

A G E N D A
REGULAR SESSION, COMMISSIONERS COURT
WOOD COUNTY, TEXAS
March 10, 2020 – 10:00 A.M

1. **Call to Order & Welcome**
2. **Pledge of Allegiance to the United States Flag and Pledge to the Flag of the State of Texas.**
3. **Public comments.**
4. **Consider approval of personnel actions.**
5. **Consider approval of line-item transfers and budget amendments.**
6. **Consider approval of claims.**
7. **Consider approval of Tax Exemption for the Lake Country Playhouse, Inc., as a Texas Historical Landmark, pursuant to Section 11.24 of the Texas Property Code.**
8. **Consider approval of pledge and release of Securities.**
9. **Consider approval of Treasurer's Reports ending 12/31/19.**
10. **Consider approval of the re-appointment of Jason Ray as the Wood County Representative of the NET RMA, for term ending 2/1/2022.**
11. **Consider acknowledgement of Amended Order of Assignment by the Presiding Judge to the 402nd District Court.**
12. **Consider approval of Paul Bradshaw's nomination to the Wood County Appraisal District Board of Directors.**
13. **Consider approval of Joint Resolution of Trial Judges of Wood County, Texas.**
14. **Consider approval of Order Setting the Terms of the Constitutional County Court.**
15. **Consider approval of Amended Security Equipment Lease and Maintenance Contract for the Leased Keyscan Access Control System at the Wood County Courthouse to include Juvenile Probation.**
16. **Consider approval of Bassmaster Agreement for 2020 Lake Fork Tournament and Addendum with the City of Quitman and Quitman Development Corporation.**
17. **Consider approval of the Lake Fork Fishing Tournament Agreement with the Sabine River Authority.**
18. **Consider approval of Bounce House Agreement for Bassmaster Tournament.**
19. **Consider approval of TLO Billing Extension Agreement for Constable Precinct 2.**
20. **Consider approval of Constable Reports.**
21. **Consider approval of Resolution for the Wood County Criminal District Attorney Victim Services Project FY 2021 VOCA Grant Application.**
22. **Consider approval of Road Permit # 2207 for Precinct 3.**
23. **Consider approval of contract for real estate purchase within the City of Quitman.**
24. **Consider approval to advertise for bid for a Construction Manager at Risk to oversee the design, planning, and construction of the new Tax Office.**
25. **Public Hearing for the Revision of lots 86, 87, 88, 89, 90, 105, and 106 within Northeast Properties Subdivision and take necessary action.**
26. **Public Hearing for the Revision of lots 30 and 31, Part 1, Section IX, within Holly Lake Ranch Subdivision and take necessary action.**

27. **Public Hearing for the Revision of lots 21, 22, and 23, Section VI, within Holly Lake Ranch Subdivision and take necessary action.**
28. **Public Hearing for the Revision of lots 146 and 147, Section VII, within Holly Lake Ranch Subdivision and take necessary action.**

If, during the course of the meeting covered by this notice, the Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 Texas Government Code will be held by the Court at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.076 Texas Government Code. Should any final action, final decision, or final vote be required in the opinion of the Court with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:

1. **The open meeting covered by this notice upon the reconvening of this public meeting, or**
2. **At a subsequent public meeting of the Court upon notice thereof; as the Court shall determine.**

**PERSONNEL ACTION REQUEST
COUNTY OF WOOD, TEXAS**

TO: Payroll/Personnel Officer/County Treasurer

FROM: Wood County Sheriff's Office

**EMPLOYEE
NAME:** Jennifer Phillips

EFFECTIVE DATE: February 21, 2020

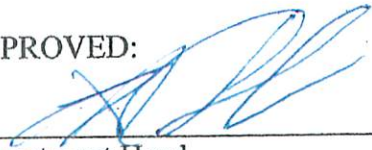
- Hire Full Time
- Hire Part Time (TCDRS Benefits Only)
- Hire Temporary – Begin Date _____
End Date _____
- Change in Position
- Transfer between Departments
- Salary Increase (Grade, Step)
- Position Reclassification (Grade, Step)
- Leave of Absence with Pay *
- Leave of Absence without Pay *
- Separation*
 - Resignation
 - Service Retirement
 - Reduction in Force
 - Discharge
- Other _____

FROM	TO
Title: Jailer	Title:
Grade, Step: Group 8, Step 2	Grade, Step:
Hourly Rate: \$20.14	Hourly Rate:
(or)	(or)
Annual Salary:	Annual Salary:
Fund: <u>100-570-1113</u>	Fund:
Department: <u>Corrections</u>	Department:

* In the case of suspension or separation, remarks should include circumstances.

REMARKS: I, Sheriff Thomas A. Castloo, request to take
Jennifer Phillips off of the Wood County Sheriff's Office
payroll. Jennifer Phillips' final day was February 21, 2020.

APPROVED:



Department Head

02/24/2020

Date

Commissioners Court

Date

**PERSONNEL ACTION REQUEST
COUNTY OF WOOD, TEXAS**

TO: Payroll/Personnel Officer/County Treasurer

FROM: JERRY GASKILL, COMMISSIONER PRECINCT #2

**EMPLOYEE
NAME:** MATHEW L. GEORGE

EFFECTIVE DATE: 02/28/2020

- | | |
|--|---|
| <input type="checkbox"/> Hire Full Time | <input type="checkbox"/> Leave of Absence with Pay * |
| <input type="checkbox"/> Hire Part Time (TCDRS Benefits Only) | <input type="checkbox"/> Leave of Absence without Pay * |
| <input type="checkbox"/> Hire Temporary – Begin Date _____
End Date _____ | <input checked="" type="checkbox"/> Separation* |
| <input type="checkbox"/> Change in Position | <input checked="" type="checkbox"/> Resignation |
| <input type="checkbox"/> Transfer between Departments | <input type="checkbox"/> Service Retirement |
| <input type="checkbox"/> Salary Increase (Grade, Step) | <input type="checkbox"/> Reduction in Force |
| <input type="checkbox"/> Position Reclassification (Grade, Step) | <input type="checkbox"/> Discharge |
| | <input type="checkbox"/> Other _____ |

FROM	TO
Title: ROAD TECH	Title:
Grade, Step: 8-3 Hourly Rate: \$20.87/hr (or) Annual Salary:	Grade, Step: Hourly Rate: (or) Annual Salary:
Fund: 200-612-1103 Department: RB#2	Fund: Department:

* In the case of suspension or separation, remarks should include circumstances.

REMARKS: _____

APPROVED:

 _____ 02/28/2020
Department Head Date

Commissioners Court Date

**WOOD COUNTY TEXAS
Budget Amendments
Budget Year FY 2019**

Pursuant to Local Government Code 111.0108, Special Budget for Revenue Received After Start of Fiscal Year:
I, Terri Sellars, Wood County Auditor, certify to the Wood County Commissioners Court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for fiscal 2018.

Please consider the following budget amendment:

RB4	DAMAGES	12/16/2019
Increase:		
200-364-4000	DAMAGES	1,345.85
Increase:		
200-614-4540	EQUIP R & M	1,343.65
RB4	SALES OF SURPLUS	12/17/2019
Increase:		
200-363-4000	SALE OF SURPLUS	77,632.94
Increase:		
200-614-5700	CAP EQUIP	77,632.94
Elections	Lake Fork Sub Election	November 5, 2019
100-337-0000	Interlocal Coop Contract	1,636.62
100-492-3110	Election supplies	1,555.62
100-492-4999	Other	81.00
TOTAL BUDGET AMENDMENTS		\$ 80,613.21

Considered by Commissioners Court on March 10, 2020 and approved as a budget amendment

BEATY LAW OFFICE

337 North Main Street
P.O. Box 528
Winnboro, Texas 75494

TED BEATY
Attorney

903/342-5296 Office
903/342-5298 Facsimile

February 25, 2020

Mrs. Mercy Rushing
City of Mineola
VIA email:
ckarch@mineola.com

Honorable Judge Hebron
County Court of Wood Co
VIA email:
countyjudge@mywoodcounty.com

Mr. Cody Mize
Superintendent MISD
VIA email:
wests@mineolaisd.net

Re: *Tax Exemption for Lake County Playhouse, Inc.*

Lake Country Playhouse, Inc. (Playhouse) is a Texas non-profit corporation and has been granted a 501(c)(3) exempt status by the IRS. The Playhouse owns and operates the Select Theater in Mineola. The Theater has been designated a Texas Historic Landmark under Chapter 442 of the Texas Government Code.

Pursuant to Section 11.24 of the Texas Property Tax Code, a taxing body may exempt a structure and land if so designated.

The Board of Governors of the Playhouse requests this matter be placed on the agenda of your next meeting for consideration as tax exempt.

Respectfully yours,

Ted Beaty

Ted Beaty

TB/cb

c. Lake Country Playhouse VIA email: lakecountryplayhouse@yahoo.com



February 10, 2020

Frost National Bank
Safekeeping Department
Facsimile: 210-220-4186

This will authorize release of the following called security from the Wood County existing agreement:

<u>CUSIP</u>	<u>Par Amount</u>	<u>Description</u>	<u>Maturity</u>	<u>Market:</u>
041826XC7	\$ 100,000.00	ARLINGTON ISD REF TX	2/15/2020	\$ 100,202.00

And replace with the following:

<u>CUSIP</u>	<u>Par Amount</u>	<u>Description</u>	<u>Maturity</u>	<u>Market:</u>
728292HV8	\$ 350,000.00	PLEASANT GRV ISD	2/15/2031	\$ 368,186.00

Sincerely,

Troy Robinson
Vice Chairman/COO

c: Wood County

BTH Bank, N.A.
412 E. Goode St.
Quitman, TX 75783
(P) 903-763-2264 (F) 903-763-4911
www.bthbank.com



February 10, 2020

Wood County
PO Box 1480
Quitman TX 75783

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041826XC7	\$ 100,000.00	ARLINGTON ISD REF TX	2/15/2020	\$ 100,202.00

And replace with the following:

<u>CUSIP</u>	<u>Par Amount</u>	<u>Description</u>	<u>Maturity</u>	<u>Market:</u>
728292HV8	\$ 350,000.00	PLEASANT GRV ISD	2/15/2031	\$ 368,186.00

Authorized Signature: Becky D Buford

Date Signed: 2/10/2020

BTH Bank, N.A.
412 E. Goode Street
Quitman, TX 75783
(P) 903-763-2264 (F) 903-763-4911
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WOOD COUNTY, TEXAS
COMBINED STATEMENT OF CASH ACCOUNTS ACTIVITY
FOR THE MONTH ENDING DECEMBER 2019



FUND CODE	FUND NAME	PRIOR-MONTH		RECEIPTS	DISBURSEMENTS	TRANSFER IN/(OUT)	Net Change	CASH BALANCE 12/31/2019	
		CASH BALANCE 11/30/2019	RECLASSES 10/31/2019						
BUDGETED FUNDS									
OPERATING FUNDS									
100	General	\$ 16,612,520.27	\$ 50.00	\$ 16,612,570.27	\$ 3,116,142.68	\$ (1,703,074.78)	\$ (3,196.38)	\$ 1,409,871.50	\$ 18,022,441.77
200	Road and Bridge Fund	4,711,904.68		4,711,904.68	1,031,496.25	(844,687.31)	(53.62)	186,755.32	4,898,660.00
270	Tobacco Settlement Fund	96,829.94		96,829.94	0.00	0.00	0.00	96,829.94	
Total Operating Funds		\$ 21,421,254.89	\$ 50.00	\$ 21,421,304.89	\$ 4,147,638.91	\$ (2,547,762.09)	\$ (3,250.00)	\$ 1,596,626.82	\$ 23,017,931.71
SPECIAL REVENUE FUNDS									
230	CC-Records Mgmt. & Preservation	747,691.68		747,691.68	10,261.76	(130.62)	0.00	10,131.14	757,822.82
231	General Records Mgmt. & Preservation	36,001.81		36,001.81	1,327.70	(704.24)	0.00	623.46	36,625.27
232	CC-Records Archive Fee	455,960.98		455,960.98	9,300.12	0.00	0.00	9,300.12	465,261.10
234	Courthouse Security	65,932.33		65,932.33	1,988.14	(109.90)	(1,750.00)	128.24	66,060.57
235	Hotel and Motel Tax	213,538.52		213,538.52	3,865.53	(23,204.20)	0.00	(19,338.67)	194,199.85
236	Child Welfare	5,619.72		5,619.72	2,211.77	(1,718.23)	0.00	493.54	6,113.26
238	Crime Victims Services	5,620.99		5,620.99	110.89	(26.06)	0.00	84.83	5,705.82
239	Justice Court Technology	68,999.75		68,999.75	771.36	(389.41)	0.00	381.95	69,381.70
240	DC-Records Mgmt & Preservation	27,241.16		27,241.16	367.68	0.00	0.00	367.68	27,608.84
241	JP Building Security Fee	14,587.29		14,587.29	179.56	(5,916.91)	0.00	(5,737.35)	8,849.94
242	Elections Special	60,285.00		60,285.00	115.58	0.00	0.00	115.58	60,400.58
243	Guardianship	57,942.63		57,942.63	671.82	0.00	0.00	671.82	58,614.45
244	CC-Technology	7,823.17		7,823.17	123.14	0.00	0.00	123.14	7,946.31
245	DC-Technology	18,494.22		18,494.22	329.88	0.00	0.00	329.88	18,824.10
246	DC-Records Archive Fee	56,087.52		56,087.52	637.69	0.00	0.00	637.69	56,725.21
247	DC-CT Records Preservation	33,194.56		33,194.56	283.94	0.00	0.00	283.94	33,478.50
260	Law Library	59,237.45		59,237.45	1,815.58	(280.00)	0.00	1,535.58	60,773.03
305	Constable Forfeiture	606.59		606.59	2.78	0.00	0.00	2.78	609.37
Total Special Revenue Funds		\$ 1,934,865.37	\$ -	\$ 1,934,865.37	\$ 34,364.92	\$ (32,479.57)	\$ (1,750.00)	\$ 135.35	\$ 1,935,000.72
OTHER FUNDS									
250	Right of Way	866,159.96		866,159.96	1,685.61	0.00	0.00	1,685.61	867,845.57
281	Community Supervision & Corr.	378,149.03		378,149.03	78,017.59	(43,440.56)	0.00	34,577.03	410,726.06
290	Juvenile Probation Department	41,628.08		41,628.08	0.00	(34,204.32)	0.00	(34,204.32)	7,423.76
892	Historical Commission	51,999.45		51,999.45	107.81	(245.62)	5,000.00	4,862.19	56,861.64
Total Other Funds		\$ 1,335,936.52	\$ -	\$ 1,335,936.52	\$ 79,811.01	\$ (77,890.50)	\$ 5,000.00	\$ 6,920.51	\$ 1,342,857.03
TOTAL BUDGETED FUNDS		\$ 24,692,056.78	\$ 50.00	\$ 24,692,106.78	\$ 4,261,814.84	\$ (2,658,132.16)	\$ -	\$ 1,603,682.68	\$ 26,295,789.46
NON-BUDGETED AND NON-COUNTY FUNDS									
880	Treasurer's State Fees	36,232.74	(50.00)	36,182.74	32,385.58	0.00	0.00	32,385.58	68,568.32
891	Payroll Fund	(31.16)		(31.16)	0.00	31.16	0.00	31.16	(0.00)
999	Upper Sabine Valley Waste Mgmt	0.00		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NON-BUDGETED FUNDS		\$ 36,201.58	\$ (50.00)	\$ 36,151.58	\$ 32,385.58	\$ 31.16	\$ -	\$ 32,416.74	\$ 68,568.32
TOTAL CASH IN POOLED ACCOUNTS		\$ 24,728,258.36	\$ -	\$ 24,728,258.36	\$ 4,294,200.42	\$ (2,658,101.00)	\$ -	\$ 1,636,099.42	\$ 26,364,357.78
CASH IN BANK - POOLED CASH ACCOUNTS									
890	AP Pooled Cash	1,507,730.84		1,507,730.84	1,972.06	(1,349,671.95)	1,060,000.00	(287,699.89)	1,220,030.95
890	Payroll Pooled Cash	891,968.06		891,968.06	1,502.83	(1,303,539.05)	1,200,000.00	(102,036.22)	789,931.84
890	Deposits Pooled Cash	3,271,926.25		3,271,926.25	4,251,937.73	0.00	(657,534.44)	3,594,403.29	6,866,329.54
890	CD Investments	7,336,511.68		7,336,511.68	13,212.80	0.00	0.00	13,212.80	7,349,724.48
890	CD Non-Depository	494,036.20		494,036.20	0.00	0.00	0.00	0.00	494,036.20
890	CDARS Investments	8,708,615.79		8,708,615.79	22,115.99	0.00	(1,604,405.56)	(1,582,289.57)	7,126,326.22
890	TexPool Pooled Investments	2,509,969.54		2,509,969.54	3,459.01	0.00	0.00	3,459.01	2,513,428.55
890	Jury Pooled Cash	7,500.00		7,500.00	0.00	(4,890.00)	1,940.00	(2,950.00)	4,550.00
TOTAL CASH IN BANK - POOLED CASH ACCOUNTS		\$ 24,728,258.36	\$ -	\$ 24,728,258.36	\$ 4,294,200.42	\$ (2,658,101.00)	\$ 0.00	\$ 1,636,099.42	\$ 26,364,357.78

