies- 10/1/22-9/30/23
-----------	-----------	----------	-----------	------------	---

10036 - CenterPoint Energy

1/20/2023	26067850.2301	\$ 362.44	1/29/2023		Mo Svc 12/12/22-01/11/23 1301 Sam Houston Ave
-----------	---------------	-----------	-----------	--	---

1/20/2023	73707291.2301	\$ 216.01	1/29/2023		Mo Svc 12/12/22-01/11/23 1313 University Ave
-----------	---------------	-----------	-----------	--	--

10071 - Johnson Supply & Equipment Corp.

1/9/2023	11210768	\$ 160.41	1/29/2023	PO - 41009	HVAC repairs, parts and supplies-10/1/22-9/30/23
----------	----------	-----------	-----------	------------	--

1/20/2023	11210961	\$ 61.31	1/29/2023	PO - 41009	HVAC repairs, parts and supplies-10/1/22-9/30/23
-----------	----------	----------	-----------	------------	--

10076 - McCaffety Electric Co., Inc.



Walker County
Claims and Invoices Submitted for Payment

Page 11 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/9/2023	85686	\$ 1,029.25	1/29/2023	PO - 41014	Electrical services, parts and supplies- 10/1/22-9/30/23
----------	-------	-------------	-----------	------------	--

10143 - Walker County Hardware

1/9/2023	124966	\$ 14.99	1/29/2023	PA - 2207	2" Paintbrush
1/9/2023	124993	\$ 0.79	1/29/2023	PA - 2207	Wallplate
1/10/2023	125012	\$ 28.57	1/29/2023	PA - 2207	Sponge Sanding Drywall, 5pc Brush Art Utility, Ace Better Brush Ang 4pk
1/18/2023	125096	\$ 9.18	1/29/2023	PA - 2207	Velcro 2"x4" x2
1/18/2023	125300	\$ 13.63	1/29/2023	PA - 2207	Hex Key Long Arm 1/2", Hillman Fastners x2
1/18/2023	125303	\$ 9.27	1/29/2023	PA - 2207	Hillman Fastners x3
1/18/2023	125317	\$ 21.99	1/29/2023	PA - 2207	Hillman Fastners x30, Mark Pnt PL Flr Pink
1/18/2023	125321	\$ 2.79	1/29/2023	PA - 2207	Adapter SCH40PVC
1/18/2023	125337	\$ 47.98	1/29/2023	PA - 2207	Fire Ant Killer Gran x2

10238 - Precision Pest Control

1/18/2023	99992	\$ 2,114.00	1/29/2023	PO - 41017	Pest Control Services 10/1/22-9/30/23
-----------	-------	-------------	-----------	------------	---------------------------------------

10317 - Home Depot

1/11/2023	1031401	\$ 99.13	1/29/2023	PA - 2204	Courthouse - Wire Lock Pins Round Head 1/4", Top Beam Clamp 1/4" x2, Spring Nut 1/4" pk/5, 12/2 CU Modular Assembly Quick Cable Whip 8', 36" Bronze Ceiling Fan Extension Downrod, 12 Ga Strut Channel Silver 10', Flat Washer Zinc 1/4 x4, Hex Bolt Zinc 1/4 x
1/19/2023	3031936	\$ 31.71	1/29/2023	PA - 2204	Handy Panel 1/2 2x4 Sanded Plywood, Toggle Bolt1/4x3 10pc
1/18/2023	4031890	\$ 171.84	1/29/2023	PA - 2204	Terry Towels 60pk x4, 24 pk Microfiber Cloths x4
1/17/2023	5521831	\$ 36.70	1/29/2023	PA - 2204	8 oz Rain or Shine Purple Primer, U-Bolt 5/16"x1/2"x2-5/8" x2, 1"x2' PVC Pipe, 1" PVC Cross, 3/4 Female Adaptor



Walker County
Claims and Invoices Submitted for Payment

Page 12 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/17/2023	5521852	\$ 15.06	1/29/2023	PA - 2204	6 Amp Single Pole Momentary Contact Push-Button Switch, 1-Gang .625 in. Hole Device Phone/Cable Wall Plate, 30 Amp Single-Pole Circuit Breaker, Fender Washer Zinc 1/2 x2
1/17/2023	5620412	\$ 17.96	1/29/2023	PA - 2204	3/4 in. x 18 in. Galvanized Steel Schedule 40 Cut Pipe
1/13/2023	9010694	\$ 204.93	1/29/2023	PA - 2204	Maintenance - IX4-8FT D-GRD PI GC Weathershield x4, 1M Embossed Mocha 2'x5' Precut, Caster - Non-Mark Rubber 4" Swivel x8, 5/16x2-1/2 50 pc Carriage Bolt, Hex Nut Zinc 5/16 100pc, Zinc Flat Washer 5/16 100pc
1/13/2023	9010694	\$ 53.68	1/29/2023	PA - 2204	Maintenance - IX4-8FT D-GRD PI GC Weathershield x4, 1M Embossed Mocha 2'x5' Precut, Caster - Non-Mark Rubber 4" Swivel x8, 5/16x2-1/2 50 pc Carriage Bolt, Hex Nut Zinc 5/16 100pc, Zinc Flat Washer 5/16 100pc
Invoice Total		\$ 258.61			
<u>Handlers</u>					
1/10/2023	0000005747	\$ 195.00	1/29/2023	PO - 41398	Equipment Repairs
<u>10358 - A Fence Company</u>					
1/18/2023	00576	\$ 175.00	1/29/2023	PO - 41403	Building Repairs, RB4 Gate
<u>Locksmith</u>					
1/9/2023	4603	\$ 78.00	1/29/2023	PO - 41020	Building repairs, parts, and supplies 10/1/22-9/30/23
<u>11066 - Canon Solutions America, Inc.</u>					
1/18/2023	602937	\$ 16.88	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
<u>Staples Advantage</u>					
1/7/2023	3527397294	\$ 179.56	1/29/2023	PA - 2205	Bowl Cleaner, Dry Air Freshner x3, Gain, Clorox Bleach, Disinfectant Spray x6
<u>Extreme Signs and Lighting LLC</u>					
1/18/2023	230037-1	\$ 138.00	1/29/2023	PO - 41399	Vinyl Lettering- District Clerk & County Judge Office Doors - (2) 16" x 22" Black Diecut (2) 3.5" x 40" Black Diecut Installation Included
<u>Affordable Plumbing, Inc.</u>					
1/18/2023	155902	\$ 175.00	1/29/2023	PO - 41002	Building Repairs- 10/1/22-9/30/23



Walker County
Claims and Invoices Submitted for Payment

Page 13 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

13277 - Buckeye Cleaning Center - Houston

1/9/2023	90469552	\$ 1,060.36	1/29/2023	PA - 2202	Neutral Cleaner x6ea, 38x60 liner x4cs, roll towel x6cs, tissue jrt 1000' x6cs, tissue 2-ply x1cs, towel multifold x7cs, facial tissue x4cs
1/11/2023	90470441	\$ 114.00	1/29/2023	PA - 2202	Liner HD 30x37 12mic cir 500/c 20/25 x4
1/9/2023	90470729	\$ 825.46	1/29/2023	PA - 2202	Neutral Cleaner x6ea, 38x60 liner x4cs, roll towel x6cs, tissue JRT 1000' x6cs, tissue 2-ply x1cs, towel multifold x7cs, facial tissue x4cs

13693 - Genserve, LLC

1/17/2023	0327029-IN	\$ 105.00	1/29/2023	PO - 41011	Equipment repairs, parts and supplies- 10/1/22-9/30/23.
-----------	------------	-----------	-----------	------------	---

County Facilities - Totals

\$ 7,823.98

50010-County Jail

10023 - Coburn's Huntsville # 15

1/12/2023	156204695	\$ 206.61	1/29/2023	PO - 41052	Building parts and supplies- 10/1/22-9/30/23
-----------	-----------	-----------	-----------	------------	--

10066 - Huntsville Muffler Shop

1/23/2023	22645	\$ 7.00	1/29/2023		State Inspection/FAS#12872
-----------	-------	---------	-----------	--	----------------------------

10069 - ICS Jail Supplies, Inc.

1/17/2023	W5788600	\$ 2,070.00	1/29/2023	PO - 41109	Inmate Supplies- 10/1/22-9/30/23
-----------	----------	-------------	-----------	------------	----------------------------------

10078 - McCoy's Building Supply Center

1/13/2023	4372836	\$ 52.40	1/29/2023	PO - 41046	Building repairs, parts and supplies- 10/1/22-9/30/23
-----------	---------	----------	-----------	------------	---

10143 - Walker County Hardware

12/27/2022	124462	\$ 4.59	1/29/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
12/27/2022	124462	\$ 27.99	1/29/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 32.58			

1/10/2023	125023	\$ 4.99	1/29/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
-----------	--------	---------	-----------	------------	---

1/12/2023	125120	\$ 4.99	1/29/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
-----------	--------	---------	-----------	------------	---

10317 - Home Depot



Walker County
Claims and Invoices Submitted for Payment

Page 14 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/6/2023 6031026 \$ 138.84 1/29/2023 PO - 41044 Building parts and supplies- 10/1/22-9/30/23

10418 - Justice Benefits, Inc.

1/23/2023 201704975 \$ 2,794.00 1/29/2023 Federal Funds - SCAAP FY 2021

10434 - McKesson Medical-Surgical Government Solutions, LLC

1/19/2023 20228828 \$ 95.20 1/29/2023 PO - 41054 Medical Supplies- 10/1/22-9/30/23

10442 - City Electric Supply

1/6/2023 HUN/061741 \$ 76.42 1/29/2023 PO - 41041 Electrical services, parts and supplies- 10/1/22-9/30/23

10454 - Southern Tire Mart, LLC

12/30/2022 4590093745 \$ 790.10 1/29/2023 PO - 41325 1557823 - 265/60R17 GMAX JUSTICE AW, FAS# 10432.

11066 - Canon Solutions America, Inc.

1/18/2023 602937 \$ 701.27 1/29/2023 Black & White1st Qtr-10/01/22-12/31/22

1/18/2023 602937 \$ 115.15 1/29/2023 Color1st Qtr-10/01/22-12/31/22

Invoice Total \$ 816.42

11816 - Texas Department of Motor Vehicles

1/24/2023 12872.23 \$ 7.50 1/29/2023 Alias Registration/3GCPWAEF1LG231294

12041 - Overhead Door Company of Conroe

1/5/2023 5310558738 \$ 765.27 1/29/2023 PO - 41340 Building Repairs - Labor & Travel to Replace Broken Spring on Sallyport Door

12164 - Owen, Christopher

1/24/2023 D-625 \$ 110.00 1/29/2023 Per Diem/Lewiston, Idaho/Extradition-01/17-19/23

13258 - Summit Food Service, LLC

1/18/2023 INV2000162496 \$ 7,261.71 1/29/2023 PO - 41110 Jail Food Services- 10/1/22-9/30/2023.

1/18/2023 INV2000163063 \$ 7,409.98 1/29/2023 PO - 41110 Jail Food Services- 10/1/22-9/30/2023.

1/18/2023 INV2000163634 \$ 7,419.75 1/29/2023 PO - 41110 Jail Food Services- 10/1/22-9/30/2023.



Walker County
Claims and Invoices Submitted for Payment

Page 15 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/23/2023 INV2000164323 \$ 7,414.29 1/29/2023 PO - 41110 Jail Food Services- 10/1/22-9/30/2023.

13796 - ODP Business Solutions, LLC

1/9/2023 286509477001 \$ 77.05 1/29/2023 PA - 2192 Box, L/L, OD, Standard, 10pk x5

13935 - Glazier, Wyatt

1/24/2023 D-626 \$ 110.00 1/29/2023 Per Diem/Lewiston, Idaho/Extradition - 01/17-19/23

County Jail - Totals \$ 37,665.10

50020-County Jail Inmate Medical
Cost Center

10434 - McKesson Medical-Surgical Government Solutions, LLC

1/19/2023 20228828 \$ 117.27 1/29/2023 PO - 41054 Medical Supplies- 10/1/22-9/30/23

1/23/2023 20239952 \$ 8.64 1/29/2023 PO - 41054 Medical Supplies- 10/1/22-9/30/23

County Jail Inmate Medical Cost Center - Totals \$ 125.91

15010-County Judge

10751 - Comptroller's Judiciary Section

1/23/2023 D-622 \$ 10,050.00 1/29/2023 Refund County Judge Judicial Salary Supplement Journal
Numbers 000735921 and 000757291

11066 - Canon Solutions America, Inc.

1/18/2023 602937 \$ 72.66 1/29/2023 Black & White1st Qtr-10/01/22-12/31/22

1/18/2023 602937 \$ 161.17 1/29/2023 Color1st Qtr-10/01/22-12/31/22

Invoice Total \$ 233.83

12435 - Jan, Elizabeth

1/9/2023 D-442 \$ 50.91 1/29/2023 Document Covers and Certificate Paper needed for
Proclamations and Swearing in Ceremony

County Judge - Totals \$ 10,334.74

20020-County Treasurer

11066 - Canon Solutions America, Inc.

1/18/2023 602937 \$ 328.54 1/29/2023 Black & White1st Qtr-10/01/22-12/31/22

1/18/2023 602937 \$ 38.38 1/29/2023 Color1st Qtr-10/01/22-12/31/22

Invoice Total \$ 366.92



Walker County
Claims and Invoices Submitted for Payment

Page 16 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

12085 - Staples Advantage

1/21/2023	3528410792	\$ 52.40	1/29/2023	PA - 2223	S I HVYDUTYDATE 1-1/8x2-5/16
-----------	------------	----------	-----------	-----------	------------------------------

County Treasurer - Totals **\$ 419.32**

20030-County Treasurer -
Collections

10284 - LexisNexis Risk Data Management, Inc.

1/18/2023	1125970- 20221231	\$ 68.00	1/29/2023		Acct#1125970, 12/1-31/22
-----------	----------------------	----------	-----------	--	--------------------------

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 56.25	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

12085 - Staples Advantage

1/21/2023	3528410790	\$ 66.85	1/29/2023	PA - 2223	46x60 ECMMY RECT CHAIRMAT
-----------	------------	----------	-----------	-----------	---------------------------

County Treasurer - Collections - Totals **\$ 191.10**

30010-Courts-Central Costs

12569 - Montgomery County Clerk

1/18/2023	23-14637	\$ 425.00	1/29/2023		Physician Fee, Attorney Fees/Cause #23-14637
-----------	----------	-----------	-----------	--	--

Courts-Central Costs - Totals **\$ 425.00**

32010-Criminal District Attorney

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 243.28	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--

1/18/2023	602937	\$ 391.06	1/29/2023		Color1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--------------------------------

Invoice Total **\$ 634.34**

11816 - Texas Department of Motor Vehicles

1/12/2023	11895.23	\$ 7.50	1/29/2023		Alias Registration/1GNLC2EC8FR595999 FAS#11895
-----------	----------	---------	-----------	--	--

13796 - ODP Business Solutions, LLC

1/23/2023	284912168001	\$ 639.52	1/29/2023	PA - 2254	Paper x10CT, Toner Cart HP, Falir Pen Blue x1dz, File Folder Labels x1bx
-----------	--------------	-----------	-----------	-----------	--

1/23/2023	284916675001	\$ 60.05	1/29/2023	PA - 2254	Toner HP
-----------	--------------	----------	-----------	-----------	----------

Criminal District Attorney - Totals **\$ 1,341.41**



Walker County
Claims and Invoices Submitted for Payment

Page 17 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

92000-Debt Service

11149 - U.S. Bank Operations Center

1/24/2023	2185865	\$ 191,433.77	1/29/2023		Certificate of Obligation, Series 2012
-----------	---------	---------------	-----------	--	--

Debt Service - Totals **\$ 191,433.77**

32040-District Attorney
Supplement

10008 - Able Glass & Mirror Company, Inc.

1/9/2023	059231739	\$ 309.00	1/29/2023	PO - 41351	Vehicle Repairs, FAS# 11895
----------	-----------	-----------	-----------	------------	-----------------------------

12744 - Garcia, Graciela

1/24/2023	D-624	\$ 180.00	1/29/2023		Per Diem/Austin, TX - 01/08-13/23
-----------	-------	-----------	-----------	--	-----------------------------------

District Attorney Supplement - Totals **\$ 489.00**

31010-District Clerk

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 435.24	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--

1/18/2023	602937	\$ 191.45	1/29/2023		Color1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--------------------------------

Invoice Total **\$ 626.69**

13796 - ODP Business Solutions, LLC

1/19/2023	286123183001	\$ 469.90	1/29/2023		Copy Paper x10
-----------	--------------	-----------	-----------	--	----------------

District Clerk - Totals **\$ 1,096.59**

46010-Emergency Operations

10098 - Reliable Parts Co.

1/18/2023	002051603	\$ 64.41	1/29/2023	PO - 41083	Vehicle repairs, parts and supplies 10/1/22-9/30/23
-----------	-----------	----------	-----------	------------	---

10103 - Ringo Tire & Service Center

1/10/2023	172232	\$ 7.00	1/29/2023		Vehicle Inspection/FAS#11255
-----------	--------	---------	-----------	--	------------------------------

10823 - Connell, Joseph

1/9/2023	12-22	\$ 2,000.00	1/29/2023		CERT Services - 12/1-31/22
----------	-------	-------------	-----------	--	----------------------------

11066 - Canon Solutions America, Inc.

1/16/2023	6003070933	\$ 25.21	1/29/2023		Maintenance - Copier Usage 12/16/22 - 01/15/23
-----------	------------	----------	-----------	--	--



Walker County
Claims and Invoices Submitted for Payment

Page 18 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/18/2023	602937	\$ 70.13	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
1/18/2023	602937	\$ 71.79	1/29/2023		Color1st Qtr-10/01/22-12/31/22
	Invoice Total	\$ 141.92			
Government Services, Inc.					
1/9/2023	22123229681	\$ 73.73	1/29/2023		Satellite Phone Service 12/1-31/22
ecTV LLC					
1/11/2023	075669314.23011 1	\$ 100.99	1/29/2023		Monthly Service - 01/10/23-02/09/23
P Business Solutions, LLC					
1/4/2023	284483920001	\$ 148.66	1/29/2023	PA - 2198	8.5x11 paper x2 cs, Expo Marker 8pack x2 pk
1/9/2023	286186478001	\$ 9.09	1/29/2023	PA - 2198	Ativa, USB 2.0, 4port Hub, Si
1/10/2023	286186481001	\$ 24.99	1/29/2023	PA - 2198	USB Speaker Bar
ations - Totals		\$ 2,596.00			
jects					
t@Work, Inc.					
1/8/2023	SVU23-00754	\$ 225.00	1/29/2023		Sage HRMS Consulting Support 12/21/22
ts - Totals		\$ 225.00			
vernment					
ard Furniture					
1/18/2023	59894	\$ 28,833.00	1/29/2023	PO - 41300	Carpet & LVT Installation, 1st Floor Annex - Remove Existing Flooring & Adhesive, Cove Base & Adhesive, Stair Nosings, Transitions, Prep Subflooring As Necessary for New Flooring, Install New Flooring & Adhesive, Carpet: 24"24" Squares, 1/12" Gauge, Stain
yl Engineering					
1/24/2023	51953	\$ 11,676.25	1/29/2023		Professional Services 10/30/22-11/26/22 Courthouse Grounds



Walker County
Claims and Invoices Submitted for Payment

Page 19 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/24/2023	52136	\$ 7,236.25	1/29/2023		Professional Services 11/27/22-12/31/22 Courthouse Grounds
-----------	-------	-------------	-----------	--	--

General Government Projects - Totals **\$ 47,745.50**

69940-Health and Human Services
- Governmental/Services Cont

10225 - Senior Center of Walker County

2/1/2023	SC230201	\$ 1,040.00	2/1/2023		Service Contract - 02/23
----------	----------	-------------	----------	--	--------------------------

**Health and Human Services -
Governmental/Services Contracts - Totals** **\$ 1,040.00**

70010-Historical Commission

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 1.98	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	---------	-----------	--	--

Historical Commission - Totals **\$ 1.98**

48859-JAG Grant - 2022

12206 - Cellebrite, Inc.

1/7/2023	INVUS251429	\$ 3,226.50	1/29/2023	PO - 41192	B-TRN-03-026 - OLT-OD CMFF+CCO+CCPA
----------	-------------	-------------	-----------	------------	-------------------------------------

JAG Grant - 2022 - Totals **\$ 3,226.50**

33010-Justice of Peace Precinct 1

10284 - LexisNexis Risk Data Management, Inc.

1/18/2023	1125970- 20221231	\$ 3.75	1/29/2023		Acct#1125970, 12/1-31/22
-----------	----------------------	---------	-----------	--	--------------------------

10364 - Texas Justice Court Judges Association

1/20/2023	21475	\$ 75.00	1/29/2023		2023 Membership Dues/Fisher, S.
-----------	-------	----------	-----------	--	---------------------------------

Justice of Peace Precinct 1 - Totals **\$ 78.75**

33020-Justice of Peace Precinct 2

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 20.21	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13796 - ODP Business Solutions, LLC

1/23/2023	286612121001	\$ 208.82	1/29/2023	PO - 41343	Office Supplies- 12/1/22-9/30/23
-----------	--------------	-----------	-----------	------------	----------------------------------

1/23/2023	286613870001	\$ 19.99	1/29/2023	PO - 41343	Office Supplies- 12/1/22-9/30/23
-----------	--------------	----------	-----------	------------	----------------------------------



Walker County
Claims and Invoices Submitted for Payment

Page 20 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

Justice of Peace Precinct 2 - Totals **\$ 249.02**

33030-Justice of Peace Precinct 3

10130 - TAC

1/23/2023	261005/261005	\$ 70.00	1/29/2023		JPCA Membership Dues, Jeffcoat, R. - 01/01/23-12/31/23
-----------	---------------	----------	-----------	--	--

10316 - Wagamon Printing, Inc.

11/29/2022	15446	\$ 67.33	1/29/2023	PO - 41301	Envelopes - #10 Envelope, No Window, Quantity: 500/box Include Walker County Seal Return Address: Randy Jeffcoat Justice of the Peace, Precinct 3 2986 A State Hwy 19 Huntsville, Texas 77320
------------	-------	----------	-----------	------------	--

11/29/2022	15446	\$ 69.00	1/29/2023	PO - 41301	Envelopes - #10 Envelope, Window, Quantity: 500/box Include Walker County Seal Return Address: Randy Jeffcoat Justice of the Peace, Precinct 3 2986 A State Hwy 19 Huntsville, Texas 77320
------------	-------	----------	-----------	------------	---

Invoice Total **\$ 136.33**

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 22.31	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13563 - Piney Woods Sanitation, Inc.

1/20/2023	2/23 JP3	\$ 85.50	1/29/2023		Quarterly Service - 02/01/23-04/30/23
-----------	----------	----------	-----------	--	---------------------------------------

13874 - Oak Hall Cap and Gown

1/25/2023	3962547	\$ 513.95	1/29/2023	PO - 41193	J71, Judicial Robe- Judge Jeffcoat - Quantity: 1; Fabric: Peach Skin; Color: Black; Closure: Frog Closure (Hook & Eye at Top & Two Loops); Sleeve Treatment: Open Sleeves; Inside Chest Pocket: Right Side; Full Pocket/Slit Combination: Left Side; Personaliz
-----------	---------	-----------	-----------	------------	---

Justice of Peace Precinct 3 - Totals **\$ 828.09**

33040-Justice of Peace Precinct 4

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 42.99	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

11685 - JPCA of Texas, Inc.



Walker County
Claims and Invoices Submitted for Payment

Page 21 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/1/2023	233163/233163	\$ 70.00	1/29/2023		JPCA Membership Dues/Cole, S. - 1/1/23-12/31/23
1/1/2023	239974/239974	\$ 45.00	1/29/2023		JPCA Membership Dues/Bohack, A. - 01/01/23-12/31/23
1/1/2023	242617/242617	\$ 45.00	1/29/2023		JPCA Membership Dues/Buck, T. - 1/1/23-12/31/23
1/1/2023	D-450	\$ 45.00	1/29/2023		JPCA Membership Dues/Yancey, H. (New Member) - 1/1/23-12/31/23
Justice of Peace Precinct 4 - Totals		\$ 247.99			
36010-Juvenile Probation Support - General Fund					
<u>11066 - Canon Solutions America, Inc.</u>					
1/18/2023	602937	\$ 52.85	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
Juvenile Probation Support - General Fund - Totals		\$ 52.85			
36040-Juvenile State/Grant Aid					
<u>12699 - Cleveland, Mervin</u>					
1/9/2023	0000063	\$ 390.00	1/29/2023		Srv Rnd,12/8-29/22, PID#3201, 3181, 3238
Juvenile State/Grant Aid - Totals		\$ 390.00			
36030-Juvenile Title IV-E					
<u>13856 - Optimum</u>					
1/23/2023	7086315011.0123	\$ 72.00	1/29/2023		Monthly Service-01/12/23-02/11/23
Juvenile Title IV-E - Totals		\$ 72.00			
61020-Planning and Development					
<u>10389 - Richard Rush</u>					
1/23/2023	1290	\$ 1,500.00	1/29/2023		GIS Consulting - 11/1-30/22
1/23/2023	1291	\$ 1,500.00	1/29/2023		GIS Consulting - 12/1-31/22
Planning and Development - Totals		\$ 3,000.00			
49940-Public Safety Governmental/Services Contracts					
<u>10017 - Thomas Lake Road Volunteer Fire Department</u>					
2/1/2023	TL230201	\$ 600.00	2/1/2023		Fire Protection - 02/23



Walker County
Claims and Invoices Submitted for Payment

Page 22 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

10020 - City of Huntsville

2/1/2023	CH230201	\$ 20,541.00	2/1/2023		Fire Protection - 02/23
----------	----------	--------------	----------	--	-------------------------

10029 - Crabbs Prairie Fire Department

2/1/2023	CP230201	\$ 1,000.00	2/1/2023		Fire Protection - 02/23
----------	----------	-------------	----------	--	-------------------------

2/1/2023	CPPP230201	\$ 1,000.00	2/1/2023		Fire Protection - 02/23
----------	------------	-------------	----------	--	-------------------------

10068 - Riverside Volunteer Fire Department

2/1/2023	R230201	\$ 759.00	2/1/2023		Fire Protection - 02/23
----------	---------	-----------	----------	--	-------------------------

2/1/2023	WC230201	\$ 600.00	2/1/2023		Fire Protection - 02/23
----------	----------	-----------	----------	--	-------------------------

10182 - Dodge Volunteer Fire Department

2/1/2023	D230201	\$ 600.00	2/1/2023		Fire Protection - 02/23
----------	---------	-----------	----------	--	-------------------------

Public Safety Governmental/Services Contracts - \$ 25,100.00
Totals

49990-Public Safety Projects

13904 - NarcBox, EMS Logik

1/17/2023	32945	\$ 15,300.00	1/29/2023	PO - 41339	Medical Supplies - NarcBox Standard w/110v Wall Outlet Power Supply + Biometric Fingerprint Scanner
1/17/2023	32945	\$ 1,800.00	1/29/2023	PO - 41339	Medical Supplies - NarcBox XL w/110v Wall Outlet Power Supply + Biometric Fingerprint Scanner
1/17/2023	32945	\$ 87.50	1/29/2023	PO - 41339	NarcBox RFID Vial Stickers (50) Blue
1/17/2023	32945	\$ 87.50	1/29/2023	PO - 41339	NarcBox RFID Vial Stickers (50) Green
1/17/2023	32945	\$ 87.50	1/29/2023	PO - 41339	NarcBox RFID Vial Stickers (50) Red
1/17/2023	32945	\$ 87.50	1/29/2023	PO - 41339	NarcBox RFID Vial Stickers (50) White
1/17/2023	32945	\$ 87.50	1/29/2023	PO - 41339	NarcBox RFID Vial Stickers (50) Yellow
1/17/2023	32945	\$ 660.00	1/29/2023	PO - 41339	NarcTrak Pro Subscription, 1 Year
1/17/2023	32945	\$ 395.00	1/29/2023	PO - 41339	Online training with Station Stok staff

Invoice Total \$ 18,592.50

Public Safety Projects - Totals \$ 18,592.50

20040-Purchasing

10318 - HBI Office Solutions, Inc.



Walker County
Claims and Invoices Submitted for Payment

Page 23 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/24/2023	19809	\$ 2,196.20	1/29/2023	PO - 41148	Office Furniture, Desk and File Cabinets - UJC3288L Arctic white worksurface-jetty desk. Plastic edge, laminate, curved, left hand, 30DL x 23 1/2DR x 77 1/2WL x 48WR, US2466 Worksurface, UFQ30T Leg, UFP Leg; E6QR6227T Column-rectangle, 6D x 1 3/4W x 27 1/
-----------	-------	-------------	-----------	------------	---

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 99.18	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

1/18/2023	602937	\$ 265.51	1/29/2023		Color1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--------------------------------

	Invoice Total	\$ 364.69			
--	----------------------	------------------	--	--	--

Purchasing - Totals **\$ 2,560.89**

11578-Revenues-Sheriff
Commissary Fund

10421 - Coca Cola Southwest Beverages LLC

1/9/2023	25946200872	\$ 315.43	1/29/2023		Vending Machine Drinks/Core Spa x4, Energy x3, Water x2
----------	-------------	-----------	-----------	--	---

1/23/2023	25989200176	\$ 345.74	1/29/2023		Vending Machine Drinks/Core Spa x5, Energy x2, Water x2, Enhncd W x2
-----------	-------------	-----------	-----------	--	--

13503 - NCIC Inmate Communications

1/23/2023	0022743-IN	\$ 2,552.24	1/29/2023		Commissary Sales/Debut Time/Video/Messaging-12/01-31/22
-----------	------------	-------------	-----------	--	---

Revenues-Sheriff Commissary Fund - Totals **\$ 3,213.41**

11301-Revenues-Walker County
EMS Fund

13931 - Sharecare

1/18/2023	1710977061.0120 23	\$ 96.14	1/29/2023		Reimburse overpayment from American Enterprise Group (Sharecare) Provider ID 1710977061 12/06/2019
-----------	-----------------------	----------	-----------	--	--

Revenues-Walker County EMS Fund - Totals **\$ 96.14**

82200-Road and Bridge General

10103 - Ringo Tire & Service Center

1/18/2023	172298	\$ 7.00	1/29/2023		Vehicle Inspections/FAS#10386,10331,10384
-----------	--------	---------	-----------	--	---

Road and Bridge General - Totals **\$ 7.00**

82210-Road and Bridge Precinct 1

10098 - Reliable Parts Co.



