

**A G E N D A**  
**REGULAR SESSION, COMMISSIONERS COURT**  
**WOOD COUNTY COURTHOUSE**  
**100 MAIN STREET, COMMISSIONERS COURTROOM, 2<sup>ND</sup> FLOOR**  
**QUITMAN, WOOD COUNTY, TEXAS**  
**September 8, 2020 – 10:00 A.M**

Effective March 16, 2020, and subject to the following conditions, the following statutory provisions are temporarily suspended to the extent to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations:

TEXAS GOVERNMENT CODE § 551.127 (a-3), (b)-(c), (e), (h)-(i);  
TEXAS GOVERNMENT CODE § 551.043 (b)(2)-(3);  
TEXAS GOVERNMENT CODE § §551.049-551.057;  
TEXAS GOVERNMENT CODE § 551.125 (e)-(f);  
TEXAS GOVERNMENT CODE § 551.127 (f), (j);  
TEXAS GOVERNMENT CODE § 551.007(b);  
TEXAS GOVERNMENT CODE § 551.125 (b)(1), (d).

The meeting may be viewed / accessed/ or listened to by going to the Wood County Website, [www.mywoodcounty.com](http://www.mywoodcounty.com), and following the instructions listed on the Home Page. Unless otherwise noted on the website, submission of Public Comments may be made to the Wood County Judge's Office at the following: Via Email: [publiccomments@mywoodcounty.com](mailto:publiccomments@mywoodcounty.com) or via Facsimile: (903) 763-2902.

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 Constable Reports for July, 2020.
8. Consider approval of Treasurer's Report for month ending July 31, 2020.
9. Consider approval of contract renewals with SAVNS and APPRISS for FY 2021.
10. Consider approval of Resolution to Convey Struck-off Tax Sale Property for Cause # T-2701.
11. Consider approval to receive excess proceeds from delinquent tax sale from Linebarger, Goggan, Blair and Sampson, LLP.
12. Consider approval and re-adoption of Policy and Guidelines for Tax Abatement Agreement within the Reinvestment Zone for Commercial-Industrial Tax Abatement and an Order designating a certain area as a Reinvestment Zone for Commercial-Industrial Tax Abatement.
13. Consider approval of Tax Abatement for Slayton Properties as requested by the City of Mineola.
14. Consider approval of annual JAVS Maintenance and Support Agreement.
15. Consider approval of Road Permit #2216.
16. Consider approval of contract for the purchase of real property within the City of Quitman.
17. Consider approval to advertise for sealed bids for the sale of real property within the City of Quitman.
18. Public Hearing for the Revision of Lots 314, 315, and 317, Part III, Section II, of Holly Lake Subdivision and take necessary action.
19. Acknowledge miscellaneous Order of Assignment to the 402<sup>nd</sup> District Court.
20. Presentation of Safety Award by Texas Association of Counties.

**21. Executive Session regarding pending litigation and personnel.**

**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.**



**WOOD COUNTY TEXAS**  
**Departmental Line-Item Requests**  
**Budget Year FY2020**

Please consider the following budget line-item transfer requests:

<b>Dept.</b>	<b>JPD</b>	<b>08/31/2020</b>
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**Transfer from:**

100-574-3751	Machines & Equip	500.00
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**Transfer to:**

100-574-4999	Other	500.00
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Considered by Commissioners Court on Sept 08, 2020 and approved as budget line item transfer

**WOOD COUNTY TEXAS**  
**Budget Amendments**  
**Budget Year FY 2020**

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 2020.