FUND		CASH BALANCE			0.00		TRANSFER		CASH BALANCE	
CODE	FUND NAME	11/30/2019	RECLASSES	10/31/2019	RECEIPTS	DISBURSEMENTS	IN/(OUT)	Net Change	12/31/2019	
CASH IN BANK - NON POOLED CASH ACCOUNTS - NON-BUDGETED, A										
BANKTEXAS ACCOUNTS										
200	Road & Bridge CD RRC Restricted	\$ 27,408.51		\$ 27,408.51	\$ 53.62	\$0.00	\$0.00	\$53.62	\$ 27,462.13	
233	Sheriff's Fortiture Fund (Budgeted)	3,276.41		3,276.41	0.00	0.00	-	0.00	3,276.41	
401	Grant Fund	0.00		0.00	0.00	0.00	0.00	0.00	0.00	
601	Interest & Sinking	26,371.28		26,371.28	72.93	0.00	0.00	72.93	26,444.21	
895	Health Plan	66,529.88		66,529.88	323,333.02	(193,672.98)	0.00	129,660.04	196,189.90	
895	Health Plan CD	819,120.31		819,120.31	1,524.48	0.00	0.00	1,524.48	820,644.79	
895	Health Plan CDARS	529,731.46		529,731.46	1,041.07	0.00	0.00	1,041.07	530,772.53	
898	MRP/DPC Clearing	7,139.75		7,139.75	5,842.96	(5,746.80)	0.00	96.16	7,235.91	
	District Clerk Clearing	33,402.48		33,402.48	30,880.03	(34,021.46)	0.00	(3,141.43)	30,261.03	
	JP1 Clearing	13,644.20		13,644.20	12,313.25	(13,663.70)	0.00	(1,350.45)	12,293.75	
	JP2 Clearing	13,533.97		13,533.97	13,904.87	(13,519.97)	0.00	384.90	13,918.87	
	JP3 Clearing	6,361.47		6,361.47	7,772.80	(6,359.97)	0.00	1,412.83	7,774.30	
	JP4 Clearing	4,505.50		4,505.50	7,810.38	(5,596.88)	0.00	2,213.40	6,718.90	
	Treasurer's Credit Card	0.00		0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL BANKTEXAS - NON POOLED CASH ACCOUNTS	\$ 1,551,025.18	\$ -	\$ 1,551,025.18	\$ 404,549.41	\$ (272,581.88)	\$0.00	\$ 131,967.55	\$ 1,682,992.73	
TEXPOOL ACCOUNTS										
601	Interest & Sinking	37,856.04		37,856.04	52.20	0.00	0.00	52.20	37,908.24	
895	Health Plan	1,206.60		1,206.60	1.57	0.00	0.00	1.57	1,208.17	
	TOTAL TEXPOOL - NON POOLED CASH ACCOUNTS	\$ 39,062.64	\$ -	\$ 39,062.64	\$53.77	\$0.00	\$0.00	\$ 53.77	\$ 39,116.41	
	TOTAL CASH IN BANK - NON POOLED CASH ACCOUNTS	\$ 1,590,087.82	\$ -	\$ 1,590,087.82	\$ 404,603.18	\$ (272,581.88)	\$0.00	\$ 132,021.32	\$ 1,722,109.14	
	TOTAL CASH IN BANK - ALL TREASURER'S ACCOUNTS	\$ 26,318,346.18	\$ -	\$ 26,318,346.18	\$ 4,698,803.60	\$ (2,930,682.88)	\$0.00	\$ 1,768,120.74	\$ 28,086,466.92	

Miscellaneous Information 0.00 0.00
 Indebtedness as of 12/31/2019: \$0.00 Certificate of Obligation: None
 RB Line of Credit-Railroad Commission \$25,000 CD Secured - Current Balance Available \$27,462
 Bank Texas (including CDARS and ICS) Cash Balance \$ 25,039,885.76
 Non-Depository Investments Cash Balance 494,036.20
 TaxPool: Cash Balance 2,552,544.96
 Total Cash Balance \$ 28,086,466.92

Bank Texas Interest Income: Interest Rate .00%-1.60% \$ 10,384.93
 Certificates of Deposit: Interest Rates Varies 14,790.90
 CDARS Interest Income 23,157.06
 TaxPool Interest Income: Interest Rate 1.62% 3,512.78
 Total Interest Income \$ 51,845.67

I, Becky S. Burford, County Treasurer, in and for the County of Wood, State of Texas, do hereby present the December 2019 Statement of Cash Accounts Activity, the attached Treasurer's Report of Cash Receipts and Disbursements, and the Report of Securities as true and correct statements, to the best of my knowledge, of accounts under the control of Wood County Treasurer and furthermore state that the fund balances are on deposit earning interest in accordance with the Wood County Investment Policy in accordance with the Wood County Depository Contract.

Becky S. Burford
 Becky S. Burford, Wood County Treasurer

Presented, examined, and accepted at the regular term of Commissioners Court on this the ___ day of February, 2020.

Lucy Hebron, County Judge

Virgil Holland, Jr. Commissioner Precinct 1

Jerry Gaskill, Commissioner Precinct 2

Mike Simmons, Commissioner Precinct 3

Russell Ackor, Commissioner Precinct 4

Terri Sellers
 Terri Sellers, Auditor

ATTEST:

Kelley Price, County Clerk

**WOOD COUNTY, TEXAS
RECAP OF FUNDS BY BANK ACCOUNTS
FOR THE MONTH ENDING DECEMBER 31, 2019**

Fund	Beginning Cash Balance	M-T-D Receipts	M-T-D		Ending Balance	BankTexas Quitman	Allocation of Cash			Total Cash
			Disbursements	Transfers			BankTexas CDARS	Non-Depository Banks	TexPool	
200 Road & Bridge CD Restricted	\$ 27,408.51	\$53.62	\$0.00	\$0.00	\$27,462.13	\$27,462.13	\$0.00	\$0.00	\$0.00	\$27,462.13
233 Sheriff Forfeiture Fund	3,276.41	0.00	0.00	0.00	3,276.41	3,276.41	0.00	0.00	0.00	3,276.41
401 Texas Comm. Dev. Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601 Interest and Sinking	64,227.32	125.13	0.00	0.00	64,352.45	26,444.21	0.00	0.00	37,908.24	64,352.45
890 Pooled Funds	8,189,094.69	4,258,871.63	(2,658,101.00)	1,604,405.56	11,394,270.88	8,880,842.33	0.00	0.00	2,513,428.55	11,394,270.88
890 Pooled CDs	16,539,163.67	35,328.79	0.00	(1,604,405.56)	14,970,086.90	7,349,724.48	7,126,326.22	494,036.20	0.00	14,970,086.90
895 Health Plan Fund	67,736.46	323,334.59	(193,672.98)	0.00	197,398.07	196,189.90	0.00	0.00	1,208.17	197,398.07
895 Health Plan CDs	1,348,851.77	2,565.55	0.00	0.00	1,351,417.32	820,644.79	530,772.53	0.00	0.00	1,351,417.32
898 MRP/DPC Clearing	7,139.75	5,842.96	(5,746.80)	0.00	7,235.91	7,235.91	0.00	0.00	0.00	7,235.91
District Clerk Clearing	33,402.46	30,880.03	(34,021.46)	0.00	30,261.03	30,261.03	0.00	0.00	0.00	30,261.03
JP1 Clearing	13,644.20	12,313.25	(13,663.70)	0.00	12,293.75	12,293.75	0.00	0.00	0.00	12,293.75
JP2 Clearing	13,533.97	13,904.87	(13,519.97)	0.00	13,918.87	13,918.87	0.00	0.00	0.00	13,918.87
JP3 Clearing	6,361.47	7,772.80	(6,359.97)	0.00	7,774.30	7,774.30	0.00	0.00	0.00	7,774.30
JP4 Clearing	4,505.50	7,810.38	(5,596.98)	0.00	6,718.90	6,718.90	0.00	0.00	0.00	6,718.90
Treasurer's Credit Card	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Grand Total	\$ 26,318,346.18	\$ 4,698,803.60	\$ (2,930,682.86)	\$ -	\$ 28,086,466.92	\$ 17,382,787.01	\$ 7,657,098.75	\$ 494,036.20	\$ 2,552,544.96	\$ 28,086,466.92

WOOD COUNTY, TEXAS
COMBINED STATEMENT OF CASH ACCOUNTS ACTIVITY
FOR THE YEAR-TO-DATE THROUGH DECEMBER 31, 2019

FUND CODE	FUND NAME	CASH BALANCE 9/30/2019	PRIOR-YEAR RECLASSES	REVISED CASH BALANCE 9/30/2019	RECEIPTS	DISBURSEMENTS	TRANSFER IN/(OUT)	Net Change	CASH BALANCE 12/31/2019
BUDGETED FUNDS									
OPERATING FUNDS									
100	General	\$ 17,643,914.94	\$ 22,646.27	\$ 17,666,561.21	\$ 5,106,046.34	\$ (4,756,154.53)	\$ 5,988.75	\$ 355,880.56	\$ 18,022,441.77
200	Road and Bridge Fund	5,186,642.47	(21,719.82)	5,164,922.65	1,674,450.89	(1,940,551.23)	(162.31)	(266,262.65)	4,898,660.00
270	Tobacco Settlement Fund	96,829.94	0.00	96,829.94	0.00	0.00	0.00	0.00	96,829.94
	Total Operating Funds	\$ 22,927,387.35	\$ 926.45	\$ 22,928,313.80	\$ 6,780,497.23	\$ (6,696,705.76)	\$ 5,826.44	\$ 89,617.91	\$ 23,017,931.71
SPECIAL REVENUE FUNDS									
230	CC-Records Mgmt. & Preservation	752,598.26	0.00	752,598.26	38,454.64	(33,230.08)	0.00	5,224.56	757,822.82
231	General Records Mgmt. & Preservation	34,114.29	0.00	34,114.29	3,808.32	(1,297.34)	0.00	2,510.98	36,625.27
232	CC-Records Archive Fee	428,502.14	0.00	428,502.14	35,758.96	0.00	0.00	35,758.96	465,261.10
234	Courthouse Security	64,696.53	0.00	64,696.53	6,833.84	(219.80)	(5,250.00)	1,364.04	66,060.57
235	Hotel and Motel Tax	195,650.75	(38.45)	195,612.30	30,643.78	(32,056.23)	0.00	(1,412.45)	194,199.85
236	Child Welfare	5,522.70	0.00	5,522.70	2,308.79	(1,718.23)	0.00	590.56	6,113.26
238	Crime Victims Services	5,523.96	0.00	5,523.96	207.92	(26.06)	0.00	181.86	5,705.82
239	Justice Court Technology	70,441.62	(2,058.68)	68,382.94	2,451.47	(1,452.71)	0.00	998.76	69,381.70
240	DC-Records Mgmt & Preservation	26,556.48	0.00	26,556.48	1,052.36	0.00	0.00	1,052.36	27,608.84
241	JP Building Security Fee	26,354.99	2,058.68	28,413.67	618.13	(20,181.88)	0.00	(19,563.73)	8,849.94
242	Elections Special	60,101.64	0.00	60,101.64	298.94	0.00	0.00	298.94	60,400.58
243	Guardianship	56,987.44	0.00	56,987.44	1,627.01	0.00	0.00	1,627.01	58,614.45
244	CC-Technology	7,631.55	0.00	7,631.55	314.76	0.00	0.00	314.76	7,946.31
245	DC-Technology	17,805.12	0.00	17,805.12	1,018.98	0.00	0.00	1,018.98	18,824.10
246	DC-Records Archive Fee	54,873.51	0.00	54,873.51	1,851.70	0.00	0.00	1,851.70	56,725.21
247	DC-CT Records Preservation	32,780.01	0.00	32,780.01	698.49	0.00	0.00	698.49	33,478.50
260	Law Library	56,894.32	0.00	56,894.32	4,718.71	(840.00)	0.00	3,878.71	60,773.03
305	Constable Forfeiture	4,104.82	(838.00)	3,266.82	13.47	(2,670.92)	0.00	(2,657.45)	609.37
	Total Special Revenue Funds	\$ 1,902,140.13	\$ (876.45)	\$ 1,901,263.68	\$ 132,680.27	\$ (93,693.23)	\$ (5,250.00)	\$ 33,737.04	\$ 1,935,000.72
OTHER FUNDS									
250	Right of Way	863,490.68	0.00	863,490.68	4,354.89	0.00	0.00	4,354.89	867,845.57
281	Community Supervision & Corr.	401,796.10	0.00	401,796.10	128,133.96	(119,204.00)	0.00	8,929.96	410,726.06
290	Juvenile Probation Department	(6,501.09)	0.00	(6,501.09)	86,482.00	(72,557.15)	0.00	13,924.85	7,423.76
892	Historical Commission	47,327.08	0.00	47,327.08	321.52	(786.96)	10,000.00	9,534.56	56,861.64
	Total Other Funds	\$ 1,306,112.77	\$ -	\$ 1,306,112.77	\$ 219,292.37	\$ (192,548.11)	\$ 10,000.00	\$ 36,744.26	\$ 1,342,857.03
	TOTAL BUDGETED FUNDS	\$ 26,135,640.25	\$ 50.00	\$ 26,135,690.25	\$ 7,132,469.87	\$ (6,982,947.10)	\$ 10,576.44	\$ 160,099.21	\$ 26,295,789.46
NON-BUDGETED AND NON-COUNTY FUNDS									
880	Treasurer's State Fees	70,725.78	(50.00)	70,675.78	99,397.36	(90,928.38)	(10,576.44)	(2,107.46)	68,568.32
891	Payroll Fund	355,320.23	(1,140.57)	354,179.66	0.00	(354,179.66)	0.00	(354,179.66)	(0.00)
999	Upper Sabine Valley Waste Mgmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL NON-BUDGETED FUNDS	\$ 426,046.01	\$ (1,190.57)	\$ 424,855.44	\$ 99,397.36	\$ (445,108.04)	\$ (10,576.44)	\$ (356,287.12)	\$ 68,568.32
	TOTAL CASH IN POOLED ACCOUNTS	\$ 26,561,686.26	\$ (1,140.57)	\$ 26,560,545.69	\$ 7,231,867.23	\$ (7,428,055.14)	\$ -	\$ (196,187.91)	\$ 26,364,357.78
CASH IN BANK - POOLED CASH ACCOUNTS									
890	AP Pooled Cash	1,505,476.94	0.00	1,505,476.94	5,385.02	(3,560,831.01)	3,270,000.00	(285,445.99)	1,220,030.95
890	Payroll Pooled Cash	1,502,962.40	(1,140.57)	1,501,821.83	4,694.14	(3,861,584.13)	3,145,000.00	(711,889.99)	789,931.84
890	Deposits Pooled Cash	8,755,215.92	0.00	8,755,215.92	7,126,471.06	0.00	(9,015,357.44)	(1,888,886.38)	6,866,329.54
890	CD Investments	4,114,942.59	0.00	4,114,942.59	34,768.89	0.00	3,200,013.00	3,234,781.89	7,349,724.48
890	CD Non-Depository	492,178.22	0.00	492,178.22	1,857.98	0.00	0.00	1,857.98	494,036.20
890	CDARS Investments	8,682,910.47	0.00	8,682,910.47	47,821.31	0.00	(1,604,405.56)	(1,556,584.25)	7,126,326.22
890	TexPool Pooled Investments	1,502,559.72	0.00	1,502,559.72	10,868.83	0.00	1,000,000.00	1,010,868.83	2,513,428.55
890	Jury Pooled Cash	5,440.00	0.00	5,440.00	0.00	(5,640.00)	4,750.00	(890.00)	4,550.00
	TOTAL CASH IN BANK - POOLED CASH ACCOUNTS	\$ 26,561,686.26	\$ (1,140.57)	\$ 26,560,545.69	\$ 7,231,867.23	\$ (7,428,055.14)	\$ 0.00	\$ (196,187.91)	\$ 26,364,357.78

(0.00)

PAGE 2: DECEMBER 2019 YEAR-TO-DATE REPORT

FUND CODE	FUND NAME	CASH BALANCE		PRIOR-YEAR RECLASSES	RECEIPTS	DISBURSEMENTS	TRANSFER IN/(OUT)	Net Change	CASH BALANCE 12/31/2019
		9/30/2019	REVISED 10/01/2019						
CASH IN BANK - NON POOLED CASH ACCOUNTS - NON-BUDGET									
BANKTEXAS ACCOUNTS									
200	Road & Bridge CD RRC Restricted	\$ 27,289.82	\$ 27,289.82	0.00	\$ 162.31	\$ 0.00	0.00	\$ 162.31	\$ 27,452.13
233	Sheriff's Forfeiture Fund (Budgeted)	3,276.41	3,276.41	0.00	0.00	0.00	0.00	0.00	3,276.41
401	Interest & Sinking	26,233.67	26,233.67	0.00	0.00	0.00	0.00	0.00	0.00
895	Health Plan CD	316,193.15	316,193.15	0.00	210.54	0.00	0.00	210.54	26,444.21
895	Health Plan CDARS	516,557.15	516,557.15	0.00	1,014,189.39	(834,191.64)	(300,001.00)	(200,003.25)	196,189.90
898	MRP/IPC Clearing	11,964.34	527,533.96	0.00	4,086.64	0.00	300,001.00	304,087.64	820,644.79
	District Clerk Clearing	22,120.01	11,964.34	0.00	3,238.57	0.00	0.00	3,238.57	530,772.53
	JP1 Clearing	17,807.75	22,120.01	0.00	17,515.34	(22,243.77)	0.00	(4,728.43)	7,235.91
	JP2 Clearing	13,091.03	17,807.75	0.00	106,305.43	(98,164.41)	0.00	8,141.02	30,261.03
	JP3 Clearing	8,067.27	13,091.03	0.00	44,513.17	(50,027.17)	0.00	(5,514.00)	12,293.75
	JP4 Clearing	4,479.50	8,067.27	0.00	41,411.21	(40,563.37)	0.00	827.84	13,918.87
	Treasurer's Credit Card	0.00	4,479.50	0.00	22,640.34	(22,933.31)	0.00	(292.97)	7,774.30
	TOTAL BANKTEXAS - NON POOLED CASH ACCOUNT	1,494,624.06	1,494,624.06	0.00	19,079.97	(16,840.57)	0.00	2,239.40	6,718.90
TEXPOOL ACCOUNTS									
601	Interest & Sinking	37,742.64	37,742.64	0.00	165.60	0.00	0.00	165.60	37,908.24
895	Health Plan	1,203.00	1,203.00	0.00	5.17	0.00	0.00	5.17	1,208.17
	TOTAL TEXPOOL - NON POOLED CASH ACCOUNTS	\$ 38,945.64	\$ 38,945.64	-	\$ 170.77	\$ 0.00	\$ 0.00	\$ 170.77	\$ 39,116.41
	TOTAL CASH IN BANK - NON POOLED CASH ACCOUNTS	\$ 1,533,569.70	\$ 1,533,569.70	-	\$ 1,273,623.88	\$ (1,084,984.24)	\$ 0.00	\$ 188,539.44	\$ 1,722,109.14
	TOTAL CASH IN BANK - ALL TREASURER'S ACCOUNTS	\$ 28,095,255.96	\$ (1,140.57)	\$ 28,094,115.39	\$ 8,505,390.91	\$ (8,513,039.36)	\$ 0.00	\$ (7,648.47)	\$ 28,086,466.92

Miscellaneous Information
 Indebtedness as of 12/31/2019: \$0.00 Certificate of Obligation: None
 RB Line of Credit-Railroad Commission \$25,000 CD Secured - Current Balance Available \$27,462
 Bank Texas (including CDARS and ICS) Cash Balance
 Non-Depository Investments Cash Balance
 TexPool: Cash Balance
 Total

Bank Texas Interest Income:
 Certificates of Deposit:
 CDARS Interest Income:
 TexPool Interest Income:
 Total Interest Income

I, Becky S. Burford, County Treasurer, in and for the County of Wood, State of Texas, do hereby present the December 2019 Statement of Cash Accounts Activity, the attached Treasurer's Report of Cash Receipts and Disbursements, and the Report of Securities as true and correct statements, to the best of my knowledge, of accounts under the control of Wood County Treasurer and furthermore state that the fund balances are on deposit earning interest in accordance with the Wood County Investment Policy existing interest in accordance with the Wood County Depository Contract.

Presented, examined, and accepted at the regular term of Commissioners Court on this the ___ day of February 2020.