Walker County
Claims and Invoices Submitted for Payment

Page 24 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/5/2023	002050610	\$ 1,861.44	1/29/2023	PO - 40884	Oil, lubricants and fluids- 10/1/22-9/30/23 -
1/17/2023	002051464	\$ 282.50	1/29/2023	PO - 40884	Vehicle parts and supplies- 10/1/22-9/30/23
1/23/2023	002051905	\$ 33.43	1/29/2023	PO - 40884	Equipment parts and supplies- 10/1/22-9/30/23
<u>10143 - Walker County Hardware</u>					
1/5/2023	124825	\$ 79.90	1/29/2023	PO - 40887	Operating Supplies- 10/1/22-9/30/23
1/23/2023	125581	\$ 12.99	1/29/2023	PO - 40887	Operating Supplies- 10/1/22-9/30/23
<u>10547 - Mustang Cat</u>					
1/4/2023	PART6144811	\$ 28.12	1/29/2023	PO - 40881	Equipment parts and supplies- 10/1/22-9/30/23
<u>11389 - Huntsville A-1 Tire Repair, LLC</u>					
1/24/2023	49077	\$ 39.00	1/29/2023	PO - 41107	Vehicle parts and supplies- 10/1/22-9/30/23 -
1/17/2023	49393	\$ 75.00	1/29/2023	PO - 41107	Equipment parts and supplies- 10/1/22-9/30/23
1/23/2023	49488	\$ 34.18	1/29/2023	PO - 41107	Equipment parts and supplies- 10/1/22-9/30/23
<u>11390 - Ellis D. Walker Trucking, LLC</u>					
1/18/2023	10032	\$ 5,254.48	1/29/2023	PO - 41097	Road Materials- 10/1/22-9/30/23
<u>13257 - Sun Coast Resources, Inc.</u>					
1/4/2023	96747730	\$ 6,029.34	1/29/2023	PO - 41108	Gasoline and Ultra Low Diesel- 10/1/22-9/30/23
<u>13614 - Auto Parts of Huntsville, Inc</u>					
1/5/2023	514868	\$ 55.36	1/29/2023	PO - 40865	Equipment parts and supplies- 10/1/22-9/30/23 -
1/11/2023	516017	\$ 43.28	1/29/2023	PO - 40865	Equipment parts and supplies- 10/1/22-9/30/23 -
1/17/2023	516968	\$ 21.99	1/29/2023	PO - 40865	Vehicle parts and supplies- 10/1/22-9/30/23
1/19/2023	517548	\$ 19.99	1/29/2023	PO - 40865	Equipment parts and supplies- 10/1/22-9/30/23 -
1/23/2023	518036	\$ 25.95	1/29/2023	PO - 40865	Vehicle parts and supplies- 10/1/22-9/30/23



Walker County
Claims and Invoices Submitted for Payment

Page 25 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/23/2023	518078	\$ 117.15	1/29/2023	PO - 40865	Equipment parts and supplies- 10/1/22-9/30/23 -
-----------	--------	-----------	-----------	------------	---

Road and Bridge Precinct 1 - Totals

\$ 14,014.10

82220-Road and Bridge Precinct 2

10098 - Reliable Parts Co.

1/10/2023	002050993	\$ 35.78	1/29/2023	PO - 41085	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	-----------	----------	-----------	------------	--

1/18/2023	002051594	\$ 27.98	1/29/2023	PO - 41085	Operating Supplies- 10/1/22-9/30/23
-----------	-----------	----------	-----------	------------	-------------------------------------

1/18/2023	002051594	\$ 53.76	1/29/2023	PO - 41085	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	-----------	----------	-----------	------------	--

Invoice Total \$ 81.74

10103 - Ringo Tire & Service Center

1/18/2023	170164	\$ 35.00	1/29/2023		Vehicle Inspection/FAS#10309, #10311, #10346, #10418, 10380
-----------	--------	----------	-----------	--	---

10143 - Walker County Hardware

1/9/2023	124971	\$ 55.16	1/29/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
----------	--------	----------	-----------	------------	-------------------------------------

1/9/2023	124971	\$ 6.59	1/29/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
----------	--------	---------	-----------	------------	-------------------------------------

Invoice Total \$ 61.75

1/18/2023	125349	\$ 7.58	1/29/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
-----------	--------	---------	-----------	------------	-------------------------------------

1/18/2023	125381	\$ 2.99	1/29/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
-----------	--------	---------	-----------	------------	-------------------------------------

10547 - Mustang Cat

1/4/2023	PART6144809	\$ 121.05	1/29/2023	PO - 40907	Equipment repairs, parts and supplies- 10/1/22-9/30/23
----------	-------------	-----------	-----------	------------	--

1/4/2023	PART6144810	\$ 235.92	1/29/2023	PO - 40907	Oil, lubricants and fluids- 10/1/22-9/30/23
----------	-------------	-----------	-----------	------------	---

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 26.43	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

1/18/2023	602937	\$ 42.22	1/29/2023		Color1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--------------------------------

Invoice Total \$ 68.65

11389 - Huntsville A-1 Tire Repair, LLC

1/18/2023	49403	\$ 219.54	1/29/2023	PO - 40902	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	-------	-----------	-----------	------------	--

11390 - Ellis D. Walker Trucking, LLC



Walker County
Claims and Invoices Submitted for Payment

Page 26 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/4/2023	10000	\$ 4,590.04	1/29/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
1/24/2023	10008	\$ 1,627.36	1/29/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
1/24/2023	10023	\$ 5,071.36	1/29/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
1/24/2023	10033	\$ 17,964.80	1/29/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
1/24/2023	10046	\$ 15,480.08	1/29/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
<u>12363 - Rollo Insurance Group, Inc.</u>					
1/17/2023	D-604	\$ 178.00	1/29/2023		Bond/Public Official/Commissioner Pct 2 01/01/23-01/01/27
<u>13156 - Ernst, Rhonda</u>					
2/1/2023	E230201	\$ 10.00	2/1/2023		Parking Area Lease - 02/23
<u>13563 - Piney Woods Sanitation, Inc.</u>					
1/20/2023	2/23 RB2	\$ 110.16	1/29/2023		Monthly Service - 02/01-28/23
<u>13614 - Auto Parts of Huntsville, Inc</u>					
1/18/2023	508984	\$ 182.15	1/29/2023	PO - 41236	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
1/18/2023	508986	\$ 123.92	1/29/2023	PO - 41236	Operating Supplies- 10/1/22-9/30/23
1/18/2023	517249	\$ 45.02	1/29/2023	PO - 41236	Operating Supplies- 10/1/22-9/30/23
1/18/2023	517276	\$ 210.35	1/29/2023	PO - 41236	Operating Supplies- 10/1/22-9/30/23
1/18/2023	517299	\$ 41.12	1/29/2023	PO - 41236	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
1/18/2023	517341	\$ 30.57	1/29/2023	PO - 41236	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
1/18/2023	517367	\$ 32.98	1/29/2023	PO - 41236	Operating Supplies- 10/1/22-9/30/23

Road and Bridge Precinct 2 - Totals

\$ 46,567.91

82230-Road and Bridge Precinct 3

10036 - CenterPoint Energy



Walker County
Claims and Invoices Submitted for Payment

Page 27 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/20/2023	31986573.2301	\$ 519.23	1/29/2023		Mo Svc 12/12/22-01/11/23 2986 State Highway 19B
<u>10073 - Linde Gas & Equipment, Inc.</u>					
1/22/2023	33668155	\$ 29.47	1/29/2023	PO - 40955	Operating Supplies- 10/1/22-9/30/23
<u>10078 - McCoy's Building Supply Center</u>					
1/12/2023	4372745	\$ 93.90	1/29/2023	PO - 40957	Operating Supplies- 10/1/22-9/30/23
<u>10103 - Ringo Tire & Service Center</u>					
1/18/2023	172298	\$ 14.00	1/29/2023		Vehicle Inspections/FAS#10386,10331,10384
<u>10143 - Walker County Hardware</u>					
1/12/2023	125162	\$ 25.98	1/29/2023	PO - 40966	Equipment parts and supplies- 10/1/22-9/30/23
1/17/2023	125289	\$ 55.96	1/29/2023	PO - 40966	Operating Supplies- 10/1/22-9/30/23
1/18/2023	125338	\$ 29.28	1/29/2023	PO - 40966	Operating Supplies- 10/1/22-9/30/23
1/18/2023	125338	\$ 36.45	1/29/2023	PO - 40966	Vehicle parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 65.73			
1/18/2023	125366	\$ 48.95	1/29/2023	PO - 40966	Operating Supplies- 10/1/22-9/30/23
<u>11389 - Huntsville A-1 Tire Repair, LLC</u>					
1/19/2023	49418	\$ 1.00	1/29/2023	PO - 40950	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
1/19/2023	49418	\$ 1.50	1/29/2023	PO - 40950	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 2.50			
<u>11390 - Ellis D. Walker Trucking, LLC</u>					
1/18/2023	10031	\$ 4,858.28	1/29/2023	PO - 41100	Road Materials- 10/1/22-9/30/23.
1/23/2023	10045	\$ 2,032.52	1/29/2023	PO - 41100	Road Materials- 10/1/22-9/30/23.
<u>11538 - WRS Hydraulic Service, Inc.</u>					
1/12/2023	3776	\$ 420.00	1/29/2023	PO - 41113	Equipment repairs, parts and supplies- 10/1/22-9/30/23.
<u>11584 - Main Street Auto Parts</u>					



Walker County
Claims and Invoices Submitted for Payment

Page 28 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/12/2023 000091085 \$ 49.90 1/29/2023 PO - 40956 Oil, lubricants and fluids- 10/1/22-9/30/23

12085 - Staples Advantage

1/14/2023 3527903755 \$ 833.22 1/29/2023 PO - 40963 Office Supplies- 10/1/22-9/30/23

1/14/2023 3527903756 \$ 114.40 1/29/2023 PO - 40963 Office Supplies- 10/1/22-9/30/23

1/21/2023 3528410795 \$ 103.08 1/29/2023 PO - 40963 Office Supplies- 10/1/22-9/30/23

12490 - Cintas Corporation #2

1/9/2023 4142861036 \$ 5.56 1/29/2023 PA - 2221 Uniform and Mat Rentals

1/9/2023 4142861036 \$ 337.95 1/29/2023 PA - 2221 Uniform and Mat Rentals

Invoice Total \$ 343.51

1/23/2023 4144255627 \$ 5.56 1/29/2023 Mat Rentals/PA #2221

1/23/2023 4144255627 \$ 130.05 1/29/2023 PA - 2221 Uniform Services/Ref PA #2221

Invoice Total \$ 135.61

1/20/2023 9204667452 (\$ 304.50) 1/29/2023 Credit for uniforms Ref PA 2221

12499 - Vulcan Construction Materials, LLC

1/10/2023 62569532 \$ 988.54 1/29/2023 PO - 41103 Road Materials- 10/1/22-9/30/23

1/10/2023 62569533 \$ 1,126.80 1/29/2023 PO - 41103 Road Materials- 10/1/22-9/30/23

1/17/2023 62572051 \$ 531.62 1/29/2023 PO - 41103 Road Materials- 10/1/22-9/30/23

1/17/2023 62572052 \$ 3,076.80 1/29/2023 PO - 41103 Road Materials- 10/1/22-9/30/23

13563 - Piney Woods Sanitation, Inc.

1/20/2023 2/23 RB3 \$ 73.44 1/29/2023 Monthly Service - 02/01-28/23

13614 - Auto Parts of Huntsville, Inc

1/9/2023 515480 \$ 107.52 1/29/2023 PO - 40942 Equipment parts and supplies- 10/1/22-9/30/23

1/18/2023 515613 \$ 67.75 1/29/2023 Mechanical Fuel Pump
FAS#10199, REF PO 40942,
exchanged on warranty



Walker County
Claims and Invoices Submitted for Payment

Page 29 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/18/2023	515613	(\$ 67.75)	1/29/2023		Mechanical Fuel Pump FAS#10199, REF PO 40942, exchanged on warranty
-----------	--------	------------	-----------	--	---

	Invoice Total	\$ 0.00			
--	----------------------	----------------	--	--	--

1/11/2023	516064	\$ 72.33	1/29/2023	PO - 40942	Equipment parts and supplies- 10/1/22-9/30/23
-----------	--------	----------	-----------	------------	---

1/12/2023	516257	\$ 234.82	1/29/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
-----------	--------	-----------	-----------	------------	-------------------------------------

1/17/2023	517018	\$ 87.99	1/29/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
-----------	--------	----------	-----------	------------	-------------------------------------

13742 - Enviro Tech Services, Inc.

12/5/2022	L15054	\$ 13,424.64	1/29/2023	PO - 41309	Road Materials - BaseBind3X, 6 Miles of 18-20ft Road, 20% BaseBind3X, 80% Water, Includes freight 475 miles, Pump over Charge, Rinse out fee, Qty: 24 Tons
-----------	--------	--------------	-----------	------------	--

Road and Bridge Precinct 3 - Totals **\$ 29,166.24**

82240-Road and Bridge Precinct 4

10022 - Cleveland Asphalt

1/5/2023	26506	\$ 507.50	1/29/2023	PO - 41359	Road Materials- 1/1/23-9/30/23
----------	-------	-----------	-----------	------------	--------------------------------

1/9/2023	26516	\$ 546.43	1/29/2023	PO - 41359	Road Materials- 1/1/23-9/30/23
----------	-------	-----------	-----------	------------	--------------------------------

1/24/2023	26534	\$ 533.57	1/29/2023		197.619 Gallons, CRS-2 Asphalt Emulsion
-----------	-------	-----------	-----------	--	---

10092 - Powers Auto Supply

1/3/2023	126249	\$ 10.26	1/29/2023	PA - 2277	Regal Blue Tool, Tire Repair Refill Kit
----------	--------	----------	-----------	-----------	---

1/4/2023	126272	\$ 35.27	1/29/2023	PA - 2277	FAS#10395 PZL 30 SN x2, Lucas Oil Stabl
----------	--------	----------	-----------	-----------	--

10098 - Reliable Parts Co.

1/7/2023	002050802	\$ 24.11	1/29/2023	PA - 2278	FAS #10365 - Micro Mist x2, Spring Center BO
----------	-----------	----------	-----------	-----------	--

10143 - Walker County Hardware

1/3/2023	124765	\$ 8.08	1/29/2023	PA - 2281	Single Cut Key x5
----------	--------	---------	-----------	-----------	-------------------

1/9/2023	124997	\$ 25.14	1/29/2023	PA - 2281	Marking Pnt x2, E clips 1 1/4" x4
----------	--------	----------	-----------	-----------	-----------------------------------

10323 - Mason's, Inc.



Walker County
Claims and Invoices Submitted for Payment

Page 30 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/24/2023	211840	\$ 70.66	1/29/2023		Marking Paint x3, Tape Measure, Gloves, Bar Oil, Bolts - Ref PO #40997
1/24/2023	211841	\$ 133.94	1/29/2023		Chains x4, Scraper, CLR - Ref PO #40997
<u>10373 - Huntsville Steel & Fabrication, Inc.</u>					
1/18/2023	32638G	\$ 68.16	1/29/2023	PO - 41365	Operating Supplies- 1/1/23-9/30/23
<u>10547 - Mustang Cat</u>					
1/12/2023	PART6153730	\$ 516.30	1/29/2023	PO - 41376	Equipment Repair parts and supplies 1/1/23-9/30/23.
<u>10995 - Warren Power Attachments</u>					
1/9/2023	1016	\$ 261.29	1/29/2023	PO - 41415	Equipment repairs, parts and supplies- 1/1/23-9/30/23
<u>11389 - Huntsville A-1 Tire Repair, LLC</u>					
1/3/2023	49142	\$ 12.95	1/29/2023	PA - 2291	FAS #12429 - Air Hose
1/9/2023	49239	\$ 19.59	1/29/2023	PA - 2291	FAS #10395- Repair 17" Tire, Shop Supplies
<u>12063 - K & K Construction, Inc.</u>					
1/17/2023	23-0310	\$ 563.50	1/29/2023	PO - 41372	Road Materials 1/1/23-9/30/23
<u>12702 - Barsh Auto, LLC</u>					
1/20/2023	1008122	\$ 189.10	1/29/2023	PO - 41367	Vehicle repair parts and supplies 1/1/23-9/30/23
<u>13055 - Hoeser, Bonner</u>					
1/7/2023	105079	\$ 1,730.00	1/29/2023	PA - 2285	FAS#12429 International Dump Truck Replace right front air brake hose and repair windshield wipers FAS#10365 International Dump Truck Replace rear springs left and right
<u>13173 - Blades Group, LLC</u>					
1/10/2023	18040149	\$ 992.00	1/29/2023	PO - 41389	RA-50 Rock Asphalt 50# Bag - 62 Bags/Pallet Qty: 62 Bags (1 Pallet)
<u>13554 - UniFirst Holdings, Inc.</u>					
1/10/2023	2960011512	\$ 199.66	1/29/2023	PO - 41383	Uniforms 1/1/23-9/30/23



Walker County
Claims and Invoices Submitted for Payment

Page 31 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/10/2023	2960011512	\$ 6.15	1/29/2023	PO - 41383	Uniforms 1/1/23-9/30/23
	Invoice Total	\$ 205.81			

1/18/2023	2960012497	\$ 199.66	1/29/2023	PO - 41383	Uniforms 1/1/23-9/30/23
1/18/2023	2960012497	\$ 6.15	1/29/2023	PO - 41383	Uniforms 1/1/23-9/30/23
	Invoice Total	\$ 205.81			

13614 - Auto Parts of Huntsville, Inc

1/10/2023	515837	\$ 49.60	1/29/2023	PA - 2282	FAS #10365 - Flasher- Turn Signal x2, CBC-50 Circuit Breaker, GM 3 pack Utility Cloves, CBC40HB Circuit Breaker
-----------	--------	----------	-----------	-----------	---

13673 - Texas Materials Group, Incl

1/10/2023	201153039	\$ 1,151.60	1/29/2023	PO - 41366	Road Materials 1/1/23-9/30/23
1/12/2023	201154263	\$ 1,408.60	1/29/2023	PO - 41366	Road Materials 1/1/23-9/30/23

13796 - ODP Business Solutions, LLC

1/23/2023	279982864001	\$ 197.80	1/29/2023	PA - 2274	Copy Paper x1ca, Toner HP dual pack x1pk
1/23/2023	280327463001	\$ 253.98	1/29/2023	PA - 2274	Toner HP (2pk) x1

13936 - Williams, Kim

1/24/2023	D-626	\$ 131.65	1/29/2023		Miles/201.0 01/10-11/23
-----------	-------	-----------	-----------	--	-------------------------

Road and Bridge Precinct 4 - Totals **\$ 9,852.70**

41010-Sheriff

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 23.61	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
1/18/2023	602937	\$ 175.06	1/29/2023		Color1st Qtr-10/01/22-12/31/22
	Invoice Total	\$ 198.67			

11103 - Charlie's Used Cars, LLC

1/10/2023	524811	\$ 7.00	1/29/2023		State Inspection/FAS#12629
-----------	--------	---------	-----------	--	----------------------------

11816 - Texas Department of Motor Vehicles

1/12/2023	12625.23	\$ 7.50	1/29/2023		Alias Registration/1GNERMKW5JJ137264 FAS#12625
-----------	----------	---------	-----------	--	--

13370 - Walker County Transmissions/WC Auto



Walker County
Claims and Invoices Submitted for Payment

Page 32 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/12/2023	7209	\$ 3,650.00	1/29/2023	PO - 41362	Vehicle Repairs, FAS#11911
<u>to Parts of Huntsville, Inc</u>					
1/4/2023	514697	\$ 73.26	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
1/4/2023	514698	\$ 32.60	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
1/9/2023	515509	\$ 881.01	1/29/2023	PO - 41149	Oil, lubricants and fluids- 1/1/23-9/30/23
1/12/2023	516157	\$ 55.92	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
1/12/2023	516166	\$ 78.00	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
1/13/2023	516317	\$ 60.08	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
1/19/2023	517062	\$ 242.45	1/29/2023	PO - 41149	Radiator REF PO 41149 FAS#12856
1/19/2023	517062	\$ 31.98	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 274.43			
1/19/2023	517207	(\$ 242.45)	1/29/2023		FAS#12856/REF PO 41149 Radiator, Warranty Item, Ref Inv #448397
1/20/2023	517625	\$ 62.99	1/29/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
<u>Henson Chrysler Dodge Jeep Ram</u>					
1/19/2023	5006223	\$ 83.24	1/29/2023	PO - 41136	Vehicle parts and supplies- 10/1/22-9/30/23
1/23/2023	6010108/1	\$ 120.00	1/29/2023	PO - 41136	Vehicle parts and supplies- 10/1/22-9/30/23
		\$ 5,342.25			
Commissary					
<u>Jail Supplies, Inc.</u>					
1/23/2023	W5806800	\$ 720.40	1/29/2023	PO - 41109	Inmate Supplies- 10/1/22-9/30/23
	Commissary Operations - Totals	\$ 720.40			
Leibrite, Inc.					
Leibrite, Inc.					



Walker County
Claims and Invoices Submitted for Payment

Page 33 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/7/2023	INVUS251429	\$ 639.00	1/29/2023	PO - 41192	B-TRN-03-026 - OLT-OD CMFF+CCO+CCPA
----------	-------------	-----------	-----------	------------	-------------------------------------

Sheriff Forfeiture - Totals **\$ 639.00**

35020-SPU Criminal

13728 - Amwins Group Benefits LLC

1/20/2023	AM022023	\$ 525.80	1/29/2023		February 2023 Premiums
-----------	----------	-----------	-----------	--	------------------------

SPU Criminal - Totals **\$ 525.80**

35030-SPU - State General
Allocation

10212 - Thomson Reuters - West

1/1/2023	847619149	\$ 192.67	1/29/2023		Acct#1003634771 12/01-31/22
----------	-----------	-----------	-----------	--	-----------------------------

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 69.26	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

11573 - Monjaras, Tia

1/19/2023	D-617	\$ 40.00	1/29/2023		Per Diem/Austin, TX, 01/10-11/23
-----------	-------	----------	-----------	--	----------------------------------

11816 - Texas Department of Motor Vehicles

1/12/2023	12499.23	\$ 7.50	1/29/2023		Alais Registration/4T1BF1FK8HU759808 FAS#12499
-----------	----------	---------	-----------	--	--

13731 - Simple Cellular

1/17/2023	1288	\$ 165.00	1/29/2023	PA - 2175	IT Support - Backup Hard Drive, Swap and Offsite Storage
-----------	------	-----------	-----------	-----------	--

13925 - McKinnon, Natalie

1/19/2023	D-619	\$ 99.00	1/29/2023		Per Diem/Bee County, 01/16-18/23
-----------	-------	----------	-----------	--	----------------------------------

SPU - State General Allocation - Totals **\$ 573.43**

35040-SPU Civil Division

10038 - Federal Express Corporation

1/5/2023	7-998-57721	\$ 55.56	1/29/2023		Acct#2517-1650-1/Shipping 12/30/22
----------	-------------	----------	-----------	--	------------------------------------

1/18/2023	8-004-98139	\$ 7.80	1/29/2023		Acct#2517-1650-1/Shipping 1/04/23
-----------	-------------	---------	-----------	--	-----------------------------------

10212 - Thomson Reuters - West



Walker County
Claims and Invoices Submitted for Payment

Page 34 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/1/2023	847619149	\$ 192.67	1/29/2023		Acct#1003634771 12/01-31/22
<u>10284 - LexisNexis Risk Data Management, Inc.</u>					
1/23/2023	1474540-20221231	\$ 55.25	1/29/2023		Acct# 1474540 - 12/1-31/22
<u>10800 - Janis, Jacklyn N</u>					
1/19/2023	D-618	\$ 227.00	1/29/2023		Per Diem/Dallas County, 1/8-11/23
<u>11066 - Canon Solutions America, Inc.</u>					
1/18/2023	6002910640	\$ 72.98	1/29/2023		Maintenance - Copier Usage 10/01/22-12/31/22
1/18/2023	602937	\$ 516.35	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
<u>12171 - SLS Litigation Services, LLC</u>					
1/23/2023	21243	\$ 110.00	1/29/2023		Svc Rend/Case#22DCV336019/Wintrow, J. 01/03/23
1/23/2023	21244	\$ 110.00	1/29/2023		Svc Rend/Case#2022DCV-4492-H/Pawlak, P. - 1/5/23
1/23/2023	21245	\$ 140.00	1/29/2023		Svc Rend/Case#CV2270008/ Marmolejo, J., 12/28/22
1/23/2023	21246	\$ 150.00	1/29/2023		Svc Rend/Case#2022DCV-4728-G/Letson,C., 01/3/23
1/23/2023	21252	\$ 992.75	1/29/2023		Svc Rend/Case#09473990101Z/Perez, D. - 12/14/22
<u>12188 - Hickman, Kelly</u>					
1/19/2023	D-616	\$ 227.00	1/29/2023		Per Diem/Dallas, County, 01/08-11/23
<u>13107 - US District Court</u>					
1/20/2023	D-618	\$ 50.50	1/29/2023		Case #6:91-CR-23-1/Cost of Copies for Court Documents
<u>13682 - Price Proctor</u>					
1/23/2023	826	\$ 5,250.00	1/29/2023		Svc Rend/Cause#CV2270004/Green, L. - 11/3/22-12/07/22
1/23/2023	827	\$ 750.00	1/29/2023		Svc Rend/Cause#0727433-0101Z/Hawkins, N. - 11/18/22
<u>13829 - Anderson, James</u>					



Walker County
Claims and Invoices Submitted for Payment

Page 35 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

12/21/2022	002	\$ 5,075.00	1/29/2023		Prof Svcs - TDCJ#1260322, 09/27/22-11/28/22, Grace, R.
------------	-----	-------------	-----------	--	--

13933 - Mecosta County Sheriff's Office

1/23/2023	IN2300004	\$ 30.00	1/29/2023		Cook Jr., M. - 01/03/23 Civil Process Fee and Mileage Fee
-----------	-----------	----------	-----------	--	--

SPU Civil Division - Totals **\$ 14,012.86**

35050-SPU Juvenile Division

10212 - Thomson Reuters - West

1/1/2023	847619149	\$ 192.67	1/29/2023		Acct#1003634771 12/01-31/22
----------	-----------	-----------	-----------	--	-----------------------------

10284 - LexisNexis Risk Data Management, Inc.

1/23/2023	1474450- 20221231	\$ 50.00	1/29/2023		Acct# 1474450 - 12/1-31/22
-----------	----------------------	----------	-----------	--	----------------------------

10797 - Yosko, Laura R

1/19/2023	D-615	\$ 148.00	1/29/2023		Per Diem/Decatur and Austin, 01/09-11/23
-----------	-------	-----------	-----------	--	--

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 34.54	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13731 - Simple Cellular

1/17/2023	1296	\$ 110.00	1/29/2023	PA - 2175	I T Support - Remote into Jana's PC and assist her with fixing their network. Vyve had installed a new modem/router which disrupted the network, walked Jana through removing the new equipment and installing the old equipment, tested printing and scanning
-----------	------	-----------	-----------	-----------	--

1/17/2023	1312	\$ 150.00	1/29/2023	PA - 2175	I T Support - 230104 work on pc on the 4th floor that was having a blue screen issue. Could not replicate. Error was 21 which could be a lot of things causing a corrupt file or files. Ran chkdsk, SFC, and DISM which found and repaired some corrupt files.
-----------	------	-----------	-----------	-----------	--

SPU Juvenile Division - Totals **\$ 685.21**

70020-Texas AgriLife Extension
Service

10867 - Titzman, Kristy K

1/16/2023	D-620	\$ 711.43	1/29/2023		Per Diem/Lodging/Mileage 427/Fort Worth, TX, 01/14-16/23
-----------	-------	-----------	-----------	--	--



Walker County
Claims and Invoices Submitted for Payment

Page 36 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

10868 - Cryer, Meredith Henry

1/10/2023	D-444	\$ 100.00	1/29/2023		Registration Fee/Extension Health Summit - 02/06-09/22
-----------	-------	-----------	-----------	--	--

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 90.80	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13923 - Sugg, James

1/11/2023	D-621	\$ 64.71	1/29/2023		Mileage 98.8/Brayn, TX, 1/11/23
-----------	-------	----------	-----------	--	---------------------------------

Texas AgriLife Extension Service - Totals **\$ 966.94**

21010-Vehicle Registration

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 270.83	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--

13796 - ODP Business Solutions, LLC

1/19/2023	284102863001	\$ 98.49	1/29/2023	PA - 2271	Calculator
-----------	--------------	----------	-----------	-----------	------------

1/17/2023	285331161001	\$ 224.39	1/29/2023	PA - 2271	Serta Sittr Chair
-----------	--------------	-----------	-----------	-----------	-------------------

1/17/2023	285332484001	\$ 449.18	1/29/2023	PA - 2271	Dining Chair Grey, 2PCS x2
-----------	--------------	-----------	-----------	-----------	----------------------------

Vehicle Registration - Totals **\$ 1,042.89**

16010-Voter Registration

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 132.96	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	-----------	-----------	--	--

Voter Registration - Totals **\$ 132.96**

46500-Walker County Central

Dispatch Services

10870 - Harris, Stephanie S

1/11/2023	D-446	\$ 159.75	1/29/2023		Mileage 246.0/Tolls/League City, TX/1/10-11/23
-----------	-------	-----------	-----------	--	--

11066 - Canon Solutions America, Inc.

1/18/2023	602937	\$ 79.58	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
-----------	--------	----------	-----------	--	--

13796 - ODP Business Solutions, LLC



Walker County
Claims and Invoices Submitted for Payment

Page 37 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

1/7/2023	286105210001	\$ 8.19	1/29/2023	PA - 2265	Clip, Binder, Mini,144/bx
----------	--------------	---------	-----------	-----------	---------------------------

13856 - Optimum

1/23/2023	7086315011.0123	\$ 895.00	1/29/2023		Monthly Service-01/12/23-02/11/23
-----------	-----------------	-----------	-----------	--	-----------------------------------

Walker County Central Dispatch Services - Totals \$ 1,142.52

**46100-Walker County EMS -
Emergency Services**

10073 - Linde Gas & Equipment, Inc.