Please consider the following budget amendment:

<b>CST 2</b>	<b>Boxcar ship</b>	<b>August 1, 2020</b>
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100-370-6000	Donations	54.00
100-552-4996	K9 expense	54.00

<b>CST 2</b>	<b>Boxcar ship</b>	<b>August 1, 2020</b>
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100-370-6000	Donations	14.80
100-552-4996	K9 expense	14.80

<b>CST 2</b>	<b>Boxcar ship</b>	<b>August 1, 2020</b>
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100-370-6000	Donations	28.00
100-552-4996	K9 expense	28.00

<b>CST 2</b>	<b>Boxcar ship</b>	<b>August 1, 2020</b>
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100-370-6000	Donations	50.00
100-552-4996	K9 Expense	50.00

<b>SD</b>	<b>DIMOCK</b>	<b>August 1, 2020</b>
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100-560-4996	K9 EXPENSE	150.00
100-370-6000	DONATIONS	150.00

<b>SD</b>	<b>Damages/vehicle 5534</b>	<b>August 1, 2020</b>
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100-364-0000	Damages	1,859.08
100-560-4541	Vehicle repair and Maint.	1,859.08

<b>SD</b>	<b>Damages/vehicle 5536</b>	<b>August 1, 2020</b>
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100-364-0000	Damages	997.83
100-560-4541	Vehicle Repair and Maint	997.83

<b>SD</b>	<b>Damages/vehicle 5536</b>	<b>August 1, 2020</b>
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100-364-0000	Damages	3,901.63
100-560-4541	Vehicle Repair and Maint	3,901.63

PF	Damages/basement flood	August 1, 2020
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100-364-0000	Damages	17,650.97
100-511-4510	Repairs & Maint.	17,650.97

SD	Damages/vehicle 6788	August 1, 2020
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100-364-0000	Damages	1,070.60
100-560-4541	Vehicle Repair and Maint	1,070.60

SD	Damages/vehicle 5538	August 1, 2020
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100-364-0000	Damages	2,885.47
100-560-4541	Vehicle Repair and Maint	2,885.47

SD	Grease	August 1, 2020
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100-363-0000	Sale of Property	127.70
100-560-3314	food	127.70

SD	Estray Exp	August 1, 2020
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100-363-1000	Sale of Property	2,049.84
100-560-4995	Estray Expenses	2,049.84

RB2	Airport/ Mowing	August 1, 2020
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200-337-2000	Interlocal Cooperative	642.00
200-612-3301	Fuel & Oil	642.00

RB3	Mineola Iron	August 1, 2020
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200-363-3000	Sale of Surplus	540.30
200-613-3700	Equip	540.30

TOTAL BUDGET AMENDMENTS \$ 32,022.22

Considered by Commissioners Court on September 8, 2020 and approved as a budget amendment



# WOOD CO. CONSTABLE PCT.2

## Daily Activity Log

From: 7/1/2020 12:00:00 AM

To: 7/31/2020 11:59:00 PM

Officer Kelly Smith

Date	Start Time	End Time	Activity	Case Number	Location	Description
7/24/2020	7:24 pm	7:25 pm	Civil Process	E20-060-2		
7/24/2020	7:18 pm	7:23 pm	Civil Process	SC20-020-1		
7/24/2020	7:15 pm	7:17 pm	Civil Process	E20-060-2		
7/24/2020	7:00 pm	7:02 pm	Civil Process	348-D20169-19		
7/24/2020	6:58 pm	7:00 pm	Civil Process	SC20-1536JP5		
7/10/2020	7:06 pm	7:06 pm	Registration Lookup			
7/10/2020	6:53 pm	6:53 pm	Registration Lookup			TX -AD70489
7/10/2020	6:28 pm	7:15 pm	Crash Report	20-00004	CR 2263	TX -LCG6104
7/10/2020	6:08 pm	6:08 pm	Registration Lookup			
7/10/2020	6:06 pm	6:06 pm	Registration Lookup			TX -LLJ6087
7/9/2020	4:22 pm	4:04 pm	Civil Process	E20-016-1		TX -GXP2085
7/8/2020	4:14 pm	4:18 pm	Civil Process	SC20-008-2		
7/8/2020	4:02 pm	4:02 pm	Misc. Activity / Assist Motorist			
7/8/2020	3:56 pm	3:57 pm	Civil Process	SC20-010-2	Mineola, TX	Misc. Activity / Assist Motorist
7/8/2020	1:38 pm	1:40 pm	Civil Process	SC20-007-		
7/8/2020	1:37 pm	1:38 pm	Civil Process	SC20-007-2		
7/6/2020	1:39 pm	1:39 pm	Civil Process	2020-095		
7/6/2020	1:35 pm	1:37 pm	Civil Process	2011-837		
7/6/2020	1:32 pm	1:35 pm	Civil Process	2011-837		
7/6/2020	1:30 pm	1:32 pm	Civil Process	2016-250		
7/6/2020	1:27 pm	1:28 pm	Civil Process	2020-265		
7/6/2020	1:23 pm	1:24 pm	Civil Process	2015-283		
7/6/2020	1:20 pm	1:22 pm	Civil Process	2015-283		
7/6/2020	1:13 pm	1:17 pm	Civil Process	2020-164		
7/6/2020	1:08 pm	1:12 pm	Civil Process	200-165		
7/6/2020	1:05 pm	1:08 pm	Civil Process	T-4238		
7/6/2020	12:47 pm	12:47 pm	Registration Lookup			TX -LCX4808