Becky S. Burford
 Becky S. Burford, Wood County Treasurer

Lucy Hebron, County Judge

Virgil Holland, Jr. Commissioner Precinct 1

Jerry Gaskill, Commissioner Precinct 2

Mike Simmons, Commissioner Precinct 3

Russell Acker, Commissioner Precinct 4

Terrill Sellers, Auditor

ATTEST:

Kelley Price, County Clerk

**WOOD COUNTY, TEXAS
 RECAP OF FUNDS BY BANK ACCOUNTS
 FOR THE YEAR-TO-DATE ENDING DECEMBER 31, 2019**

Fund	Beginning Cash Balance	M-T-D Receipts	M-T-D		Ending Balance	BankTexas Quitman	Allocation of Cash			Total Cash
			Disbursements	Transfers			BankTexas CDARS	Non-Depository Banks	TexPool	
200 Road & Bridge CD Restricted	\$ 27,299.82	\$162.31	\$0.00	\$0.00	\$27,462.13	\$27,462.13	\$0.00	\$0.00	\$0.00	\$27,462.13
233 Sheriff Forfeiture Fund	3,276.41	0.00	0.00	0.00	3,276.41	3,276.41	-	-	-	3,276.41
401 Texas Comm. Dev. Program	0.00	0.00	0.00	0.00	0.00	-	-	-	-	0.00
601 Interest and Sinking	63,976.31	376.14	0.00	0.00	64,352.45	26,444.21	-	-	37,908.24	64,352.45
890 Pooled Funds	13,270,514.41	7,147,419.05	(7,428,055.14)	(1,595,607.44)	11,394,270.88	8,880,842.33	-	-	2,513,428.55	11,394,270.88
890 Pooled CDs	13,290,031.28	84,448.18	0.00	1,595,607.44	14,970,086.90	7,349,724.48	7,126,326.22	494,036.20	-	14,970,086.90
895 Health Plan Fund	317,396.15	1,014,194.56	(834,191.64)	(300,001.00)	197,398.07	196,189.90	-	-	1,208.17	197,398.07
895 Health Plan CDs	1,044,091.11	7,325.21	0.00	300,001.00	1,351,417.32	820,644.79	530,772.53	-	-	1,351,417.32
898 MRP/DPC Clearing	11,964.34	17,515.34	(22,243.77)	0.00	7,235.91	7,235.91	-	-	-	7,235.91
District Clerk Clearing	22,120.01	106,305.43	(98,164.41)	0.00	30,261.03	30,261.03	-	-	-	30,261.03
JP1 Clearing	17,807.75	44,513.17	(50,027.17)	0.00	12,293.75	12,293.75	-	-	-	12,293.75
JP2 Clearing	13,091.03	41,411.21	(40,583.37)	0.00	13,918.87	13,918.87	-	-	-	13,918.87
JP3 Clearing	8,067.27	22,640.34	(22,933.31)	0.00	7,774.30	7,774.30	-	-	-	7,774.30
JP4 Clearing	4,479.50	19,079.97	(16,840.57)	0.00	6,718.90	6,718.90	-	-	-	6,718.90
Treasurer's Credit Card	0.00	0.00	0.00	0.00	0.00	-	-	-	-	0.00
Grand Total	\$ 28,094,115.39	\$ 8,505,390.91	\$ (8,513,039.38)	\$ -	\$ 28,086,466.92	\$ 17,382,787.01	\$ 7,657,098.75	\$ 494,036.20	\$ 2,552,544.96	\$ 28,086,466.92

SECURITIES PLEDGED TO WOOD COUNTY, TEXAS
Report as of December 31, 2019

Pledge Date	Description	CUSIP	Maturity Date	Current Par	Market Value 30-Nov-19	Market Value 31-Dec-19	
02/07/2013	Arlington TX ISD	041826XC7	02/15/2020	100,000	100,248	100,228	
02/09/2013	Ferris TX	31569CT3	03/01/2021	105,000	105,264	105,238	(\$22)
02/07/2013	Ferris TX	315689CU0	03/01/2022	110,000	110,271	110,242	(\$26)
08/27/2019	Carthage Tx	146717NZ2	08/15/2023	590,000	631,282	624,710	(\$6,572)
01/09/2019	Randall Co. TX	752278KH3	08/01/2025	415,000	450,802	451,313	\$511
08/19/2019	Pearson PL Raod Dist Tx	7051TAK9	08/15/2027	200,000	222,158	222,772	\$614
05/31/2017	Wylie-Ref Tx	983064TWW6	02/15/2029	625,000	645,375	645,068	(\$307)
01/03/2018	FHLMC	3132LKA34	10/01/2030	2,192,607	2,262,679	2,247,084	(\$15,595)
	Fort Worth 15 High LTV	3132LKA34	10/01/2030	1,000,000		1,221,130	\$1,221,130
	Plano ISD-Bldg TX	727199YK1	02/15/2031	1,000,000		1,127,430	\$1,127,430
01/04/2019	Denton Util Sys TX	249015C89 #2	12/01/2034	500,000	598,355	598,110	(\$245)
	FHLMC 20YR	3132J4AN9	01/01/2035	48,025	52,362	51,171	(\$1,191)
	Temple TX Indep Sch D TX	88081PC2	02/01/2035	1,000,000		1,105,660	\$1,105,660
	Conroe ISD - REF TX	208418F24	02/15/2035	1,000,000		1,126,870	\$1,126,870
	Waller ISD - REF TX	932493GN3	02/15/2035	1,000,000		1,105,980	\$1,105,980
	Waller ISD - REF TX	932493GN3	02/15/2035	1,000,000		1,105,960	\$1,105,960
01/04/2019	Newark Hgr Edu-A-REF TX	650346BN8	08/15/2035	500,000	543,320	543,375	\$55
10/02/2019	Longview- IMPT TX	543247Y53	09/01/2035	2,000,000	2,281,500	2,283,060	\$1,560
01/04/2019	Jourdanton ISD-GLDG TX	481124EA9	02/15/2036	535,000	630,551	630,091	(\$460)
11/15/2019	Crowley ISD-B-REF TX	228130DU1	08/01/2036	1,000,000	1,173,030	1,171,860	(\$1,170)
11/15/2019	San Antonio ISD-A-REF TX	795269XV5	08/01/2036	1,000,000	1,115,370	1,117,260	\$1,890
11/15/2019	Buda TX	118828HC9	08/15/2036	1,000,000	1,080,760	1,090,730	(\$30)
01/04/2019	Lubbock Cooper ISD TX	549108SC3	02/15/2037	530,000	588,941	590,144	\$1,203
01/03/2018	Conroe-A-CTFS Oblig TX	208399G82	03/01/2037	420,000	470,425	470,584	\$139
11/15/2019	Austin ISD TX	052430PT6	08/01/2037	1,115,000	1,333,016	1,332,113	(\$903)
11/15/2019	Hutto - CTFS Oblig Tx	448474PM2	08/01/2037	1,000,000	1,112,730	1,113,250	\$520
10/02/2019	Fomey ISD-REF TX	346425BZ3	08/15/2037	1,255,000	1,484,979	1,484,163	(\$816)
				\$21,240,632	\$17,003,418	\$23,775,554	\$6,772,136
				0	0	0	0

TxPool Verified 7/5/2012
100.23%

Total BankTexas Account Balances as of report date:

12,121,934 18,656,624
140% 127% •

WOOD COUNTY, TEXAS
INVESTMENT ACTIVITY FOR NOVEMBER 30, 2019

CD ID	Description	Acct	Maturity Date	Original Principal	Prior Balance	11/30/2019			Current Balance	Accrued		Accumulated
						Purchases/Deposits	Interest Credited	Withdrawals		This Month's	Unpaid Interest	
16-17485	DPC 12 MONTH	DPC	11/12/2020	500,000.00	\$	542,075.96	913.36	12/31/2019	632.52	\$	632.52	
18-17507	DPC 12 MONTH	DPC	11/10/2020	250,000.00	271,031.97	456.68	316.26	271,484.67	632.52	\$	316.26	
50-1182	HP 365 DAY	HP	11/10/2020	75,000.00	81,337.33	137.00	84.87	81,448.37	117.95	\$	84.87	
50-1182	DPC 365 DAY	DPC	10/15/2020	124,200.00	119,560.82	0.00	0.00	119,560.82	173.69	\$	173.69	
50-1884	DPC 365 DAY	DPC	10/15/2020	124,200.00	125,953.36	0.00	0.00	125,953.36	152.38	\$	152.38	
61-8885	DPC 365 DAY	DPC	10/16/2020	117,600.00	124,556.01	0.00	0.00	124,556.01	152.38	\$	152.38	
96-14189	365 DAY	HP	12/31/2020	500,000.00	531,969.40	1,074.09	0.00	532,443.49	584.80	\$	584.80	
123-CD 24	month	DPC	08/12/2020	500,000.00	538,489.18	273.88	0.00	539,123.13	584.80	\$	584.80	
124-CD 24	month	DPC	08/12/2020	500,000.00	538,150.04	273.88	0.00	538,723.92	584.80	\$	584.80	
1971	CDARS 30 Month	DPC	02/08/2020	750,000.00	787,297.47	4,904.78	(802,203.31)	0.00	0.00	\$	0.00	
1981	CDARS 30 Month	DPC	02/08/2020	750,000.00	787,298.52	4,904.78	(802,203.31)	0.00	0.00	\$	0.00	
1991 & 1	CDARS 30 Month	DPC	03/18/2020	750,000.00	789,745.67	1,516.09	0.00	804,261.76	0.00	\$	0.00	
200H & 1	CDARS 30 Month	DPC	03/18/2020	750,000.00	787,565.17	1,622.39	0.00	789,128.55	0.00	\$	0.00	
201H	CDARS 30 Month	HP	03/18/2020	250,000.00	265,834.31	540.78	0.00	266,375.10	0.00	\$	0.00	
202G & H	CDARS 30 Month	DPC	04/30/2020	750,000.00	789,921.67	1,657.82	0.00	791,579.49	0.00	\$	0.00	
203G	CDARS 30 Month	DPC	08/11/2020	750,000.00	784,055.73	1,500.96	0.00	785,556.69	0.00	\$	0.00	
204F & G	CDARS 30 Month	HP	08/06/2020	750,000.00	791,695.73	1,500.83	0.00	793,196.56	0.00	\$	0.00	
205G	CDARS 30 Month	DPC	08/06/2020	750,000.00	791,698.75	1,500.83	0.00	793,199.58	0.00	\$	0.00	
206C	CDARS 30 Month	DPC	08/06/2020	750,000.00	772,844.81	500.28	0.00	773,345.09	0.00	\$	0.00	
207C	CDARS 30 Month	DPC	08/17/2020	750,000.00	772,844.81	500.28	0.00	773,345.09	0.00	\$	0.00	
208-CD DPC 12 MONTH		DPC	08/17/2020	850,000.00	895,109.27	647.55	0.00	895,756.82	0.00	\$	0.00	
209-CD DPC 12 MONTH		DPC	08/17/2020	850,000.00	895,109.27	647.55	0.00	895,756.82	0.00	\$	0.00	
210-CD HP 12 MONTH		HP	08/17/2020	850,000.00	895,109.27	647.55	0.00	895,756.82	0.00	\$	0.00	
211-CD 24 month		DPC	08/17/2020	850,000.00	895,109.27	647.55	0.00	895,756.82	0.00	\$	0.00	
212-CD 24 month		DPC	08/17/2020	850,000.00	895,109.27	647.55	0.00	895,756.82	0.00	\$	0.00	
213-CD 12 month		DPC	10/03/2021	500,000.00	500,872.55	560.38	0.00	501,432.93	0.00	\$	0.00	
214-CD 24 month		DPC	10/03/2021	500,000.00	500,872.55	560.38	0.00	501,432.93	0.00	\$	0.00	
215-CD 12 month		DPC	10/31/2021	500,000.00	500,872.55	560.38	0.00	501,432.93	0.00	\$	0.00	
216-CD 12 month		DPC	10/31/2020	850,000.00	851,435.20	872.02	0.00	852,307.22	0.00	\$	0.00	
Restricted	RB CD -1703 RRC	HP	10/31/2020	300,000.00	300,508.48	1,482.43	0.00	301,990.91	0.00	\$	0.00	
Total CDs		DPC	02/26/2020	25,000.00	27,403.51	53.62	0.00	27,457.13	8.93	\$	8.93	
TEXPOOL				17,210,970.00	17,915,423.95	37,947.86	(1,604,405.95)	16,348,966.35	5,980.24	\$	6,851.04	
Deposit Pooled Cash		DPC		236		0.00		(18,348,966.35)	0.00	\$	0.00	
Interest & Sinking		I&S			2,509,869.54	3,459.01		2,513,428.55	n/a	\$	n/a	
Health Plan		HP			37,656.04	52.20		37,708.24	n/a	\$	n/a	
Total Pools					2,547,525.58	3,511.21		2,551,036.79	n/a	\$	n/a	
Insured Cash Sweep Accounts										\$		
Deposits Pooled Cash		Daily	n/a		2,646,130.67	5,428,606.86		6,233,468.70	n/a	\$	n/a	
Accounts Payable Cash		Daily	n/a		1,471,718.60	1,019,642.40		1,453,142.80	n/a	\$	n/a	
Payroll Cash		Daily	n/a		1,096,805.88	761,317.28		939,951.02	n/a	\$	n/a	
Health Plan		Daily	n/a		253,943.34	278,677.35		348,600.09	n/a	\$	n/a	
Total Sweeps					5,468,603.47	7,486,243.89		8,981,162.61		\$		
Total Investments				206	25,933,059.60	7,486,243.89		27,882,673.92	5,980.24	\$	6,851.04	
Investments By Type										\$		
BT - Traditional CD										\$		
BT - CDARS										\$		
Non-Depository CD										\$		
BT-Restricted CD										\$		
BT-ICS *										\$		
Money Market Accts										\$		
Pools										\$		
Total										\$		
* Does not include in-transit items which can be either positive or negative.												
Note: BT - BankTexas is the county's placement bank for both CDARS and ICS accounts into other FDIC covered banks. For bank details see Supplemental Investment Schedule.												
I hereby submit the above report in addition to attached Supplemental Investment Schedule as the written report of investment transactions for all invested funds held by Wood County Treasurer for period shown above and certify that these investments are in compliance with the local investment policy and Public Funds Investment Act.												
											01/30/2020	
											Becky S. Burford, Wood County Treasurer	
											Wood County Investment Officer	



LUCY HEBRON
Wood County Judge

P.O. Box 938
Quitman, Texas 75783

March 10, 2020

Linda Thomas, Chair
North East Texas Regional Mobility Authority
206 Fountain Bleu Avenue
Longview, Texas 75605-4729

Re: Appointment of Wood County Representative to the RMA Board for Term Ending
February 1, 2022

Linda:

Please accept this correspondence as confirmation of the continuation of the appointment of Mr. Jason Ray as the approved representative of Wood County on the North East Texas Regional Mobility Authority Board. The name of Mr. Ray was duly submitted to and unanimously approved by the Wood County Commissioners Court at a regularly scheduled meeting on March 10, 2020.

We ask that you swear in Mr. Ray as our representative at your next regularly scheduled Board meeting. We are quite excited about having Mr. Ray continue as our representative.

Sincerely,

A handwritten signature in cursive script that reads "Lucy Hebron".

Lucy Hebron
County Judge

LH/md



FILED
2020 MAR -2 PM 2:20
DISTRICT CLERK
DISTRICT COURT
WOOD COUNTY, TEXAS

THE STATE OF TEXAS

TENTH ADMINISTRATIVE JUDICIAL REGION
AMENDED
ORDER OF ASSIGNMENT BY THE PRESIDING JUDGE

Pursuant to Section 74.056, Texas Government Code, I assign
The Honorable Lauren Parish, Senior Judge of the 155th District Court
To the 402nd District Court in Wood County

This assignment is for the cause(s) and style(s) as stated in the conditions of assignment from this date until plenary power has expired or the Presiding Judge has terminated this assignment in writing, whichever occurs first.

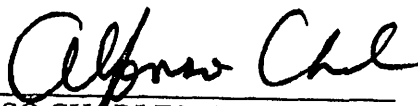
CONDITIONS OF ASSIGNMENT, IF ANY:

Cause No. 2019-680 Philip J. Emerson, Jr. vs. Holly Lake Ranch Association, Brian South, Rodney Duplechain, Dennis Dossey, Dan Ouimet, Belinda Flowers, Pam Schmidt, Chuck Bahr, Danny Jackson, Monica Milbradt, Darrell Cook, Bob Bulla, Sandra Wells, Jerry key, Hartzel Black and Craig M. Daugherty

In addition, whenever the Assigned Judge is present in the county of assignment for a hearing in the above cause(s), the judge is also assigned and empowered to hear, at that time, any other matters presented for hearing.

IT IS ORDERED that the Clerk of the Court to which this assignment is made, if it is reasonable and practicable, and if time permits, give notice of this assignment to each party to a case that is to be heard in whole or in part by the Assigned Judge.

Signed this ___ day of MAR 02 2020, 2020.


ALFONSO CHARLES, Presiding Judge
Tenth Administrative Judicial Region

Assignment No. 869

**RESOLUTION OF THE
WOOD COUNTY COMMISSIONERS COURT,
NOMINATING CANDIDATE FOR THE BOARD OF DIRECTORS FOR THE
WOOD COUNTY APPRAISAL DISTRICT**

WHEREAS, On the 10th day of March, 2020, the Wood County Commissioners Court considered **Paul Bradshaw** as a candidate nominated by Wood County, Texas for the Board of Directors of the Wood County Appraisal District.

NOW THEREFORE, The Wood County Commissioners Court nominates **Paul Bradshaw** as a candidate for the Board of Directors of the Wood County Appraisal District.

Passed this 10th day of March, 2020.

Lucy Hebron, County Judge

Commissioner, Precinct #1

Virgil Holland

Commissioner, Precinct #2

Jerry Gaskill

Commissioner, Precinct #3

Mike Simmons

Commissioner, Precinct #4

Russell Acker

ATTEST:
County Clerk

Kelley Price

**JOINT RESOLUTION OF TRIAL JUDGES OF
WOOD COUNTY, TEXAS**

WHEREAS, Section 411.209 of the Texas Government Code provides that a governmental subdivision may not exclude the holder of a handgun license from carrying a handgun on premises owned or leased by the governmental agency, except as provided by the Texas Penal Code; and

WHEREAS, Section 46.03 of the Texas Penal Code prohibits the carrying of handguns, even by holders of a handgun license, on the premises of any government court or offices utilized by the court; and

WHEREAS, the Wood County Courthouse was constructed in 1925, and currently has four occupied floors with one elevator and two staircases, and with a central lobby area on each floor allowing access to the staircases and elevator; and whereas only the first floor is accessible from outside to those persons covered by the Americans with Disabilities Act; and

WHEREAS, the Wood County Courthouse has courtrooms on the second and third floors, but public restrooms only on the first and third floors; and

WHEREAS, jail inmates can only enter the courthouse from the first floor entrance, can only be transported to the various courtrooms by the elevator or stairs shared by the general public, jurors, parties and witnesses in civil and criminal cases, and courthouse personnel using restroom facilities; and

WHEREAS, Section 46.035 (f) (3) of the Texas Penal Code defines "premises" as building or portion of a building; and

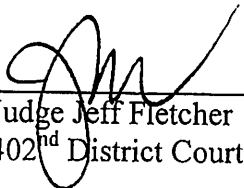
WHEREAS, the unique design and layout of the Wood County Courthouse makes it physically impossible to secure only a portion of the courthouse, or portion of any floor therein; and

WHEREAS, ATTORNEY GENERAL OPINION KP-0047 (dated December 21, 2015) recognizes that flexibility is necessary to accommodate the different kinds of spaces courts utilize in various types of buildings, and whereas, the Attorney General further opines that each government court itself can determine what offices are essential to its operation; and

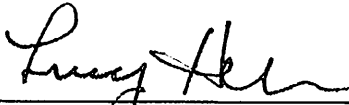
THEREFORE, BE IT RESOLVED, that the judges of the District Court and County Court of Wood County find that the entire Wood County Courthouse is essential for the efficient and secure operation of the two trial courts located in the Wood County Courthouse;

BE IT FURTHER RESOLVED, that the judges of the District Court and County Court of Wood County, Texas respectfully request the Wood County Commissioners Court to take all necessary action to prohibit the carrying of handguns in the Wood County Courthouse, except by law enforcement personnel, and specifically excluding holders of handgun licenses from carrying handguns in the Wood County Courthouse.