1/17/2023	32645168	\$ 76.24	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	----------	-----------	------------	-----------------------------------

1/19/2023	33595191	\$ 73.80	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	----------	-----------	------------	-----------------------------------

1/19/2023	33595518	\$ 99.73	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	----------	-----------	------------	-----------------------------------

1/19/2023	33595520	\$ 92.81	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	----------	-----------	------------	-----------------------------------

1/19/2023	33595523	\$ 113.58	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	-----------	-----------	------------	-----------------------------------

1/19/2023	33595526	\$ 113.58	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	-----------	-----------	------------	-----------------------------------

1/22/2023	33658771	\$ 88.81	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	----------	-----------	------------	-----------------------------------

1/22/2023	33674200	\$ 113.92	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	-----------	-----------	------------	-----------------------------------

1/22/2023	33674205	\$ 236.07	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	-----------	-----------	------------	-----------------------------------

1/22/2023	33674208	\$ 314.86	1/29/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
-----------	----------	-----------	-----------	------------	-----------------------------------

10345 - Bill Fick Ford

1/10/2023	FOCS364780	\$ 2,989.56	1/29/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	------------	-------------	-----------	------------	--

1/17/2023	FOCS364866	\$ 60.00	1/29/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	------------	----------	-----------	------------	--

1/17/2023	FOCS365096	\$ 1,367.40	1/29/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	------------	-------------	-----------	------------	--

1/10/2023	FOCS365791	\$ 88.41	1/29/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	------------	----------	-----------	------------	--

1/10/2023	FOCS365821	\$ 75.00	1/29/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
-----------	------------	----------	-----------	------------	--



Walker County
Claims and Invoices Submitted for Payment

Page 38 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/24/2023	FOCS366244	\$ 0.01	1/29/2023		FAS#12520/REF PO 41115 Tire sensor fault message, retrain sensor. Multipoint inspection No charge
1/24/2023	FOCS366244	(\$ 0.01)	1/29/2023		FAS#12520/REF PO 41115 Tire sensor fault message, retrain sensor. Multipoint inspection No charge
Invoice Total		\$ 0.00			
<u>10361 - Bound Tree Medical, LLC</u>					
1/4/2023	84813376	\$ 128.00	1/29/2023	PA - 2267	Diltiazem, 25mg 10ea/bx x1bx, Rocuronium 10 mg 10ea/bx x1bx
1/25/2023	84815364	\$ 91.89	1/29/2023	PO - 41310	Medical Supplies - 11/1/22-9/30/23.
1/25/2023	84815364.	\$ 1,303.58	1/29/2023	PA - 2267	Infant BVM, Manometer, Bac Filter 10ea/cs, Curaplex Select Endotracheal Tube 10ea/box x2bx, Bitrac ED Full Face Mask Adult Large 10/cs, Atropine 1MG 10EA/pk, Hypodermic Needle 23 GA x 1IN 100/BX x4, Curaplex IV Admin Set, 10 Drp 50ea/cs x4, Curaplex Blank
1/12/2023	84823493	\$ 1,830.62	1/29/2023	PA - 2267	ATROPINE 1MG IOML LUER JET 1006B IOEA/PK, Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX, Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk, Sensors, Masimo SET M-LNCS, Pedi, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable 20/bx, Sensors,
1/18/2023	84828528	\$ 93.77	1/29/2023	PA - 2267	5.11, Slingpack, UCR, Black
1/25/2023	84832224	\$ 243.10	1/29/2023	PA - 2267	Disposable Suction Canister 1/ea 48/ea/CS, Glucose Transcend 15GM Gel-Orange 3/pk x1, Glucose Gel Strawberry Flavor 3/pk 12pk/cs x5, Hy Fin Vent Chest Seal Twin Pack 2/pk x5
<u>11066 - Canon Solutions America, Inc.</u>					
1/18/2023	602937	\$ 25.93	1/29/2023		Black & White1st Qtr-10/01/22-12/31/22
<u>11446 - Johnson Wrecker Service</u>					
1/17/2023	303922	\$ 75.00	1/29/2023	PO - 41027	Towing Service- 10/1/22-9/30/23
1/17/2023	305105	\$ 75.00	1/29/2023	PO - 41027	Towing Service- 10/1/22-9/30/23



Walker County
Claims and Invoices Submitted for Payment

Page 39 of 40

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
1/17/2023	305454	\$ 150.00	1/29/2023	PO - 41027	Towing Service- 10/1/22-9/30/23
<u>13416 - Emergicon, LLC</u>					
1/13/2023	14242	\$ 13,609.01	1/29/2023		Monthly Commissions - November 2022
<u>13614 - Auto Parts of Huntsville, Inc</u>					
1/18/2023	513399	\$ 70.46	1/29/2023	PO - 41023	Vehicle parts and supplies- 10/1/22-9/30/23
1/18/2023	514614	\$ 38.97	1/29/2023		FAS#12606/REF PO #41023 12oz Refrigerant x3 Charged to wrong account. Ref CM #514796.
1/18/2023	514796	(\$ 38.97)	1/29/2023		Acct#7333/FAS#12606/REF PO 41023, 12oz Refrigerant, Ref Inv #514614, Charged to wrong account.
1/18/2023	514797	\$ 38.97	1/29/2023	PO - 41023	Vehicle parts and supplies- 10/1/22-9/30/23
1/5/2023	514867	\$ 30.57	1/29/2023	PO - 41023	Vehicle parts and supplies- 10/1/22-9/30/23
1/12/2023	516119	\$ 33.00	1/29/2023	PO - 41023	Vehicle parts and supplies- 10/1/22-9/30/23
<u>13716 - Bumpous, Dione</u>					
1/24/2023	D-625	\$ 66.81	1/29/2023		Mileage/102.0/Centerville, TX-01/18/23
<u>13856 - Optimum</u>					
1/23/2023	7086315011.0123	\$ 646.00	1/29/2023		Monthly Service-01/12/23-02/11/23
<u>13872 - Pediatric Emergency Standards, Inc.</u>					
1/18/2023	INV-6241	\$ 3,177.31	1/29/2023	PO - 41175	HandTevy System Set up and equipment - HMPS22 Customization and Setup for Handtevy Mobile; HMPA22 Annual access to Handtevy Mobile, Access to Mmedication Management Software, Unlimited Updates Include, Clinical and Technical Support; HPB302 Customized Med
1/18/2023	INV-6241	\$ 3,695.00	1/29/2023	PO - 41175	HandTevy System Set up and equipment - HMPS22 Customization and Setup for Handtevy Mobile; HMPA22 Annual access to Handtevy Mobile, Access to Mmedication Management Software, Unlimited Updates Include, Clinical and Technical Support; HPB302 Customized Med
Invoice Total		\$ 6,872.31			
Walker County EMS - Emergency Services - Totals		\$ 31,287.79			



Walker County
Claims and Invoices Submitted for Payment

Invoice date	Invoice	Amount	Due Date	PO/PA	Description
--------------	---------	--------	----------	-------	-------------

45020-Weigh Station Utilites and Services

10718 - DISH Network Services, LLC

1/16/2023	84961429.011623	\$ 53.61	1/29/2023		Monthly Service - 01/31/23-02/28/23
-----------	-----------------	----------	-----------	--	-------------------------------------

13563 - Piney Woods Sanitation, Inc.

1/15/2023	0001382618	\$ 53.00	1/29/2023		Monthly Service - 02/01/23-02/28/23
-----------	------------	----------	-----------	--	-------------------------------------

13654 - Honey Bucket

1/18/2023	0553260606	\$ 80.00	1/29/2023		Monthly Service, 01/12/23-02/08/23, 3179 I45
-----------	------------	----------	-----------	--	--

Weigh Station Utilites and Services - Totals **\$ 186.61**

Report Totals		\$ 1,618,160.24			
---------------	--	--------------------	--	--	--

Walker County
Monthly Investment Report
DECEMBER 2022

This report is made in accordance with provisions of Government code 2256 (Section 2256.023), The Public Funds Investment Act. The investments held in the Walker County portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies

	Beginning	Ending
Book Value	\$32,159,005.10	\$32,266,247.81
Market Value	\$32,159,005.10	\$32,266,247.81
Interest Added		\$107,242.71
Weighted Average Maturity		31
Average yield to Maturity at 12/31/2022		3.92%

Kayleigh Fursley
01/24/23
Amy Klawnsky
01/24/2023

**Summary of Investments Earnings
December-22**

	Fund	Beginning Balance	Deposits to Texpool	Withdrawals from Texpool	Interest Earnings	Month Ending Balance
Texpool Account 236151301000						
General Fund	101	\$ 1,819,069.18	\$ 574,110.39	\$ (442,602.50)	\$ 6,770.42	\$ 1,957,347.49
General Projects Fund	105	\$ 5,506,162.28	\$ -	\$ (574,110.39)	\$ 17,592.90	\$ 4,949,644.79
General Capital Projects Fund	115	\$ 5,530,067.67	\$ -	\$ -	\$ 18,692.51	\$ 5,548,760.18
Corona Virus Relief Fund	119	\$ -	\$ -	\$ -	\$ -	\$ -
TASK FORCE	180	\$ 103,042.99	\$ -	\$ -	\$ 348.30	\$ 103,391.29
Heathly County Initiative	185	\$ 18,105.94	\$ -	\$ -	\$ 61.20	\$ 18,167.14
Series 2012 CO Interest & Sinking	192	\$ 264,664.48	\$ 172,602.50	\$ -	\$ 1,072.35	\$ 438,339.33
Road & Bridge	220	\$ 3,484,501.36	\$ -	\$ -	\$ 11,778.17	\$ 3,496,279.53
EMS	301	\$ 1,806,176.61	\$ -	\$ -	\$ 6,105.17	\$ 1,812,281.78
Affordable Housing Initiatives	460	\$ -	\$ -	\$ -	\$ -	\$ -
County Records Management	511	\$ -	\$ -	\$ -	\$ -	\$ -
County Records II Digitize	512	\$ 62,162.27	\$ -	\$ -	\$ 210.12	\$ 62,372.39
County Records Preservation	515	\$ 104,500.48	\$ 100,000.00	\$ -	\$ 456.21	\$ 204,956.69
Archive Fund	516	\$ 30,929.28	\$ 170,000.00	\$ -	\$ 279.61	\$ 201,208.89
District Clerk Records Fund	518	\$ 5,066.84	\$ -	\$ -	\$ 17.13	\$ 5,083.97
Rider 42 Prosecution	519	\$ 29,739.45	\$ -	\$ -	\$ 100.52	\$ 29,839.97
Law Library	526	\$ -	\$ -	\$ -	\$ -	\$ -
Courthouse Security	536	\$ -	\$ -	\$ -	\$ -	\$ -
Justice Courts Security Fund	537	\$ 46,219.74	\$ -	\$ -	\$ 156.23	\$ 46,375.97
JP TruancyPrev and Diversion Fund	538	\$ 3,996.27	\$ -	\$ -	\$ 13.51	\$ 4,009.78
County Speciality Court Programs	539	\$ 805.18	\$ -	\$ -	\$ 2.72	\$ 807.90
US Forest Service-Fire Projects	540	\$ 17,354.47	\$ -	\$ -	\$ 0.00	\$ 17,354.47
Justice Technology	550	\$ 75,594.44	\$ -	\$ -	\$ 255.52	\$ 75,849.96
County & District Court Tech. Fund	551	\$ 832.52	\$ -	\$ -	\$ 2.81	\$ 835.33
Prof Prosecutors Supplement	560	\$ -	\$ -	\$ -	\$ -	\$ -
Pretrial Intervention Fund	561	\$ 81,154.92	\$ -	\$ -	\$ 274.32	\$ 81,429.24
DA Narcotics	562	\$ 167,178.97	\$ -	\$ -	\$ 565.09	\$ 167,744.06
Hot Check	563	\$ -	\$ -	\$ -	\$ -	\$ -
SO Narcotics	574	\$ 465,000.47	\$ -	\$ -	\$ 1,571.78	\$ 466,572.25
Inmate Medical Fund	576	\$ 45,890.91	\$ -	\$ -	\$ 155.12	\$ 46,046.03
DOJ Equitable Sharing Fund	577	\$ 360,056.33	\$ -	\$ -	\$ 1,217.05	\$ 361,273.38
Sheriff Commissary Fund	578	\$ 215,095.39	\$ -	\$ -	\$ 727.06	\$ 215,822.45
Elections Equipment Fund	583	\$ -	\$ -	\$ -	\$ -	\$ -
Elections Services Contract Fund	584	\$ 36,471.61	\$ -	\$ -	\$ 123.28	\$ 36,594.89
Special Inventory Tax	589	\$ 16.55	\$ -	\$ -	\$ 0.06	\$ 16.61
ERRP Fund	590	\$ -	\$ -	\$ -	\$ -	\$ -
Adult Probation	615	\$ 85,637.34	\$ -	\$ -	\$ 289.47	\$ 85,926.81
Juvenile Fund	640	\$ 82,700.40	\$ -	\$ -	\$ 279.54	\$ 82,979.94
Retiree Health Insurance Fund	701	\$ 805,542.59	\$ -	\$ -	\$ 2,722.86	\$ 808,265.45
Jail Project Fund	756	\$ -	\$ -	\$ -	\$ -	\$ -
Central Dispatch	802	\$ 842,869.36	\$ -	\$ -	\$ 2,849.03	\$ 845,718.39
Total Primary Account		\$ 22,096,606.29	\$ 1,016,712.89	\$ (1,016,712.89)	\$ 74,690.06	\$ 22,171,296.35
Total All Texpool Accounts		\$ 22,096,606.29	\$ 1,016,712.89	\$ (1,016,712.89)	\$ 74,690.06	\$ 22,171,296.35

**Summary of Investments Earnings
December-22**

Average Daily Net Yield	<u>3.98</u>	
	<u>Interest</u>	
Texpool Account 236151301000		
General Fund	101.48010.20020	\$ 6,770.42
General Projects Fund	105.48010.11105	\$ 17,592.90
General Capital Projects Fund	115.48010.11115	\$ 18,692.51
Corona Virus Relief Fund	119.48010.11119	\$ -
Task Force Seizure Fund	180.21990.10000	\$ 348.30
Heathly County Initiative	185.48010.11185	\$ 61.20
Series 2012 CO Interest & Sinking	192.48010.11192	\$ 1,072.35
Road & Bridge	220.48010.11220	\$ 11,778.17
EMS	301.48010.11301	\$ 6,105.17
Affordable Housing Initiatives	460.48010.62040	\$ -
County Records Management	511.48010.11511	\$ -
County Records II Digitize	512.48010.11512	\$ 210.12
County Records Preservation	515.48010.11515	\$ 456.21
Archive Fund	516.48010.11516	\$ 279.61
District Clerk Records Fund	518.48010.11518	\$ 17.13
Rider 42 Prosecution	519.48010.11519	\$ 100.52
Law Library	526.48010.11526	\$ -
Courthouse Security	536.48010.11536	\$ -
Justice Courts Security Fund	537.48010.11537	\$ 156.23
JP TruancyPrev and Diversion Fund	538.48010.11538	\$ 13.51
County Speciality Court Programs	539.48010.11539	\$ 2.72
US Forest Service-Fire Projects	540.48010.11540	\$ 0.00
Justice Technology	550.48010.11550	\$ 255.52
Co. and Dist Court Tech Fund	551.48010.11551	\$ 2.81
Prof Prosecutors Supplement	560.48010.11560	\$ -
Pretrial Intervention Fund	561.48010.11561	\$ 274.32
DA Narcotics	562.48010.11562	\$ 565.09
Hot Check	563.48010.11563	\$ -
SO Narcotics	574.48010.11574	\$ 1,571.78
Inmate Medical	576.48010.11576	\$ 155.12
DOJ Equitable Sharing	577.48010.11577	\$ 1,217.05
Sherrif Commissary Fund	578.48010.11578	\$ 727.06
Elections Equipment Fund	583.48010.11583	\$ -
Elections Svcs Contract Fund	584.48010.11584	\$ 123.28
Special Inventory Tax	589.48010.11589	\$ 0.06
ERRP Fund	590.48010.11590	\$ -
Adult Probation	615.48010.50130	\$ 289.47
Juvenile Fund	640.48010.36030	\$ 279.54
Retiree Health Insurance Fund	701.48010.11701	\$ 2,722.86
Jail Project Fund	756.48010.11756	\$ -
Central Dispatch	802.48010.11802	\$ 2,849.03
Total Primary Account		<u>\$ 74,690.06</u>
 Total Monthly Interest		 <u>\$ 74,690.06</u>

Summary of Investments Earnings
12/1/2022

Fund	Beginning Balance	Deposits to Wells Fargo	Withdrawals Wells Fargo	Interest Earnings	Month Ending Balance
101	\$ 5,963,082.52	\$ -	\$ -	\$ 17,832.07	\$ 5,980,914.59
105	\$ 328,499.22	\$ -	\$ -	\$ 982.35	\$ 329,481.57
220		\$ -	\$ -	\$ -	\$ -
301	\$ 162,806.35	\$ -	\$ -	\$ 486.85	\$ 163,293.20
Total All Accounts	\$ 6,454,388.09	\$ -	\$ -	\$ 19,301.27	\$ 6,473,689.36

**Landing Rock-
Account #01127000265**

General Fund

General Project Fund

Road and Bridge

Walker County EMS

Interfund transfers \$0

12/1/2022 **Interest Summary**
12/1/2022

3.35 APY -12/1/2022-12/11/2022
3.45 APY - 12/12/2022-12/20/2022
3.75 APY - 12/21/2022-12/31/2022

Landing Rock-

Account #01127000265

	<u>Interest</u>	
General Fund	101.12020.10000	\$ 17,832.07
General Project Fund	105.12020.10000	\$ 982.35
Road and Bridge	220.12020.10000	\$ -
Walker County EMS	301.12020.10000	\$ 486.85

Total Primary Account

\$ 19,301.27

Interfund transfers \$0

Summary of Investments Earnings
December-22

	Fund	Beginning MBIA	Deposits to MBIA	Withdrawals from MBIA	Interest Earnings	Month Ending Balance
MBIA Account TX-01-0435-0001						
General Fund	101	\$ 1,298,131.53	\$ -	\$ -	\$ 4,767.72	\$ 1,302,899.25
General Project Fund	105	\$ 816,456.26	\$ -	\$ -	\$ 2,998.67	\$ 819,454.93
Road and Bridge	220	\$ -	\$ -	\$ -	\$ -	\$ -
Walker County EMS	301	\$ 61,453.08	\$ -	\$ -	\$ 225.71	\$ 61,678.79
County Records M&P	511	\$ -	\$ -	\$ -	\$ -	\$ -
County Clerk Records M&P	515	\$ 67,302.87	\$ -	\$ -	\$ 247.18	\$ 67,550.05
County Clerk Records Archive	516	\$ -	\$ -	\$ -	\$ -	\$ -
District Clerk Rider	519	\$ -	\$ -	\$ -	\$ -	\$ -
Justice Courts Technology	550	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney Forfeiture	562	\$ -	\$ -	\$ -	\$ -	\$ -
DOJ Equitable Sharing	577	\$ 24,315.89	\$ -	\$ -	\$ 89.30	\$ 24,405.19
Adult Probation - Basic Services	615	\$ 117,317.08	\$ -	\$ -	\$ 430.88	\$ 117,747.96
Adult Probation - Substance Abuse	617	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Grant Title IVE	640	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Grant - State Aid	641	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Grant - Medical Services	644	\$ -	\$ -	\$ -	\$ -	\$ -
Retiree Health Insurance	701	\$ 1,223,034.01	\$ -	\$ -	\$ 4,491.92	\$ 1,227,525.93
Jail Project Fund	756	\$ -	\$ -	\$ -	\$ -	\$ -
Sheriff Commissary	801	\$ -	\$ -	\$ -	\$ -	\$ -
Total Primary Account		\$ 3,608,010.72	\$ -	\$ -	\$ 13,251.38	\$ 3,621,262.10
Total All MBIA Accounts		\$ 3,608,010.72	\$ -	\$ -	\$ 13,251.38	\$ 3,621,262.10

12/1/2022
December-22

Average Monthly Yeild	4.3170	
	Interest	
MBIA Account TX-01-0435-0001		
General Fund	101.12020.10000	\$ 4,767.72
General Project Fund	105.12020.10000	\$ 2,998.67
Road and Bridge	220.12020.10000	\$ -
Walker County EMS	301.12020.10000	\$ 225.71
County Records M&P	511.12020.10000	\$ -
County Clerk Records M&P	515.12020.10000	\$ 247.18
County Clerk Records Archive	516.12020.10000	\$ -
District Clerk Rider	519.12020.10000	\$ -
Justice Courts Technology	550.12020.10000	\$ -
District Attorney Forfeiture	562.12020.10000	\$ -
DOJ Equitable Sharing	577.12020.10000	\$ 89.30
Adult Probation - Basic Services	615.12020.10000	\$ 430.88
Adult Probation - Substance Abuse	617.12020.10000	\$ -
Juvenile Grant Title IVE	640.12020.10000	\$ -
Juvenile Grant - State Aid	641.12020.10000	\$ -
Retiree Health Insurance	701.12020.10000	\$ 4,491.92
Juvenile Grant - Medical Services	644.12020.10000	\$ -
Jail Project Fund	756.12020.10000	\$ -
Sheriff Commissary	801.12020.10000	\$ -
Total Primary Account		\$ 13,251.38
 Total Monthly Interest.		 \$ 13,251.38

District Clerk

Summary of Receipts and Remittances to County Treasurer For the Month Ended December 2022

Collections

Receipt Fees for the Month	<u>\$26,227.26</u>
NSF Check Reimbursement	\$0.00
Received by Collections Department	\$2,336.04
Paid by Credit Card	\$9,409.90
Remitted to County Treasurer + TDCJ Rider & Nisi payment	<u>\$14,562.12</u>
Subtotal Revenues for the Month	<u>\$26,308.06</u>

Summary of Deposits/Remittances

Date of Dynamics System receipt	Deposit with County Treasurer	Deposit CreditCard eFile Account	Deposited By Collection Department	Total Deposits/ Remittances
12/01/22	\$ 1,437.67	\$ -	\$ 167.00	\$ 1,604.67
12/02/22	\$ 81.00	\$ 798.00	\$ 30.00	\$ 909.00
12/05/22	\$ 375.00	\$ 655.00	\$ 200.00	\$ 1,230.00
12/06/22	\$ -	\$ 1,096.00	\$ -	\$ 1,096.00
12/07/22	\$ 16.00	\$ 671.00	\$ 588.00	\$ 1,275.00
12/08/22	\$ -	\$ 362.00	\$ -	\$ 362.00
12/09/22	\$ 1,220.87	\$ 1,181.20	\$ 353.00	\$ 2,755.07
12/12/22	\$ 428.00	\$ 35.00	\$ 25.00	\$ 488.00
12/13/22	\$ -	\$ 283.00	\$ -	\$ 283.00
12/14/22	\$ 32.00	\$ 482.00	\$ 230.00	\$ 744.00
12/15/22	\$ -	\$ 310.00	\$ -	\$ 310.00
12/16/22	\$ -	\$ 583.40	\$ -	\$ 583.40
12/19/22	\$ 99.00	\$ 213.00	\$ 242.00	\$ 554.00
12/20/22	\$ 1,961.36	\$ 252.00	\$ 140.00	\$ 2,353.36
12/21/22	\$ 807.00	\$ 811.30	\$ 30.00	\$ 1,648.30
12/22/22	\$ -	\$ 256.00	\$ -	\$ 256.00
12/27/22	\$ 2,202.00	\$ 266.00	\$ 155.00	\$ 2,623.00
12/28/22	\$ 2,789.42	\$ 8.00	\$ 90.00	\$ 2,887.42
12/29/22	\$ 599.00	\$ 689.00	\$ 86.04	\$ 1,374.04
12/30/22	\$ 433.00	\$ 458.00	\$ -	\$ 891.00
12/2 - ReSearch TX	\$ 80.80	\$ -	\$ -	\$ 80.80
12/8 Rider	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
12/15 Rider	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00

	\$ -				\$ -
Totals for the Period	<u>\$ 14,562.12</u>	<u>\$ 9,409.90</u>	<u>\$ 2,336.04</u>	<u>\$</u>	<u>\$26,308.06</u>

Funds Pending Remittance to Treasurer \$0.00

Collections thru Probation and Reported by Probation for District Court \$6,534.81

Walker County

Month	Prior Adj. Tax Levy	Total Collected to Date (Prior Year)	Percentage	Current Adj. Tax Levy	Total Collected to Date (Current Year)	Percentage Adj. Levy	Percentage Original Levy
October	24,232,143.90	595,136.59	0.0246	26,141,138.89	762,378.65	0.0292	0.0314
November	24,221,523.80	1,917,215.64	0.0792	26,137,188.32	2,276,911.51	0.0871	0.0938
December	24,220,068.83	6,650,318.47	0.2746	26,125,233.91	6,651,028.03	0.2546	0.2740
January							
February							
March							
April							
May							
June							
July							
August							
September							

Receipts for the Month:				Totals:
	Receipts for Commercial/Multi Structure Permits (w/ OSSF)			\$ 1,020.00
	Receipts for Development Permit			\$ 3,700.00
	Receipts for Per Square Foot of Development Fees			\$ 982.58
	Receipts for Res. Permits (w/ OSSF)			\$ 4,410.00
	Receipts for Per Gallon over 500			\$ 15.00
	Receipts for OSSF Maintenance Inspection Reports			\$ 9,660.00
	Receipts for Overdue OSSF Maint. Insp. Reports			\$ 3,792.00
	Receipts for Overdue OSSF Maint. Contracts			\$ 925.00
	Receipts for Res. Re-Insp. Fee			\$ 500.00
	Receipts for OSSF Review Fee			\$ 750.00
	Receipts for No Fee Permit - Only State Fee			\$ 10.00
	Receipts for Re-Plat Fees			\$ 1,000.00
	Receipts for Minor Plat Fees			\$ 500.00
	Receipts for Subdv. Variance Request Fee			\$ 800.00
	Receipts for 2.5% Credit Card Use Fee			\$ 238.41
	Subtotal of Revenues for the Month of December 2022:			\$ 28,302.99
	Less Paid by Credit Card:			\$ 9,777.99
	Total to be Remitted to County Treasurer:			\$ 18,525.00
Summary of Deposits/Remittances:				
Receipt Date:	For the Period Date:	Deposit with County Treasurer	Deposit Credit Card Account	Total Deposits / Remittances
12/8/2022	12/1/2022 to 12/6/2022	\$ 5,000.00	\$ 2,923.29	\$ 7,923.29
12/12/2022	12/7/2022 to 12/11/2022	\$ 2,425.00	\$ 1,999.75	\$ 4,424.75
12/16/2022	12/12/2022 to 12/15/2022	\$ 5,044.00	\$ 3,348.22	\$ 8,392.22
12/27/2022	12/16/2022 to 12/20/2022	\$ 4,031.00	\$ 743.11	\$ 4,774.11
12/28/2022	12/21/2022 to 12/27/2022	\$ 1,370.00	\$ -	\$ 1,370.00
1/3/2023	12/28/2022 to 12/31/2022	\$ 655.00	\$ 763.62	\$ 1,418.62
	Total Deposits for the Period - December 2022	\$ 18,525.00	\$ 9,777.99	\$ 28,302.99
	Funds Pending Remittance to Treasurer:	\$ -		

WALKER COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

Commissioner's Court Report Calculation Sheet

December

10/01/2022
through
12/31/2022

Permit Type	Fee	# Issued	Monthly Balance	New Fiscal Year Totals
***Comm/Multi Family OSSF	\$510.00	2	\$1,020.00	\$4,080.00
***Single Family Res. OSSF	\$210.00	21	\$4,410.00	\$15,750.00
Development Permit Fees	\$100.00	37	\$3,700.00	\$12,200.00
Per Sq. Ft. Development Fee	.05 / .015	3	\$982.58	\$6,968.08
OSSF Spray Mod.	Half Permit Fee	0	\$0.00	\$210.00
OSSF Per Gal. Over 500	\$0.25	1	\$15.00	\$15.00
Upgrade to Commercial OSSF	\$300.00	0	\$0.00	\$620.00
Reinsp./Addn'l. Insp. Fee	\$125.00	4	\$500.00	\$1,875.00
Misc. Map Fee(s)	\$ 5.00 / \$ 15.00	0	\$0.00	\$0.00
Solid Waste	\$50.00	0	\$0.00	\$0.00
Open Records Request	.10 per page	0	\$0.00	\$0.00
Minor Plat Fee	\$250.00	2	\$500.00	\$1,250.00
Major Plat Fee	\$600.00	0	\$0.00	\$1,200.00
Addn'l. Lots No Roads	\$50.00	0	\$0.00	\$0.00
Addn'l. Lots W/ Roads	\$50.00	0	\$0.00	\$7,800.00
Per L.F. of Road Fee	\$1.00	0	\$0.00	\$34,016.00
1.5% Cost of Constr.		0	\$0.00	\$0.00
25.0% Addn'l Sub Fee		0	\$0.00	\$0.00
Re-Plat Fee	\$250.00	4	\$1,000.00	\$2,500.00
Variance Request Fee	\$200.00	4	\$800.00	\$2,600.00
OSSF Subdv. Review Fee	\$150.00	5	\$750.00	\$2,700.00
OSSF Review Per Lot Fee	\$10.00	0	\$0.00	\$1,560.00
Upgrade Misc Fee	\$75.00 \$100.00	0	\$0.00	\$20.00
No Fee Permit State Fee only	\$10.00	1	\$10.00	\$10.00
OSSF Process Fee (Inspect. Rpts.)	\$5.00	1932	\$9,660.00	\$18,745.00
Overdue Report Fee	\$2.00	1896	\$3,792.00	\$4,872.00
Overdue OSSF Contract Fee	\$25.00	37	\$925.00	\$3,600.00
2.50% Credit Card Fees	# of Trans.	49	\$238.41	\$877.16
Month End Final Calculations:			\$28,302.99	\$123,468.24

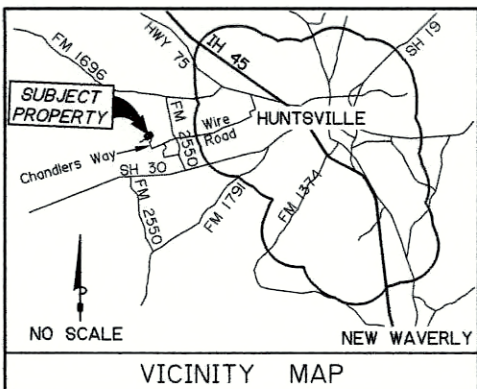
Additional Information:

Permits Refunded	0
Addresses Issued	37
Minor Plats	1

***Special Note: Any entry with the *** symbol requires a \$10.00 payment be made to the state for OSSF reasons.

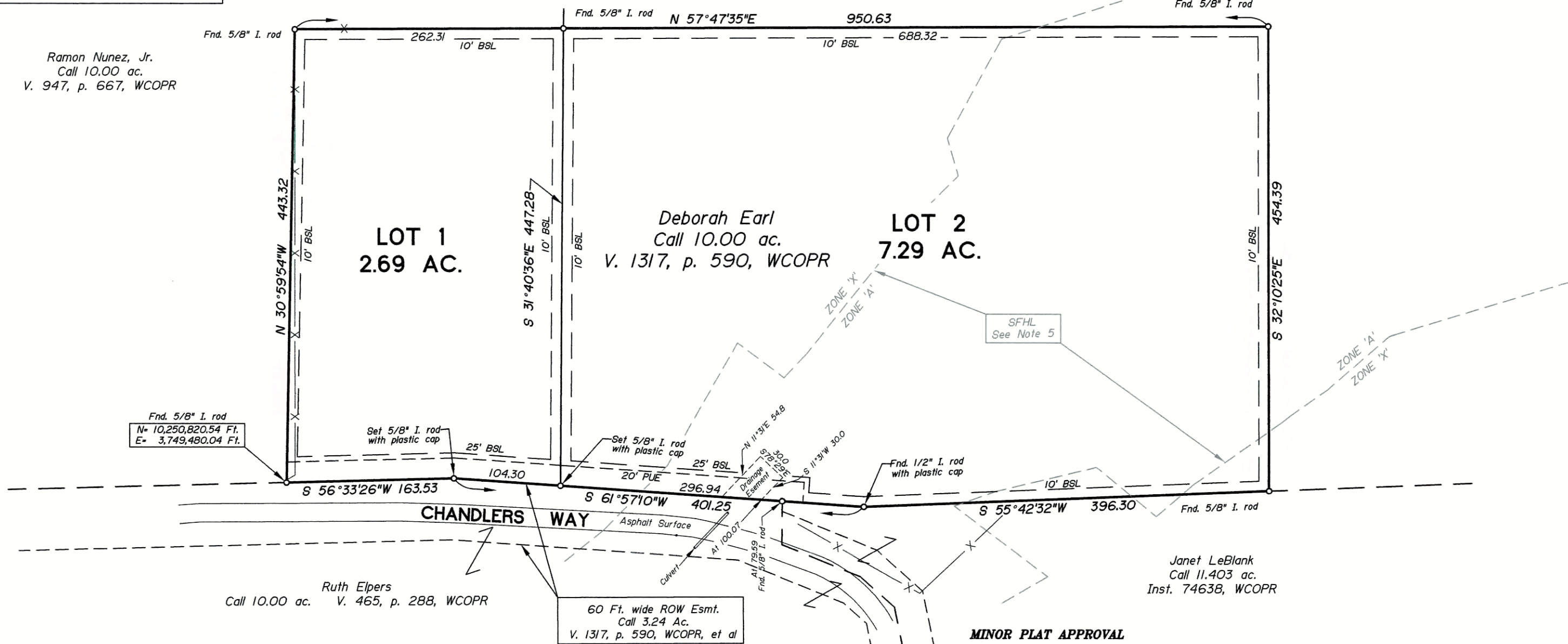
Fiscal Year Comparison

Total Income for Month - December 2022	\$ 28,302.99	FY 2021/2022	FY 2020/2021	FY 2019/2020	FY 2018/2019	FY 2017/2018	FY 2016/2017
Total FY 2022/2023 Income YTD (as of December)	\$ 123,468.24	\$ 180,353.78	\$141,281.28	\$ 78,092.94	\$ 52,135.49	\$ 62,954.23	\$ 46,154.96



Ramon Nunez, Jr.
Call 10.00 ac.
V. 947, p. 667, WCOPR

Date Story
Call 27.73 ac.
V. 755, p. 104, WCOPR



OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF WALKER §

I, Deborah Earl sole owner of the certain tract of land shown hereon and described in a deed recorded in Vol. 1317, p. 590 of the Official Public Records of Walker County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby (subdivide, amend, etc.) said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as Deborah Earl 9.98 Acre Tract.