Executed this _____ day of _____, 2020.



Judge Jeff Fletcher
402nd District Court



Judge Lucy Hebron
Wood County Court

Order Setting the Terms of the Constitutional County Court

On a motion by Commissioner _____, second by Commissioner _____, and after a vote of _____ ayes and _____ nays it is hereby ordered that:

Pursuant to Article 5 Section 29, Texas Constitution, and subject to Section 26.002, Texas Government Code, the Constitutional County Court of Wood County, Texas shall convene for the following permanent terms:

First term: Beginning on the first day of November and ending on the last day of January;

Second term: Beginning on the first day of February and ending on the last day of April;

Third term: Beginning on the first day of May and ending on the last day of July; and

Fourth term: Beginning on the first day of August and ending on the last day of October.

Adopted this _____ day of _____, 2020

Lucy Hebron, County Judge

Attest:

Kelley Price, County Clerk

**SECURITY EQUIPMENT LEASE
AND
MAINTENANCE CONTRACT**

Amended February 2020

This SECURITY EQUIPMENT LEASE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between J. GREGORY BOWEN (doing business as J. G. BOWEN & ASSOCIATES) ("Company") and WOOD COUNTY COMMISSIONERS COURT ("Subscriber") (collectively the "Parties"), effective of the last date of each of the Parties to sign below (the "Effective Date").

This Contract applies specifically and only to the facility known as WOOD COUNTY COURTHOUSE ("Facility"). The Agreement supersedes any prior contracts between Company and Subscriber pertaining to the leased Keyscan Access Control System at this Facility only. All other contracts between Company and Subscriber pertaining to other facilities or locations remain in full force and effect and are not altered, amended or modified by this Contract.

Terms and Conditions

1. Fees.

a. Subscriber shall pay an Installation Fee in the amount of \$ 1,229.00 within 15 days of the Effective Date of this Contract. **FEE WAIVED FEBRUARY 2020**

b. Subscriber shall pay a monthly Subscription Fee in the amount of \$506.00 per month. The Subscription Fee shall be paid in advance and shall be paid on or before the first day of each month beginning on the month following the month of installation of the security equipment.

c. Subscriber shall pay a Late Fee in the amount of \$ 20.00 for each payment not received by Company by the 15th day of each month for which it is due.

2. Term.

The term of this Lease Contract is 60 months from the Effective Date of this Contract. It is hereby further agreed that said Contract shall automatically renew from term to term, unless either Company or Subscriber provides written notice to the other of its intention not to renew 30 days prior to the termination of the current term period.

3. Equipment.

a. Within 90 days of the Effective Date of the Contract, Company shall install the Equipment as described and identified on the attached Exhibit A – Security Equipment and Specifications. Subscriber agrees, acknowledges and understands that said Equipment is the sole property of Company and shall remain the sole property of Company.

b. Company shall maintain the Equipment in good working order and repair. Maintenance of said Company's equipment shall be the financial burden of the Company. Subscriber shall notify Company of any inoperative equipment or needed repairs.

c. In the event the Equipment is damaged due to misuse or abuse as determined by the Company, Subscriber shall pay the costs incurred by Company to repair and/or replace said damaged equipment.

d. In the event the Equipment is damaged or stolen as the result of criminal activity, Subscriber agrees to file a claim on Subscriber's insurance policy for recovery of the Company's loss incurred. Subscriber agrees to cooperate fully with Company's efforts to recover on such claim. Subscriber agrees to take measures proscribed by Company and/or law enforcement to prevent such criminal activity. If subsequent criminal activity results in damage to Company's Equipment, then Company at Company's election, may terminate this Contract and remove Company's Equipment from the Facility; Subscriber shall have no further obligation to pay monthly Subscription Fees if Company elects to terminate under this provision.

4. **Modifications.**

Modifications or additions to the Equipment or Specifications of the system are not included in the above stated Fees. Any modifications or additions shall be agreed to by a written Change Order to this Contract and shall include the additional fees and costs associated therewith.

5. **Breach.**

Subscriber's failure to pay the Monthly Subscription Fees for a period of 90 days shall be a breach of this Contract. Subscriber agrees and understands that Company's remedies shall include (1) removal of all of the Equipment at the Facility and (2) liquidated damages in an amount equal to the number of remaining months of the Contract Term multiplied by the monthly Subscription Fee.

Company's failure to maintain the System and Equipment in good working order shall be a breach of this Contract. Subscriber must provide Company with actual notice of any system failure or inoperative equipment and Company shall have a period of 21 days in which to complete the necessary repairs. Such repair period shall be extended for such time as is necessary to obtain replacement equipment or parts. Company is not in breach for any period of time in which the system is inoperative as a result of communications or power failure or other factors not within the control of Company. Company is not in breach under this provision if Company is taking reasonable steps to repair a known equipment failure or identify the source of an inoperative system.

6. Disclaimer and Limitation of Liability.

Subscriber agrees and understands that Company is not an insurer of Subscriber or Subscriber's residents, visitors, directors, officers, employees or customers. Subscriber shall maintain adequate levels of general liability insurance coverage, including personal injury and property loss or damage for Subscriber's premises. Subscriber agrees and understands that the Company shall not in any manner be held liable or responsible for any theft or destruction of Subscriber's property arising from illegal entry by unauthorized person or persons, and that the Fees being charged by the Company are not sufficient to guarantee that no loss will occur. Therefore, notwithstanding the above provisions, shall there at any time be, or arise, any liability on the part of Company by virtue of the Agreement, whether due to the actions of the Company or otherwise, such liability shall be limited to the sum of \$250.00. Subscriber shall indemnify and hold harmless Company against judgments, settlements and costs to defend same, in connection with any claim, action, or lawsuit brought against Company by virtue of this Contract or Company's equipment lease and maintenance under this Contract.

7. General Provisions.

a. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Wood County, Texas shall be the venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arises out of, in connection with or by reason of this Contract.

b. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to constitute a waiver by a party of any subsequent breach of the same or other provision hereof. Any breach, once waived, shall not be considered for subsequent penalty.

c. Legal Fees and Costs. In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover such legal expenses, including without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

d. Entire Contract. This Contract contains the entire understanding of the Parties hereto respecting the subject matter, and no party shall be entitled to other benefits than those specified herein. As between or among the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect. All prior representations or agreements, whether written or oral, not expressly incorporated herein, are superseded, and no changes in or additions to this Contract shall be recognized unless and until made in writing and signed by all parties hereto.

e. Severability of Provisions. In the event that any one or more of the covenants, agreements, terms, and provisions contained in this Contract shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, and provisions contained herein shall be in nowise affected, prejudiced, or disturbed thereby.


f. **Joint Preparation.** This Contract shall be deemed to have been jointly prepared by all parties hereto, and no ambiguity of this Contract shall be construed for or against any party based upon the identity of the author of this Contract or any portion thereof.

8. **Representations and Authorization.**

The undersigned representative of Subscriber warrants and affirms that he/she has authority to execute and deliver this Contract on behalf of Subscriber and that the terms, conditions and obligations have been duly authorized by Subscriber.

AGREED TO BY EACH OF THE UNDERSIGNED AS FOLLOWS:

J. G. BOWEN & ASSOCIATES

By: 
J. Gregory Bowen
P.O. Box 333
Mineola, Texas 75773
903-857-2388

Dated: 2-20, 2020

WOOD COUNTY COMMISSIONERS COURT

By: _____

Dated: _____, 2020

Title: _____

Wood County Courthouse
Quitman, TX 75783

BASSMASTER® HOST AGREEMENT

Agreement between Wood County Economic Development Commission, located at 311 CR 2355, Mineola, TX 75773 ("HOST") and B.A.S.S., LLC, a Delaware limited liability company ("B.A.S.S."), having a mailing address of 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243.

Whereas, B.A.S.S. is in the business of staging fishing tournaments and is desirous of conducting and promoting the 2020 Bassmaster Elite Series ("Tournament"), with the Tournament dates of June 5-9, 2020.

Whereas, the parties desire to enter into an agreement detailing the responsibilities in relation to the Tournament.

Now therefore, the parties hereto do hereby agree and covenant as follows:

1. B.A.S.S. shall use commercially reasonable efforts to conduct the Tournament and provide additional deliverables as listed.
2. **Tournament and Event Operations.** B.A.S.S. will stage and be responsible for all expenses incurred in connection with the Tournament (with the exception of those listed below as the Host's responsibility), including the obtaining of all necessary licenses and lake or fishery permits; provide rules and regulations for the Tournament, and solicit and acquire all entries for the Tournament; arrange for all assignment of observers during tournament briefing; pay the expenses of all personnel specifically engaged by B.A.S.S. to work in connection with the Tournament. B.A.S.S. to brief, supervise and instruct all volunteers working in connection with the Tournament.
3. **Public Relations, Advertising and Media Exposure.** B.A.S.S. to:
 - a. Publicize the event and schedule of events of the tournament.
 - b. List host destination on www.bassmaster.com page dedicated to tournament trail, including specific event web page.
 - c. Post Tournament results in Bassmaster Magazine, B.A.S.S. TIMES, and www.bassmaster.com.
 - d. Provide host the ability to distribute collateral to anglers regarding the destination and local businesses.
 - e. Broadcast 1-hour taped show, with 30 minutes of the show dedicated to the tournament, on an ESPN Network.

- f. Broadcast live leader board and streaming video of tournament online.
- g. Create and distribute stories on the tournament by BASS Communications.
- h. Provide information on destination and fishery to national media.
- i. Provide local host mentions on site during weigh-in each day
- j. Provide opportunity for local host to welcome anglers at briefing/registration.
- k. Provide at least four (4) voice-over mentions of host destination during television broadcast.
- l. Provide at least four (4) voice-over mentions of fishery during television broadcast.
- m. Provide complimentary One (1) Logo graphic of host destination during the television broadcast.
- n. Local sponsor mentions on site during weigh-in each day (4 total)
- o. Additional web links from Bassmaster.com to host web site to promote event
- p. One (1) in-show features on the TV broadcast, 5-10 seconds; host to provide suggestions for features.
- q. List the Wood County Economic Development Commission, City of Quitman and the Quitman Development Corporation as local hosts of the tournament.

4. **Television**

- a. B.A.S.S. shall cause an audio-visual program of the Tournament (the "Program") to be telecast on an ESPN or similar television network unless it is prevented from doing so for reasons beyond its control, conflicting scheduling requirements or other bona fide reasons. Any schedule for the Program (whether or not Host receives notice of it) is subject to change at any time for any reason in ESPN's sole discretion. Host shall not cause, authorize, license or permit any exhibition or distribution of the Program or any portion thereof in any form by any means, uses or media whatsoever. Subject to B.A.S.S. prior written consent, not to be unreasonably withheld, Host may distribute clips of the Tournament after its initial telecast by B.A.S.S. in promotional material, on its website, and for other purposes not in conflict with those of B.A.S.S.

5. **Host Responsibilities.** Host shall provide and coordinate the following at no cost to B.A.S.S.:
- a. [requirements omitted regarding lodging which BASS shall obtain]
 - b. Meeting space at the Sabine River Authority offices in Quitman, Texas.
 - c. Venue for weigh in, including courtesy docks. Weigh in must be adjacent to fishery and be able to meet insurance requirements.
 - d. Overnight security at the weigh in venue, starting on Thursday night of tournament week and ending on Tuesday morning of tournament week. Exact hours to be discussed with B.A.S.S. staff and Host.
 - e. Waste management services, including a dumpster and daily clean up.
 - f. Service yard – a paved area at least 150' x 350' near the ramp.
 - g. One (1) phone line and one (1) high speed internet connection at the weigh in venue for live streaming.
 - h. Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required.
 - i. Ice delivered to the weigh-in area for fish care; amount determined by BASS.
 - j. Emergency Management plan, permits and coordination in accordance with city/local/state regulations based on mass gatherings.
 - k. Advertising promotion – Hosts, Wood County Economic Development Commission City of Quitman, and Quitman Development Corporation, will be responsible to partner with local and regional print, radio, TV and other sources to drive attendance to the weigh in. BASS Marketing Department will work with hosts on content and placement and media buys.
 - l. An expo/festival in conjunction with the weigh-in held on Saturday and Sunday of the tournament. Details of the expo/festival include:
 - i. Expo/Festival is complimentary for the public to attend. Preferred that parking is complimentary as well.



- ii. Highlights the local community's flavor: food vendors, children activities, cook off competitions, arts and crafts, etc. B.A.S.S. to review and approve expo/festival components
- iii. Does not include businesses in categories that conflict with B.A.S.S. sponsors. B.A.S.S. to provide list of categories.
- iv. Public safety, parking, fencing, permits, volunteers and all festival coordination.
- v. Host to confirm that all vendors observe health, safety, licensing, and local and state permitting, laws and regulations.

m. Host to provide a 10-person volunteer crew for day labor on Thursday of tournament week, from 8am to 5pm, and Monday following the tournament, from 8am to noon, to assist with set up, tear down and tournament operations. Community Service workers or approved trustees from the local city jail may be utilized.

6. **Host Fee.** Host shall pay to B.A.S.S. a host fee of \$60,000. Host fee is payable to B.A.S.S., LLC, P.O. Box 890516 Charlotte, NC 28289-0516, Tax ID# 45-0517438. Payment must be made prior to June 1, 2020.

7. **Authorizations.** Unless specifically authorized by B.A.S.S. in each instance, Host shall not have the authority to direct the actions of any B.A.S.S. employee or to bind B.A.S.S. to any agreement with any third party.

8. **Host Displays and Merchandise.** At no time shall Host set up displays either at any official B.A.S.S. function or in and around the weigh-in area without the prior permission of B.A.S.S. Host may not sell any merchandise during Tournament dates.

9. **Designation of Host.** Host will be referred to by B.A.S.S. as the host of the Tournament in press releases and in the schedule of events published in B.A.S.S. magazines. Host cannot assign, transfer, or sell such sponsorship rights to any other party.

10. **Contract Agreement.** Neither party hereto is agent, employee or servant of the other and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

11. REPRESENTATION AND WARRANTIES

a. The parties hereby warrant and represent that they have full legal rights and authority to enter into this Agreement and to perform their obligations hereunder, and that by entering into this Agreement or performing their obligations hereunder, they are not in default or breach of any contract or agreement with any third party and they are not violating or infringing upon the rights of any third party. The parties represent and

warrant that they are not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order of the United States, actual or threatened, from entering into this Agreement or carrying out its provisions or the transactions contemplated thereby.

b. Further, Host represents and warrants that, without B.A.S.S.'s prior written consent: (i) No sign, billboard or other display or announcement for any product or service will be visible or heard at the Site during B.A.S.S.'s coverage of the Tournament except for permanent billboards affixed at the Site for display at all events conducted there (i.e., advertising intended for spectators at the Tournament and not for the television audience); (ii) No sign or banner of any advertiser or sponsor will be placed anywhere at the Site that could be depicted on any television camera during its production or distribution of any Program; and (iii) Notwithstanding any other provision of this subsection, no sign, billboard or other display or public announcement for any television network, distribution service or station, Internet service or portal or any other entity engaged in the business of distributing sports-related audio-video content will be present at the Site during the Tournament.

c. The parties further agree that any legal suit(s) shall be brought in to the appropriate court having jurisdiction of the matter in Wood County Texas.

12. INSURANCE

a. (i) Host shall, at its sole expense, throughout the performance of its services pursuant to this Agreement and for such additional time as may be specified below, maintain:

(A) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and advertising liability with minimum limits of \$1,000,000 written on an occurrence form basis; the parties hereto agree that special event coverage in the specified amount(s) shall be sufficient coverage to satisfy the insurance requirements under this section;

(B) Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting it, additional insureds and B.A.S.S. from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Host services hereunder or from or out of any act or omission of Host, their officers, directors, agents, subcontractors or employees; and

(C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.

- (ii) All insurance required in this Section shall be written with companies with a BEST Guide rating of B+ VII or better and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to B.A.S.S.
 - (iii) All insurance required in this Section shall be primary and noncontributory with regard to any other available insurance to B.A.S.S., and the officers, commissioners, employees, agent and assigns of B.A.S.S.
 - (iv) Certificates of insurance (or copies of policies, if required by B.A.S.S.) shall be furnished to B.A.S.S. All insurance required in this Section shall include B.A.S.S., its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation and, Employers Liability. The waiver of subrogation applies to all coverages).
 - (v) B.A.S.S.'s failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Host or outside third party performing on behalf of Host obligations or the rights of B.A.S.S.
 - (vi) The minimum limits of the insurance required in this Section shall in no way limit or diminish Host liability under other provisions of this Agreement.
- b. (i) B.A.S.S., shall, at its sole expense, throughout the performance of its services pursuant to this Agreement and for such additional time as may be specified below, maintain:
- (A) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and advertising liability, with minimum limits of \$1,000,000 written on an occurrence form basis;
 - (B) Automobile Liability coverage with minimum combined single limits of \$1,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting B.A.S.S. and additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of B.A.S.S. services hereunder or from or out of any act or omission of B.A.S.S., their officers, directors, agents, subcontractors or employees; and
 - (C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.



- (ii) All insurance required in this Section shall be with companies and on forms acceptable to Host and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Host.
- (iii) All insurance required in this Section shall be primary and noncontributory with regard to any other available insurance to Host, and the officers, commissioners, employees, agent and assigns of Host.
- (iv) All insurance required in this Section shall be written by companies with a BEST Guide rating of B+ VII or better, and licensed to do business in the state of Texas.
- (v) Certificates of insurance (or copies of policies, if required by Host) shall be furnished to Host. All insurance required in this Section shall include Host, its commissioners, employees, agents and assigns as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation applies to all coverages).
- (vi) Host's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver to B.A.S.S.'s obligations or the rights of Host.
- (vii) The minimum limits of the insurance required in this Section shall in no way limit or diminish B.A.S.S.'s liability under other provisions of this Agreement.