TO CERTIFY WHICH, WITNESS by my hand this 1st day of December, 2022

Deborah Earl

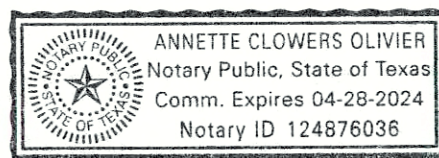
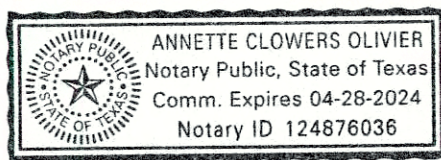
NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This instrument was acknowledged before me

Dated this 1st day of December, 2022
by Deborah Earl.

Annette C. Olivier
Notary Public for State of Texas



MINOR PLAT APPROVAL

STATE OF TEXAS §
COUNTY OF WALKER §

By authority of Section 3.74 of the Walker County Subdivision Regulations this minor plat has been approved by the Director of Planning and Development and/or the County Engineer of Walker County, Texas. This approval is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Signed Annette C. Olivier Director of Planning and Development
Signed N/A County Engineer

Before me Annette C. Olivier a notary public on this day personally appeared
Andrew Isbell, Director of Planning and Development and/or

N/A County Engineer, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office this 22nd day of November, 2022
Annette C. Olivier
Notary of Public

ON-SITE SEWAGE FACILITY REVIEW

Based upon a review of the plat and plans as represented by the said engineer or surveyor, I, the below signed design/review professional, being qualified to make said determination under Texas law, find that this plat complies with the requirements of the Walker County On-Site Sewage Facility Regulations, and Title 30 of the Texas Administrative Code, Chapter 285, including but not limited to the suitability of the proposed lots to accommodate on-site sewage facilities within the proposed development considering all of the requirements of Title 30, 285 TAC and any applicable local orders. I also agree that Walker County, its agents, and assigns bear no responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Jay Churchwell
Jay Churchwell
Registered Sanitarian No. 2721



GENERAL NOTES:

- The purpose of this plat is to create Lots 1 and 2 out of Deborah Earl called 10.00 Acre Tract (resurveyed 9.98 Acres) shown hereon.
- Coordinates, bearings and distances shown hereon are Grid NAD 83 (1993), Texas Central Zone referenced to the City of Huntsville Mapping Control Network and are based on the position of Control Point 6007 having published coordinates of N= 10,220,228.956 Ft., E= 3,746,956.978 Ft. and G.P.S. observations. Distances may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.999988.
- Lot 1 shown hereon is within Zone X, "areas determined to be outside the 0.2% annual chance floodplain", according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0350D and Map No. 48471C0350D dated August 16, 2011.
- Lot 2 is partially within Zone A, "areas determined to be within the 0.1% annual chance floodplain" (Special Flood Hazard Area) without Base Flood Elevation (BFE) determined according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0350D and Map No. 48471C0350D dated August 16, 2011.
- Special Flood Hazard Line (SFHL) shown hereon was scaled from FEMA Flood Insurance Rate Map Community-Panel No. 481042 0350D, neither H.E. McAdams & Son Surveying, Inc. nor H.E. McAdams intends to state or imply that flooding will or will not occur in Zones 'A' or 'X' shown hereon.
- Unless otherwise noted "plastic caps" referenced hereon are 1-3/4" diameter, yellow in color and stamped "H.E. McAdams R.P.L.S. No. 2005".
- This survey was completed without an Abstract of Title. There may be easements and other matters not shown.

WALKER COUNTY NOTES:

- All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
- All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- No structure or land within this plat shall hereafter be developed without first obtaining a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excepted from the Walker County Floodplain Development Regulations.
- The lowest finished floor elevation shall be in minimum compliance with the Local, State, or Federal regulations whichever elevation is higher.
- Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, storm-water management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.



CERTIFICATION BY THE SURVEYOR
I, Harold E. McAdams, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

Harold E. McAdams
Harold E. McAdams
Registered Professional Land Surveyor No. 2005
October 10, 2022

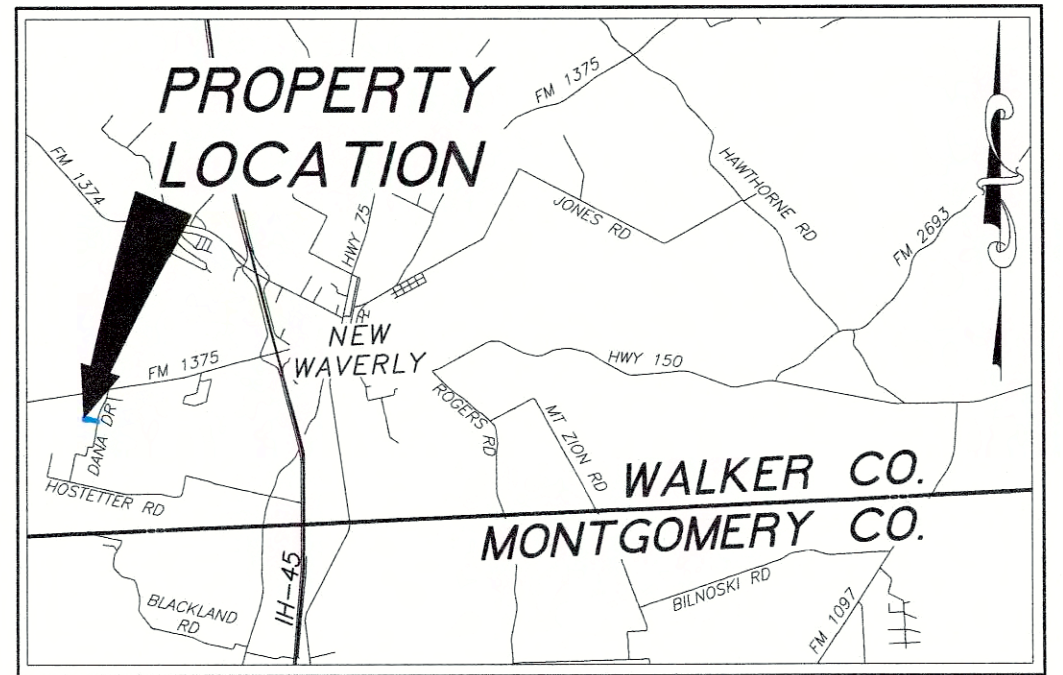
FOR TAX PURPOSES
THIS PLAT COMPLIES
WITH SECTION 12.002
OF THE PROPERTY
CODE

MINOR PLAT AND DIVISION OF

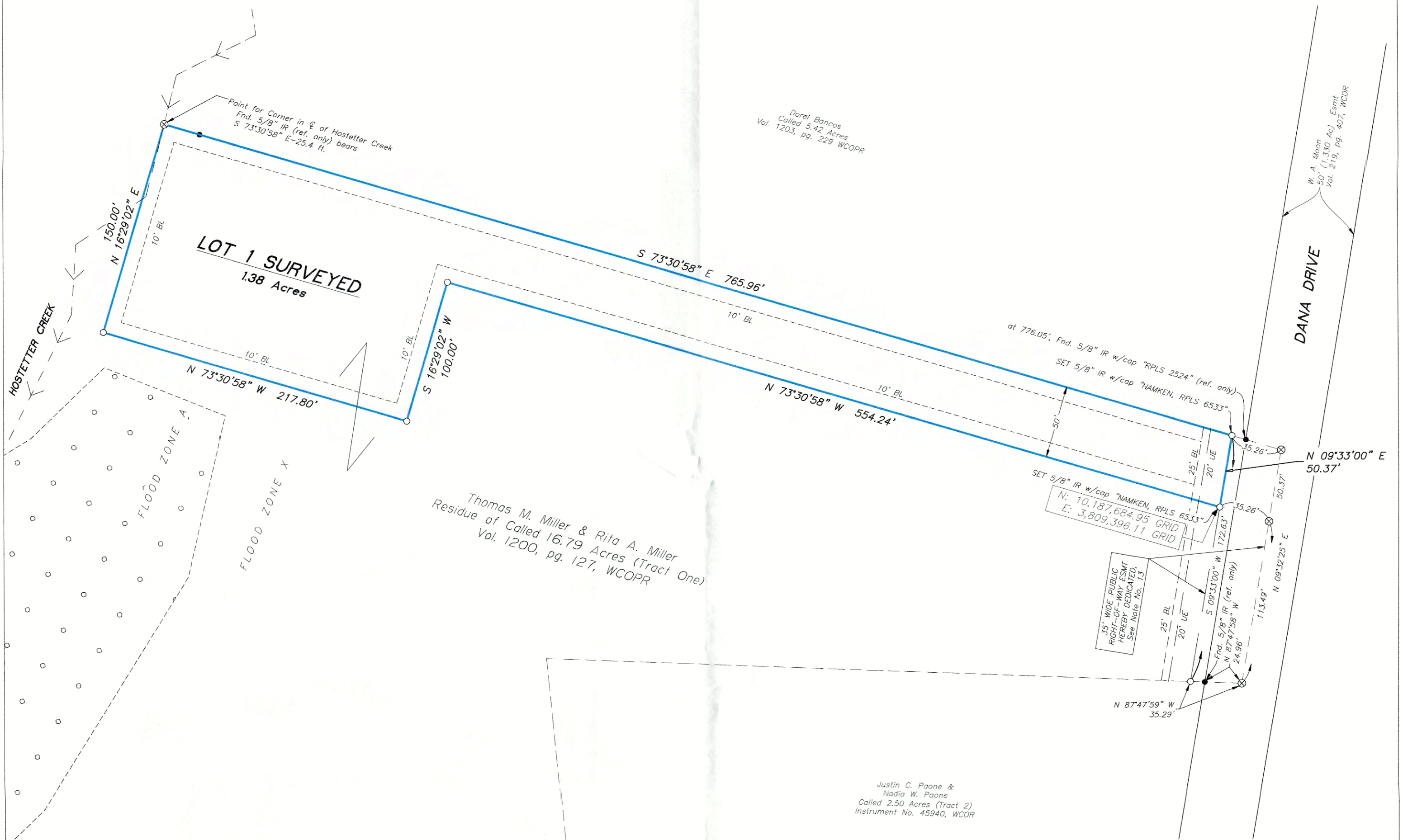
DEBORAH EARL
9.98 AC. TRACT
B.W. ROBINSON LEAGUE, A-42
WALKER COUNTY, TEXAS
OCTOBER 2022

SCALE: 1" = 100 FEET
H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPELS Firm No. 10194425

22070



VICINITY MAP
Not To Scale



LEGEND

- Found 5/8" Iron Rod, with cap as noted
- Found/Set 5/8" Iron Rod with 1-3/4" blue plastic cap mkd. "MICHAEL A. NAMKEN, RPLS 6533", UNLESS otherwise noted
- ⊗ Point for Corner
- BL Building Line
- ▨ Flood Zone A
- PUE Public Utility Easement
- WCOR Walker County Deed Records
- WCOPR Walker County Official Public Records
- WCRPR Walker County Real Property Records
- WCPR Walker County Plat Records

FOR TAX PURPOSES
THIS PLAT COMPLIES
WITH SECTION 12.002
OF THE PROPERTY
CODE

MINOR PLAT OF

LOT 1
DEVORE SUBDIVISION
JOHN SADLER LEAGUE, A-45
WALKER COUNTY, TEXAS

AUGUST 2022

NAMKEN, INC.
P. O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 22-069

SHEET 1 OF 2

NOTES

- The purpose of this replat is to create LOT 1 OUT OF 16.79 ACRE MILLER PROPERTY, recorded in Vol. 1200, pg 127, WCOPR.
- Bearings, Distances, Coordinates and Acreages hereon are referenced to the Texas State Plane Coordinate System, Central Zone, NAD 83 (2011), NAVD 88 (GEOID 18) and based upon N.G.S. OPUS post-processing and GPS Observations. Distances are U.S. Survey Feet (Grid) and may be converted to geodetic horizontal (surface) by dividing by a Combined Scale factor of 0.99988.
- Based on the graphic location of the available GIS data from the Federal Emergency Management Agency (FEMA) Flood Map Service Center (<https://msc.fema.gov/portal/search>) superimposed upon the subject tract, and based on the FEMA Flood Insurance Rate Maps, revised 16 August 2011, Walker County #481042, Map #48471C0500D, Panel 0500D, this property is located within:
 - Flood Hazard Zone "X" OTHER AREAS (areas determined to be outside the 0.2% annual chance floodplain),
 - and is not appear to be subject to Flood Hazard Zone "A" (areas WITHOUT base flood elevations determined)
 This statement does not imply that any portion of the subject tract is free of potential flood hazard; localized flooding can occur due to natural and/or man-made influences. This flood statement shall create no liability on the part of Namken, Inc. or the undersigned.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, storm-water management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.
- Monuments shown hereon as found are controlling monuments, unless noted as reference only.
- This survey was completed without an Abstract of Title. There may be additional easements and other matters not shown hereon.
- All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
- All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- No structure or land within this plat shall hereafter be developed without first obtaining a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excepted from the Walker County Floodplain Development Regulations.
- The lowest finished floor elevation shall be in minimum compliance with the local, State, or Federal regulations whichever elevation is higher.
- Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- Per Table B4.1 of the Walker County Subdivision Regulations adopted 9 May 2022, a 35 foot wide (0.14 acres) Public Right-of-Way Easement along the entire frontage of the 16.79 acre Thomas Miller tract shown hereon, as measured at right angles from the center of the existing paved surface of Dana Drive, is hereby dedicated to the public

APPROVED VARIANCES

- June 6, 2022 Walker County Subdivision Regulations Section 3, Item 3.7(3) - Approved Variance for the remainder of the 16.79 acres not to be shown on this plat.

ON-SITE SEWAGE FACILITY REVIEW

Based upon a review of the plat and plans as represented by the said engineer or surveyor, I, the below signed design/review professional, being qualified to make said determination under Texas law, find that this plat complies with the requirements of the Walker County On-Site Sewage Facility Regulations, and Title 30 of the Texas Administrative Code, Chapter 285, including but not limited to the suitability of the proposed lots to accommodate on-site sewage facilities within the proposed development considering all of the requirements of Title 30, 285 TAC and any applicable local orders. I also agree that Walker County, its agents, and assigns bear no responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

BACORP, CORREY BARNES

Registered Professional Engineer No. 22
SANTARION, L.L.C. # 5154

CERTIFICATION BY THE SURVEYOR

I, Michael A. Namken, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

Michael A. Namken
Registered Professional Land Surveyor No. 6533



CERTIFICATION BY THE COUNTY CLERK

STATE OF TEXAS §
COUNTY OF WALKER §

I, Kari A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the 24th day of October, 20 22, at 4:19 o'clock, P.M., and duly recorded this on the 24th day of October, 20 22, at 4:19 o'clock, P.M., in the Plat Records of said County in Volume 7, Page 171.

Kari A. French, Clerk County
Court of Walker County, TexasBy: Jessica Dykstra, Deputy

FOR TAX PURPOSES
THIS PLAT COMPLIES
WITH SECTION 12.002
OF THE PROPERTY
CODE

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF WALKER §

We, Thomas M. Miller and Rita A. Miller, co-owners of the certain tract of land shown hereon and described in a deed recorded in Vol. 1200, pg. 127 of the Official Public Records of Walker County, Texas, and do hereby (subdivide, re-subdivide, amend, etc.) said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as LOT 1 DEVORE SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 17day of October, 20 22.THOMAS M. MILLER
60 DANA DRIVE
NEW WAVERLY, TX 77358RITA A. MILLER
60 DANA DRIVE
NEW WAVERLY, TX 77358

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §This Instrument was acknowledged before me dated this 17 day of October, 20 22, by THOMAS M. MILLER.

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §This Instrument was acknowledged before me dated this 17 day of October, 20 22, by RITA A. MILLER.

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

LIENHOLDERS ACKNOWLEDGEMENT & SUBORDINATION STATEMENT

STATE OF TEXAS, §
COUNTY OF WALKER §

I (or we), Prosperity Bank, Clay Bohan, SVP, owner and holder of a lien against the property, said lien being evidenced by instrument of record in Vol. 1236, pg. 281, Official Public Records of Walker County, Texas, do hereby in all things subordinate to said plat said lien, and I (or we) hereby confirm that I am (or we are) the present owner (or owners) of said lien and have not assigned the same nor any part thereof.

By: Clay Bohan, SVP
Prosperity Bank, Clay Bohan, SVP

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS, §
COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared Clay Bohan, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

DATED this 17 day of October, 20 22.

Notary Public for State of Texas

APPROVAL OF COMMISSIONERS COURT

STATE OF TEXAS §
COUNTY OF WALKER §

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

DATED this 24th day of October, 20 22.Darryl Pierce
County JudgeDanny Kuykendall
Commissioner, Precinct 1Ronnie White
Commissioner, Precinct 2Bill Daugette
Commissioner, Precinct 3Jimmy D. Henry
Commissioner, Precinct 4

MINOR PLAT OF

LOT 1
DEVORE SUBDIVISION
JOHN SADLER LEAGUE, A-45
WALKER COUNTY, TEXAS

AUGUST 2022

NAMKEN, INC.
P. O. Box 1158, New Waverly, TX 77358
TBPELS Firm No. 10194090
936-661-3325

Job No. 22-069

SHEET 2 OF 2

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Brandon Decker**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 11th of January, 2023.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Colt Christian**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 10th of January, 2023.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Brandon Decker**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 11th of January, 2023.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Colt Christian**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 10th of January, 2023.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

Walker County
Employee Accident / Injury Report
Commissioners Court – January 30, 2023

Date of Injury	Dept	Name	Location of Accident	Lost time Start Date	Cause	Injury	Brief description
1/19/23	Sheriff		Call Location	N/A	Resisting Arrest	Sprain, Left Hand	Struggle with subject who was resisting arrest
1/17/23	Pct. 1		Ashworth Rd	1/18/23	Fall	Laceration, Right Knee	While cutting a tree, employee lost balance and cut his knee II on chainsaw blade



The _____ of _____
(governing body) (city or county)

designates _____ of _____ as the
person's name (print) (i.e. animal control, police, or sheriff's dept. etc.)

Rabies Control Authority for the purpose of the **RABIES CONTROL ACT OF 1981.**

This appointment became effective: _____
(date)

Authorizing person's name: _____
(print)

Authorizing person's Signature: _____
Circle One: Mayor (if municipality); County Judge (if county)

In reference to the person named as Rabies Control Authority, please indicate (print) their mailing address and telephone number.

The Rabies Control Authority for this community is:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email Address: _____



WALKER COUNTY PURCHASING OFFICE

Email: purchasing@co.walker.tx.us *Telephone (936) 436-4937 *WWW.co.walker.tx.us

INVITATION TO BID

Replace Windows, Walker County Annex

Bid Reference Number: C2360-23-004

Due: January 25, 2023 at 10:00AM (CT)

The Bidder's signature is required for acceptance of Bid and confirms Bidder has read and understands all requirements concerning this Invitation for Bid. Each Bid must be SEALED and submitted through Bonfire (Link on County Website/Purchasing Department) or the envelope CLEARLY marked and submitted to Purchasing Office:

BID# C2360-23-004

Bid Due: January 25, 2023 at 10:00AM (CT)

Bidders may email requests for clarification to: purchasing@co.walker.tx.us or use Bonfire Chat Portal by January 17, 2023 at 4:00 PM. The subject line must read "BID# C2360-23-004 Replacement Windows, Walker County Annex.

Walker County is currently seeking BIDs to replace all exterior windows at the Walker County Annex. BID documents may be obtained through Bonfire or packets may be picked up at the above address Monday-Friday 9AM-4PM with the exception of County Observed Holidays.

A work site visit will be available Friday 13, 2023 at 1:30 P.M.

Bidder Requirements

Bidder must agree to comply with all terms and conditions below. This BID will be awarded via issuance of a purchase order. Bidders are responsible for submitting pricing as a firm, fixed and complete service. There will be no advance or partial payments; there will be no draws against the project; no changes to the scope of work/specification or cost/pricing are anticipated once a purchase order is issued.

Bidder shall have a minimum of five (5) years' experience of same or similar remodel type work. Bidder must be able to provide proof of experience upon request of Walker County. This request shall be answered within 36 hours of notification by the County.

Insurance Requirements

Bidders providing goods, materials and services for the County of Walker shall, during the term of the contract with County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth. Bidder must provide the following insurance certificate with current issuance date, within ten (10) business days of notification by Walker County Purchasing Department (Faxed/E-mailed certificates are acceptable). All insurance and certificate(s) of insurance shall contain the following provisions:

1. The awarded Bidder shall furnish and keep in full force the following insurance during the term of this Contract:
 - a. Commercial General Liability - minimum \$500,000.00
 - b. Commercial Automobile Liability - minimum \$300,000.00 – Combined Single Limit

- c. Workers Compensation – Statutory
2. Name the County, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
3. Waive subrogation against the County.
4. It is the responsibility of the Bidder for coverage not to be cancelled, non-renewed, or materially changed except after 30 days written notice by e-mail/mail/faxed to: Walker County Purchasing Department or e-mail address above.

Payment/Invoicing

An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of item shipped and quantity
5. A County employee must be present and sign to accept delivery ticket
6. Location of materials destination must be included on each delivery ticket

Payment shall not be processed until product has been received and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2nd floor, Auditor's Office. Invoices shall indicate the purchase order number, shall be itemized.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the bidder to notify the auditor's office of this change at payables@co.walker.tx.us.

Contractor Responsibilities

The awarded contractor will be responsible for providing all materials, equipment, tools, and labor in completing the project. The contractor shall maintain adequate protection of all contractor's work from damage and shall protect the County and adjacent property from injury or loss arising from this contract. The contractor shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and contractor's workmen from any dangers inherent with or created by the work in progress. Contractor shall hold the County harmless from any loss arising due to injury or accident to the public or employees, or from theft of materials stored at the job site. Any areas of the building and/or grounds which have become stained or damaged in anyway shall be repaired or replaced by the contractor. The method of repair used must be acceptable to the County.

Criteria other than cost will be considered

- Warranty
- Vendor's relationship with Walker County
- Quality of products
- Installation time

Minor Informalities

The County reserves the right to waive any minor informalities for the best value of the County.

Specifications:

Clearly define warranty options for proposed replacement windows

Clearly define warranty options for labor and components required for installation of proposed replacement windows.

Specify if you are a local vendor

Give (3) three references where similar work was performed

Include specification sheets for proposed replacement windows being installed.

Protect all furniture for the duration of the replacement.

Remove and clean all debris and materials to be left as found

Dispose of all removed windows

Dispose of all removed screens (If the County chooses to not reuse)

Existing Building is Painted Brick and Mortar

This project will require work to be performed in multiple department areas and each have different access. A single point of contact for the County will be given to the awarded vendor.

A schedule of replacement will be required

Scope of Work

Existing

Installed with inside glaze (Installed from the inside of the building)

Window frame was built for single windows

Remove window screens

Remove single pane windows

Not Energy efficient

Windows are not insulated

Windows do not have UV coating

Solar Screens

New

Insulated units must be Install with outside glaze (Install from the outside of the building)

Fabricate frames to accept insulated units

Install Insulated units with low-e

Install Insulated units with commercial grade privacy tint (Preferred Color: Smoke)

Insulated units must be energy efficient

Provide alternate cost for sliding lites at seal of two units. _____

All additional expenses& request shall be included and indicated on this solicitation. Example: labor, disposal, shipping, installment payment request etc....

Proposal Price

Windows	\$	<u>32,000.⁰⁰</u>
Materials	\$	<u>19,200.⁰⁰</u>
Labor	\$	<u>40,000.⁰⁰</u>
(2) Sliding lites at seal	\$	<u>3875.⁰⁰</u>
Total	\$	<u>95,075.⁰⁰</u>

Product Details

Windows to be installed (Include: Brand, Model, Item#) US ALU FG450

Warranty: Glass 10 year Labor 1 year

Installation Available Date: 4-6 week from time of post

All work spaces must be cleaned and in same order as prior to work.

Certification of Bid

The undersigned affirms they are duly authorized to execute the contract, that this BID has not been prepared in collusion with any other Bidder, and that the contents of this BID have not been communicated to any other Bidder prior to the official opening. Please complete attached Form CIQ, HB89 and Form 1295.

Signed By: [Signature] Title: President

Typed/Printed Name: JASON NEAL

Company Name American Glass & Mirror Date: 1/25/23

Mailing Address: PO Box 571 Marshall TX 75864
Street/P. O. Box City State Zip

Telephone #: 936 294 0118 Cell #: 979 220 5444 Fax #: 936 294 0187

Email: huntsville-glass.com and missortx.com
 Tax ID Number: _____

Conflict of Interest Questionnaire – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received:
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;"><u>None</u></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;"><u>None</u></p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; margin-top: 20px;"><u>none</u></p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="text-align: center;"><u>[Signature]</u></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <p><u>1-25-23</u></p> <p>Date</p> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HOUSE BILL 89 VERIFICATION

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

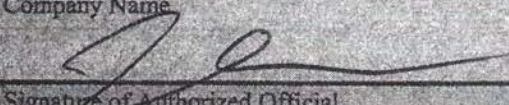
- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract with Walker County

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The law applies to only contracts that are between governmental entity and company with 10 or more full-time employees; and have a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

I, (authorized official) Jason Neal, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing>

<u>American Glass and Mirror</u>		
<small>Company Name</small>		
	<u>1-25-23</u>	<u>President</u>
<small>Signature of Authorized Official</small>	<small>Date</small>	<small>Title of Authorized Official</small>

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-975324

Date Filed:
01/24/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

American Glass and Mirror
Madisonville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Walker County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C2360-23-004
replacing windows in Walker County Annex Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



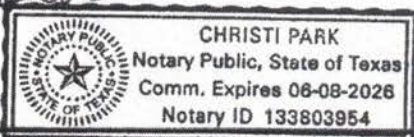
6 UNSWORN DECLARATION

My name is Jason Neal, and my date of birth is _____.

My address is _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Madison County, State of Texas, on the 24 day of January, 2023.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



WALKER COUNTY PURCHASING OFFICE

Email: purchasing@co.walker.tx.us * Telephone (936) 436-4937 * www.co.walker.tx.us

ADDENDUM #1- 1/17/23

BID# C2360-23-004

Replace Windows, Walker County Annex
January 25, 2023 * Closed 10:00 AM

QUESTIONS:

Below you will find questions that have been asked and answered. These are presented for clarification and information only.

Q: Will Walker County allow work hours outside of 8:00 AM – 5:00 PM, Weekends, Holidays?

A: Yes.

CLARIFICATIONS:

1. The building has drop ceilings
2. Reinstall all window flashing
3. Walker County Maintenance will move furniture back from windows to allow vendor workspace
4. Walker County will remove inside window furnishings prior to start of job (Example: Curtains, Blinds)
5. Two office spaces (approximately 7 windows) have wood paneling to navigate with this project.
6. No engineered drawings are available for this project
7. Each window varies 1/4"-1/2"

NEW INFORMATION

This information WILL BE REQUIRED WITH SUBMISSION.

Estimated time to receive products: 4-6 weeks

Estimated time for installation: 2 weeks

Working hours suggested for project: 8-5



WALKER COUNTY PURCHASING OFFICE

Email: purchasing@co.walker.tx.us *Telephone (936) 436-4937 *WWW.co.walker.tx.us

INVITATION TO BID

Office Flooring Replacements, Walker County Vehicle & Voter Registration
Bid Reference Number: C2360-23-006
Due: January 25, 2023 at 10:00AM (CT)

The Bidder's signature is required for acceptance of Bid and confirms Bidder has read and understands all requirements concerning this Invitation for Bid. Each Bid must be SEALED and submitted through Bonfire (Link on County Website/Purchasing Department) or the envelope CLEARLY marked and submitted to Purchasing Office:

BID# C2360-23-006

Bid Due: January 25, 2023 at 10:00AM (CT)

Bidders may email requests for clarification to: purchasing@co.walker.tx.us or use Bonfire Chat Portal by January 17, 2023 at 4:00 PM. The subject line must read "BID# C2360-23-006 Office Flooring Replacement, Vehicle & Voter Registration."

Walker County is currently seeking BIDs to Replace Office Flooring at the Walker County Annex. BID documents may be obtained through Bonfire or packets may be picked up at the above address Monday-Friday 9AM-4PM.

A work site visit will be available Friday 13, 2023 at 9:00 A.M.

Bidder Requirements

Bidder must agree to comply with all terms and conditions below. This BID will be awarded via issuance of a purchase order. Bidders are responsible for submitting pricing as a firm, fixed and complete service. There will be no advance or partial payments; there will be no draws against the project; no changes to the scope of work/specification or cost/pricing are anticipated once a purchase order is issued.

Bidder shall have a minimum of five (5) years' experience of same or similar remodel type work. Bidder must be able to provide proof of experience upon request of Walker County. This request shall be answered within 36 hours of notification by the County.

Insurance Requirements

Bidders providing goods, materials and services for the County of Walker shall, during the term of the contract with County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth. Bidder must provide the following insurance certificate with current issuance date, within ten (10) business days of notification by Walker County Purchasing Department (Faxed/E-mailed certificates are acceptable). All insurance and certificate(s) of insurance shall contain the following provisions:

1. The awarded Bidder shall furnish and keep in full force the following insurance during the term of this Contract:
 - a. Commercial General Liability - minimum \$500,000.00
 - b. Commercial Automobile Liability - minimum \$300,000.00 – Combined Single Limit

- c. Workers Compensation – Statutory
2. Name the County, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
3. Waive subrogation against the County.
4. It is the responsibility of the Bidder for coverage not to be cancelled, non-renewed, or materially changed except after 30 days written notice by e-mail/mail/faxed to: Walker County Purchasing Department or e-mail address above.

Payment/Invoicing

An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of item shipped and quantity
5. A County employee must be present and sign to accept delivery ticket
6. Location of materials destination must be included on each delivery ticket

Payment shall not be processed until product has been received and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2nd floor, Auditor's Office. Invoices shall indicate the purchase order number, shall be itemized.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the bidder to notify the auditor's office of this change at payables@co.walker.tx.us.

Contractor Responsibilities

The awarded contractor will be responsible for providing all materials, equipment, tools, and labor in completing the project. The contractor shall maintain adequate protection of all contractor's work from damage and shall protect the County and adjacent property from injury or loss arising from this contract. The contractor shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and contractor's workmen from any dangers inherent with or created by the work in progress. Contractor shall hold the County harmless from any loss arising due to injury or accident to the public or employees, or from theft of materials stored at the job site. Any areas of the building and/or grounds which have become stained or damaged in anyway shall be repaired or replaced by the contractor. The method of repair used must be acceptable to the County.

Minor Informalities

The County reserves the right to waive any minor informalities for the best value of the County.

Specifications:

Remove existing flooring & adhesive
 Remove existing cove base & adhesive
 Remove existing stair nosings
 Remove existing transitions
 Prep subflooring as necessary for new flooring
 Install new flooring & adhesive
 Carpet: 24"24" Squares, 1/12" Gauge, Stain Protection
 Install new 4.5" black cove base & adhesive
 Install new stair nosings
 Install new ADA transitions
 Move furniture before/after/during project (IT equipment and personal belongings not included)
 Pattern, color, style, texture of flooring and components will be chosen from provided samples by the department head

Scope of Work

Vehicle Registration Office (WORK HOURS WILL INCLUDE AFTER 5PM/WEEKEND)

Install 24"24" Squares, 1/12" Gauge, Stain Protection (APPROX 1,300 SQ FT)
 Install stair nosings
 Install 4.5" black cove base & adhesive all areas

Voter Registration Office (WORK HOURS WILL INCLUDE AFTER 5PM/WEEKEND)

Install 24"24" Squares, 1/12" Gauge, Stain Protection (APPROX 825 SQ FT)
 Install 4.5" black cove base & adhesive all areas

All additional expenses & request shall be included and indicated on this solicitation. Example: labor, disposal, shipping, installment payment request etc....

Proposal Price

Vehicle Registration Office \$ 20,530

Voter Vehicle Registration Office \$ 7,360

Product Details

Product to be installed (Include: Brand, Model, Item#)	Mohawk Carpet Tile: Same Product as Treasurer's Suite; Color: TBD
Warranty:	Lifetime limited carpet tile, lifetime limited color fastness to light; 10-year color fastness to atmospheric contaminants, 10-year stain warranty; lifetime static warranty
Installation Available Date:	Materials arrive 2-3 weeks from Notice to Proceed; can be scheduled at the convenience of the office occupants.

All work spaces must be cleaned and in same order as prior to work.

Certification of Bid

The undersigned affirms they are duly authorized to execute the contract, that this BID has not been prepared in collusion with any other Bidder, and that the contents of this BID have not been communicated to any other Bidder prior to the official opening. Please complete attached Form CIQ, HB89 and Form 1295.

Signed By: David Ward Title: Vice President

Typed/Printed Name: David Ward

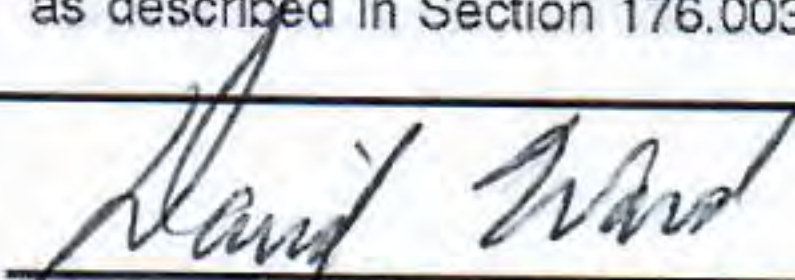
Company Name Ward Furniture & Flooring Date: 1/16/23

Mailing Address: 180 IH 45 S Huntsville TX 77340
Street/P. O. Box City State Zip

Telephone #: 936-295-2514 Cell #: 936-662-7080 Fax #: 936-295-4716

Email: wardfurniture@sbcglobal.net Tax ID Number:

Conflict of Interest Questionnaire – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; padding: 5px;">Ward Furniture & Flooring</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; padding: 5px;">Walker County Texas</div> <div style="text-align: center; padding: 2px;">Name of Officer</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="padding: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> 7  Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: center;"> 1/16/2023 Date </div> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

HOUSE BILL 89 VERIFICATION

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

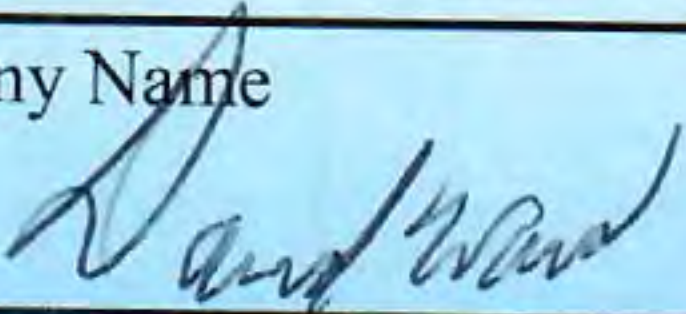
- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract with Walker County

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The law applies to only contracts that are between governmental entity and company with 10 or more full-time employees; and have a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

I, (authorized official) DAVID WARD, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing>

Ward Furniture & Flooring		
Company Name		
	1/18/23	Vice President
Signature of Authorized Official	Date	Title of Authorized Official

Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.

FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;"> Must file online at www.ethics.state.tx.us/File </div>																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-972273

Date Filed:
01/16/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ward Furniture & Flooring
Huntsville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Walker County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C2360-23-006

Provide carpet tile, cove base, and transitions in Voter & Vehicle Registration Offices of Walker County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ward Furniture & Flooring	Huntsville, TX United States	X	

5 Check only if there is NO Interested Party.

☐

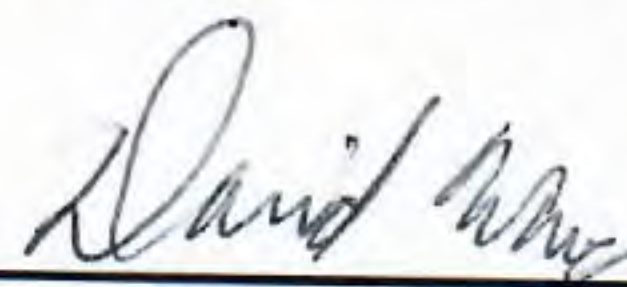
6 UNSWORN DECLARATION

My name is DAVID WARD, and my date of birth is ____.

My address is ____

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WALKER County, State of TEXAS, on the 16th day of JANUARY, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Department of Information Resources

Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

Contents

1	Contract Scope	5
2	No Quantity Guarantees	5
3	Definitions	5
	3.1 Compliance Check	5
	3.2 Contract	5
	3.3 CPA	5
	3.4 Customer	5
	3.5 Business day	6
	3.6 DIR	6
	3.7 Effective Date	6
	3.8 Invoice	6
	3.9 Purchase Order	6
	3.10 State	6
	3.11 Statement of Work (SOW)	6
	3.12 Subcontracting Plan	6
	3.13 Successful Respondent	6
	3.14 Third-Party Provider	7
4	General Provisions	7
	4.1 Entire Agreement	7
	4.2 Modification of Contract Terms and/or Amendments	7
	4.3 Invalid Term or Condition	7
	4.4 Assignment	8
	4.5 Survival	8
	4.6 Choice of Law	8
	4.7 Limitation of Authority	8
	4.8 Proof of Financial Stability	9
	4.9 Data Location	9
	4.10 Independent Contractor	9
5	Intellectual Property Matters	9
	5.1 Intellectual Property Matters Definitions	9
	5.1.1 “Work Product”	9
	5.1.2 “Intellectual Property Rights”	10
	5.1.3 “Third Party IP”	10
	5.1.4 “Successful Respondent IP”	10
	5.2 Ownership	11
	5.3 Further Actions	11
	5.4 Waiver of Moral Rights	12
	5.5 Confidentiality	12
	5.6 Injunctive Relief	12
	5.7 Return of Materials Pertaining to Work Product	12
	5.8 Successful Respondent License to Use	13

5.9	Third-Party Underlying and Derivative Works	13
5.10	Agreement with Third Party Providers.....	13
5.11	License to Customer	13
5.12	Successful Respondent Development Rights	14
6	Terms and Conditions Applicable to State Agency Purchases Only	14
7	Contract Fulfillment and Promotion	15
7.1	Service, Sales and Support of the Contract	15
7.2	Internet Access to Contract and Pricing Information	15
7.3	Accurate and Timely Contract Information	16
7.4	Webpage Compliance Checks	16
7.5	Webpage Changes	16
7.6	Use of Access Data Prohibited.....	17
7.7	Responsibility for Content.....	17
7.8	Services Warranty and Return Policies	17
7.9	DIR and Customer Logos.....	17
7.10	Successful Respondent Logo.....	17
7.11	Trade Show Participation	17
7.12	Orientation Meeting	18
7.13	Performance Review Meetings.....	18
7.14	DIR Cost Avoidance	18
8	Purchase Orders, Invoices, and Payments.....	18
8.1	Purchase Orders.....	18
8.2	Invoices	18
8.3	Payments	19
8.4	Tax-Exempt.....	19
8.5	Travel Expense Reimbursement.....	19
9	Contract Administration.....	19
9.1	Contract Managers	19
9.1.1	DIR Contract Manager.....	19
9.1.2	Successful Respondent Contract Manager	19
9.2	Reporting and Administrative Fees	20
9.2.1	Reporting Responsibility.....	20
9.2.2	Detailed Monthly Report.....	20
9.2.3	Historically Underutilized Businesses Subcontract Reports	20
9.2.4	DIR Administrative Fee	21
9.2.5	Accurate and Timely Submission of Reports.....	21
9.3	Records and Audit	22
9.4	Contract Administration Notification.....	23
10	Successful Respondent Responsibilities	23
10.1	Indemnification	23

10.1.1	Indemnities by Successful Respondent.....	23
10.1.2	Infringements	24
10.2	Property Damage.....	24
10.3	Taxes/Worker's Compensation/Unemployment Insurance.....	24
10.4	Successful Respondent Certifications	25
10.5	Ability to Conduct Business in Texas	27
10.6	Equal Opportunity Compliance.....	28
10.7	Use of Subcontractors	28
10.8	Responsibility for Actions.....	28
10.9	Confidentiality.....	28
10.10	Security of Premises, Equipment, Data and Personnel	29
10.11	Background and/or Criminal History Investigation	29
10.12	Limitation of Liability	29
10.13	Overcharges.....	30
10.14	Prohibited Conduct.....	30
10.15	Required Insurance Coverage	30
10.15.1	Commercial General Liability.....	31
10.15.2	Workers' Compensation Insurance	31
10.15.3	Business Automobile Liability Insurance.....	31
10.16	Use of State Property.....	31
10.17	Immigration	31
10.18	Public Disclosure.....	32
10.19	Product and/or Services Substitutions	32
10.20	Secure Erasure of Hard Disk Managed Services Products and/or Services	32
10.21	Deceptive Trade Practices; Unfair Business Practices	32
10.22	Drug Free Workplace Policy	32
10.23	Public Information.....	33
10.24	Successful Respondent Reporting Requirements	33
10.25	Cybersecurity Training.....	33
11	Contract Enforcement	33
11.1	Enforcement of Contract and Dispute Resolution.....	33
11.2	Termination	34
11.2.1	Termination for Non-Appropriation.....	34
11.2.2	Absolute Right	34
11.2.3	Termination for Convenience.....	34
11.2.4	Termination for Cause.....	35
11.2.5	Immediate Termination or Suspension	35
11.2.6	Customer Rights Under Termination	36
11.2.7	Successful Respondent Rights Under Termination.....	36
11.3	Force Majeure.....	36
12	Non-Solicitation of State Employees	36
13	Warranty.....	36

14	Notification	37
14.1	Notices.....	37
14.2	Handling of Written Complaints	37
15	Captions	37

The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section [3 Definitions](#).

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

- D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 **DIR**

Refers to the Texas Department of Information Resources.

3.7 **Effective Date**

Refers to the effective date of the Contract as set forth therein.

3.8 **Invoice**

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 **Purchase Order**

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 **State**

Refers to the State of Texas.

3.11 **Statement of Work (SOW)**

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 **Subcontracting Plan**

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 **Successful Respondent**

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 **Third-Party Provider**

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 **GENERAL PROVISIONS**

4.1 **Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 **Modification of Contract Terms and/or Amendments**

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 **Invalid Term or Condition**

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

- A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

- (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),
- (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,
- (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,
- (iv) domain names,
- (v) any copies, and similar or derivative works to any of the foregoing,

- (vi) all documentation and materials related to any of the foregoing,
- (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
- (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
 - a. by any Successful Respondent personnel or Customer personnel, or
 - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

- i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;
- ii) any work of authorship, including any copyrights, moral rights or neighboring rights;
- iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;
- iv) domain name registrations; and
- v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

- A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
 - i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
 - ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.
- B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
 - i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.
 - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
 - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
 - iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).
- ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

- i) a list with description of products and/or services awarded;
- ii) Successful Respondent contact information (name, telephone number and email address);
- iii) instructions for obtaining quotes and placing Purchase Orders;
- iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- v) a link to the DIR "Cooperative Contracts" webpage;
- vi) the DIR logo in accordance with the requirements of Section 7.9; and
- vii) any other information that the Contract indicates is required to be included on the webpage.

- B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

- A. the logo may not be modified in any way,
- B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
- C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
- D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

- A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
- B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
- C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later.

Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager (“Contract Manager”) to support the Contract (respectively, the “DIR Contract Manager” and “Successful Respondent Contract Manager”). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager’s duties include but are not limited to:

- A. monitoring compliance and management of the Contract,
- B. advising DIR of Successful Respondent’s performance under the Contract, and
- C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager’s duties shall include but are not limited to:

- A. supporting the marketing and management of the Contract,
- B. facilitating dispute resolution between Successful Respondent and Customers, and
- C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
- B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

- A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum, the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
- B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

- A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.
- B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.
- C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.
- D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.
- B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in [Section 9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.
- D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

- E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 **Contract Administration Notification**

- A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
 - i) Successful Respondent Contract Manager's name and contact information,
 - ii) Successful Respondent sales representative name and contact information, and
 - iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.
- B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 **SUCCESSFUL RESPONDENT RESPONSIBILITIES**

10.1 **Indemnification**

10.1.1 **Indemnities by Successful Respondent**

- A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
 - i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
 - iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 **Infringements**

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 **Property Damage**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
 - i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
 - ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
 - iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
 - v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
 - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
 - vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
 - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
 - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

- x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;
- xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;
- xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;
- xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;
- xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;
- xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

- xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;
 - xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
 - xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual (“Program Manual”). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent’s compliance with TX-RAMP; and
 - xxv) all information provided by Successful Respondent is current, accurate, and complete.
- C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.
- D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

- A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

- B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

- A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.
- B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 **Overcharges**

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 **Prohibited Conduct**

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 **Required Insurance Coverage**

- A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.
- B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- A. Blanket contractual liability coverage for liability assumed under the Contract;
- B. Independent Contractor coverage;
- C. State of Texas, DIR, and Customer listed as an additional insured; and
- D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of \$1,000,000 per accident, \$1,000,000 disease PER EMPLOYEE and \$1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- A. Waiver of subrogation;
- B. Additional insured.

10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 Immigration

- A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and
 - ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
- C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

- A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.
- B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

- C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an “Event of Force Majeure”), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

LETTER OF AGREEMENT

Walker County agrees to present a check in the amount of \$ 20,000.00 to the HEARTS Veterans Museum of Texas (HVMOT), for the purpose of providing community outreach in the form of affordable housing and housing assistance.

HVMOT will be required to submit bi-annual reports to County Judge and Commissioners detailing expenditures and assistance, first report due August 1, 2023.

Both parties agree that the monies received from the Southeast Texas Housing Finance Corporation (SETH) is not an annual payment, and no in-kind services are required or expected of the County.

Approved in Commissioners' Court the _____ day of _____.

Colt Christian, County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugette
Commissioner Precinct 3

Brandon Decker
Commissioner Precinct 4

Attest: Kari A. French
County Clerk

Kenneth Lee
Board President
HEARTS Veterans Museum of Texas

LETTER OF AGREEMENT

Walker County agrees to present a check in the amount of \$ 20,000.00 to the Methodist Retirement Communities – Creekside (MRC Creekside), for the purpose of providing affordable housing / living expenses for those unable to private pay for services during their needed stay at MRC Creekside.

MRC Creekside will be required to submit bi-annual reports to County Judge and Commissioners detailing expenditures and assistance, first report due August 1, 2023.

Both parties agree that the monies received from the Southeast Texas Housing Finance Corporation (SETH) is not an annual payment, and no in-kind services are required or expected of the County.

Approved in Commissioners' Court the _____ day of _____.

Colt Christian, County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugette
Commissioner Precinct 3

Brandon Decker
Commissioner Precinct 4

Attest: Kari A. French
County Clerk

James Logan
Executive Director
Methodist Retirement Communities - Creekside

LETTER OF AGREEMENT

Walker County agrees to present a check in the amount of \$ 10,000 to the Community Organization for Missionary Endeavor, Inc. (C.O.M.E.), for the purpose of providing community outreach in the form of affordable housing and housing assistance.

C.O.M.E. will be required to submit bi-annual reports to County Judge and Commissioners detailing expenditures and assistance, first report due August 1, 2023.

Both parties agree that the monies received from the Southeast Texas Housing Finance Corporation (SETH) is not an annual payment, and no in-kind services are required or expected of the County.

Approved in Commissioners' Court the _____ day of _____.

Colt Christian, County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugette
Commissioner Precinct 3

Brandon Decker
Commissioner Precinct 4

Attest: Kari A. French
County Clerk

Deborah Gilbert
President
Community Organization for Missionary Endeavor, Inc. (C.O.M.E.)

105.77472.79990

13791

INVOICE**Samuel Walker Houston Museum & Cultural Center**1604 10th Street

P.O. Box 6917

Huntsville, TX 77342-6917

(936)-295-2119 Fax (936)-439-6127

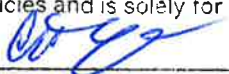
Email: swhsculturalcenter@gmail.com**RECEIVED**

JAN 18 2023

WALKER COUNTY AUDITOR

DATE: January 10, 2023

TO:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Bosworth Roofing, replacing center roof 50% of invoice down payment		\$19,983.00
	Howard Wilson, recovering refrigerant and removal of non-functioning A/C units from main building roof		\$510.00
Dept. Approval and/or Check Request The above has been reviewed and recommendation is made for payment. I certify purchases were made in accordance with law and county adopted policies and is solely for county purposes.			
			
1/23/23			
TOTAL DUE			\$20,493.00

Approval

Date

Make all checks payable to Samuel Walker Houston Museum and Cultural Center.

If you have any questions concerning this invoice, contact Wendell H Baker, Jr at 936-661-5047 or email

swh1906@att.net

105.77472.79990

13791

SAMUEL WALKER HOUSTON MUSEUM & CULTURAL CENTER

1604 10th Street P. O. Box 1600
Huntsville, Texas 77342-1600
Phone: (936) 295-2119 Fax: (936) 439-6127

Remove Non-Functioning A/C Units & Replace Roof
January 10, 2023

NOTE: ALL PRICES HAVE INCREASED ABOVE THE ORIGINAL BUDGETED AMOUNT DUE TO INFLATION THE ECONOMY IS EXPERIENCING. THE TOTAL AMOUNT FOR PROJECTS WILL NOT EXCEED THE ORIGINAL TOTAL GRANT. INSTEAD THE NUMBER OF PROJECTS WILL BE REDUCED TO REMAIN IN THE ORIGINAL BUDGET.

Objective: To replace the roof due to leaks from an approximately 60 year old building.
In the process of replacing the roof it was determined that the old non-functional A/C units on the roof were also causing leaks into the building, this resulted in the removal of the units inside and outside to make the repair successful.

BIDS:	Contractors Plus Roofing & Const. LLC	\$66,000.00
	DK Haney Roofing Inc.	\$66,612.00
	Bosworth Roofing, Inc.	\$39,965.00

SEE INVOICE ATTACHED:

Bosworth Roofing, Inc. was chosen to do the work. Half of the total was paid to start the roofing process.	\$19,983.00
--	-------------

Recovering refrigerant and removing 2 non-functioning A/C units from the roof of main building	\$ 510.00
--	-----------

TOTAL	\$20,493.00
--------------	--------------------



Contractors Plus Roofing & Construction, LLC
 4131 N Central Expy, Ste. 352
 Dallas, TX 75204
 +1 4698098499
 info@contractorsplusroofing.com
 www.contractorsplustx.com

ADDRESS

The Samuel Walker Houston
 Museum & Cultural Center
 1604 Tenth Street
 Huntsville, Texas 77340

Estimate 1192

DATE 09-05-2022

EXPIRATION DATE 10-03-2022

	QTY	RATE	AMOUNT
SOW Proposed Roof Installation: TPO	1	0.00	0.00
Material FIRES TPO 060 10X100 FIRES TPO 045 10X100 WHITE FIRES ULTRAPLY TPO BONDING ADH 5GAL FIRES Q/S TPO FLASH 5.5"X100' WHITE FIRES 4 ALL-PURP FASTENERS 1M FIRES 2-3/8" HD SEAM PLATE 1M FIRES SW-100 CLEAR SPLICE WASH 5GAL RAGS 10# BOX WHITE 6414 FIRES TERMINATION BAR FIRES TPO GENERAL PURP SEALANT 25/C FIRES S-20 WATER-BLOCK SEAL 25/CT FIRES 3 INSUL PLATE METAL 1M FIRES TPO UNIV PIPE BOOT 1-6" WHITE FIRES 6" TPO PENE POCKET KIT WH 6/B FS 1PT POURABLE SEALR WH W563587080 MH 1/2" DENSDECK PRIMED 4X4 FIRES 2.0 ISO 4'X4'	1	58,500.00	58,500.00T
Labor -Roof Removal existing Tar & Gravel -Roof Installation: TPO	1	66,000.00	66,000.00T
Debris Removal Trash Dumping Fee	1	500.00	500.00

November 8, 2022
 Sam Houston Museum and Cultural Center
 1604 10th St.
 Huntsville, TX 77320
 Richard Harris
 713-417-1679
reharris1@aol.com

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: Sam Houston Museum and Cultural Center

60 Mil Duro-Tuff®

1. Remove existing loose gravel and prepare existing roof surface to receive new Duro-Tuff® roof system.
2. Mechanically fasten approximately 7,400 SF of 3/8" Duro-Guard insulation over the roof surface to the structural deck.
3. Mechanically fasten approximately 8,500 SF of 60 mil white Duro-Tuff® roofing membrane according to manufacturer's specifications to receive a 20 year NDL warranty.
4. Install 225 SF of 60 mil Duro-Tuff® flashing membrane at walls. The membrane will be ran over the edge and terminated under new 1 3/4" two pc fascia metal (Mansard Brown).
5. Install custom factory pipe boots, curbs, pitch pans, and flashings on all roof penetrations.
6. Clean up and remove all debris caused by the roof installation.
7. Complete all work to manufacturers specifications.

CUSTOMER INITIALS

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

\$66,612.00

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. Bonds, permits, and fees, if any, are excluded.
3. TERMS: 60% (\$39,967.20) due at contract signing; Balance (\$26,644.80) due upon substantial completion of the installation.

CUSTOMER INITIALS

4. 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.
5. Tax excluded, a tax-exempt certificate must be presented prior to construction.

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

BOSWORTH ROOFING, INC.

45 Sterling Chapel Rd Huntsville Texas 77320
(936) 661-3180

PROPOSAL SUBMITTED TO:

Samuel Walker Houston Museum and Cultural Center

STREET:

1604 10th St

CITY, STATE, AND ZIP:

Huntsville, TX 77320

PHONE:

(936)295-2119

DATE:

08/24/22

JOB NAME:

Flat roof

JOB LOCATION:

Same

- 1) Clean and remove all loose gravel from entire 2 story roof portion and a 24.5' LF by 33' LF of leaking one story portion of roof.
- 2) Scrape and clean remaining rocks from above listed areas to create a smooth and clean roof surface.
- 3) Install one ply of perforated felt inlaid with hot asphalt.
- 4) Install granulated modified bitumen inlaid with hot asphalt.
- 5) Install 65' LF of 1x12 smart fascia at eave of south side of 2 story roof.
- 6) Clean up and haul off all work related debris from job site.
- 7) Includes a 5 year workmanship warranty.

*3 sheets of decking or 6 repairs included.
Extra decking repairs are \$45.00 per repair or \$65.00 per sheet.
Removal of old AC heat units approx \$500.00 each.*

We hereby propose to furnish material and labor-complete in accordance with above specification for the sum of

Thirty nine thousand nine hundred sixty five _____ Dollars \$39,965.00

Payment to be made as follows:

☒ 50% down balance due upon completion

☐ Balance due upon completion

All material is guaranteed to be in accordance with manufactures specifications. All work to be completed in a workmanlike manner according to standards practices. Any alterations or deviations from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Authorized Signature

David Bosworth

Note: This proposal may be withdrawn by us if not accepted within 30 days.

The above prices specifications and conditions are satisfactory and are hear by accepted. We authorize you to do work as specified.

Acceptance of Proposal-Payment will be made as outlined above and Proposal becomes a contract upon Signature. Customer has only 3 days to cancel a signed contract.

Date of Acceptance 12-6-2022

Signature

Richard Harrison

Signature _____

*Estimated Start Date Will be the week of
January 1st, Weather Permitting.*

*Received Y2 down by check #1012 ON 1/09/2023
In the amount of \$19,983.00*

David Bosworth

Front Image

SAMUEL WALKER HOUSTON MUSEUM AND CULTURAL CENTER PO BOX 6917 936-295-2119 HUNTSVILLE, TX 77342-6917		1012 88-400/1131 01
DATE <u>9 Jan 2023</u>		CHECK NUMBER
PAY TO THE ORDER OF <u>Bosworth Roofing Inc.</u>	\$ <u>19,993.00</u>	
<u>Nineteen Thousand Nine Hundred Eighty-Three</u>		DOLLARS
First National Bank OF HUNTSVILLE 100 11th Street • Huntsville, Texas 77340 • 936-295-1201	FOR <u>Roof repair</u>	
MEMBER FDIC		
MICR LINE: ⑈001012⑈ ⑈113104000⑈		⑈700157910⑈
Signature: <u>Richard H. Aguirre</u>		

Back Image

>111301122< 20230110 First Financial Bank, N.A. ABL 001012 Drawer/Transit: 02504/0029 HIN: 841013890000085		ENDORSE HERE <u>Bosworth Roofing, Inc.</u>	
SAMUEL WALKER HOUSTON MUSEUM AND CULTURAL CENTER		CHECK BOX FOR MOBILE/REMOTE DEPOSIT WRITE NAME OF FINANCIAL INSTITUTION ON LINE BELOW	
Depositor's Full Name (Print or type name and address) • Full Name: 2504 29/2023/01/10 14:17:00 PHANE • Address: 2504 29/2023/01/10 14:17:00 PHANE • City: 2504 29/2023/01/10 14:17:00 PHANE • State: 2504 29/2023/01/10 14:17:00 PHANE • Zip: 2504 29/2023/01/10 14:17:00 PHANE • Phone: 2504 29/2023/01/10 14:17:00 PHANE • Email: 2504 29/2023/01/10 14:17:00 PHANE • Mobile: 2504 29/2023/01/10 14:17:00 PHANE • Fax: 2504 29/2023/01/10 14:17:00 PHANE • Other: 2504 29/2023/01/10 14:17:00 PHANE			
Do not sign if: • Any of the above information is not provided or is incorrect • The check is not a valid check or is not cashed • The check is not a valid check or is not cashed • The check is not a valid check or is not cashed			

Bosworth Roofing, INC.

INVOICE

45 Sterling Chapel Rd
Huntsville, Texas, 77320
(936) 661-3180
bosworthroofing@aol.com

DATE [Date]

TO *Samuel Walker Houston Museum + Cultural Center*

FOR *Flat Roof Repair*

Description

Amount

*Received approximately 1/2 down in the amount of \$19,983.00
to perform the repair of flat roof*

\$19,983.00

*Pd-in-full by check #1012
DN 1/09/23*

Total cost labor and materials

Payment is due upon completion.

If you have any questions concerning this invoice, contact David Bosworth/Joseph Land
(936)661-3180 | bosworthroofing@aol.com

THANK YOU FOR YOUR BUSINESS!