13. INDEMNIFICATION

- a. To the extent permissible by applicable law, Host shall defend (if required by B.A.S.S. and with counsel selected by B.A.S.S.), indemnify and hold B.A.S.S., its parent company, and any subsidiaries, related and affiliated companies of each, and the officers, directors, members, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of:
 - (i) any act, error, or omission of Host, its sub-consultants or their respective officers, directors, agents, subcontractors, invitees or employees arising out of the fault or negligence of any of the foregoing (and not out of the fault or negligence of B.A.S.S., its parent company, or any subsidiaries, related and affiliated companies of each, or the officers, directors, shareholders, agents, employees and assigns of each); and/or
 - (ii) any occupational injury or illness sustained by an employee or agent of Host in furtherance of Host services hereunder; and/or

- (iii) any failure of Host to perform its services hereunder in accordance with the highest generally accepted professional standards; and/or
 - (iv) any breach of Host representations, warranties or agreements as set forth herein; and/or
 - (v) any other failure of Host to comply with any obligation on its part to be performed hereunder; and/or
- b. To the extent permissible by applicable law, B.A.S.S. shall defend (if required by Host and with counsel selected by Host), indemnify and hold Host, its sub-consultants and any officers, directors, agents, subcontractors, employees or invitees of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of:
- (i) any act, error, or omission of B.A.S.S., its parent company, or any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, agents, employees and assigns of each arising out of the fault or negligence of any of the foregoing (and not out of the fault or negligence of Host, its sub-consultants or any officers, directors, agents, subcontractors, employees or invitees of each); and/or
 - (ii) any occupational injury or illness sustained by an employee or agent of B.A.S.S. in furtherance of B.A.S.S. services hereunder; and/or
 - (iii) any failure of B.A.S.S. to perform its services hereunder in accordance with the highest generally accepted professional standards; and/or
 - (iv) any breach of B.A.S.S. representations, warranties or agreements as set forth herein; and/or
 - (v) any other failure of B.A.S.S. to comply with any obligation on its part to be performed hereunder.
- c. The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims occurring after the expiration or termination of this Agreement as well as while this Agreement is in force.
- d. The party requesting indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") in writing as soon as practicable of a claim for indemnification. The Indemnitor shall afford the Indemnitee the opportunity to participate, at the Indemnitee's expense, in the defense of any such claim; provided however that the Indemnitor shall have the right to control all aspects of

the handling of such claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of such claim. Without limiting the generality of the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such claim reached by the Indemnitee, as well as the costs of defending such claim (or reaching a settlement). Notwithstanding the foregoing, a party may not settle or compromise any claim without the prior express written consent of the other party (not to be unreasonably withheld).

- e. Except with respect to indemnification claims, neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement, even if it has been advised of the possibility of such damages.

The provisions of this Section shall survive the expiration or early termination of the Agreement.

14. **FORCE MAJEURE**

Each party shall have the right, at its election, to suspend the performance of this Agreement, or to terminate this Agreement in its entirety, upon written notice to the other, if as a result of an act of God, hurricane, earthquake, flood, lightening, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without the affected party bearing liability hereunder. In the event measures such as closing the vital facilities and or venues related to the tournament as a safety precaution by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") or closing the vital facilities and or venues related to the tournament by OHS in the event of high water, i.e., flooding, these shall be deemed applicable force majeure events. In such event, Host shall not be deemed as forfeiting any monies paid for Tournament. In the event of dangerous water levels, B.A.S.S. shall have the opportunity, if permitted by the Office of Homeland Security, to allow participant anglers to sign waivers acknowledging each has been instructed in boating safety in order to launch and participate in the Tournament,

15. **REMEDIES**

CONFIDENTIAL



In the event of the failure of either party to perform its material obligations pursuant to this Agreement and failure to cure such breach within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party, the non-breaching party shall have the right, at its election, in addition to any other rights and remedies which it may have in such event, to terminate this Agreement upon written notice to the other and shall thereby be relieved of any and all obligations hereunder.

16. SEVERABILITY

If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

17. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except by B.A.S.S. to an entity controlling, controlled by or under common control with it or in connection with the disposition of all or substantially all of its assets or business.

18. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Parties superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by all parties by authorized representatives.

19. NOTICES

Any notice required to be sent will be deemed delivered when duly mailed by certified letter, return receipt requested to the respective parties at the following addresses (or as may be changed from time to time by written notice sent certified mail, return receipt requested):

20. CONFIDENTIALITY

The terms of this Agreement are confidential and may only be disclosed to those employees, agents and contractors of Host who need to the terms hereof for the performance Host's duties or obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2020.

CONFIDENTIAL



HOST:

B.A.S.S., LLC

Wood County, Texas
Wood County Eco. Development Commission
Honorable County Judge, Lucy Hebron

Signature

Carol Stone, VP, General Manager

Wood County Commissioner – Precinct 1

Signature

Wood County Commissioner – Precinct 2

Signature

Wood County Commissioner – Precinct 3

Signature

Wood County Commissioner – Precinct 4

Signature

ADDENDUM TO AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (Contract Agreement) for all purposes.

The Agreement is between Wood County, Texas, on behalf of the Wood County Economic Development Commission (HOST), located at 311 County Road 2355, Mineola, TX, 75773 with a mailing address of P. O. Box 578, Quitman, TX 75783; AND the City of Quitman, on behalf of the Quitman Development Corporation, located at 401 South Main Street, Quitman, TX 75783 with a mailing address of P. O. Box 1885, Quitman, TX 75783.

WHEREAS, Wood County will serve as the HOST location of the 2020 Bassmaster Elite Series Fishing ("Tournament") on Lake Fork with the Tournament dates of June 5-9, 2020.

WHEREAS, the parties desire to enter into an agreement detailing the monetary commitments in relation to the Tournament;

NOW THEREFORE, the parties hereto do hereby agree and covenant as follows:

The Quitman Development Corporation, on behalf of the City of Quitman, agrees to contribute \$10,000 to co-sponsor and support the efforts of the 2020 Bassmaster Elite Series Tournament at Lake Fork. This contribution will go towards the expenses and tournament responsibilities required to enter in the Bassmaster HOST Contract Agreement. The Fee is payable to Wood County, P.O. Box 572, Quitman, TX 75783, Tax ID# 75-6001209. Payment must be made prior to December 31, 2019.

Neither party hereto is agent, employee or servant of the other nor is this agreement made for the sole purpose of establishing the division of responsibilities in connection with the Tournament.

REPRESENTATION AND WARRANTIES

(a.) The parties hereby warrant and represent that they have full legal rights and authority to enter into this Agreement and to perform their obligations hereunder, and that by entering into this Agreement or performing their obligations hereunder, they are not in default or breach of any contract or agreement with any third party and they are not violating or infringing upon the rights of any third party. The parties represent and warrant that they are not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order of the United States, actual or threatened, from entering into this Agreement or carrying out its provisions or the transactions contemplated thereby.

(b.) The parties further agree that any legal suit(s) shall be brought in the appropriate court having jurisdiction of the matter in Wood County, Texas.

ADDENDUM TO AGREEMENT

(c.) This Agreement supersedes all prior agreements, written or oral, between the Wood County Economic Development Commission and the City of Quitman, on behalf of the City of Quitman, and Quitman Development Corporation, and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by Wood County Economic Development Commission and/or B.A.S.S., L.L.C., a Delaware limited liability company, having a mailing address of 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243.

(d.) If there is a conflict between the terms and conditions of the Contract Agreement to which this Addendum is attached, this Addendum controls.


IN WITNESS THEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2019.

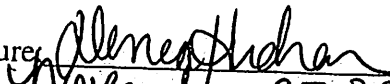
HOST:

Wood County Economic Development Commission
Neal Duncan
Interim Executive Director

CO-SPONSOR:

Quitman Development Corporation
Denea Hudman
Executive Director

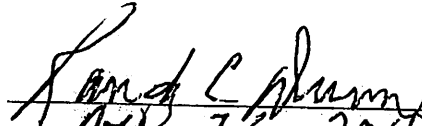
Signature: 
Date: November 25, 2019

Signature: 
Date: November 25, 2019

In the Interest of: Wood County, Texas
Honorable County Judge
Lucy Hebron

In the Interest of: City of Quitman
City Mayor
Randy Dunn

Signature: _____
Date: _____

Signature: 
Date: Nov. 26, 2019

**QUITMAN DEVELOPMENT CORPORATION BASSMASTER SPONSORSHIP FUNDING APPROVAL
RESOLUTION 112119(D)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
APPROVING FUNDING FOR THE QUITMAN DEVELOPMENT CORPORATION'S SPONSORSHIP OF THE
BASSMASTER'S 2020 LAKE FORK EVENT**

WHEREAS, the Texas Local Government Code 505.158 requires the Authorizing Unit (City Council) approval for expenditures of \$10,000 or more; and

WHEREAS, the Quitman Development Corporation has unanimously past its approval of the spend; and

WHEREAS, the spend is a budgeted amount included in the FY 2019-2020 approved budget.

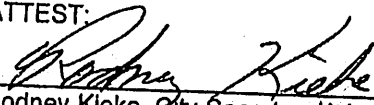
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:

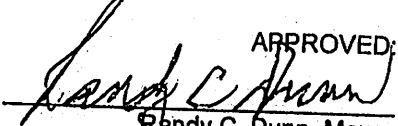
The \$10,000 Quitman Development Corporation Sponsorship of the 2020 Bassmaster's Lake Fork Event is hereby approved.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
THIS 21st DAY OF NOVEMBER 2019.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO
THIS 21ST DAY OF NOVEMBER 2019.**

ATTEST:


Rodney Kleke, City Secretary/Administrator

APPROVED:

Randy C. Dunn, Mayor

ADDENDUM TO AGREEMENT

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (Contract Agreement) for all purposes.

The Agreement is between Wood County, Texas, on behalf of the Wood County Economic Development Commission (HOST), located at 311 County Road 2355, Mineola, TX, 75773 with a mailing address of P. O. Box 578, Quitman, TX 75783; AND the City of Quitman, on behalf of the Quitman Development Corporation, located at 401 South Main Street, Quitman, TX 75783 with a mailing address of P. O. Box 1885, Quitman, TX 75783.

WHEREAS, Wood County will serve as the HOST location of the 2020 Bassmaster Elite Series Fishing ("Tournament") on Lake Fork with the Tournament dates of June 5-9, 2020.

WHEREAS, the parties desire to enter into an agreement detailing the monetary commitments in relation to the Tournament;

NOW THEREFORE, the parties hereto do hereby agree and covenant as follows:

The Quitman Development Corporation, on behalf of the City of Quitman, agrees to contribute \$10,000 to co-sponsor and support the efforts of the 2020 Bassmaster Elite Series Tournament at Lake Fork. This contribution will go towards the expenses and tournament responsibilities required to enter in the Bassmaster HOST Contract Agreement. The Fee is payable to Wood County, P.O. Box 572, Quitman, TX 75783, Tax ID# 75-6001209. Payment must be made prior to December 31, 2019.

Neither party hereto is agent, employee or servant of the other nor is this agreement made for the sole purpose of establishing the division of responsibilities in connection with the Tournament.

REPRESENTATION AND WARRANTIES

(a.) The parties hereby warrant and represent that they have full legal rights and authority to enter into this Agreement and to perform their obligations hereunder, and that by entering into this Agreement or performing their obligations hereunder, they are not in default or breach of any contract or agreement with any third party and they are not violating or infringing upon the rights of any third party. The parties represent and warrant that they are not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order of the United States, actual or threatened, from entering into this Agreement or carrying out its provisions or the transactions contemplated thereby.

(b.) The parties further agree that any legal suit(s) shall be brought in the appropriate court having jurisdiction of the matter in Wood County, Texas.

ADDENDUM TO AGREEMENT

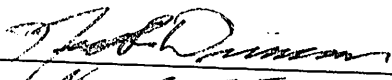
(c.) This Agreement supersedes all prior agreements, written or oral, between the Wood County Economic Development Commission and the City of Quitman, on behalf of the City of Quitman, and Quitman Development Corporation, and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by Wood County Economic Development Commission and/or B.A.S.S., L.L.C., a Delaware limited liability company, having a mailing address of 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243.

(d.) If there is a conflict between the terms and conditions of the Contract Agreement to which this Addendum is attached, this Addendum controls.

IN WITNESS THEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2019.


HOST:

Wood County Economic Development Commission
Neal Duncan
Interim Executive Director

Signature: 
Date: November 25 2019

CO-SPONSOR:

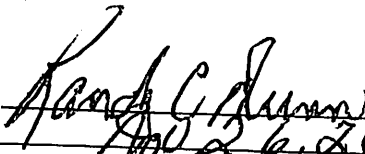
Quitman Development Corporation
Denea Hudman
Executive Director

Signature: 
Date: November 25, 2019

In the Interest of: Wood County, Texas
Honorable County Judge
Lucy Hebron

Signature: _____
Date: _____

In the Interest of: City of Quitman
City Mayor
Randy Dunn

Signature: 
Date: Nov 26, 2019

**QUITMAN DEVELOPMENT CORPORATION BASSMASTER SPONSORSHIP FUNDING APPROVAL
RESOLUTION 112119(D)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
APPROVING FUNDING FOR THE QUITMAN DEVELOPMENT CORPORATION'S SPONSORSHIP OF THE
BASSMASTER'S 2020 LAKE FORK EVENT**

WHEREAS, the Texas Local Government Code 505.158 requires the Authorizing Unit (City Council) approval for expenditures of \$10,000 or more; and

WHEREAS, the Quitman Development Corporation has unanimously past its approval of the spend; and

WHEREAS, the spend is a budgeted amount included in the FY 2019-2020 approved budget.

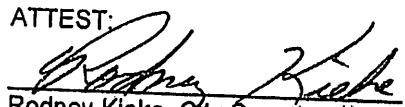
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:

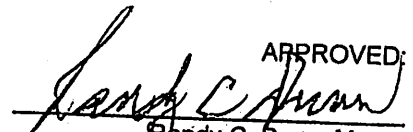
The \$10,000 Quitman Development Corporation Sponsorship of the 2020 Bassmaster's Lake Fork Event is hereby approved.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
THIS 21st DAY OF NOVEMBER 2019.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO
THIS 21ST DAY OF NOVEMBER 2019.**

ATTEST:


Rodney Kieke, City Secretary/Administrator

APPROVED:

Randy C. Dunn, Mayor

LAKE FORK FISHING TOURNAMENT AGREEMENT

SABINE RIVER AUTHORITY OF TEXAS
LAKE FORK DIVISION
353 PR 5183
Quitman, Texas 75783

AGREEMENT TERMS AND DEFINITIONS:

Effective Date: May 29, 2020

Expiration Date: June 11, 2020

Permittee: Wood County Economic Development Commission, a Texas governmental entity.

Permittee's Address: Attn: Judge Lucy Hebron
PO Box 938
Quitman, TX 75783

Premises: The non-exclusive use of the surface only of approximately one hundred (100) acres of land, adjacent to the SRA Lake Fork office, situated in Wood County, Texas, being further described on Exhibit "A", attached hereto and incorporated herein for all purposes.

Not applicable.

Fees: May 29, 2020 – June 11, 2020.

Term: To host, manage and sanction one (1) nationally televised professional bass fishing tournament and related recreational tournament activities on Lake Fork, including, but not limited to, a 5K benefit run (the "Tournament") using a portion of the SRA's real property adjoining Lake Fork as the Tournament base and headquarters.

Permitted Use:

Permitted Improvements: Any improvements and/or alterations to the Premises must be approved in writing by SRA.

"SRA" means the Sabine River Authority of Texas, a Texas governmental agency, its agents, directors, employees, invitees, licensees, and contractors.

"WCEDC" or "Permittee" means Wood County Economic Development Commission, a Texas governmental entity, its directors, agents, employees, invitees, licensees, and contractors.

"Contamination" means and refers to the presence of any Hazardous Substance (as hereinafter defined) or the existence of any injury to health, safety, or the environment or any other environmental condition at, in, or under the Premises (which term for purposes hereof shall include any navigable waters adjacent to and into which any portion of the Premises extend), or originating on the Premises which would be reasonably required to be removed to insure that no environmental matter restricts the present or future use, operation, leasing, development, construction, or alteration of the Premises.

"Environmental Laws" means and refers to each and every law (including, without limitation, common law), statute, code, ordinance, regulation, rule, order, permit, consent decree, or other requirement (including, but not limited to, consent decrees and judicial or administrative orders) of the United States, the State (or any political subdivision thereof) in which the Premises are located, and any other executive, judicial, regulatory, or administrative agency, authority, board, bureau, commission, court, arbitrator, or arbitration board, relating to health or safety or to the environment, including, but not limited to, those applicable to the manufacture, processing, transportation, distribution in commerce, use, generation, storage, treatment, disposal, handling and Release of any Hazardous Substances including medical waste, all as amended or

modified from time to time, and those applicable to pollution, contamination, injury, destruction, loss, protection, cleanup, reclamation or restoration of the soil, groundwater, surface water, air, or other natural resources, to exposure to pollutants, contaminants, hazardous or toxic substances, petroleum products, materials, or wastes.

"Hazardous Substances" means and refers to any dangerous, toxic, or hazardous material, petroleum products, pollutant, contaminant, chemical waste including medical waste or substance defined, listed, or described as such or, listed in, or governed by any Environmental Law, now in existence or which may be subsequently enacted. The term "Release" means and refers to the intentional or unintentional spilling, leaking, dumping, pouring, emptying, seeping, disposing, discharging, emitting, depositing, injecting, leaching, escaping, abandoning, or any other release or threatened release, however defined, of any Hazardous Substance.