SAMUEL WALKER HOUSTON MUSEUM AND CULTURAL CENTER PO BOX 8917 855-295-2119 HUNTSVILLE, TX 77245-8917		1010 12-14-2022
PAY TO THE ORDER OF <u>Howard Wilson</u> <u>Three hundred Ten dollars & $\frac{00}{100}$</u>	\$ 310 $\frac{00}{100}$ DOLLARS	1010 12-14-2022
First National Bank OF HUNTSVILLE 1001 1st Ave S Huntsville, TN 35893-1001	FOR <u>From Compressor Rental</u> #001010# 01131040000	[Signature] #00159980
113104000-20221215 First National Bank Huntsville, TN 35893-1001	113104000-1213 12/18/22	[Signature] Howard Wilson

SAMUEL WALKER HOUSTON MUSEUM AND CULTURAL CENTER
PO BOX 8917 HUNTSVILLE, TX 77288-8917

1011
6-482121
01
ACCT/LAWB

DATE 12-30-2022

PAY TO THE ORDER OF Howard Wilson \$ 200.00
Two Hundred & no/100 DOLLARS

First National Bank
100 JNO Bldg - Huntsville, Tenn 35893-1000

FOR Complete A/c removal

Walter R. [Signature]
000157918

#001011# 12113104000#

115164000-20221230
First of Huntsville
Date of Transfer 00113/0003
BKS-115164000-20221230

<0113104000> 115 85 12/30/22

100% PROX FOR REMOTE DEPOSIT
M-F 9:00 AM - 5:00 PM
S 10:00 AM - 4:00 PM

Howard Wilson

387604

Invoice

SOLD TO <i>Samuel W. Houston Cult. Ctr.</i>		SHIP TO <i>Same</i>	
ADDRESS <i>1604 10th St.</i>		ADDRESS	
CITY, STATE, ZIP <i>Huntsville, Tx. 77340</i>		CITY, STATE, ZIP	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE <i>12/30/22</i>

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Removed ductwork from old package units (2)			200.00
		pd. # 1011			
		pk			
		sh			

087603

Invoice

Invoice		Huntsville, Tx 77340 281-201-7874		087603	
Samuel W. Newton Cult. Co. 1604 10th St. Huntsville, Tx. 77340			SHIP TO Same		
ADDRESS 1604 10th St. Huntsville, Tx. 77340			ADDRESS Same		
CITY, STATE, ZIP Huntsville, Tx. 77340			CITY, STATE, ZIP Huntsville, Tx. 77340		
ORDER NO.		SOLD BY		TERMS	
ORDER NO.		SOLD BY		F.O.B.	
ORDER NO.		SOLD BY		DATE 12/14/22	

RED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Removed 2 package units from roof of main building (non-functional)			310.00
		PG Ch# 1010			

Samuel Walker Houston Museum and Cultural Center

Board “Special Called” Meeting Minutes

11/15/2022

Meeting Called to Order at 1:00 pm by President Wendell Baker

Opening Prayer by Dr Shirley Wallace Tucker

Attendees:

Present: Wendell Baker, Lovie Cunningham, Edwina Edmond, Edgar Franklin, Rev Shirley Tucker Wallace,, Ronnie White, Mack Woodard

Absent: Richard Harrison (Proxy given to Wendell Baker), Winston Spencer (Proxy given to Wendell Baker)

New Business:

- **Approve Engagement Proposal from Dan Puhl**

- o A motion was made by Mack and seconded by Edgar to accept the engagement proposal subject to getting a confidentiality statement from Dan Puhl. Motion unanimously approved. Engagement letter attached.

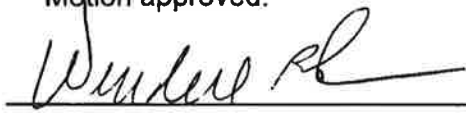
- **Approve Roof Contractor**

- o A motion was made by Shirley and seconded Ronnie to review in detail the bids that have been submitted by each of the roofing contractors. The review would include but not limited to, warranty, what is included in removals of the A/C units, flashings removal and the lowest bid accepted if appropriate. Motion was approved by unanimous vote

- **Board Approval for setting up an Operating Account at First National Bank**

- o A motion was made by Edgar and seconded by Mack to set up a checking account at First National with 3 signers, namely Wendell Baker, Lovie Cunningham and Richard Harrison. Additionally, Edwina Edmond as the acting treasurer should be added with “access only” rights to the new account and all other accounts associated with Samuel Walker Houston Museum and Cultural Center. Motion was approved by unanimous vote.

A motion was made by Ronnie and seconded by Edgar to adjourn the meeting.
Motion approved.

A handwritten signature in cursive script, appearing to read "Wendell Baker", written over a horizontal line.

11/15/22

Wendell Baker, Board President

Lovie Cunningham, Executive Director & Acting Secretary

**WALKER COUNTY AND WALKER COUNTY APPRAISAL DISTRICT INTERLOCAL COOPERATION
AGREEMENT FOR DRIVEWAY REPAIRS**

This Interlocal Cooperation Agreement, entered into on this ____ day of _____ 2023, by and between the Commissioners Court of Walker County (hereinafter, "County"), Texas and the Walker County Appraisal District (hereinafter, "District").

WITNESSETH:

WHEREAS, Texas Government Code, Title 7, Chapter 791, subchapter A, allows local government entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, the County and the District each possesses the power and authority to engage in activities that promote safe travel, and to construct and operate improvements to further those ends; and

WHEREAS, the County and the District agree that repairing the driveway at the District Office has safety benefits; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the District hereby agree as follows:

1. The County of Walker will do the work at cost for the District
2. The work will be done at 1060 Hwy 190 E, Huntsville, TX 77340.
3. The cost will be as follows: (for equipment FEMA 2021 rates are used)
 - a. 24 tons of road base - \$28 / ton = \$672
 - b. 8 Hours – backhoe - \$43.97/hour = \$351.76
 - c. 4 Hours – dump truck - \$78.59/hour = \$314.36
 - d. 2 Hours – Pickup truck - \$16.81/hour = \$33.62
 - e. 8 Hours for 2 employees - \$25/hour = \$400
 - f. Cost not to exceed = \$1,800

Project Area:

1060 Hwy 190E
Huntsville, TX 77340

**WALKER COUNTY AND WALKER COUNTY APPRAISAL DISTRICT INTERLOCAL COOPERATION
AGREEMENT FOR DRIVEWAY REPAIRS**

Colt Christian, County Judge
County Judge

Stacey Poteete, Chief Appraiser,
Walker County Appraisal District

Danny Kuykendall
Commissioner, Pct. 1

Ronnie White
Commissioner, Pct. 2


Bill Daugette
Commissioner, Pct. 3

Brandon Decker
Commissioner, Pct. 4

WALKER COUNTY PLAT APPLICATION

If any section is not applicable to the proposed development project please mark that section "NA"
All references to the Walker County Subdivision Regulations will be abbreviated WCSR in this document.

SECTION A – OWNER / APPLICANT INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Last Name Cougot	A2. Property Owner's First Name Glenn	Application Number: P. 2022-053
A3. Mailing Address [REDACTED]		Date of Submittal: 12-9-22
		Precinct Number: 2
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A4. Primary Telephone Number [REDACTED]	A5. Alternate Phone Number	
A6. Email Address [REDACTED]	A7. Name of Lienholder (If no lienholder mark "None")	
SECTION B – PROFESSIONAL SERVICES Owner shall provide the names of the Professional Engineer, Registered Professional Land Surveyor, and any Authorized Representative for the Plat Application. By including the information of an Authorized Representative on the application the Owner/Applicant agrees that this individual is given authority to sign for, submit, receive, and make any decisions related to the submitted application on behalf of the owner. In the case that the owner wishes to retract this authority, the Owner/Applicant shall submit this retraction in writing to the Planning and Development Office. If no Authorized Representative is named then all communications related to the project will be submitted to the Owner/Applicant. All correspondence, including but not limited to notices, approvals, disapprovals, and conditions are authorized to be sent to any listed Mailing Address or Electronic Mail account.		
B1. Name of Registered Professional Land Surveyor (R.P.L.S.) Carey A. Johnson	B2. Phone Number of R.P.L.S. (936) 756-7491	
B3. Email of R.P.L.S. c.dorow@surveyingtexas.com	B4. Mailing Address of R.P.L.S. 3032 N Frazier St Conroe, Texas 77303	
B5. Name of Professional Engineer	B6. Phone Number of P.E.	
B7. Email of P.E.	B7. Mailing Address of P.E.	
B9. Name of Authorized Representative Colten Dorow	B10. Phone Number of Authorized Representative. (936) 756-7491	
B11. Email of Authorized Representative c.dorow@surveyingtexas.com	B12. Mailing Address of Authorized Representative. 3032 N Frazier St Conroe, Texas 77303	



SECTION C – PARENT TRACT PROPERTY INFORMATION

Information for one tract or tracts of land that are the subject of the plat application

C1. Is the property located within the city limits of Huntsville, New Waverly, or Riverside? (Mark with "X") ☐ Yes ☒ No

*If the answer to C1 is "Yes" then the applicant will need to apply to the City having jurisdiction.

C2. Is the property within two miles of the City of Huntsville? (Mark with "X") ☐ Yes ☒ No

*If the answer to C2 is "Yes" then the applicant will need to submit any plat applications to the City of Huntsville.

C3. Is the property within 1/2 mile of the City of New Waverly? (Mark with "X") ☐ Yes ☒ No

The Abstract, Tract #, and Survey Name are generally included in the property description on the deed, the Geographic Id # can be obtained from the Walker County Appraisal District, the Appraisal District Map or the most recent property tax statement issued for the property. If a property is in a platted subdivision items B10 – B13 must be filled out using information from the property deed, if not in a platted subdivision mark these sections "NA"

C4. Property Acreage 38.00	C5. Appraisal Geographic ID # 18146 & 71513	C6. Survey Name George A. Lamb	C7. Abstract # 326
--------------------------------------	---	--	------------------------------

Section C8 – C11 are for Amending Plat and Replat Applications only.

C8. Subdivision Name	C9. Lot #s	C10. Block #	C11. Section #
----------------------	------------	--------------	----------------

C12. Deed Record Filing Information for Parent Tract (s) (WCDR and WCOPR are the record sets of the County Clerk - Mark the record set with an "X") If more than one tract please indicate multiple deeds.

Volume / Document # 253	Page 605	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)
		<input checked="" type="checkbox"/>	Walker County Official Public Records (WCOPR)
Volume / Document #	Page 605	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)
		<input type="checkbox"/>	Walker County Official Public Records (WCOPR)
Volume / Document #	Page 605	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)
		<input type="checkbox"/>	Walker County Official Public Records (WCOPR)
Volume / Document #	Page 605	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)
		<input type="checkbox"/>	Walker County Official Public Records (WCOPR)

SECTION D – APPLICATION TYPE

Please choose a single application type from the list below and mark with an "X".

- D1. _____ **Plat Application** (This application is required for all plat applications including improvements or including more than 4 lots)
- D2. _____ **Minor Plat Application** (This application is required for minor subdivisions with no proposed infrastructure and 4 or less lots.)
- D3. **X** **Re-Plat / Amending Plat Application** (This application is required to alter or amend a previously platted subdivision)
- D4. _____ **Exception Application** (This application is required in order to obtain approval for subdivisions excepted from the WCSR.)

SECTION E - REQUEST FOR A GUIDANCE REVIEW

The request for a guidance review is only allowable if an application is submitted incomplete. The guidance review is voluntary and must be requested by the owner/applicant below and authorized by the County. This review of the submitted documents prior to a complete application is outside the standard review timelines, however the applicant/ owner may proceed to submit a complete application without awaiting the results of this review. If at any time during the Guidance Review process a completed application is submitted then the Guidance Review will cease, and the incomplete results of the review will not be forwarded to the applicant. Any deficiencies or comments released as part of the guidance review are not to be considered as a final review, but are collected to assist the owner and owner's agents in their efforts to comply with the regulations.

E1. The Developer/Owner does hereby voluntarily make a request for a "Guidance Review" of the application if the application is found to be incomplete.	Yes, a review is requested	X	No, a review is not requested
---	----------------------------	----------	-------------------------------

SECTION F – SUBDIVISION APPLICATION DETAILS

(The # of Proposed Lots shall include any Reserve or Remainders Created by the Subdivision)

F1. Original Acreage F2. Original # of Tracts F3. # of Proposed Lots F4. Proposed Name of Subdivision

SECTION G – ENGINEERING AND PROPOSED IMPROVEMENTS

- G1. Will the proposed subdivision utilize a public water system? ☐ Yes ☒ No
- G2. Will the proposed subdivision utilize individual on-site sewage facilities? ☒ Yes ☐ No
- G3. Will the proposed subdivision include the construction of road, drainage, or other improvements regulated by the WCSR? ☐ Yes ☒ No
- G4. If the answer to G3 is "Yes" then what is the estimated cost of construction of all regulated improvements?
- G5. If the answer to G3 is "Yes" then what is the approximate length of all proposed roads in linear feet?
- G6. Will the proposed subdivision access from or across a Texas Department of Transportation system road? ☐ Yes ☒ No

SECTION H – CERTIFICATIONS AND ACKNOWLEDGEMENTS

I, the below signed individual, am the legal owner or legal representative of the owner of the property described in this application, and do hereby certify that the information contained in this application is a true and correct under penalty of law. The below signature further represents my understanding, agreement, and acceptance of the following items:

1. Authorization is hereby given to Walker County and its representatives to enter onto the private property described in the application for the purpose of inspection and regulation related to this application and the applicable regulations.
2. I have read and understand the requirements of the Walker County Subdivision Regulations, and understand it is my responsibility to comply with all the requirements therein.
3. The completion and acceptance of this application by Walker County in no way shall be construed as a guarantee that the proposed construction will be approved for installation. This application may be rejected as incomplete for 10 business days after the original submittal of the application at any point without any refund of the application fee. This includes that no refund shall be given for applications submitted incomplete or applications withdrawn. The applicant also recognizes that additional resubmittals, applications, or responses after the initial application may result in a fee increase to the original application fee, and that any increase in the fee must be paid when the additional submittal is submitted.
4. The completion and acceptance of this application is not an authorization to perform any activity. A final approval of the application and approval of the plat for filing must be made in writing prior to any subdivision of property or filing of any plat. I understand that any approvals made related to this application are made subject to the minimum requirements of the Walker County Subdivision Regulations.
5. If no direct variance is granted to the Walker County Subdivision Regulations or other State or Federal requirements then no approval under this application shall be construed to provide a waiver to compliance with those regulations and the Owner/Applicant is still fully responsible for compliance with said regulations.
6. The fee for the subdivision applications may be calculated based on variable factors including cost of construction, number of lots, length of road centerline, and the quantity of revisions, replacement applications, and responses. The initial calculated fee charged at the original submittal may increase during the application timeline if any of these variables change or are calculated in error. Any increase in the fee must be paid as part of any submittal of a revision, replacement, or response to an application.
7. I hereby release, indemnify, and hold harmless Walker County and its employees and agents for any and all claims, costs, or liabilities, expressly including alleged negligence, or for any damages to property or persons arising from the inspection, construction, development, design, or review related to this application or occurring under any permit issued in relation to this application. I understand that I and my agents are completely and wholly responsible for the design and construction of all necessary improvements to local, State, and Federal Standards.
8. I certify that all necessary permits from those Federal, State, or local government agencies (including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 (Corps of Engineers), Texas Commission on Environmental Quality, Texas Historical Commission, United States Fish and Wildlife (Endangered Species), Texas Water Development Board, TXDOT, and City Approvals, etc.) have been obtained.

Signature Glenn D. CougotDate 12-9-2022Printed Name Glenn CougotTHE STATE OF TEXAS § COUNTY OF MONROVIA §Before me Laura McSwain a notary public on this day personallyappeared Glenn Cougot, known to me (or proved to me) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for purposes and consideration there in expressed.Given under my hand and seal of office this 9 Day of DECEMBER 2022

THE STATE OF TEXAS

COUNTY OF WALKER

I, GLENN COUGOT sole Owner of the certain tract of land shown hereon and described in a deed recorded in Volume 253, Page 605 of the Walker County Official Public Records, **[and do hereby state that there are no lien holders of the certain tract of land]*, and do hereby *(subdivide, re-subdivide, amend, etc.)* said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as REPLAT OF LOTS 1 AND 3 OF GLENN DALE COUGOT 44.0 ACRE TRACT.

TO CERTIFY WHICH, WITNESS by my hand this 6th, day of January, 2023.

Glenn D. Cougot
GLENN COUGOT
OWNER
98A AND 98B DIDLAKE RD
HUNTSVILLE, TX 77340

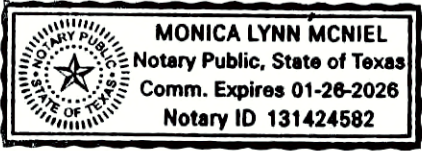
STATE OF TEXAS
COUNTY OF WALKER

BEFORE ME, the undersigned authority, on this day personally appeared GLENN COUGOT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of January, 2023.

Notary Public, County of Montgomery, State of Texas.

Notary Signature: Monica McNeil



STATE OF TEXAS §
COUNTY OF WALKER §

This is to certify that the Commissioner Court of Walker County, Texas has on this ____ day of _____, 2023, approved this.

COLT CHRISTIAN, County Judge

DANNY KUYKENDALL., Comm. Prec. 1

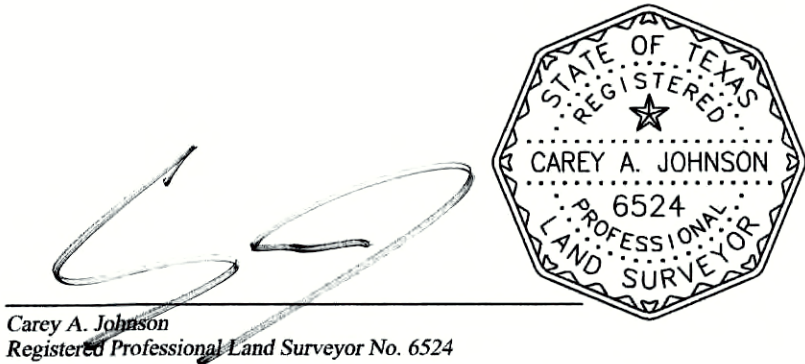
RONNIE WHITE, Comm. Prec. 2

BILL DAUGETTE, Comm. Prec. 3

BRANDON DECKER, Comm. Prec. 4

SURVEYOR'S ACKNOWLEDGEMENT

I, Carey A. Johnson, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that the elevation benchmark reflected on the face of the plat was established as required by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided of reference have been marked with iron rods which have a diameter of not less than five-eighths of an inch (5/8") and a length of not less than three feet (3') unless otherwise noted; and that the plat boundary corners have been tied to the nearest survey corner.



Surveyor's Notes:

- No portion of this property appears to lie within the 100 year floodplain per FEMA Firm Panel No. 48471C0350D, both having an effective date of 8/16/2011.
- All coordinates, bearings and distances are referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone (2002 Adjustment)(FIPS 4203), and are based on GPS observations made by Texas Professional Surveying, LLC.
- Vertical measurements were made via GPS observations utilizing ALLTERRA Central's Virtual Reference Station (VRS) network using Geoid18.
- All measurements are grid values. Surface values may be obtained by multiplying by a combined scale factor of 1.000112291.
- Elevations shown hereon are referenced to the North American Vertical Datum of 1988 (NAVD 88) and based on the published value of NGS Benchmark PID BL1164, Designation L1149, Published Elevation 166.9'.

General Notes:

- DRAINAGE ACCEPTANCE NOTE - All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- DEVELOPMENT NOTES - No structure or land within this plat shall hereafter be developed without first obtaining a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excepted from the Walker County Floodplain Development Regulations. The minimum lowest finished floor elevation shall be in minimum compliance with the local, State, or Federal regulations whichever elevation is higher.
- MAILBOXES - Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- NOTE FOR MINOR SUBDIVISION PLAT - All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns. If any portion of the original parent tract being subdivided as a Minor Subdivision is further subdivided so that the total number of daughter tracts created from the original parent tract exceeds 4, then all new lots created must be addressed by the re-plat application's engineering plans, including detention for all new lots created by the replat.

THE STATE OF TEXAS

COUNTY OF WALKER

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

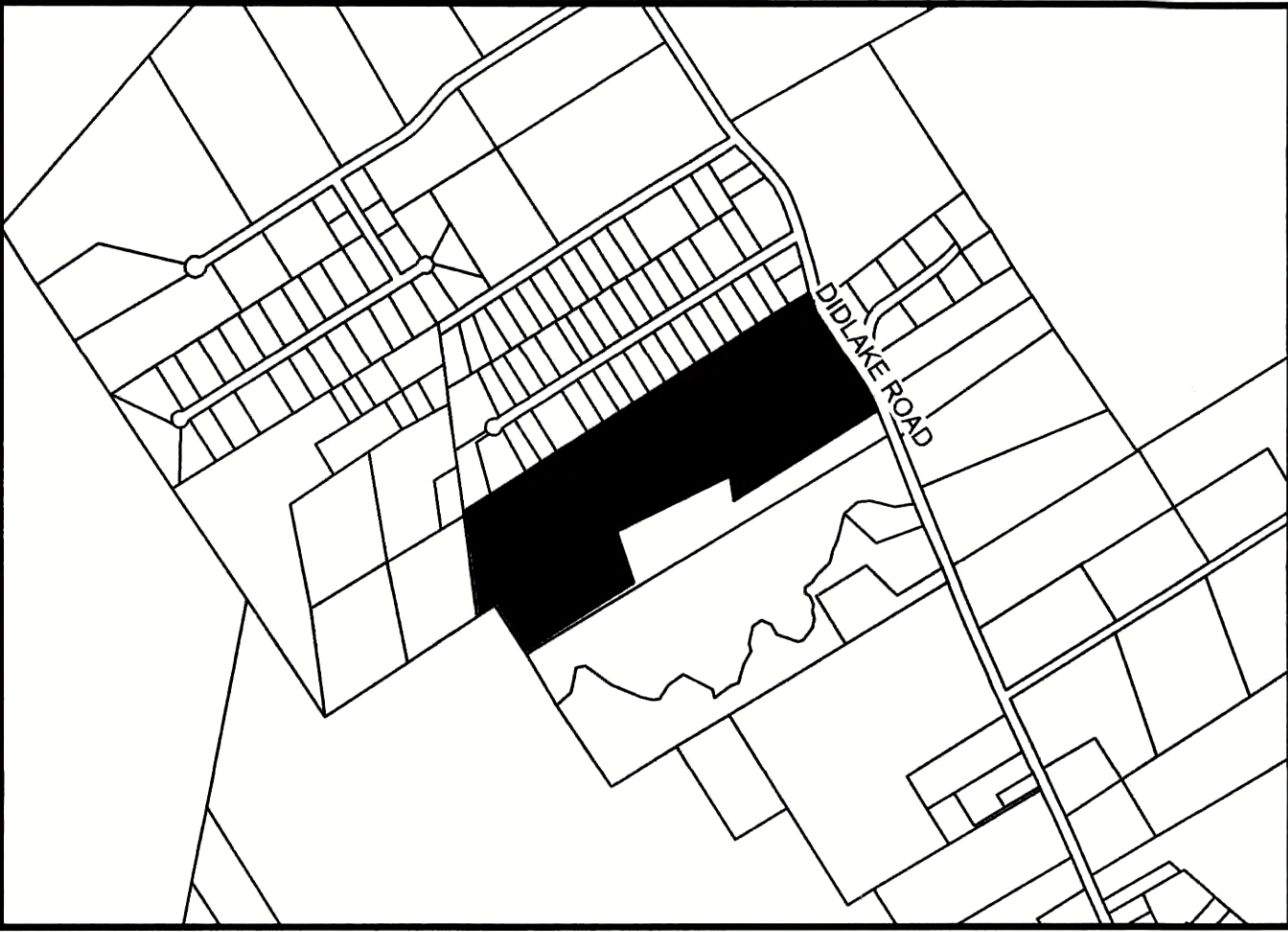
STATE OF TEXAS

COUNTY OF WALKER

I, Kari A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 2023 A.D., at ____ o'clock, and duly recorded this the day of _____, 20 ____ A.D., at ____ o'clock, __M., in the Plat Records of said County in Volume _____, Page _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Huntsville, Texas, the date last shown above written.

Kari A. French, Clerk County
Court of Walker County, Texas
By: _____, Deputy



VICINITY MAP
SCALE 1" = 1000'

ON-SITE SEWAGE FACILITY REVIEW

Based upon a review of the plat and plans as represented by the said engineer or surveyor, I, the below signed design/review professional, being qualified to make said determination under Texas law, find that this plat complies with the requirements of the Walker County On-Site Sewage Facility Regulations, and Title 30 of the Texas Administrative Code, Chapter 285, including but not limited to the suitability of the proposed lots to accommodate on-site sewage facilities within the proposed development considering all of the requirements of Title 30, 285 TAC and any applicable local orders. I also agree that Walker County its agents and assigns bear no responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Jay Churchwell
JAY CHURCHWELL, REGISTERED SANITARIAN, LIC. 2721



OWNER'S RESPONSIBILITIES

It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, stormwater management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.

REPLAT OF LOTS 1 AND 3 OF THE GLENN DALE COUGOT 44.0 ACRE TRACT SUBDIVISION

BEING A SUBDIVISION OF 38.00 ACRES SITUATED IN THE GEORGE A. LAMB SURVEY, ABSTRACT NO. 326, WALKER COUNTY, TEXAS.

3 LOTS 1 BLOCK
JANUARY 2023

OWNER
GLENN COUGOT
98A DIDLAKE RD
HUNTSVILLE, TEXAS 77340

SURVEYOR
TEXAS PROFESSIONAL SURVEYING, LLC
FIRM REGISTRATION No. 100834-00
3032 NORTH FRAZIER
CONROE, TEXAS 77303

BOUNDARY LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S15° 09' 58.48"E	109.16'
L2	S23° 51' 34.20"E	83.16'
L3	N08° 47' 41.90"W	136.75'
L4	S57° 20' 48.40"W	109.45'

0.395 ACRE OUT OF
COUGOT 44 ACRE TRACT
PREVIOUSLY DEDICATED
FOR ROAD PURPOSES
(AFFIDAVIT MINOR PLAT RECORDED
IN INSTRUMENT NO. 70857
7-30-2021

HILARY SHAWNA YORK
CALLED 1.48 ACRES
INSTRUMENT NO. 202279899
O.R.W.C.T.

CURTIS ROSS AND
JOENELL ROSS
CALLED 5.36 ACRES
VOL. 220, PG. 775
O.R.W.C.T.

HILARY SHAWNA YORK
CALLED 6.3 ACRES
INSTRUMENT NO. 202279899
O.R.W.C.T.

HILARY SHAWNA YORK
CALLED 8.36 ACRES
INSTRUMENT NO. 202279899
O.R.W.C.T.

KEITH B. STRAWDER, SR.
CALLED 6.36 ACRES
INSTRUMENT NO. 202063645
O.R.W.C.T.

DON GRIFFIN REAL ESTATE, INC.
CALLED 467.85 ACRES
INSTRUMENT NO. 201514194
O.R.W.C.T.

GLENN DALE COUGOT
CALLED 25.06 ACRES
VOL. 1289, PG. 321
O.R.W.C.T.

DIDLAKE ESTATE
VOL. 2, PG. 22
P.R.W.C.T.

LOT 2
GLENN DALE COUGOT 44.0
ACRE TRACT
INSTRUMENT NO. 70857
O.R.W.C.T.

LOT 3 A
30.98 ACRES

LOT 1 A
7.00 ACRES



LEGEND

●	Set Iron Rod w/Cap "TPS 100834-00"
○	Found Survey Monument (described)
◆	3-inch Brass Disk in 6-inch Concrete Monument
I.R.	Iron Rod
C.I.R.	Capped Iron Rod
Conc. Mon.	Concrete Monument
V./P.	Volume/Page
Cab./Sht.	Cabinet/Sheet
O.R.W.C.T.	Official Records of Walker County, Texas
O.P.R.W.C.T.	Official Public Records of Walker County, Texas
D.R.W.C.T.	Deed Records of Walker County, Texas
C.F. No.	Clerk's File Number
R.O.W.	Right-of-Way
B.L.	Building Line
U.E.	Utility Easement
D.E.	Drainage Easement
---	Approximate Survey Line
- - - - -	Approximate 100-year Floodplain
- . - . -	Easement
---	Building Line

REPLAT OF LOTS 1 AND
3 OF THE GLENN DALE
COUGOT 44.0 ACRE
TRACT SUBDIVISION

BEING A SUBDIVISION OF 38.00 ACRES SITUATED IN THE GEORGE A.
LAMB SURVEY, ABSTRACT NO. 326, WALKER COUNTY, TEXAS.

3 LOTS 1 BLOCK
JANUARY 2023

OWNER
GLENN COUGOT
98A DIDLAKE RD
HUNTSVILLE, TEXAS 77340

SURVEYOR
TEXAS PROFESSIONAL SURVEYING, LLC
FIRM REGISTRATION No. 100834-00
3032 NORTH FRAZIER
CONROE, TEXAS 77303

January 9, 2023

To Whom It May Concern,

This is a written request to utilize Texas Local Government Code, Section 232.010 to allow for the sale of portion(s) of Lots 39 and 40 of the Oak Creek Subdivision by metes and bounds description, as described in Deed dated June 17, 2013 as follows:

Being 13.00 acres of land, situated in the Azra Webb Survey, A-608, Walker County, Texas, and being part of a called 10.04 acre tract and a 8.35 acre tract described as "Tract One" and "Tract Three" respectively, in a Deed from the Estate of Ruby J. Morelock to Sandra Jane Bracken, dated April 1, 2010, recorded in Volume 934, Page 539, Official Public Records of Walker County, Texas, and part of a called 10.00 acre tract described in a Deed from Cynthia Ann Sorrento-Deville to Randy John Deville dated July 31, 2010, recorded in Volume 948, Page 640, Official Public Records of Walker County, Texas.