AGREEMENT CLAUSES AND COVENANTS:

- A. Grant. SRA hereby grants WCEDC the right to host, manage and sanction the Tournament on Lake Fork in accordance with the Permitted Use.
- B. Effectiveness/Termination. This Agreement shall become effective on the Effective Date and shall terminate on the Expiration Date unless sooner terminated under the provisions hereunder.
- C. WCEDC agrees to - -
1. Accept the Premises **"AS IS"** and **"WHERE-IS"**, in its present condition, as of the Effective Date, and with respect to the Premises, there are no express or implied warranties, and **ALL WARRANTIES ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, MERCHANTABILITY, AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** the Premises being currently suitable for the Permitted Use.
 2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including, but not limited to, SRA's Official Manual of Policies, Rules and Regulations, as revised by SRA from time to time, the National Electric Code, International Building Code, and Americans with Disability Act.
 3. Utilize the Premises in strict accordance with the Permitted Use and none other.
 4. Pay for all telephone, water, gas, electric, sewer, garbage disposal, and any and all other utility charges, fees, and deposits for all utilities consumed by WCEDC in and about the Premises, all such charges to be paid by WCEDC to the utility company or governmental authority furnishing same, before the same shall become delinquent.
 5. Pay all taxes arising from WCEDC's use of the Premises, including, but not limited to, personal property taxes, sales taxes, federal income taxes, and payroll taxes.
 6. Repair, replace, and maintain any part of the Premises that SRA is not obligated to repair, replace, or maintain, normal wear and tear excepted.
 7. Repair or replace any damage to the Premises caused by WCEDC, and its invitees, licensees, guests, Tournament participants, spectators, and employees, except as mutually agreed in writing between SRA and WCEDC.
 8. Provide and maintain in force during the Term (i) commercial general liability insurance, with minimum combined single limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injury or death and property damage and with at least \$2,000,000.00 per year aggregate limits, and (ii) automobile liability insurance covering WCEDC's owned and non-owned vehicles in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 per year in the aggregate, combined single limits for bodily injury and death at any time resulting therefrom and property damage (in lieu of the commercial general liability and automobile liability insurance described above, WCEDC may provide "Special Event Insurance" for the Term of this Agreement, subject to SRA approval), naming WCEDC as insured and naming SRA and SRA's officers, directors, and employees, hereinafter

sometimes collectively called the "Indemnitees", as additional insureds with one or more responsible insurance companies duly authorized to transact business in Texas with ratings of A or better under Best's Insurance Reports, with a waiver of subrogation in favor of the Indemnitees. Such commercial general liability insurance or Special Event Insurance shall provide products liability coverage, contractual liability coverage for WCEDC's indemnity of the Indemnitees contained herein, premises/operations coverage, completed operations coverage, and personal injury liability. Any coverage provided SRA by Permittee's insurance under this Permit shall be primary insurance with regard to Permittee's indemnification of SRA and shall not be considered contributory insurance with any insurance policy of SRA. Such liability insurance shall be endorsed to require at least twenty (20) days written notice to SRA prior to cancellation, expiration, or modification.

9. During the Term of this Agreement, to the extent required by applicable law and at WCEDC's expense, keep in force worker's compensation insurance affording statutory coverage and containing statutory limits and providing employer's liability insurance with limits of not less than \$1,000,000.00 each occurrence.
10. Provide to SRA certificates evidencing the insurance coverage required on or before the Effective Date of this Agreement and provide to SRA renewal certificates during the Term not more than twenty (20) days after the inception of each of the respective policy terms.
11. Maintain hazard insurance on WCEDC's personal property, trade fixtures, all alterations, additions, partitions and improvements erected by, or on behalf of WCEDC in, on or about the Premises. Such insurance shall be provided by either separate policy or, included on a policy already carried by WCEDC. Insurance shall be replacement cost coverage with a deductible amount(s) determined by WCEDC.
12. **INDEMNIFY, SAVE, DEFEND, AND HOLD HARMLESS THE INDEMNITEES AND THE PROPERTY OF THE INDEMNITEES (INCLUDING THE PREMISES) FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF: (I) CAUSES OF ACTION, SUITS, CLAIMS, JUDGMENTS, AND COSTS OF ANY KIND OR CHARACTER IN ANY MANNER ARISING FROM INJURY TO OR DEATH OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO, B.A.S.S., LLC AND THE INVITEES, LICENSEES, GUESTS, EMPLOYEES OF WCEDC, AND TOURNAMENT PARTICIPANTS AND SPECTATORS) OR (II) DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PREMISES) OR (III) A RISE IN OR FLUCTUATION OF THE LEVEL OF WATER IN LAKE FORK, FROM THE OPERATION OF THE LAKE FORK DAM AND RESERVOIR OR (IV) THE LOCATION OF ANY PERSONALTY OR FIXTURES ON SAID PROPERTY OR (V) ANY NON-COMPLIANCE WITH ENVIRONMENTAL LAWS (AS PREVIOUSLY DEFINED) OR ANY CONTAMINATION (AS SUCH TERM IS PREVIOUSLY DEFINED) IN ANY MANNER CAUSED BY, CONNECTED WITH, OR ARISING OUT OF THE USE AND OCCUPANCY OF THE PREMISES BY WCEDC OR FROM THE ACT OR OMISSION OF ANY PERSON OR PERSONS, INCLUDING, BUT NOT LIMITED TO, B.A.S.S., LLC AND EMPLOYEES OF WCEDC, IN OR ABOUT THE PREMISES WITH THE EXPRESS OR IMPLIED CONSENT OF WCEDC (BUT EXCLUDING SRA AND ANYONE ACTING FOR SRA). THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL INCLUDE INDEMNITY AGAINST ALL COSTS AND EXPENSES INCURRED IN OR IN CONNECTION WITH ANY SUCH LIABILITY OR PROCEEDING BROUGHT THEREON AND THE DEFENSE THEREOF AND SHALL EXPRESSLY EXCLUDE ANY LIABILITY ARISING OUT OF (I) THE ACTS, OMISSIONS, OR NEGLIGENCE OF SRA OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, OR (II) ANY HAZARDOUS SUBSTANCE PRESENT AT, UNDER OR ABOUT THE PREMISES PRIOR TO WCEDC'S OCCUPANCY.**
13. Vacate the Premises on termination of this Agreement.

14. Use and employ best management practices to operate the Premises during the Tournament.

15. Intentionally omitted.

D. WCEDC agrees not to --

1. Use, or permit the use of, the Premises or any part thereof to be used for any purpose other than that stated in the Agreement terms and definitions.

2. Use, or permit the use of, the Premises or any part thereof to be used for the conduct of any offensive, or dangerous activity, or the creation or maintenance of a public or private nuisance.

3. Allow the Premises or any part thereof to be used for the conduct of any activity that would increase the premiums for fire insurance on the Premises or anything which is against public regulations or rules of any public authority at any time applicable to the Premises.

4. Create or allow a nuisance or permit any waste of the Premises.

5. Alter the Premises without first obtaining SRA's written consent.

6. Allow a lien to be placed on the Premises.

7. Assign this Agreement, any rights contained herein or any portion of the Premises, without first obtaining SRA's written consent.

8. Litter or leave trash or debris on the Premises.

9. Violate any Environmental Laws or Release any Hazardous Substances on the Premises or in any navigable waters adjacent to and/or into which any portion of the Premises extend.

10. Allow anyone (other than SRA employees), including, but not limited to, Tournament participants and spectators, to enter upon the Lake Fork Dam and Spillway, the City of Quitman intake structure, the SRA shop and office areas, and any other area designated as "RESTRICTED" by SRA.

E. SRA agrees to --

1. Allow WCEDC to use the Premises for the Permitted Use beginning on the Effective Date and ending on the Expiration Date, unless sooner terminated under the provisions hereunder.

2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.

F. Waiver of Violation. The waiver by SRA or WCEDC of the performance or violation of any covenant or condition of this Agreement, or redress thereof, shall not be deemed a performance thereof nor shall it prevent a subsequent act either of commission or omission by the other party which would originally have constituted a breach of this Agreement from having all the force and effect of an original breach. The consent or approval by SRA to or of any action by WCEDC requiring SRA's consent or approval shall not be deemed to waive or render unnecessary SRA's consent or approval to or of any subsequent similar act by WCEDC.

G. SRA and WCEDC agree to the following --

1. Any permanent physical additions or improvements to the Premises made by WCEDC will become the property of SRA. SRA may require that WCEDC, at WCEDC's cost, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Effective Date, normal wear and tear excepted.
2. SRA and WCEDC release each other from any claim, by subrogation or otherwise, for any damage to the Premises or WCEDC's personal property by reason of fire or the elements, regardless of the cause, including negligence of SRA or WCEDC. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. SRA and WCEDC will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. Condemnation/Substantial or Partial Taking. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this Agreement will terminate.
5. A default by SRA is the failure to comply with any provision of this Agreement that is not cured within thirty (30) days after written notice.
6. WCEDC's sole remedy for SRA's default is to terminate this Agreement. WCEDC expressly agrees and acknowledges that WCEDC shall not be entitled to recover damages, costs or expenses of any nature from SRA arising from SRA's default.
7. Events of default by WCEDC are:
 - (a) WCEDC's failure to comply with any of the terms, provisions, or covenants of this Agreement;
 - (b) Violation of any of the laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including, but not limited to, SRA's Official Manual of Policies, Rules and Regulations, as revised by SRA from time to time.
 - (c) Abandoning or vacating a substantial portion of the Premises;
 - (d) The filing by or against WCEDC of a petition under any section or chapter of the United States Bankruptcy Code or any other similar law or statute of the United States or any state thereof, or the judgment of any court of competent jurisdiction that WCEDC is bankrupt or insolvent; or
 - (e) The appointment of a receiver or trustee for all or substantially all of the assets of WCEDC.
8. Upon the occurrence of any events of default as set forth in Paragraph 7 above, SRA shall have the option to terminate this Agreement, in which event SRA may enter upon and take possession and expel and remove WCEDC and any other persons who may be occupying said Premises or any part thereof, by force if necessary, and remove all improvements and other property remaining thereon from the Premises at Wood County Economic Development Commission's expense, without being liable for default.

9. If WCEDC does not vacate the Premises following termination of this Agreement, WCEDC shall be deemed a tenant at will and shall vacate the Premises upon receipt of a notice from SRA. No holding over by WCEDC, whether with or without the consent of SRA, will extend the Term.
10. If either party retains an attorney to enforce this Agreement, the party who prevails at the time of trial is entitled to recover reasonable attorney's fees.
11. Venue is in the county in which the Premises are located and Texas law shall govern any dispute.
12. This Agreement is the entire agreement between the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement.
13. This Agreement may be amended only by an instrument in writing signed by SRA and WCEDC.
14. Any notice required by this Agreement shall be deemed delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to SRA or WCEDC at the above addresses.
15. This Agreement is subordinate to any present or future oil, gas, or other exploration agreements and leases. SRA shall not be liable to WCEDC for any damages for actions attributable to these agreements and shall receive all consideration paid therefor.
16. SRA retains the right to permit third parties to use the Premises for other uses that do not interfere with WCEDC's Permitted Use.

H. **EXCULPATION.** WCEDC AGREES AND ACKNOWLEDGES THAT SRA ASSUMES NO LIABILITY OR RESPONSIBILITY TO WCEDC OR TO ANY OTHER PERSON FOR DAMAGE TO PROPERTY, OR INJURIES TO OR DEATH OF ANY PERSONS, RESULTING FROM A RISE IN OR FLUCTUATION OF THE LEVEL OF WATER IN LAKE FORK, FROM THE OPERATION OF THE LAKE FORK DAM AND RESERVOIR, FROM THE LOCATION OF PERSONALTY OR FIXTURES ON THE PREMISES, OR FOR ANY OTHER CAUSE.

I. SRA retains the right to - -

1. To have access to the Premises and each and every part thereof at all times for the purpose of using and inspecting the same, and making such repairs as SRA shall determine are necessary and reasonable;
2. To use all or any portion of the Premises for any purpose in connection with the maintenance and operation of the Lake Fork dam and reservoir as a multiple purpose water conservation project, or for such other purposes or uses as may be necessary in carrying out the statutory duties and responsibilities of SRA;
3. To locate roads, utilities, pipelines, and/or other improvements on and over the Premises where required to meet the public convenience and necessity; and
4. To terminate all rights of WCEDC hereunder for any reason, if at such time it be determined by SRA that use of said Premises is required by SRA. If this Agreement is terminated by SRA for reasons other than an event of default by WCEDC, WCEDC shall have

the right to remove all of WCEDC's personal property from the Premises.

SIGNED THIS _____ day of _____, 2020.

SABINE RIVER AUTHORITY OF TEXAS:

By: _____
Name: David Montagne
Title: Executive Vice President and General Manager

WOOD COUNTY ECONOMIC DEVELOPMENT
COMMISSION:

By: _____
Name: Lucy Hebron
Title: County Judge, Wood County

Exhibit "A"



Jump'N Party Rentals

New Invoice

\$3,000.00

Deposit

Due on January 10, 2020

Pay Deposit

Fishing Tournament

Invoice #100378

January 8, 2020

Bill To

Troy Henry

Sabine River Authority Of Texas Lake Fork Division

thenry@srbtx.org

903-850-7643

353 PR 5183

Quitman, TX 75783

Will be paid by:

Wood County Economic Commission

P.O. Box 938

Quitman, TX 75783

We will come out Friday January 10,2020 between 10:00-10:30am, to walk the grounds and discuss where the units need to be set up and pick up deposit. (please pay deposit by check not by credit card) The remaining balance will be due at time of delivery on Friday June 5,2020 by check.

We need to know how many sponsors you have for the signs as soon as possible, but no later than two weeks before the event please.

We will need to setup the units on Friday June 5,2020 (will know a time closer to event) the day before the event.

There we'll be 3 units for just toddlers & special needs kids. There will be 2 bounce houses for the other kids. The 105' obstacle course & the 3 interactive units are adult rated so the whole family can play. The Velcro wall & bungee run hoop shoot has size requirements for the suits and harnesses. All units have weight limits. A waiver will have to be signed before anybody will be allowed on the units.

If you have any questions please don't hesitate to contact us.

We look forward to working with you.

Thank you & have a blessed day.

Bounce House	\$900.00
(\$300.00 ea.) x 3	
Regular (\$150.00 ea.)	
+ Additional day (\$150.00 ea.)	
Jungle 4-1 Combo	\$550.00
Regular (\$275.00 ea.)	

+ Additional day (\$275.00 ea.)	
32' Fun Run Obstacle Course	\$550.00
Regular (\$275.00 ea.)	
+ Additional day (\$275.00 ea.)	
105' Obstacle Course	\$1,550.00
Regular (\$775.00 ea.)	
+ Additional day (\$775.00 ea.)	
Velcro wall	\$650.00
Regular (\$325.00 ea.)	
+ Additional day (\$325.00 ea.)	
Bungee Run/Hoop Shoot	\$810.00
Regular (\$405.00 ea.)	
+ Additional day (\$405.00 ea.)	
Climbing Pyramid	\$2,050.00
Regular (\$1,025.00 ea.)	
+ Additional day (\$1,025.00 ea.)	
Generator	\$1,000.00
(\$200.00 ea.) x 5	
Regular (\$100.00 ea.)	
+ Additional day (\$100.00 ea.)	
Labor	\$2,520.00
Signs For Sponsors	\$300.00
(\$15.00 ea.) x 20	
Yard signs	
<i>Not sure how many are needed at this time. May be more or less than 20.</i>	

Discount/donation	- \$4,880.00
Subtotal	\$6,000.00
Total Due	\$6,000.00
Deposit	\$3,000.00
Unpaid • Due on Jan 10, 2020	
Balance	\$3,000.00
Unpaid • Due on Jun 5, 2020	

Jump'N Party Rentals
3012 W. Erwin St.
Suite C, Tyler, TX 75702 United States
jumpnpartyrentals@gmail.com
903-243-7008
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Square Privacy Policy | Security





PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms of the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]

ACCT# 5214421

SS Rep: MT-RB

NonAutorenew_Non Batch LE Flat Rate

Version: 10.16.2017

CONFIDENTIAL

Page 1 of 2



**PRICING SHEET
to Pricing Supplement**

"Agency": Wood County Constable Office

Agency ID: 5214421

TRADS Services: TLOxp® Online – Non-Batch LE Flat Rate.

Effective Date: 01/01/2019

Supplement Term: 12 month(s) without auto-renewal

Monthly Fee: \$ 75.00

Number of Monthly Transactions: 125

The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.

EXCLUDED SEARCHES/REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are also excluded.

- | | |
|---|--|
| <input type="checkbox"/> Social Media Report | <input type="checkbox"/> Comprehensive Report – Person |
| <input type="checkbox"/> Super Reverse Phone Lookup | <input type="checkbox"/> Comprehensive Report – Business |
| <input type="checkbox"/> Relationship Report | <input type="checkbox"/> Locate/Asset Report |
| <input checked="" type="checkbox"/> Vehicle Sightings Report | <input type="checkbox"/> Address Report |
| <input checked="" type="checkbox"/> DriverRisk (Address, Driver's License, License Plate) | <input type="checkbox"/> Global Watch List Report |
| <input type="checkbox"/> Real-Time Phone Carrier Search | <input type="checkbox"/> Phone Report |

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" are any and all information returned by TRADS in response to a search query.

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Wood County Constable Office

Agency Name ("Subscriber")

Authorized Signature

Signature Date

Type or Print Name of Authorized Signer

ACCT# 5214421

SS Rep: MT-RB

NonAutorenew_Non Batch LE Flat Rate

Version: 10.16.2017

Constable Steve Bowser
Civil Process Log

FEB 2020

Docket #	Date Received by Constable	Date Returned by Constable	Status	Comments
DC19-147-1	2-3	2-4	Served	
2008-682	"	2-19	not if	Moved
SL20-009-1	"	2-4	not served	Not at location
20DC0030	2-5			75 ⁰⁰
2012-559	2-6	2-26	Served	
"	"			
E20-005-1	2-19			
HC20-001-1	2-21	2-21	Served	
SL20-007-1	2-21	2-28	"	
CR19-041-1	"			
"	"			
CR19-126-1	"	2-24	Served	
HC20-001-1	"	2-28	Served	
2015-329	2-25	2-28	not served	
T-4273	"	2-25	not served	Ret 2
"	"	"	"	
"	"	"	"	
T-4267	"			
"	"			
T-4265	"	2-25	Served	
T-4269	"	2-29	"	
"	"	"	"	
"	"			
T-4282	"	2-26	Served	
F- "	"	2-29	"	
T-4272	"	2-25	not served	Ret 3
2011-600	"	2-29	"	Moved
T-4266	"			
2008-543	"	2-29	not served	Moved
2020-094	"	2-25	Served	75 ⁰⁰ } 150 ⁰⁰
"	"	2-28	Served	75 ⁰⁰ }
2020-060	"	2-25	Served	
"	"			
E20-005-1	2-26	2-25	Served	
TRH-2020-1	2-28			
"	"			