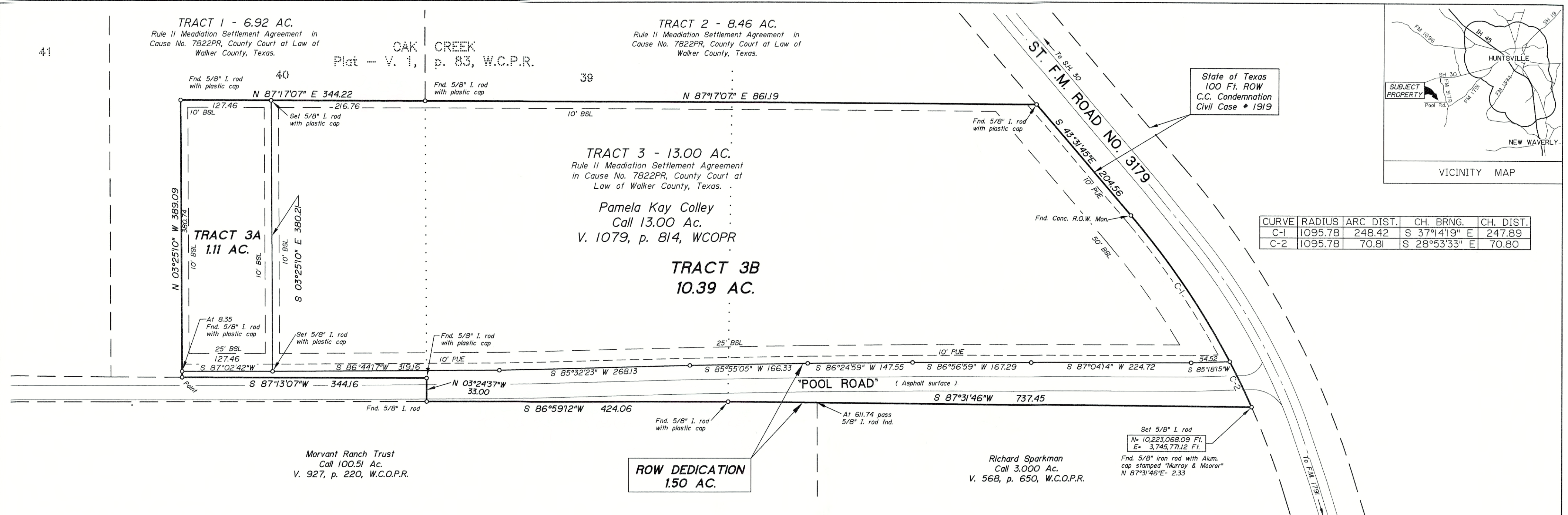
And being further described as Tract 1 (6.92 acres), Tract 2 (8.46 acres) and Tract 3 (13.00) acres in a Rule 11 Mediation Settlement Agreement in Cause No. 7822PR, Walker County Court at Law as shown on the attached Exhibit "A".

Sincerely,

Travis Colley

P.O.A. for Pamela Kay Colley





OWNER'S ACKNOWLEDGEMENT AND DEDICATION
STATE OF TEXAS §
COUNTY OF WALKER §

I, Pamela Kay Colley sole owner of the certain tract of land shown hereon and described in a deed recorded in Vol. 1079, p. 814 of the Official Public Records of Walker County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby (subdivide, re-subdivide, amend, etc.) said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as Pamela Kay Colley 13.00 Acre Tract.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

Pamela Kay Colley

NOTARY PUBLIC ACKNOWLEDGEMENT
STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me
Dated this _____ day of _____, 20____.
by Pamela Kay Colley.

Notary Public for State of Texas

APPROVAL OF COMMISSIONERS COURT
STATE OF TEXAS §
COUNTY OF WALKER §

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

DATED this _____ day of _____, 20____.

~~Danny Pierce~~ **Colt Christian**
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugette
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

~~Jimmy D. Henry~~ **Brandon Decker**
Commissioner, Precinct 4

CERTIFICATION BY THE COUNTY CLERK
STATE OF TEXAS §
COUNTY OF WALKER §

I, Karl A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office

on the _____ day of _____, 20____.

at _____ o'clock, _____ M., and duly recorded this

on the _____ day of _____, 20____.

at _____ o'clock, _____ M., in the Plat Records of said County in

Volume _____, page _____

Karl A. French, Clerk County
Court of Walker County, Texas

By: _____, Deputy

NOTES:

- The purpose of this plat is to create Tracts 3A and 3B shown hereon out of Tract 3 of Plat prepared for Rule II Mediation Settlement Agreement between "Plaintiff" Pamela Kay Colley, "Defendant" Sandy Jane Bracken and "Intervenor" Cynthia Ann Sorrento-Deville in Cause No. 7822PR, County Court at Law of Walker County, Texas.
- This property is within Zone X, "areas determined to be outside the 0.2% annual chance floodplain", according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0350D and Map No. 48471C0350D dated August 16, 2011.
- Unless otherwise noted "plastic caps" referenced hereon are 1-3/4" diameter, yellow in color and stamped "H.E. McAdams, R.P.L.S. No. 2005".
- Unless otherwise noted corners along north line 1.50 AC. ROW DEDICATION for Pool Road are not monumented, points only.
- Coordinates, bearings and distances shown hereon are Grid NAD 83 (1993), Texas Central Zone referenced to the City of Huntsville Mapping Control Network and are based on the position of Control Point 6007 having published coordinates of N= 10,220,228.956 Ft., E= 3,746,956.978 Ft. and G.P.S. observations. Distances may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.99988.
- This survey was completed without an Abstract of Title. There may be easements and other matters not shown.
- All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
- All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, storm-water management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.

CERTIFICATION BY THE SURVEYOR

I, Harold E. McAdams, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

H. E. McAdams

Harold E. McAdams
Registered Professional Land Surveyor No. 2005



MINOR PLAT OF

PAMELA KAY COLLEY
13.00 AC. TRACT

AZARA WEBB SURVEY, A-608
WALKER COUNTY, TEXAS

MAY 2022

SCALE: 1" = 100 FEET

H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPELS Firm No. 10194425

VARIANCE REQUEST TO THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

SECTION A – PROPERTY INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Name <div style="font-size: 1.2em; font-family: cursive;">Pamela Kay Colley</div>		Application Number: <div style="font-size: 1.2em; font-family: cursive;">2022-034</div>
A2. Property Owner's Street Address <div style="background-color: black; height: 20px; width: 100%;"></div>		Date of Submittal:
City <div style="background-color: black; height: 20px; width: 100%;"></div>	State <div style="background-color: black; height: 20px; width: 100%;"></div>	ZIP Code <div style="background-color: black; height: 20px; width: 100%;"></div>
A3. Property Owner's Email Address	A4. Property Owner's Telephone Number <div style="background-color: black; height: 20px; width: 100%;"></div>	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) <div style="font-size: 1.2em; font-family: cursive;">Tr. 9.5 A. Webb (A-608) Acres 13.00</div>		
SECTION B – INFORMATION FOR PROPOSED SUBDIVISION TRACT		
(For projects involving multiple map panels an additional sheet may be listed below or included in an additional attachment)		
B1. Survey and Abstract <div style="font-size: 1.2em; font-family: cursive;">Azara Webb, A-608</div>	B2. Tax ID Number(s) of Parent Tract <div style="font-size: 1.2em; font-family: cursive;">0608-400-0-00950</div>	B3. Deed Volume/Page <div style="font-size: 1.2em; font-family: cursive;">1079/814</div>
B4. Existing or Proposed Name of Subdivision	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No)	
<p>THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.</p>		
SECTION C – LIST OF ATTACHMENTS		
Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
C.1 Prelim. Survey		A
C.2		
C.3		
C.4		

SECTION D - VARIANCE REQUEST

(All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply)

D.1 A Variance is requested to Section(s) B2.2 of the Subdivision Regulations of Walker County, Texas as follows:

proposed 1.11 Ac. lot exceeds 3 to 1
lot depth to width ratio

SECTION E - APPLICANT'S JUSTIFICATION AND PRESENTATION FACTORS EFFECTING VARIANCE

(All variance requests to the Walker County Subdivision Regulations need to be included along with the Section(s) of the Regulation to which they apply)

E.1 Is the variance related to the design or construction of improvements to be constructed within the subdivision?
Yes _____ No X

If "Yes" the request should be accompanied by an engineer's opinion and justification for the variance.

E.2 Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E.2"):

to keep original track as large as
possible

E.3 Will the failure to grant the variance requested result in any exceptional hardship to the applicant?

Yes X No _____

If yes please explain below:

It will cost a considerable amount of funds
to change original agreement with Pamela
Colley

E.4 Does the applicant propose any additional conditions, mitigation, or additional requirements not addressed within the Walker County Subdivision Regulations that will or have been met by the applicant as a condition of the variance being granted?

Yes _____ No X Please list the additional measures below.

SECTION F - VARIANCE(S) GRANTED

F.1 A VARIANCE TO THE WALKER COUNTY SUBDIVISION REGULATIONS IS GRANTED AS FOLLOWS:

F.2 THE FOLLOWING CONDITIONS ARE ATTACHED TO THE VARIANCE:

SECTION G - NOTICE, ACKNOWLEDGEMENT, AND CERTIFICATIONS

NOTICE

ALL DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE CONDITIONS STATED HEREIN AND ANY OTHER CONDITIONS STATED WITHIN THE APPLICATION OR DURING THE PRESENTATION TO COMMISSIONERS COURT. ANY VARIATION MAY RESULT IN THE IMMEDIATE SUSPENSION OR CANCELLATION OF THIS VARIANCE. VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY ALSO RESULT IN THE COMMISSIONERS COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.

WARNING

THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE PUBLIC OR ADJACENT PROPERTIES AND COMPLIES WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE NOT LIABLE FOR DAMAGES OR LOSS RESULTING FROM THE GRANTING OF THIS VARIANCE. THIS VARIANCE IS GRANTED IN RELIANCE UPON THE STATEMENTS AND EVIDENCE SUPPLIED BY THE APPLICANT AND HIS/HER AGENTS IN THE APPLICATION AND PRESENTATION TO COMMISSIONERS COURT.

I, _____, do hereby acknowledge that I have reviewed the provisions, notices, warnings and disclaimers stated above and that I understand them, agree with them and intend to fully comply with them.

Signature of Owner/Applicant

Date

1-9-23

SECTION H - ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reason(s) for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of the variance procedures as outlined in the Walker County Subdivision Regulations to _____ this request for variance.

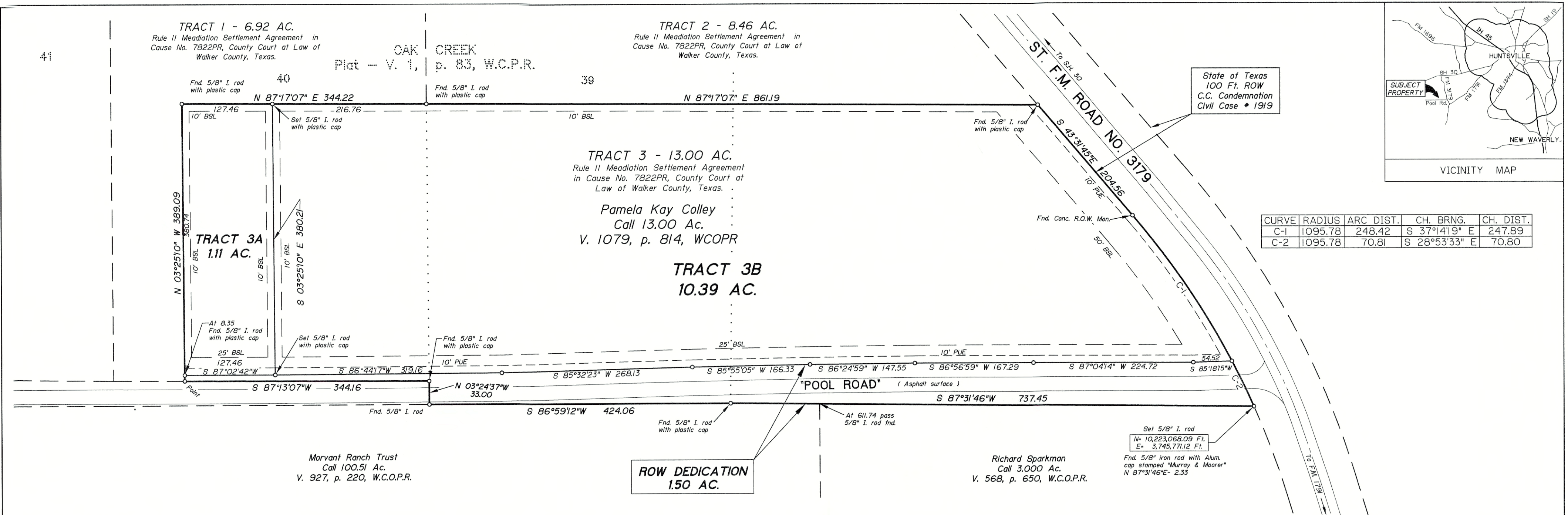
Commissioner's Court Signature

Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

Date



OWNER'S ACKNOWLEDGEMENT AND DEDICATION
STATE OF TEXAS §
COUNTY OF WALKER §

I, Pamela Kay Colley sole owner of the certain tract of land shown hereon and described in a deed recorded in Vol. 1079, p. 814 of the Official Public Records of Walker County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby (subdivide, re-subdivide, amend, etc.) said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as Pamela Kay Colley 13.00 Acre Tract.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

Pamela Kay Colley

NOTARY PUBLIC ACKNOWLEDGEMENT
STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me
Dated this _____ day of _____, 20____
by Pamela Kay Colley.

Notary Public for State of Texas

APPROVAL OF COMMISSIONERS COURT
STATE OF TEXAS §
COUNTY OF WALKER §

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

DATED this _____ day of _____, 20____.

Danny Pierce - Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugette
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Jimmy D. Henry Brandon Decker
Commissioner, Precinct 4

CERTIFICATION BY THE COUNTY CLERK
STATE OF TEXAS §
COUNTY OF WALKER §

I, Kari A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office

on the _____ day of _____, 20____.

at _____ o'clock, _____ M., and duly recorded this

on the _____ day of _____, 20____.

at _____ o'clock, _____ M., in the Plat Records of said County in

Volume _____, page _____.

Kari A. French, Clerk County
Court of Walker County, Texas

By: _____, Deputy

NOTES:

- The purpose of this plat is to create Tracts 3A and 3B shown hereon out of Tract 3 of Plat prepared for Rule II Mediation Settlement Agreement between "Plaintiff" Pamela Kay Colley, "Defendant" Sandy Jane Bracken and "Intervenor" Cynthia Ann Sarrento-Deville in Cause No. 7822PR, County Court at Law of Walker County, Texas.
- This property is within Zone X, "areas determined to be outside the 0.2% annual chance floodplain", according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0350D and Map No. 48471C0350D dated August 16, 2011.
- Unless otherwise noted "plastic caps" referenced hereon are 1-3/4" diameter, yellow in color and stamped "H.E. McAdams, R.P.L.S. No. 2005".
- Unless otherwise noted corners along north line 1.50 AC. ROW DEDICATION for Pool Road are not monumented, points only.
- Coordinates, bearings and distances shown hereon are Grid NAD 83 (1993), Texas Central Zone referenced to the City of Huntsville Mapping Control Network and are based on the position of Control Point 6007 having published coordinates of N= 10,220,228.956 Ft., E= 3,746,956.978 Ft. and G.P.S. observations. Distances may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.99988.
- This survey was completed without an Abstract of Title. There may be easements and other matters not shown.
- All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
- All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, storm-water management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.

CERTIFICATION BY THE SURVEYOR

I, Harold E. McAdams, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

Harold E. McAdams
Registered Professional Land Surveyor No. 2005



MINOR PLAT OF

PAMELA KAY COLLEY
13.00 AC. TRACT

AZARA WEBB SURVEY, A-608
WALKER COUNTY, TEXAS

MAY 2022

SCALE: 1" = 100 FEET

H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPELS Firm No. 10194425

[REDACTED] Lonestar Rd
Huntsville, Texas 77340

January 11, 2023

To: Walker County Environmental Department
Walker County Commissioners Court

I am writing this to inform you of our current conditions regarding the home we are building at Texas Grand Ranch and why we are having the difficulties with getting the septic system installed. I would like to start with saying the owners and workers for Conroe Septic Service have been nothing but understanding and very helpful in getting this problem resolved and installing the correct septic system for this house, I harbor no ill feeling toward them and only wish them the best they have been great to work with and should be viewed as an outstanding business. My issue is with Martone Custom Homes and how they neglected to stay on schedule and complete this home on time and on budget. The budget for the septic system was in the initial price of the house but the location and layout was never fully discussed and agreed upon. As time progressed in the building process the septic system was eventually talked about and a more detailed picture was seen. Specifically, the spray fields would take up the entire grass area surrounding the house which is a poor design when grandchildren were considered. Martone contacted Conroe Septic Services and came back with a design to move the spray fields to the front and far back of the property. This came with an additional substantial cost of \$13,400.00, received this "Change Order" on July 13, 2021. As time went on Martone dragged out the building process and requested additional funds to cover what they claimed as material increases. This process included receiving bank draws and not paying the contractors the funds they earned and continuing to demand cost increases and blaming this on COVID-19 and material shortages or delivery issues. Right now it looks like Martone stole \$75,000.00 from our bank loan and \$190,000.00 in cash from us, not including tax issues, loan issues, or contractors we can't get a hold of.

On November 16, 2022 we received an e-mail from Martone that they have ceased business operation and to refer all matters to a legal firm located in Dallas. Essentially they walked away with the money and left all of us to deal with the mess they created. Since that notice I have been contacting contractors to pay bills that Martone failed to do and get the house back on track to be completed. We are getting close to be completed and could be done with the vast majority and able to move in around a March time frame but we need a septic system in place to do so. I've written this to show that we are not at fault for the delay in the septic system and I really could use some help and good news if you could please extend our permit to allow Conroe Septic Services to install our septic tank and get it properly functional and inspected.

Thank you for allowing me the time to express my case to get our permit extended to finish our house. By not extending the permit this will cost me more in getting a new permit and paying additional construction loan interest fees to the bank along with wasting additional time to get everything completed. I have attached some items that may clarify our situation.

Respectfully

James B. Rigby
[REDACTED]

Martone TX Business Operations

From: Frank Cotrona <frank@martonecustomhomes.com>
To: James Rigby <jbrigby@ix.netcom.com>, Chris <christina_rigby@yahoo.com>
Subject: Martone TX Business Operations
Date: Nov 16, 2022 3:09 PM
Attachments: [1kvxfNQuad0VaycpvNyhocP6KGGgAE0f.png](#) [trans.png](#) [trans.png](#) [trans.png](#)
[Uo8x3znQBHcwfo75Tr7HnjgrXm3QvmLQ.png](#)

Good Afternoon

Due to severe economic conditions and effective November 15th 2022, Martone Custom Homes LLC of Texas has ceased business operations.

Our legal counsel will be working to resolve all open matters as quickly as possible




Please direct all further communications & questions to the attention of Attorney Zak Presley at:

Marshal, Presley & Pipal
5343 Spring Valley Road | Dallas, Texas 75254
Phone: 214.281.3314
presley@mpplegal.com

Regards



FRANK J. COTRONA, JR.
Martone Custom Homes

 281.652.5866 Ext.105  frank@martonecustomhomes.com  www.martonecustomhomes.com



New Change Order 'Carport Adder & Septic Relocation' added on job 'RIG839'

From: <martonecustomhomes@buildertrend.com>
To: <jbrigby@ix.netcom.com>, <christina_rigby@yahoo.com>
Subject: New Change Order 'Carport Adder & Septic Relocation' added on job 'RIG839'
Date: Jul 13, 2021 6:12 PM

New Change Order

From Martone Custom Homes, LLC

Job: RIG839
Title: Carport Adder & Septic Relocation
Price: \$36,214.00

Description:

Item #1

Car Port off Garage (South Side); Attached w/ accommodating Roof Line, 10' Clearance, Paintable Hardi Ceiling, 6 Recessed Lights (Switched Interior), 6x6 Post wrapped w/ Paintable Hardi Board, Two Stone Base Columns approx 40" Height, Gutters Front & Rear, 2 Coach Lights (matching of Home), 1 Outlet per post \$22,814.00

Item #2

Septic Relocation to Other side of Creek w/ Site Clearing of Spray Field Area \$13,400.00

Notes:

[View Details](#)

** This email has been auto-generated on behalf of Martone Custom Homes, LLC, please do not reply directly to this email **

From: Will Biestek at Martone Custom Homes LLC
martonecustomhomes@buildertrend.com
Subject: New message "RE: Rigby - Confirm receipt of payment" on job
"RIG839"
Date: Oct 1, 2021 at 4:00:20 PM
To: christina_rigby@yahoo.com

RE: Rigby - Confirm receipt of payment

Will Biestek at Martone Custom Homes LLC

To: The Rigby's
CC: Frank Cotrona, ,

Confirmed!

Our accounting department marked everything paid and you should be able to see on your end in the "owner invoice" section.

You'll see the original invoice if \$24k as paid, as well as a second for \$62k also shown as paid. These two total the amount and cover everything listed.

Thank you again.

Have a great weekend!

WILL BIESTEK
Martone Custom Homes

281.652.5866 ext. #102

will@martonecustomhomes.com

www.martonecustomhomes.com

From: The Rigby's
Sent: Oct 1, 2021, 4:06 PM
To: Will Biestek (

Cc:

Frank Cotrona (

Subject: Rigby - Confirm receipt of payment

Will

Please confirm the payment of \$86,812.04 for requested items. I sent e-mail with photos of front and back of check to the accounting e-mail, both you and Frank were copied.

Payment was for the following:

Carport and Septic system - \$36,214.00

CO-003 - \$6,796.00

Cabinets - \$21,405.70

Tile - \$16,691.00

Stairs - \$5,197.34

Mirrors bath 2 & 3 - \$508.00

Regards,

Jim

Reply All



Wiesner Automotive

Repair Estimate

01/10/2023

1:22 PM

Estimate#: **APPT124332** Estimate Date: Odometer:
Vehicle: **Silverado Limited 1500 2019/20** License#:
Estimate Comments:
Customer#: **130523 WALKER COUNTY** Advisor#: **8023 Lisa Ortiz**
Address: **340 STATE HIGHWAY 75 N # A**
HUNTSVILLE, TX 773203176 (H) **(936) 662-6809**
(B) (Ext)

CUSTOMER QUOTE

Operation: **K7000 Automatic Trans, r&r 4.3L 4x4 2019 Single-Speed Transfer Case**

NOTES: Regular Production Option Code NP0 - Transfer Case Single Speed
Electronic AutoTrac

LABOR HOURS: 10.50

Qty	Part Number	Part Description	Part Price	Ext Price
1	GM19431546	REMAN TRANSMISSION	3,659.62	3,659.62
1	GM15077362	SEAL	21.38	21.38
1	GM15035747	SEAL	23.76	23.76
2	GM24237658	SEAL	6.44	12.88
1	GM86816628	GASKET	11.66	11.66
1	GM84124171	CLAMP	4.53	4.53
15	GMX88862155	FLUID	8.60	129.00

Misc Code	Misc Description	Ext Price
2	Miscellaneous/Hazardous Fee	20.00

LABOR \$: 1,731.98
PARTS \$: 3,862.83
GOG \$: 0.00
MISC \$: 20.00
TAX \$: 0.00
SUBTOTAL \$: 5,614.81



Wiesner Automotive

Repair Estimate

01/10/2023

1:22 PM

Estimate#: **APPT124332**

Estimate Date:

Odometer:

Vehicle: **Silverado Limited 1500 2019/20**

License#:

Estimate Comments:

Customer#: **130523 WALKER COUNTY**

Advisor#: **8023 Lisa Ortiz**

Address: **340 STATE HIGHWAY 75 N # A**

(H) **(936) 662-6809**

HUNTSVILLE, TX 773203176

(B)

(Ext)

CUSTOMER QUOTE

TOTAL LABOR \$:	1,731.98
TOTAL PART \$:	3,862.83
TOTAL GOG \$:	0.00
TOTAL MISC \$:	20.00
TOTAL TAX \$:	0.00
ESTIMATE TOTAL \$:	5,614.81

Customer Signature

Walker County Transmission
1704 Highway 30 East
Huntsville, TX 77320

Estimate

Name/Address
Walker County Planning & Development
936-436-4939

Date	Estimate No.	Project
01/03/23	67	

Item	Description	Quantity	Cost	Total
Transmission	Reman -Wiesner	1	4,221.30	4,221.30
Labor	Labor	7.1	85.00	603.50
Flashed	Flashed		200.00	200.00
Parts	Trans. Cooler		274.30	274.30
Labor	Labor 1 HR.	1	85.00	85.00
WARRANTY	Warranty 3Years 100000 Miles			0.00
2019 Chevy Silverado 4WD Vin			Total	\$5,384.10

Walker County Transmission
 1704 Highway 30 East
 Huntsville, TX 77320

Estimate

Name/Address
Walker County Planning & Development
936-436-4939

Date	Estimate No.	Project
01/03/23	66	

Item	Description	Quantity	Cost	Total
REBUILD TRANSMISSION	12 Month or 24000 Miles WARRANTY	1	3,650.00	3,650.00
	Banner Kit			
	Billit Converter			
	Pump			
	Pump Body			
	Fluid			
Parts	Trans. Cooler	1	274.30	274.30
Labor	Labor 1HR.	1	85.00	85.00
2019 Chevy Silverado 4WD Vin			Total	\$4,009.30

Dealer Solutions Automotive

1248 State Hwy 75 N
Huntsville, TX 77320
936-438-4060

Estimate #22471

Page:1

Walker County

Phone: (936) 435-8096

Fold Here

Vehicle : 2019 Chevrolet Silverado 1500 1/2 Ton 5.3 L 325 CID V8

VIN : Tag/State : /TX

Fleet #/Driver:

Created : 12/28/2022 9:00:41 AM CST

Promised : 12/28/2022 10:00:41 AM

Labor/Notes

Qty	Technician	Reference	Description	Unit Price	Price
9.8		Guide	TRANSMISSION ASSEMBLY Remove & Replace	\$95.00	\$931.00
Includes: Transmission Programming and Calibration of Learned Parameters.					
Includes: R&I Fender Liners.					
Includes: R&I Front Propeller Shaft.					
Includes: R&I Rear Propeller Shaft.					
Includes: R&I Transmission Support.					
Includes: R&I Catalytic Converter.					
Includes: R&I Starter Assembly.					
Includes: R&I Transfer Case Assembly.					
Includes: Check and adjust Transmission Fluid level with fluid temperature within parameters. Includes: Flush Cooling Lines.					
Includes: Adjust and road test.					
2.2		Guide	TRANSMISSION OIL COOLER Remove & Replace	\$95.00	\$209.00
Includes: Check and adjust Transmission Fluid level with fluid temperature within parameters.					
Includes: R&I Grille Assembly.					
1.6		Guide	AIR CONDITIONING SYSTEM Complete Charge	\$95.00	\$152.00
Includes: Perform Safety Pressurized Pre-Charge Leak Test. Includes: Air Conditioning system recover, evacuate and recharge.					

Qty	Code	Reference	Description	Condition	Unit Price	Price
1	OEM	19431548	Transmission Assembly		\$3,795.00	\$3,795.00
1	OEM	87823303	Transmission Cooler		\$200.27	\$200.27

Labor	\$1,292.00
Parts	\$3,995.27
Shop Supplies	\$30.00

Estimate	\$5,317.27
PAYMENT	\$0.00
BALANCE DUE	\$5,317.27

3yr 100,000 warranty

Estimates are valid for 30 days

Dealer Solutions Automotive

1248 State Hwy 75 N
Huntsville, TX 77320
936-438-4060

Estimate #22471

Page:2

Walker County

Vehicle: 2019 Chevrolet Silverado 1500 1/2 Ton 5.3 L

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$5.00 PER DAY STORAGE FEE. Repairs are warranted as described in the Napa Auto Care Warranty or otherwise specified by the part manufacturer.

Customer Signature _____

Job Ticket #22471

Walker County

Phone : (936) 435-8096

Vehicle : 2019 Chevrolet Silverado 1500 1/2 Ton 5.3 L 325
 VIN :
 Fleet # :
 Scheduled : 12/28/2022 9:00:41 AM
 Promised : 12/28/2022 10:00:41 AM
 Srv Writer :

Tag/State : /TX
 Color :
 Last Mileage :
 Odometer In :
 Odometer Out :
 KeyTag :

Repair Note:

Labor

Code	Technician	Description	Est. Time	Start	Finish	Hours
Guide		TRANSMISSION ASSEMBLY Remove & Replace	9.80			
		Includes: Transmission Programming and Calibration of Learned Parameters. Includes: R&I Fender Liners. Includes: R&I Front Propeller Shaft. Includes: R&I Rear Propeller Shaft. Includes: R&I Transmission Support. Includes: R&I Catalytic Converter. Includes: R&I Starter Assembly. Includes: R&I Transfer Case Assembly. Includes: Check and adjust Transmission Fluid level with fluid temperature within parameters. Includes: Flush Cooling Lines. Includes: Adjust and road test.				
Guide		TRANSMISSION OIL COOLER Remove & Replace	2.20			
		Includes: Check and adjust Transmission Fluid level with fluid temperature within parameters. Includes: R&I Grille Assembly.				
Guide		AIR CONDITIONING SYSTEM Complete Charge	1.60			
		Includes: Perform Safety Pressurized Pre-Charge Leak Test. Includes: Air Conditioning system recover, evacuate and recharge.				

Parts

Qty	Line	Part Number	Description	Condition	Unit Price	Price
1	OEM	19431548	Transmission Assembly		\$3,795.00	\$3,795.00
1	OEM	87823303	Transmission Cooler		\$200.27	\$200.27



Utility Installation Request

To the Commissioner's Court of Walker County

Date 01/11/2023

Application is hereby made by MidSouth Electric Cooperative

to place Underground Fiber

and/or perform the following described work Fiber within the Right of Way of that Walker County road known as Walker Loop Road at the following approximate coordinates (lat/long) 30°38'00" N 95°40'31" W.

The exact location and extent of the proposed work shall be as shown on the attached specifications and drawings.

We will construct and maintain the line on the road right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of Walker County, the Texas Department of Transportation (TXDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by Walker County, we will submit to Walker County proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request. We will give plans to Walker County for each future proposed modification or expansion to our facility and all Walker County to review and approve submittals prior to commencement of the work.

A new request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the project area as indicated under "Re-vegetation Special Provisions."

Our organization will ensure that traffic control measures complying with applicable portions of the *Texas Manual on Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031. We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that Walker County does not purport, hereby, to grant any right, claim, title or easement in or upon this road; and it is further understood that Walker County may require us to relocate this line and any associated infrastructure, at the total expense of the applicant/utility owner, by giving thirty (30) days written notice prior to the date that the relocation shall be completed. We understand that a new Request will be required for the relocation.

We will notify Walker County prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right of way, so that Walker County may provide specifications for the extent and methods to govern in, but not limited to, trimming, topping, tree balance, type of cuts, painting cuts and clean up.

Our installation shall not damage any part of the roadway structure or associated appurtenances and we will make adequate provisions to minimize inconveniences to the traveling public, and adjacent property owners. In the event we fail to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel our compliance.

Following approval, we will begin construction on or after 01/25/2023 (month/day/yr)

Additional Provisions and Requirements (for TxDOT input only)

General Special Provisions:

- ☒ Are attached.
☐ Are not attached

As-built Plans/Certifications of Construction:

- ☐ Are required and shall be certified as accurate by an authorized representative of the company.
☒ Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.
☒ Certification that utility was installed as approved
☐ Are not required

Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:

- ☒ In accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:
☐ As indicated on the attachment.

The Precinct Commissioner or his/her representative is to be notified 48 hours prior to beginning construction.

If approved, we understand that we will assume all risks associated with this installation within the Walker County right of way. These risks include, but are not limited to, injuries to our workers, damage to contiguous utility lines that may be in the area, injuries or damage resulting from our failure to properly install and maintain the line as shown on plans.

We understand Walker County may place additional provisions and requirements as listed above, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

We acknowledge that this Utility Installation Request approval **expires** on the **91st** calendar day from the date of issuance, unless otherwise approved, if we do not begin our installation by this date. If we do not begin our installation within this time frame and still wish to continue, we will resubmit our request in accordance with the prevailing governing laws, rules, regulations and policies at the time of resubmission.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements

Requestor:

Date: 01/11/2023

By: Jeramy Pampell

Signature: Jeramy Pampell Digitally signed by Jeramy Pampell
Date: 2022.11.16 13:41:07 -0600

Title: Vice President

Address: 916 SW Parkway East
College Station, TX 77840

Telephone: 979.764.8356

Approved By:

Date: _____

By: _____

Signature: _____

Title: _____

Address: _____

Telephone: _____

**General Special Provisions
Walker County Utility Installation Request**

1. Effective Period of Permit Approval. All approvals are void if installation does not begin within 3 months from the date of approval.
2. ALL UTILITY INSTALLATIONS SHALL CONFORM WITH THE STANDARDS DESCRIBED IN TITLE 43, PART 1, CHAPTER 21, SUBCHAPTER C, OF THE TEXAS ADMINISTRATIVE CODE (UTILITY ACCOMODATIONS)
3. A FINAL AS-BUILT SET OF PLANS SHALL BE SUBMITTED AND CERTIFIED BY A PROFESSIONAL ENGINEER, INCLUDING A CERTIFICATION THAT THE INSTALLATION WAS COMPLETED IN CONFORMANCE AND COMPLIANCE WITH THE ABOVE DESCRIBED SECTIONS OF THE TEXAS ADMINISTRATIVE CODE.
4. Minimum Depth of Cover. The minimum depth of cover for any underground utility line shall be as shown on the attached "Minimum Depth of Cover Table" or attached schematic whichever is deeper.
5. Locating Utilities. Applicant shall take all reasonable and necessary steps to locate existing utilities and address them in accordance with all state, local, and or federal requirements.
6. Aerial Electric Lines. Aerial electric power lines crossing over the highway shall be installed and maintained a minimum of twenty-two (22) feet above the surface of the traffic lanes. For electric power lines with greater than 50,000 volts, the clearance shall be increased in accordance with National Electric Safety Code as published in the National Bureau of Standards, Handbook 30.
7. Aerial Communication Lines. Aerial communication lines crossing over the highway shall be installed and maintained a minimum of eighteen (18) feet above the surface of the traffic lanes.
8. Open Trenching or Boring Operations for Utility Work. To insure that disturbed areas are restored and revegetated properly and in a reasonable period as the utility work progresses, the following requirements shall apply:

Unless otherwise approved or directed by Walker County, the length of "active utility work" shall not exceed one mile in length. "Active utility work" shall be defined as the total disturbed area measured from the beginning of open trenching to the point where backfill has been compacted, the right of way has been restored to its original line and grade, any structures damaged by the utility work have been repaired, erosion control measures have been placed and are being properly maintained, approved topsoil seed and compost has been placed uniformly, and watering for revegetation has begun. "Active utility work" also includes areas of bore pits and receiving pits; however it does not include the underground boring length. When any area of "active utility work" is substantially complete (i.e., watering of seeded areas has begun), that area is no longer considered to be "active utility work", and "active utility work" can proceed further within the right of way as long as it does not exceed the above appropriate limits. Areas where Walker County determines that the "active utility work" is substantially complete does not mean that Walker County considers that area totally acceptable and complete.

9. Backfill, Erosion Control, and Re-vegetation. All excavations within the right-of-way (ROW) and not under pavement shall be backfilled by tamping in six (6) inch horizontal layers to the density of the surrounding soil or as directed by the Walker County. All surplus material shall be removed and the ROW shall be reshaped to its original condition or better. This work shall be done in accordance with Item 164 of the Texas Department of Transportation (TxDOT) "Standard Specifications for Construction and Maintenance of

**General Special Provisions
Walker County Utility Installation Request**

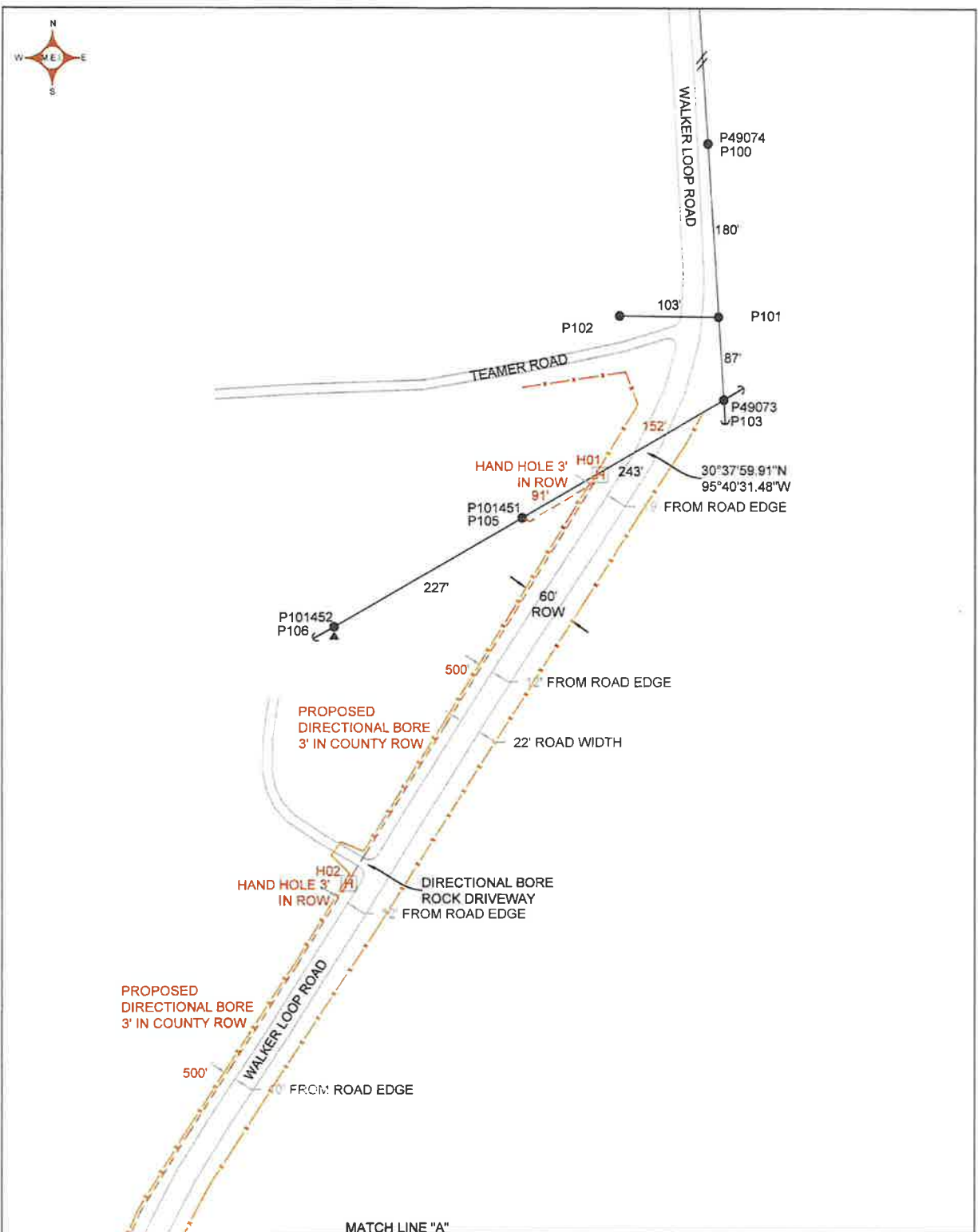
Highways, Streets, and Bridges.” Erosion control measures such as soil retention blankets, rock berms, and silt fences shall be installed and maintained until permanent perennial vegetation is established over 70% of the disturbed area. The amount of revegetation is considered acceptable when it resembles the amount of existing vegetation in the surrounding undisturbed area. **If erosion control and/or storm water run-off requirements of other State, Federal, or Local Jurisdictions exceed these requirements then the more stringent requirements would prevail.**

8. Boring and Jacking. Boring and jacking of utility lines shall be provided as specified below.
- a. Under Paved County Roads Utility lines to be constructed under an existing paved (asphalt pavement or concrete pavement) county road shall be installed by boring and jacking with casing.
 - b. Under Paved Driveways. Utility lines to be constructed under existing paved (asphalt pavement or concrete pavement) driveways shall be installed by boring and jacking methods, unless the utility company furnishes Walker County with a “Letter of No Objection” signed by the driveway owner to allow open cutting of their driveway.
 - c. Under Unpaved County Roads or Driveways. Utility lines to be constructed under an existing unpaved county road or under existing unpaved driveways may be open cut only when approved in advance by Walker County, and after the driveway owner is notified. Any open cuts should be repaired and restored to a minimum of pre-cut conditions as quickly as possible so as not to impact road and/or driveway traffic. Applicant shall take all necessary precautions to insure safety as site of open cut.
 - d. Under Desirable Trees. To preserve the natural environment and protect wildlife habitat, boring may be required when underground utility lines are to be placed within the “protected root area” of “desirable trees” located within road ROW or on adjacent property. The “protected root area” is defined as the area between the tree trunk and five (5) feet from the tree trunk or 2/3 the actual distance from the tree trunk to the dripline, whichever is greater. “Desirable trees” include (but are not limited to) any tree with a trunk diameter of six (6) inches or more that Walker County or the Owner of the tree determines to be of environmental and aesthetic value. Boring under all “desirable trees” will be required with the following exceptions: (1) in areas where planned highway construction/maintenance work would require tree removal, or (2) when the Walker County approves of open trenching for the utility installation or removal of the tree.
9. Manhole Covers. All manhole covers shall be installed flush with the ground surface.
10. Traffic Control. Traffic control in utility work zones shall conform to applicable requirements of the “Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI”. Adequate signs, barricades, flag personnel, etc. shall be erected and maintained in complete compliance with the Texas Manual on Uniform Traffic Control Devices. Any travel lane closures are only permitted after a traffic control plan is approved by Walker County prior to beginning any construction activities.
11. Sunday or Holiday Work. Sunday or Holiday work will not be permitted for the installation of any utility line unless directed or approved by Walker County.
12. The approval of this utility installation request shall in no way be taken as a waiver or variance to any other existing local, state, or federal permits or requirements that may be required by the applicant.

**General Special Provisions
Walker County Utility Installation Request**

13. Protection of Trees and Landscaping. Existing trees and landscaping within the ROW shall be protected as specified below. Removal of trees from the ROW will require prior Walker County approval.

- a. **Tree Pruning.** All tree pruning within the ROW will require prior TxDOT approval. All oak trees that are damaged or pruned shall be treated with an approved tree wound dressing within 20 minutes of causing the damage or making the pruning cut.
- b. **Landscaping.** When existing landscaping is located near the proposed utility alignment, the utility contractor shall notify Walker County and the owner of the landscaping prior to the proposed utility installation. Walker County may require underground utilities to be installed by: (1) boring under such landscaping or (2) by replacement of specific landscape items. Landscaping is defined as, but not limited to, trees, shrubs, grass, irrigation lines, landscape pavers, sidewalks, and other ROW improvements.

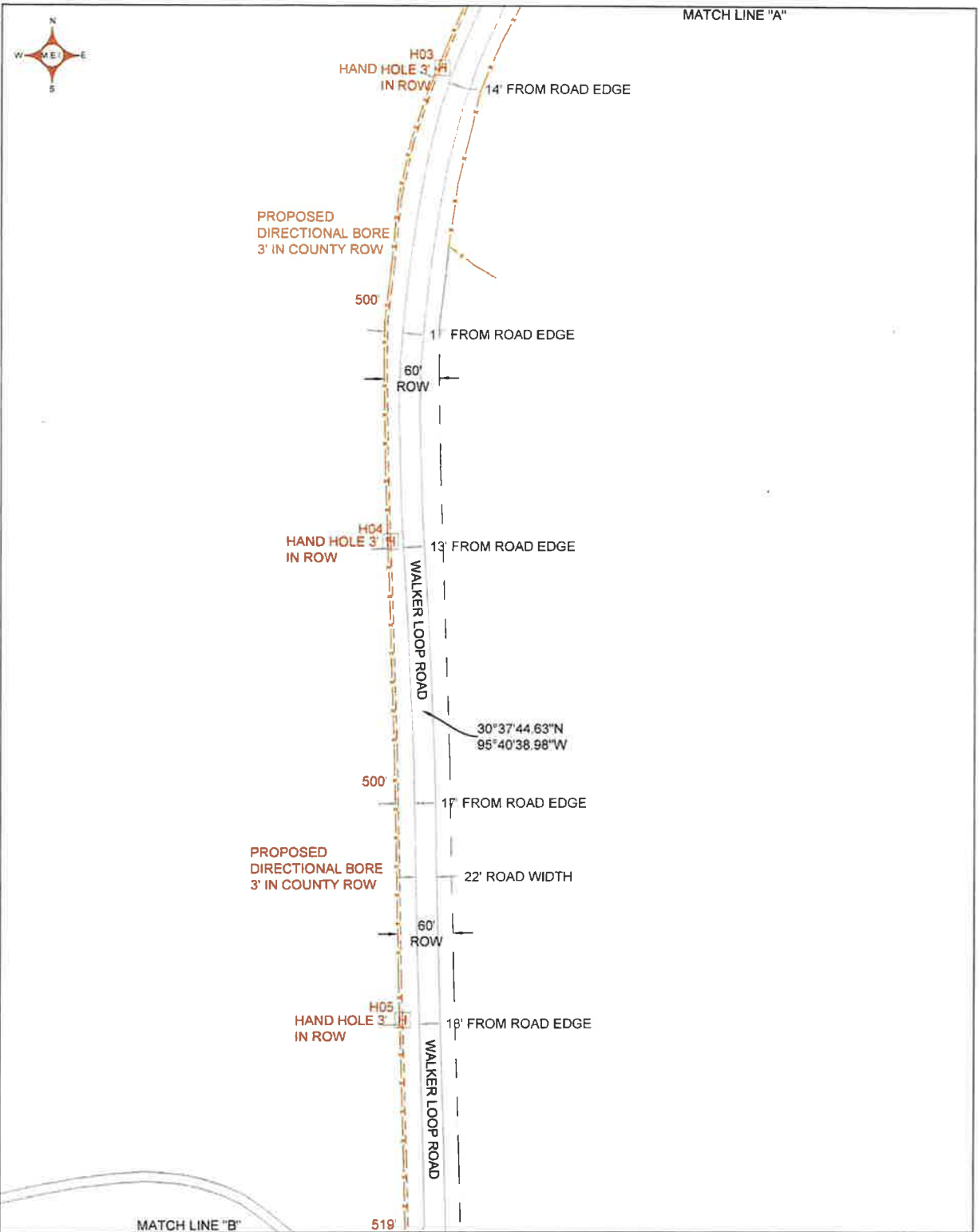


- LEGEND**
- EXISTING POLE
 - ▲ EXISTING TRANSFORMER
 - EXISTING GUY LOCATION
 - [H] PROPOSED UNDERGROUND 24" X 30" X 24" HAND HOLE
 - EXISTING SINGLE-PHASE OVERHEAD POWER LINE
 - PROPOSED UNDERGROUND 144 COUNT FIBER IN 2" SCH 40 HDPE
 - - - FENCE & R.O.W.
 - R.O.W.
 - ROAD

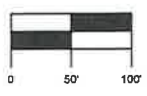


1-11-2023
 F-2664
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY REX N. WOODS, P.E. 87089 JANUARY 11, 2023.
 NOT VALID UNLESS SIGNED.
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.
APPROVED FOR CONSTRUCTION

MIDSOUTH ELECTRIC COOPERATIVE			
WALKER COUNTY PERMIT			
WALKER LOOP ROAD FIBER INSTALLATION			
WO#514596			
 Texas Registered Engineering Firm F-2664 816 Southmead Parkway East College Station, TX 77940 (979) 754-8206			
SCALE: 1"=100'	DATE: 11-10-2022	DWG. NO.: MEI-16689-1	SHEET NO.: 1 OF 3
DRAWN BY: BLH	JOB CODE: MS-89-S 3	REV: JEP	DATE: 01-11-2023

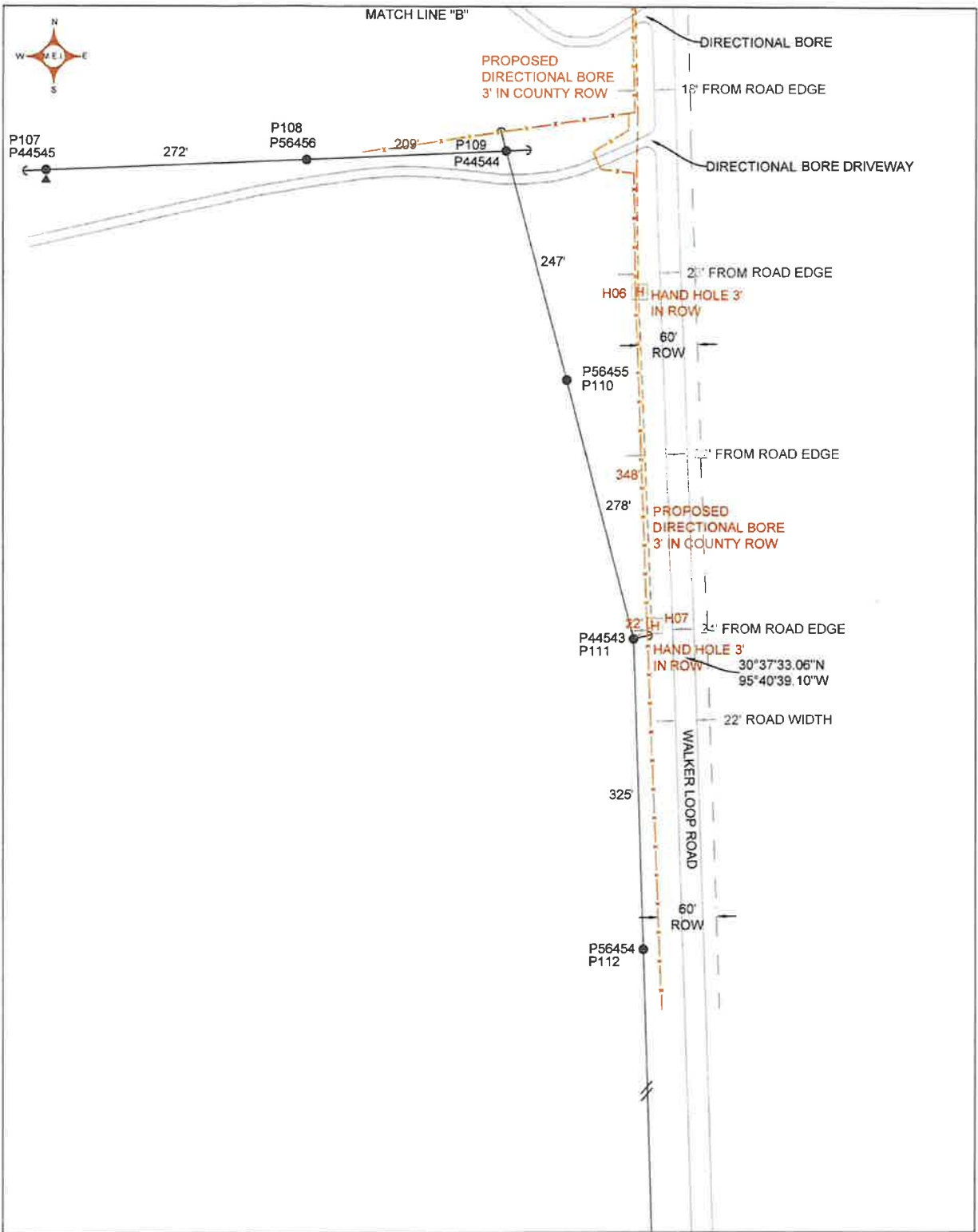


- LEGEND**
- EXISTING POLE
 - ▲ EXISTING TRANSFORMER
 - EXISTING GUY LOCATION
 - [H] PROPOSED UNDERGROUND 24" X 30" X 24" HAND HOLE
 - EXISTING SINGLE-PHASE OVERHEAD POWER LINE
 - - - PROPOSED UNDERGROUND 144 COUNT FIBER IN 2" SCH 40 HDPE
 - - - FENCE & R.O.W.
 - R.O.W.
 - ROAD



1-11-2023
 F-2664
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
 REX N. WOODS, P.E. 87089
 JANUARY 11, 2023
 NOT VALID UNLESS SIGNED.
 ALTERATION OF A SEALED DOCUMENT WITHOUT
 PROPER NOTIFICATION TO THE RESPONSIBLE
 ENGINEER IS AN OFFENSE UNDER THE
 TEXAS ENGINEERING PRACTICE ACT.
**APPROVED
FOR CONSTRUCTION**

MIDSOUTH ELECTRIC COOPERATIVE			
WALKER COUNTY PERMIT			
WALKER LOOP ROAD FIBER INSTALLATION			
WC#514598			
 Texas Registered Engineering Firm F-2664 916 Southwest Parkway East College Station, TX 77940 (979) 764-8295			
SCALE: 1"=100'	DATE: 11-10-2022	END NO.	SHEET NO.
DRAWN BY: BLH	JOB NO: MS-09-S 3	MEI-16689-2	2 OF 3
			REV: JKP 01-11-2023



LEGEND

- EXISTING POLE
- ▲ EXISTING TRANSFORMER
- EXISTING GUY LOCATION
- PROPOSED UNDERGROUND 24" X 30" X 24" HAND HOLE
- EXISTING SINGLE-PHASE OVERHEAD POWER LINE
- PROPOSED UNDERGROUND 144 COUNT FIBER IN 2" SCH 40 HDPE
- FENCE & R.O.W.
- R.O.W.
- ROAD



1-11-2023
F-2664
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY REX N. WOODS, P.E. 87089 JANUARY 11, 2023
NOT VALID UNLESS SIGNED.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

APPROVED
FOR CONSTRUCTION

MIDSOUTH ELECTRIC COOPERATIVE

WALKER COUNTY PERMIT
WALKER LOOP ROAD FIBER INSTALLATION
WO#514596



Texas Registered Engineering Firm
F-0564
516 Southeast Parkway East
College Station, TX 77940
(979) 754-8346

SCALE	DATE	DWG. NO.	SHEET NO.
1"=100'	11-10-2022	MEI-16689-3	3 OF 3
DRAWN BY: BLH	APP. CHECK: MS-00-S-3	REV: JKP	01-11-2023

Annette Olivier

From: Steffanie DeLoss <SDeLoss@bleylengineering.com>
Sent: Tuesday, January 24, 2023 9:32 AM
To: Andrew Isbell; Annette Olivier
Subject: No Objection: Walker County Permit for Walker Loop Road (MidSouth Electric Cooperative) WO#514596 MS-69-S.3
Attachments: 202203845-3.pdf

CAUTION: The sender of this email is not within Walker County. Any links or attachments may be dangerous. To report this email as suspicious, forward it to Walker County IT Helpdesk.

Andrew/Annette,

We have no objection to the Walker Loop Road (MidSouth Electric Cooperative) WO#514596 MS-69-S.3 utility permit application. Please note the bold text below.

Construction Plans: Walker Loop Road Fiber Installation WO#514596

Engineer: Rex N. Woods with McCord Engineering (F-2664)

Signed: 01/11/2023

*** The minimum cover is not specified in the submittal. Any failure to meet the minimum cover noted in 43 TAC §21.40(a)(2)(A) voids this "no objection." See attached figure.**

**** No recording information was provided for the 60' ROW, and the noted ROW width was not confirmed. It is the applicant's responsibility to confirm the ROW width before installation.**

***** The Commissioner must approve the location of the proposed fiber boxes.**

****** If the work zone needs to encroach upon the pavement, an updated traffic control plan shall be submitted and approved before the encroachment occurs.**

Last Submittal: 01/11/2023

No Objection Date: 01/24/2023

Steffanie DeLoss, PE, CFM

Department Manager

Land and Site Development



BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

TBPE Firm No. 678

100 Nugent Street
Conroe, TX 77301
O: 936 441 7833
M: 936 499 9386

bleylengineering.com

sdeloss@bleylengineering.com

Figure: 43 TAC §21.40 (a) (2) (A)

Facility Type	Crossing Encased	Crossing un-encased	Longitudinal ²	Casing Material (Recommended)
Low Pressure Gas	60	60	48	HDPE or Steel
High Pressure Gas ¹	60	60	48	Steel
Electric	60	NA	48	Any
Communication	60	NA	48	Any
Water	60	NA	36	HDPE
Wastewater gravity flow	30	NA	30	HDPE
Wastewater pressure flow	60	NA	36	HDPE
Other Water	60	NA	36	HDPE
Crossing depth is below lowest point of crossed grade.				
(1) High pressure gas is defined as greater than or equal to 60 psi.				
(2) Additional 12 inches of depth is required within 50 feet of water course, culvert, etc.				

VARIANCE REQUEST TO THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

SECTION A – PROPERTY INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Name Gibbs Brothers & Company, LP		Application Number:
A2. Property Owner's Street Address [REDACTED]		Date of Submittal:
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A3. Property Owner's Email Address [REDACTED]	A4. Property Owner's Telephone Number [REDACTED]	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) Part of a 352.39 acre tract located in the G.A. Lamb Survey, A-326, which is described in the certain Warranty Deed from Mrs. A.F. Prentice to Sallie E. Gibbs, dated March 14, 1901, of record in Volume 16, Page 362, of the Deed Records of Walker County, Texas. Tax ID #0326-120-0-01230		
SECTION B – INFORMATION FOR PROPOSED SUBDIVISION TRACT		
(For projects involving multiple map panels an additional sheet may be listed below or included in an additional attachment)		
B1. Survey and Abstract G.A. Lamb	B2. Tax ID Number(s) of Parent Tract 0326-120-0-01230	B3. Deed Volume/Page 016/362
B4. Existing or Proposed Name of Subdivision Not Applicable	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) No	
THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.		
SECTION C – LIST OF ATTACHMENTS		
Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
C.1 Exhibit Drawing prepared by Gibbs Brothers and Company		A
C.2		
C.3		
C.4		

SECTION D –VARIANCE REQUEST

(All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply)

D.1 A Variance is requested to Section(s) Section 3.1 of the Subdivision Regulations of Walker County, Texas as follows:

The applicant requests a variance to the platting requirements of Walker County and the regulations related to subdivisions of property for the creation and sale of a tract of approximately 4 acres as shown on the attached exhibit out of the approximately 2170 acre tract belonging to Gibbs Brothers and Company PID 18090 in Abstract 326

SECTION E – APPLICANT’S JUSTIFICATION AND PRESENTATION FACTORS EFFECTING VARIANCE

(All variance requests to the Walker County Subdivision Regulations need to be included along with the Section(s) of the Regulation to which they apply)

E.1 Is the variance related to the design or construction of improvements to be constructed within the subdivision?
Yes _____ No X

If "Yes" the request should be accompanied by an engineer's opinion and justification for the variance.

E.2 Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E.2"):

The variance is requested in order to facilitate the transfer of property from Gibbs Brothers and Company to Emergency Service District #3 for the construction of fire response facilities to benefit the community.

E.3 Will the failure to grant the variance requested result in any exceptional hardship to the applicant?

Yes X No _____

If yes please explain below:

Failure to grant the variance will delay the time needed to complete the transaction, and increase the expense of the transaction and the associated burden on the ESD and grantor.

E.4 Does the applicant propose any additional conditions, mitigation, or additional requirements not addressed within the Walker County Subdivision Regulations that will or have been met by the applicant as a condition of the variance being granted?

Yes _____ No X Please list the additional measures below.

The proposed lot and remainder will both have the minimum frontage as required by the regulations, the proposed 4 acre tract will meet the depth to width requirements, and the 4 acre tract will be surveyed and the deed will include proper metes and bounds.

SECTION F –VARIANCE(S) GRANTED

F.1 A VARIANCE TO THE WALKER COUNTY SUBDIVISION REGULATIONS IS GRANTED AS FOLLOWS:

F.2 THE FOLLOWING CONDITIONS ARE ATTACHED TO THE VARIANCE:

SECTION G - NOTICE, ACKNOWLEDGEMENT, AND CERTIFICATIONS

NOTICE

ALL DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE CONDITIONS STATED HEREIN AND ANY OTHER CONDITIONS STATED WITHIN THE APPLICATION OR DURING THE PRESENTATION TO COMMISSIONERS COURT. ANY VARIATION MAY RESULT IN THE IMMEDIATE SUSPENSION OR CANCELLATION OF THIS VARIANCE. VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY ALSO RESULT IN THE COMMISSIONERS COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.

WARNING

THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE PUBLIC OR ADJACENT PROPERTIES AND COMPLIES WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE **NOT** LIABLE FOR DAMAGES OR LOSS RESULTING FROM THE GRANTING OF THIS VARIANCE. THIS VARIANCE IS GRANTED IN RELIANCE UPON THE STATEMENTS AND EVIDENCE SUPPLIED BY THE APPLICANT AND HIS/HER AGENTS IN THE APPLICATION AND PRESENTATION TO COMMISSIONERS COURT.

I, Ferne S. Frosch, do hereby acknowledge that I have reviewed the provisions, notices, warnings and disclaimers stated above and that I understand them, agree with them and intend to fully comply with them.

Signature of Owner/Applicant

Ferne S. Frosch

Date

01/24/2023

SECTION H – ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reason(s) for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of the variance procedures as outlined in the Walker County Subdivision Regulations to _____ this request for variance.

Commissioner's Court Signature

Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

Date



LONE STAR FORESTRY, LLC
 1223 11TH STREET
 HUNTSVILLE, TX 77340
 936-295-2100
 WWW.LSFORESTRY.COM



**PROPOSED LAND SALE
 GIBBS BROTHERS & COMPANY
 TO
 EMERGENCY SERVICE DISTRICT #3**

APPROXIMATELY 4.0 ACRES

Exhibit 'A'



0 200 400 800 Feet

MAP DISCLAIMER: This map was generated by Lone Star Forestry, LLC using GIS (Geographic Information System) software and information provided from on the ground observations and third party information. No claims are made to the accuracy or completeness of the data depicted in this map. The information depicted may contain inaccuracies and is provided "as is".