WOOD CO. CONSTABLE PCT.2

Daily Activity Log

From: 2/1/2020 12:00:00 AM

To: 2/29/2020 11:59:00 PM

Officer Kelly Smith

Date	Start Time	End Time	Activity	Case Number	Location	Description
2/28/2020	7:33 pm	7:33 pm	Registration Lookup			
2/28/2020	6:10 pm	6:10 pm	Registration Lookup			TX -LWV5970
2/28/2020	4:34 pm	4:34 pm	License Lookup			MS -PWA7858
2/28/2020	4:33 pm	4:46 pm	Traffic Stop/CITATION	03283	Horton St. Quitman	TXDL: 18986215
2/28/2020	4:13 pm	4:13 pm	Registration Lookup			Possession of Drug Paraphernalia
2/28/2020	2:01 pm	2:01 pm	License Lookup			TX -KND6056
2/28/2020	2:00 pm	2:00 pm	License Lookup			TXID: 41043340
2/28/2020	2:00 pm	2:17 pm	Traffic Stop/CITATION	03282	Loop 564 @ Hwy 69	TXID: 35927872
2/28/2020	1:59 pm	1:59 pm	Registration Lookup			No Driver's License (when unlicensed)
2/28/2020	1:47 pm	1:48 pm	Civil Process	2016-250		TX -KTV1742
2/28/2020	1:40 pm	1:42 pm	Civil Process	SC20-006-2		
2/28/2020	1:18 pm	1:18 pm	Civil Process	2019-282		
2/28/2020	1:14 pm	1:14 pm	Civil Process	E20-020-2		
2/28/2020	1:04 pm	1:04 pm	Registration Lookup			
2/28/2020	12:57 pm	12:57 pm	Civil Process	E20-021-2		TX -MMY0378
2/28/2020	12:47 pm	12:49 pm	Civil Process	2016-250		
2/28/2020	12:45 pm	12:46 pm	Civil Process	E20-011-2		
2/28/2020	12:44 pm	12:46 pm	Civil Process	2020-095		
2/28/2020	12:41 pm	12:44 pm	Civil Process	E20-011-2		
2/28/2020	12:28 pm	12:30 pm	Civil Process	SC20-006-2		
2/25/2020	10:13 pm	5:44 pm	Misc. Activity / K9 Deployment	Mineola PD, Mineola, TX	Mineola PD, Mineola, TX	
2/24/2020	10:29 pm	10:29 pm	Misc. Activity / K9 Deployment	dps winnsboro, Mineola, TX	dps winnsboro, Mineola, TX	Misc. Activity / K9 Deployment
2/23/2020	8:05 am	10:53 am	Misc. Activity / K9 Deployment	, Mineola, TX	, Mineola, TX	
2/22/2020	9:23 pm	10:13 pm	Misc. Activity / K9 Deployment	, Mineola, TX	, Mineola, TX	Misc. Activity / K9 Deployment
2/21/2020	10:28 pm	10:28 pm	Registration Lookup			Misc. Activity / K9 Deployment
2/21/2020	10:28 pm	10:28 pm	Registration Lookup			TX -8DBBB
2/21/2020	10:20 pm	10:21 pm	Misc. Activity / Agency Assist-Sheriffs Office	3080 HWY 80 East, Mineola, TX 75773	3080 HWY 80 East, Mineola, TX 75773	TX -8D888
2/21/2020	8:36 pm	8:37 pm	License Lookup			Misc. Activity / Agency Assist- Sheriffs Office
2/21/2020	8:32 pm	8:43 pm	Offense Report		831 CR 3245, Quitman, TX	TX SOLES, BRANDON 1/4/2001
2/21/2020	1:56 pm	1:57 pm	Civil Process	2016-250		POSS MARIJ >4OZ<=5LBS
2/21/2020	1:54 pm	1:54 pm	Civil Process	E20-021-2		
2/21/2020	1:51 pm	1:53 pm	Civil Process	2017-210		
2/21/2020	12:17 pm	12:18 pm	Misc. Activity /	MISD, Mineola, TX	MISD, Mineola, TX	
2/21/2020	12:16 pm	12:17 pm	Misc. Activity / Agency Assist-	cr 2230, Mineola, TX 75773	cr 2230, Mineola, TX 75773	Misc. Activity /
						Misc. Activity / Agency Assist-

Date	Start Time	End Time	Activity	Case Number	Location	Description
2/21/2020	10:27 am	10:28 am	Civil Process	E20-021-2		
2/21/2020	10:22 am	10:27 am	Civil Process	E20-020-2		
2/21/2020	10:21 am	10:22 am	Civil Process	E20-011-2		
2/19/2020	11:59 am	11:59 am	Misc. Activity / Agency Assist-	Mineola, TX	Mineola, TX	Misc. Activity / Agency Assist-
2/18/2020	8:38 am	2:04 pm	Misc. Activity / Bailiff Court	Mineola, TX	Mineola, TX	Misc. Activity / Bailiff Court
2/17/2020	4:52 pm	6:38 am	Misc. Activity / K9 Deployment	Mineola, TX	Mineola, TX	Misc. Activity / K9 Deployment
2/14/2020	11:24 pm	11:24 pm	Registration Lookup			TX -AY79875
2/14/2020	11:24 pm	11:32 pm	Traffic Stop			
2/14/2020	10:38 pm	10:38 pm	License Lookup			
2/14/2020	10:34 pm	10:57 pm	Traffic Stop/CITATION	03280	Loop 564 at 37	TXDL: 37896163
2/14/2020	10:33 pm	10:33 pm	Registration Lookup			Failed to Signal Required Distance Before Turning
2/14/2020	10:33 pm	10:33 pm	Unlock Application			TX -KHY8018
2/14/2020	10:33 pm	10:33 pm	Lock Application			Unlocked Application
2/14/2020	10:07 pm	10:08 pm	License Lookup			Locked Application
2/14/2020	10:07 pm	10:26 pm	Traffic Stop/CITATION	03279	Loop 564 @ FM 49	TX TAVE, TAYLAN 7/12/1999
2/14/2020	10:00 pm	10:00 pm	Registration Lookup			Speeding 11-15 MPH Over Limit Alleged
2/14/2020	9:14 pm	9:14 pm	Registration Lookup			Speed/Limit: 66/55
2/14/2020	9:09 pm	9:09 pm	Registration Lookup			TX -MNZ8575
2/14/2020	8:27 pm	8:28 pm	License Lookup			TX -LPW3898
2/14/2020	8:27 pm	8:27 pm	License Lookup			TX -LPW3898
2/14/2020	8:26 pm	8:26 pm	License Lookup			TX MARCH, SHAWN 7/14/1991
2/14/2020	8:16 pm	8:16 pm	Registration Lookup			TX MARCH, SHAWN 7/14/1991
2/14/2020	8:13 pm	8:14 pm	Registration Lookup			CTDL: 078599855
2/14/2020	7:07 pm	7:07 pm	Registration Lookup			TX -MMB1687
2/14/2020	5:32 pm	5:34 pm	Registration Lookup			TX -LBY2777
2/14/2020	5:13 pm	5:14 pm	Civil Process	E20-011-2		TX -HRX0957
2/14/2020	5:13 pm	5:13 pm	Viewed	19 67678	400 S. PACIFIC	Speeding
2/14/2020	3:33 pm	9:39 am	Registration Lookup			TX -JSB4497
2/14/2020	2:27 pm	2:28 pm	User Profile - No Changes Made for Officer Kelly Smith			User Profile - No Changes Made for Officer Kelly Smith
2/13/2020	11:19 pm	11:19 pm	Registration Lookup			TX -DJK8579
2/13/2020	6:56 pm	6:56 pm	Misc. Activity / K9 Deployment	Mineola, TX	Mineola, TX	Misc. Activity / K9 Deployment
2/13/2020	6:55 pm	6:55 pm	Offense Report	19-03917		POSS CS PG 1 <1G
2/13/2020	6:53 pm	6:54 pm	Offense Report	20190518-00003		POSS CS PG 1 >=1G<4G
2/13/2020	6:49 pm	6:52 pm	Offense Report	05282019	1213 West, US-80, Room 109, Mineola, TX	POSS CS PG 1 >=1G<4G
2/13/2020	6:46 pm	6:47 pm	Offense Report	04192019	W. Buchanan, Mineola, TX	POSS CS PG 1 <1G DRUG FREE ZONE
2/13/2020	6:45 pm	6:46 pm	Offense Report	19-00001	Hwy. 37 @ CR 2128, Quitman, TX	POSS CS PG 1 <1G
2/13/2020	6:44 pm	6:44 pm	Offense Report	19-00002	Hwy 80 West, Mineola, TX	POSS CS PG 1 <1G
2/13/2020	6:43 pm	6:43 pm	Offense Report	18-12249	1200 Bromberg, Apt. 216, Mineola, TX	POSS CS PG 1 <1G
2/13/2020	6:42 pm	6:43 pm	Offense Report	18-12099	701 WIGLEY ST, MINEOLA, TX	POSSESSION OF NARCOTIC PARAPHERNALIA
2/13/2020	6:42 pm	6:43 pm	Offense Report	18-12099	701 WIGLEY ST, MINEOLA, TX	POSS MARIJ <20Z

Date	Start Time	End Time	Activity	Case Number	Location	Description
2/13/2020	6:40 pm	6:41 pm	Offense Report	19-02729	Lake Holbrook, Mineola, TX	THEFT PROP < \$100
2/13/2020	6:39 pm	6:40 pm	Offense Report	19-02787	100 Debbie Lane, Mineola, TX	POSS MARIJ <2OZ
2/13/2020	6:38 pm	6:39 pm	Offense Report	19-03917		POSS CS PG 1 <1G
2/13/2020	6:37 pm	6:38 pm	Offense Report	19-17046	HWY 69 @ loop 564, Mineola, TX	POSS MARIJ >4OZ=<5LBS
2/13/2020	4:24 pm	4:27 pm	Misc. Activity / K9 Deployment	Mineola, TX	Mineola, TX	Misc. Activity / K9 Deployment
2/13/2020	4:24 pm	4:24 pm	Civil Process	E19-142-2		
2/12/2020	1:22 pm	5:22 pm	Misc. Activity / Agency Assist-	Mineola, TX	Mineola, TX	Misc. Activity / Agency Assist-
2/12/2020	1:22 pm	1:22 pm	Misc. Activity / K9 Deployment	Mineola, TX	Mineola, TX	Misc. Activity / K9 Deployment
2/11/2020	8:37 pm	8:37 pm	Registration Lookup			
2/11/2020	10:40 am	12:30 pm	Misc. Activity / Agency Assist-	DEA, Mineola, TX	DEA, Mineola, TX	LA -DV12301
2/11/2020	10:40 am	10:40 am	Misc. Activity / Other	Mineola, TX	Mineola, TX	Misc. Activity / Agency Assist-
2/11/2020	9:29 am	9:30 am	Misc. Activity / Agency Assist-Sheriffs Office	Yantis, TX	Yantis, TX	Misc. Activity / Other
2/11/2020	8:49 am	9:29 am	Misc. Activity / Bailiff Court	Mineola, TX	Mineola, TX	Misc. Activity / Agency Assist-Sheriffs Office
2/8/2020	12:32 am	12:32 am	License Lookup			Misc. Activity / Bailiff Court
2/8/2020	12:19 am	12:42 am	Traffic Stop/CITATION	03278	Loop 564 at 37	TXDL: 28277565
2/8/2020	12:16 am	12:16 am	Registration Lookup			Possession of Drug Paraphernalia
2/8/2020	12:16 am	12:16 am	Registration Lookup			TX -KWK7685
2/7/2020	11:45 pm	11:46 pm	Misc. Activity / Warrant Service	HWY 779, GOLDEN, TX	HWY 779, GOLDEN, TX	TX -KWK7685
2/7/2020	11:44 pm	11:45 pm	Misc. Activity / Warrant Service	HWY 49 AND LOOP 564, Mineola, TX	HWY 49 AND LOOP 564, Mineola, TX	Misc. Activity / Warrant Service
2/7/2020	11:37 pm	11:37 pm	Registration Lookup			Misc. Activity / Warrant Service
2/7/2020	11:37 pm	11:39 pm	Traffic Stop/ARREST (Verbal)	03277	Loop 564 @ FM 49	TX -MBC0099
2/7/2020	11:23 pm	11:23 pm	License Lookup			Disregard Stop Sign
2/7/2020	11:22 pm	11:22 pm	Registration Lookup			TXDL: 39551471
2/7/2020	11:21 pm	11:21 pm	Registration Lookup			TX -MBC0099
2/7/2020	9:30 pm	9:31 pm	Civil Process	2019-264		TX -MBC0099
2/7/2020	7:50 pm	7:50 pm	Registration Lookup			
2/7/2020	7:03 pm	7:03 pm	Registration Lookup			TX -1LVJR
2/7/2020	7:00 pm	7:00 pm	Registration Lookup			TX -LXC2391
2/7/2020	6:26 pm	6:26 pm	Civil Process	2020-036		TX -LXC2391
2/7/2020	5:59 pm	6:04 pm	Misc. Activity / Wreck	HWY 80 EAST, HAWKINS, TX	HWY 80 EAST, HAWKINS, TX	Misc. Activity / Wreck
2/7/2020	4:13 pm	4:14 pm	Misc. Activity / K9 Deployment	JoeTex Diesel hwy 69, Mineola, TX	JoeTex Diesel hwy 69, Mineola, TX	Misc. Activity / K9 Deployment
2/7/2020	12:07 pm	12:07 pm	Registration Lookup			
2/7/2020	12:06 pm	12:06 pm	Registration Lookup			TX -LPM7177
2/7/2020	12:06 pm	12:06 pm	Registration Lookup			TX -LPM7171
2/7/2020	12:06 pm	12:06 pm	Registration Lookup			TX -LPM1171
2/7/2020	12:05 pm	12:05 pm	Registration Lookup			TX -LPM1771
2/7/2020	12:05 pm	12:05 pm	Registration Lookup			TX -LPM1777
2/7/2020	12:04 pm	12:04 pm	Registration Lookup			TX -LPM1177
2/7/2020	12:04 pm	12:04 pm	Registration Lookup			TX -LPM1117

Officer Kelly Smith

Date	Start Time	End Time	Activity	Case Number	Location	Description
2/7/2020	12:04 pm	12:04 pm	Registration Lookup			
2/7/2020	12:03 pm	12:03 pm	Registration Lookup			TX -LMP1117
2/7/2020	12:03 pm	12:03 pm	Registration Lookup			TX -LMP7771
2/7/2020	12:03 pm	12:03 pm	Registration Lookup			TX -LMP1777
2/7/2020	12:02 pm	12:02 pm	Registration Lookup			TX -LMP7177
2/7/2020	12:02 pm	12:02 pm	Registration Lookup			TX -LMP7777
2/7/2020	12:02 pm	12:02 pm	Registration Lookup			TX -LMP7771
2/7/2020	12:02 pm	12:02 pm	Registration Lookup			TX -LMP7171
2/7/2020	12:01 pm	12:01 pm	Registration Lookup			TX -LMP7111
2/7/2020	12:01 pm	12:01 pm	Registration Lookup			TX -LMP7711
2/7/2020	12:00 pm	12:00 pm	Registration Lookup			TX -LMP1717
2/7/2020	12:00 pm	12:00 pm	Registration Lookup			TX -LMP1771
2/7/2020	12:00 pm	12:00 pm	Registration Lookup			TX -LMP1711
2/7/2020	11:59 am	11:59 am	Registration Lookup			TX -LMP1777
2/7/2020	11:58 am	11:58 am	Registration Lookup			TX -LMP1771
2/7/2020	11:58 am	11:58 am	Registration Lookup			TX -LPM1771
2/7/2020	11:57 am	11:57 am	Registration Lookup			TX -LPM1777
2/7/2020	11:56 am	11:56 am	Registration Lookup			TX -LPM1717
2/7/2020	11:56 am	11:56 am	Registration Lookup			TX -LPM7771
2/7/2020	11:56 am	11:56 am	Registration Lookup			TX -LPM7111
2/7/2020	11:55 am	11:55 am	Registration Lookup			TX -LPM7171
2/7/2020	11:55 am	11:55 am	Registration Lookup			TX -LMP7171
2/7/2020	11:55 am	11:55 am	Registration Lookup			TX -LMP7771
2/7/2020	11:35 am	11:47 am	Misc. Activity / K9 Deployment	109 Dewitt st., Alba, TX	109 Dewitt st., Alba, TX	TX -LMP7111
2/6/2020	8:24 pm	9:53 pm	Misc. Activity / Burglary	GJ Fitness, Mineola, TX	GJ Fitness, Mineola, TX	Misc. Activity / K9 Deployment
2/6/2020	8:09 pm	8:18 pm	Civil Process	2017-667		Misc. Activity / Burglary
2/6/2020	8:05 pm	8:09 pm	Civil Process	2019-264		
2/6/2020	7:57 pm	7:57 pm	Civil Process	E20-010-2		
2/6/2020	4:58 pm	4:59 pm	Civil Process	E20-010-2		
2/6/2020	4:55 pm	4:57 pm	Civil Process	2019-282		
2/6/2020	4:55 pm	4:55 pm	Civil Process	2016-250		
2/6/2020	4:51 pm	4:54 pm	Civil Process	2020-036		
2/6/2020	4:50 pm	4:50 pm	Civil Process	2017-667		
2/6/2020	4:49 pm	4:50 pm	Civil Process	2016-250		
2/6/2020	4:48 pm	4:49 pm	Civil Process	2017-667		
2/6/2020	4:47 pm	4:48 pm	Civil Process	2019-264		
2/6/2020	4:35 pm	4:46 pm	Civil Process	SC19-010-2		
2/6/2020	4:34 pm	4:34 pm	Civil Process	DC19-083-2		
2/6/2020	4:16 pm	4:34 pm	Civil Process	DC19-083-2		
2/6/2020	4:16 pm	4:16 pm	Civil Process	DC19-083-2		
2/6/2020	4:15 pm	4:15 pm	Civil Process	SC20-002-2		

Date	Start Time	End Time	Activity	Case Number	Location	Description
2/6/2020	4:15 pm	4:15 pm	Civil Process	SC20-003-2		
2/6/2020	4:12 pm	4:14 pm	Civil Process	SC20-004-2		
2/6/2020	4:09 pm	4:12 pm	Civil Process	SC20-003-2		
2/6/2020	4:05 pm	4:09 pm	Civil Process	SC20-002-2		
2/6/2020	4:02 pm	4:05 pm	Civil Process	SC20-001-2		
2/6/2020	4:02 pm	4:02 pm	Civil Process	E19-142-2		
2/6/2020	4:01 pm	4:01 pm	Civil Process	DC19-093-2		
2/6/2020	4:01 pm	4:01 pm	Civil Process	DC19-065-2		
2/6/2020	3:55 pm	4:01 pm	Civil Process	DC19-084-2		
2/6/2020	3:52 pm	3:55 pm	Civil Process	DC19-093-2		
2/6/2020	3:46 pm	3:52 pm	Civil Process	DC19-065-2		
2/6/2020	3:41 pm	3:45 pm	Civil Process	DC19-083-2		
2/6/2020	1:39 pm	1:39 pm	Misc. Activity / Baliff Court	, Mineola, TX	, Mineola, TX	Misc. Activity / Baliff Court
2/6/2020	1:29 pm	1:34 pm	Civil Process	E19-141-2		
2/6/2020	1:06 pm	6:04 pm	Civil Process	E19-142-2		
2/5/2020	7:18 pm	7:18 pm	Misc. Activity / K9 Deployment	Cheek St. Mineola PD, Mineola, TX	Cheek St. Mineola PD, Mineola, TX	Misc. Activity / K9 Deployment
2/5/2020	7:18 pm	7:18 pm	Misc. Activity / Training- K9	, Mineola, TX	, Mineola, TX	Misc. Activity / Training- K9
2/5/2020	6:15 pm	12:55 pm	Civil Process	SC20-001-2		
2/5/2020	6:13 pm	6:14 pm	Civil Process	DC19-084-2		
2/5/2020	6:11 pm	6:13 pm	Civil Process	DC19-093-2		
2/5/2020	6:10 pm	6:10 pm	Civil Process	DC19-065-2		
2/5/2020	6:09 pm	6:09 pm	Civil Process	SC20-001-2		
2/5/2020	6:06 pm	6:08 pm	Civil Process	SC20-001-2		
2/5/2020	6:02 pm	6:06 pm	Civil Process	E20-004-2		
2/5/2020	5:59 pm	6:01 pm	Civil Process	RR20-001-2		
2/5/2020	5:55 pm	5:59 pm	Civil Process	E20-003-2		
2/5/2020	5:52 pm	5:54 pm	Civil Process	2018-249		
2/5/2020	5:45 pm	5:52 pm	Civil Process	SC20-001-2		
2/5/2020	5:40 pm	5:41 pm	Civil Process	SC20-004-2		
2/5/2020	5:37 pm	5:40 pm	Civil Process	SC20-003-2		
2/5/2020	5:34 pm	5:36 pm	Civil Process	SC20-002-2		
2/5/2020	5:32 pm	5:34 pm	Civil Process	E20-002-2		
2/5/2020	5:30 pm	5:32 pm	Civil Process	E19-142-2		
2/3/2020	4:48 pm	4:53 pm	Civil Process	E20-009-2		
2/3/2020	4:08 pm	4:09 pm	Civil Process	RR20-001-2		
2/3/2020	3:51 pm	4:07 pm	Civil Process	E20-007-2		
2/3/2020	3:49 pm	3:50 pm	Civil Process	E20-006-2		
2/3/2020	3:19 pm	3:30 pm	Civil Process	E19-106-2		

Pct. 3 Constable GARY DIXON Monthly Service Log

February 2020 P1

Document #	Date Issued	Date2Hand	Time Rcvd	Date Serv.	CkorCtDate	Status	Type	Comments	
2019-680	1/22/2020	1/27/2020	1:15 PM	2/3/2020	12/30/2019	Served	Citation		
2019-680	Third Amended Petition Not Received			XXXX	???	XXXX	Citation	???	
2019-680	1/22/2020	1/27/2020	1:25 PM	2/3/2020	8-Jan	Served	Citation	???	
2019-680	1/23/2020	1/27/2020	1:30 PM	2/3/2020	17-Jan	Served	Citation		
2019-680	1/22/2020	1/30/2020	4:35 PM	Unable2Loc	12/30/2019	BadPetAdd	Citation	Moved2Illinois NoAddress@HLR	
2019-680	Third Amended Petition Not Received				???	XXXX	Citation	???	
2019-680	1/22/2020	1/30/2020	4:40 PM	Unable2Loc	8-Jan	BadPetAdd	Citation	Moved2Illinois NoAddress@HLR	
2019-680	1/23/2020	1/30/2020	4:45 PM	RetAll3 2/3	17-Jan	BadPetAdd	Citation	Moved2Illinois NoAddress@HLR	
E20-003-3	2/3/2020	2/3/2020	1:15 PM	2/3/2020	2/19/ @ 11	Served		ForcibleDetainer (ev)Svd.Occ Victor Reece	
E20-003-3	2/3/2020	2/3/2020	1:20 PM	2/3/2020	2/19/ @ 11	Served		ForcibleDetainer (eviction)	
	Bailiff Court	2/4/2020	10:00 AM			Bailiffed		ForcibleDetainer(eviction) 10:00	
2020-066	2/3/2020	2/10/2020	8:50 AM	2/11/2020		Served	Citation	Also Ev. 2/19	
2020-066	2/3/2020	2/10/2020	8:55 AM	2/11/2020		Served		Notice Of Hearing	
2020-040	1/27/2020	2/10/2020	12:15 PM	2/29/2020		Served	Citation	BarnCabin12X40	
2019-264	2/3/2020	2/10/2020	12:35 PM	2/24/2020		Served	Citation	Back Child Support	
2020-059	2/3/2020	2/10/2020	12:50 PM	Unable2Loc	Moved	Ret.2/19	Citation	Judgment,Foreclosure,OrderOfSale	
2020-061	2/3/2020	2/10/2020	12:55 PM	Unable2Loc	Moved	Ret.2/19	Citation	Judgment,Foreclosure,OrderOfSale	
2019-680	1/22/2020	2/10/2020	1:40 PM	2/10/2020	12/30/2019	Served	Citation	First Sent 2 Pct 2	
2019-680	Third Amended Petition Not Received			XXXX	???	XXXX	Citation	???	
2019-680	1/22/2020	2/10/2020	1:50 PM	2/10/2020	8-Jan	Served	Citation	First Sent 2 Pct 2	
2019-680	1/23/2020	2/10/2020	2:00 PM	2/10/2020	17-Jan	Served	Citation	First Sent 2 Pct 2	
20JC0016	2/3/2020	2/11/2020	10:05 AM	2/11/2020	\$75.00	Served	Citation	DebtClain HopkinsCo JP2	
E20-004-3	2/18/2020	2/18/2020	1:43 PM	2/21/2020	3-4 @ 9:00	Served		ForcibleDetainer (eviction) 9:00	
E20-004-3	2/18/2020	2/18/2020	2:00 PM	UnableError	3-4 @ 9:00	Retnd		ForcibleDetainer (eviction) 9:00 Deceased	
	Bailiff Court	2/19/2020	11:00 AM			Bailiffed		ForcibleDetainer(eviction) 11:00	
2016-381	2/14/2020	2/19/2020	3:40 PM	2/19/2020		Served	Citation	ChildSupport	
E20-004-3	2/20/2020	2/20/2020	9:40 AM	2/21/2020	3-4 @ 9:00	Served		Alternate Service Authorization	
My Office received, Not counting received by JP3, County, and Dist					\$75.00	Most of my fees are deposited with JP3 for me.			

Constable Scott Price Civil Process

	2-2020	Date Received by Constable	Date Returned by Constable	Status	Comments
TAX CITATION	T-4259	12-2-19	2-4-20	SERVED	402ND DC WOOD
CITATION	2014-686	12-2-19	2-18-20	RETURNED	↓
WRIT	19PX 0201	1-6-20	2-19-20	SERVED	JP#1 HOPKINS CO
CITATION	E 19-026-4	1-6-20		OPEN	JP#4 WOOD CO
CITATION	SC20-003-4	1-8-20 #1	2-26-20	SERVED	
WRIT	SC20-003-4	1-8-20 #2	2-25-20	SERVED	
WRIT	E 19-027-4	1-8-20	2-6-20	EXECUTED	
WRIT	E 19-033-4	1-8-20	2-13-20	EXECUTED	
WRIT	CC19-04636-D	1-14-20		OPEN	
CITATION	2009-691	1-21-20	2-5-20	SERVED	#4 DALLAS CO CONSTABLE
CITATION	E20-003-4	1-30-20 #1	2-3-20	SERVED	402ND DC WOOD
CITATION	E20-003-4	1-30-20 #2	2-3-20	SERVED	JP#4 WOOD CO
CITATION	E20-004-4	2-10-20 #1	2-10-20	SERVED	↓
CITATION	E20-004-4	2-10-20 #2	2-10-20	SERVED	↓
CITATION	20DC 0029	2-10-20	2-27-20	SERVED	HOPKINS CO JP#1
CITATION	SC20-004-4	2-20-20	2-24-20	SERVED	JP#4 (WOOD)
CITATION	DC20-007-4	2-24-20	2-26-20	SERVED	↓
CITATION	2017-641	2-24-20		OPEN	402ND DC WOOD
CITATION	2016-253	2-27-20	2-27-20	SERVED	402ND ↓
CITATION	E20-005-4	2-27-20 #1	2-29-20	SERVED	JP#4 WOOD CO
CITATION	E20-005-4	2-27-20 #2	2-29-20	SERVED	↓
CITATION	E20-006-4	2-27-20	2-29-20	SERVED	↓

200 cas RECEIVED THROUGH CONSTABLE OFFICE FOR TREASURER

175⁰⁰⁰
125⁰⁰⁰

_____ - _____

A RESOLUTION BY THE COMMISSIONERS COURT OF THE COUNTY OF WOOD, TEXAS AUTHORIZING THE SUBMISSION OF AN APPLICATION BRIEF FOR A GRANT REQUEST TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR FUNDING TO THE COUNTY OF WOOD, TEXAS, FOR A PROGRAM KNOWN AS "WOOD COUNTY CRIMINAL DISTRICT ATTORNEY – VICTIM SERVICES PROJECT FY 2021."

WHEREAS, THE COUNTY COMMISSIONERS OF THE COUNTY OF WOOD, find it in the best interest of the citizens of Wood County, Texas that the "Wood County Criminal District Attorney Victim Services Project FY 2021" be operated for the fiscal year of 2021; and

WHEREAS, the Wood County Commissioners agree to provide applicable matching funds for the said project as required by the "Victim of Crime Act" – VOCA grant application; and

WHEREAS, the Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Commissioners' Court designates the Wood County Criminal District Attorney as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED, by the Commissioners' Court of the County of Wood, Texas that Wood County approves submission of the grant application for the "Wood County Criminal District Attorney Victim Services Project FY 2021" to the Office of the Governor.

PASSED AND APPROVED this 10th day of March, 2020.

COUNTY OF WOOD

LUCY HEBRON
COUNTY JUDGE

VIRGIL HOLLAND
COMMISSIONER, PRECINCT ONE

JERRY GASKILL
COMMISSIONER, PRECINCT TWO

MIKE SIMMONS
COMMISSIONER, PRECINCT THREE

RUSSELL ACKER
COMMISSIONER, PRECINCT FOUR

ATTEST:

KELLEY PRICE, County Clerk

I, Kelley Price, County Clerk for the County of Wood, do hereby certify this to be a true and exact copy of County of Wood Resolution adopted by the Wood County Commissioners Court on the 10th day of March, 2020.

Grant Number: 4007801

**WOOD COUNTY APPLICATION AND PERMIT TO MOVE
OVERWEIGHT EQUIPMENT OR LOAD OVER ROADS
OF THE WOOD COUNTY ROAD SYSTEM**

PERMIT # 2207 Pct: 3

STATE OF TEXAS]

COUNTY OF WOOD] Quitman, Texas

Date 2/21/2020

Within the provisions of law, permission is hereby requested by Peak Operating, LLC
 1601NW Expressway, Suite 1600, Phone Number 405-607-2310
 of Oklahoma City, OK, 73118
 (Mailing Address) (City), (State) (Zip Code)

to transport the following equipment and maximum load, over the routes given below:

	Make and Model	License No.	Weight
Truck	Multiple loads as necessary		lbs.
Trailer			lbs.
			lbs.

Description of Load: rig loads, haul trucks, water and sand haulers as needed
 Name of Company & City where timber will be delivered: _____

Maximum total gross weight of equipment and load to be transported: _____ lbs.
 Movement to begin not earlier than: February 01, 2020
 Movement to be completed by: December 31, 2020

Routes Requested:
 CR No. 3270, From FM 49 To CR3270 1/2 mile north on 3270
 CR No. _____, From _____ To _____

IT IS EXPRESSLY UNDERSTOOD THAT THE COUNTY OF WOOD SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ANY DAMAGE OF WHATEVER NATURE THAT MAY RESULT FROM THE MOVEMENT OF THE ABOVE DESCRIBED VEHICLE AND LOAD OVER WOOD COUNTY ROADS AND THAT ALL SUCH RESPONSIBILITY FOR DAMAGES IS HEREBY ACCEPTED ON BEHALF OF THE APPLICANT, AND THE FEES FOR DAMAGES ARE AS FOLLOWS:

(Base at County Cost)	(Oil Sand at County Cost)	(RAP at County Cost)
Distribute Truck: \$120 per hr.	Dump Truck-Small (8 yds & Under): \$ 75 per hr.	Roller: \$ 85 per hr.
Mixer: \$ 75 per hr.	Boom Axe: \$100 per hr.	Broom: \$ 60 per hr.
Lander: \$ 85 per hr.	Recycler: \$150 per hr.	Water Truck: \$ 80 per hr.
Backhoe: \$ 85 per hr.	Haul Truck: \$100 per hr.	Lay Down Machine: \$100 per hr.
Motorgrader: \$100 per hr.	Belly Dump: \$100 per hr.	Chip Spreader: \$120 per hr.

I, the undersigned, certify that I am authorized to sign this application for the person or firm whose name appears on this application committing the above obligation, and that the statements in this application are true and correct.

I further certify that the equipment covered by this application is under lease from _____

Signed: Randall Rodriguez
 Print Name: Randall Rodriguez
 Title: Manager
 S.S.#: N/A
 D.L.#: _____

APPROVAL RECOMMENDED: Mahn Simmons
 (County Commissioner)

SURETY BOND REQUIRED: \$ _____

WITHIN THE PROVISION OF LAW, and in accordance with the conditions expressed above and on the other side of this page, permission is hereby granted to transport the above described equipment and maximum load over routes listed.
 ISSUED THIS _____ DAY OF _____, 20_____.

 County Judge, Wood County, Texas

THIS PERMIT VOID IF ALTERED
 NO PARKING OR LOADING ON COUNTY ROAD RIGHT-OF-WAY
 (PERMIT MAY BE ISSUED UP TO 90 DAYS)

PERMIT NO. 2207

WOOD COUNTY REQUIRES A MINIMUM OF 4 SIGNS TO BE POSTED AT EACH ENTRY ONTO COUNTY ROAD. THE FIRST SIGN TO BE WITHIN 100 FEET OF ENTRY ON COUNTY ROAD. THE SECOND SIGN TO BE WITHIN 200 FEET OF ENTRY ON COUNTY ROAD. SIGNS TO BE MOUNTED ON STEEL POSTS AT LEAST 4 FEET AND NOT MORE THAN 5 FEET ABOVE GROUND LEVEL WARNING PEOPLE OF TRUCKS AHEAD. ANY MUD, TRASH OR DEBRIS BROUGHT ONTO ROAD FROM TRUCKS MUST BE IMMEDIATELY REMOVED FROM ROAD SURFACE. SIGNS SHOULD BE SIZE 24" x 24" YELLOW BACKGROUND WITH BLACK LETTERING.

(Revised/Approved: 11/7/2014)



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

2-12-18



NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are David W. Hendricks (Seller) and Wood County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Property".

A. LAND: Lot 6A and 7C Block Six (6), Quitman Townsites Addition, City of Quitman Texas, known as County of Wood (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: the house/structure shall be removed within 90 days of closing

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 58,000.00

B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum

C. Sales Price (Sum of A and B) \$ 58,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: there is none

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 0.00 as earnest money to _____, as escrow agent, at _____ (address). Buyer shall deliver additional

earnest money of \$ none to escrow agent within _____ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at [] Seller's [x] Buyer's expense an owner policy of title insurance (Title Policy) issued by Don Roberts Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.

Initialed for identification by Buyer _____ and Seller DH SJH

- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within N/A days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within N/A days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within N/A days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: none

Buyer must object the earlier of (i) the Closing Date or (ii) 15 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not

Initialed for identification by Buyer _____ and Seller DA SH

subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee

- (9) obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code. PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)

- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- (Check one box only)
- (1) Buyer accepts the Property As Is.
 - (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ N/A. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before March 30, 2020, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:**

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:**

(Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

none Front porch will be cut off from house and not moved
PH

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly

provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer
at: _____

Phone: () _____
Fax: () _____
E-mail: _____

To Seller
at: _____

2260 CR 1630
Quisman, Tx 75783
Phone: () _____
Fax: () _____
E-mail: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Loan Assumption Addendum
- Addendum for Sale of Other Property by Buyer
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Addendum for Authorizing Hydrostatic Testing
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Seller's Temporary Residential Lease
- Short Sale Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- Addendum for Property in a Propane Gas System Service Area
- Other (list): _____

Initialed for identification by Buyer _____ and Seller DA SH

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 0.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 0 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. **READ THIS CONTRACT CAREFULLY.**

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer _____

David [Signature]
 Seller

Buyer _____

Sabrina [Signature]
 Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-14. This form replaces TREC NO. 20-13.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

- represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Broker Firm _____ License No. _____

- represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged. _____

Seller or Listing Broker _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged. _____

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged. _____

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

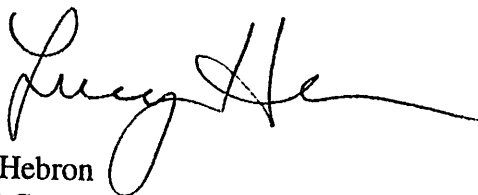
January 28, 2020

PUBLIC NOTICE

Notice is hereby given that a public hearing has been set for revision on the plat of Northeast Properties Subdivision.

The revision includes lots 86, 87, 88 ,89, 90, 105 and 106 within Northeast Properties Subdivision.

The public hearing is set for Tuesday, March 10, 2020, at 10:00 A.M. in the Commissioners Courtroom. All persons interested in revision to this plat may appear at the public hearing with opposition should they so desire.

A handwritten signature in black ink, appearing to read 'Lucy Hebron', with a long horizontal flourish extending to the right.

Lucy Hebron
Wood County Judge

To be published in the Wood County Monitor on February 13, February 20, and February 27, 2020.

January 28, 2020

PUBLIC NOTICE

Notice is hereby given that a public hearing has been set for revision on the plat of Holly Lake Ranch Subdivision.

The revision includes lots 30 and 31, Part 1, Section IX, within Holly Lake Ranch Subdivision.

The public hearing is set for Tuesday, March 10, 2020, at 10:00 A.M. in the Commissioners Courtroom. All persons interested in revision to this plat may appear at the public hearing with opposition should they so desire.

A handwritten signature in black ink, appearing to read "Lucy Hebron". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lucy Hebron
Wood County Judge

To be published in the Wood County Monitor on February 13, February 20, and February 27, 2020.

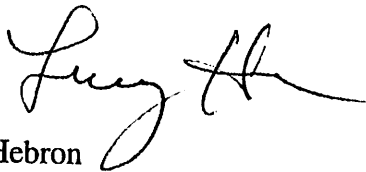
January 28, 2020

PUBLIC NOTICE

Notice is hereby given that a public hearing has been set for revision on the plat of Holly Lake Ranch Subdivision.

The revision includes lots 21, 22, and 23, Section VI, within Holly Lake Ranch Subdivision.

The public hearing is set for Tuesday, March 10, 2020, at 10:00 A.M. in the Commissioners Courtroom. All persons interested in revision to this plat may appear at the public hearing with opposition should they so desire.



Lucy Hebron
Wood County Judge

To be published in the Wood County Monitor on February 13, February 20, and February 27, 2020.

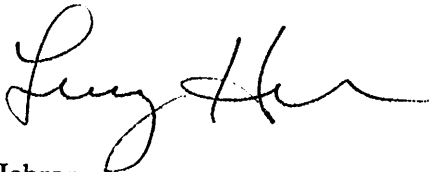
January 28, 2020

PUBLIC NOTICE

Notice is hereby given that a public hearing has been set for revision on the plat of Holly Lake Ranch Subdivision.

The revision includes lots 146 and 147, Section VII, within Holly Lake Ranch Subdivision.

The public hearing is set for Tuesday, March 10, 2020, at 10:00 A.M. in the Commissioners Courtroom. All persons interested in revision to this plat may appear at the public hearing with opposition should they so desire.

A handwritten signature in black ink, appearing to read 'Lucy Hebron', written in a cursive style.

Lucy Hebron
Wood County Judge

To be published in the Wood County Monitor on February 13, February 20, and February 27, 2020.