Pct. 3

Constable GARY DIXON Monthly Service Log

July 2020 P1

Document #	Date Issued	Date2Hand	Time Rcvd	Date Serv.	CkorCtDate	Status	Type	Comments
Corona Virus Pandemic								
2020-CJ-10086	6/22/2020	6/28/2020	5:25 PM	7/7/2020		Served	Citation	JP1 Silsbee, Hardin Co. Tx
2019-64768	9/13/2019	7/7/2020	12:17 PM	7/14/2020	\$75.00	Served	Citation	From Pct2 Kelly Smith
Attached Letter Dated May 1, 2020 for new service address						Retnd7/17	Mailed	295 Court Harris County Texas
	Bailiff Court	7/8/2020	10:00 AM				Bailiff	Citation Debt
E20-009-3	7/8/2020	7/8/2020	11:20 AM	7/8/2020		Served	Forcible Detainer (eviction)	
E20-009-3	7/8/2020	7/8/2020	11:25 AM	7/8/2020		Served	Forcible Detainer (eviction)	
	Bailiff Court	7/8/2020	1:00 PM				Bailiff	Citation Debt
	Bailiff Court	7/8/2020	2:00 PM				Bailiff	Motion
	Bailiff Court	7/9/2020	10:00 AM				Bailiff	Evictions X4
E20-010-3	7/9/2020	7/9/2020	8:05 PM	7/10/2020		Served	Forcible Detainer (eviction)	
E20-010-3	7/9/2020	7/9/2020	8:10 PM	7/10/2020		Served	Forcible Detainer (eviction)	
2020-100	2/24/2020	7/16/2020	5:15 PM			www	Citation	Wood District Court
Mailed by EZM Okla, Post Mkd July 6; Recvd July 16 @ 5:15 PM in Const PO Box 505								
E20-006-3	7/20/2020	7/20/2020	4:10 PM			Pstd Warning	Writ Of Possession (Not Signed Until 20th.)	
E20-006-3	7/20/2020	7/20/2020	4:10 PM	7/27/2020		Executed	Writ Of Possession	
	Bailiff Court	7/23/2020	10:00 AM				Bailiff	Evictions X2

My Office received, Not counting received by JP3, County, and District for me. Most of my fees are deposited with JP3 for me.

## Constable Scott Price Civil Process

	7-2020	Date Received	Date Returned		
	Docket #	by Constable	by Constable	Status	Comments
CITATION	20DC 0038	3-16-20	7-7-20	SERVED	JP#1 Hepkins Co
CITATION	2020-198	5-20-20	7-28-20	RECALLED	402 <del>ST</del> Wood Co
CITATION	20JC 0056	6-8-20	7-7-20	RETURNED	JP#2 Hepkins Co
CITATION	E20-009-4	7-6-20	7-6-20	SERVED	JP#4 Wood Co
CITATION	2019-613	7-13-20	7-29-20	SERVED	402 <del>ST</del> DC Wood Co
WRET	E20-007-4	7-14-20	7-30-20	EXCUSED	JP#4 Wood Co
SUBPOENA	TN20-015-4	7-15-20	7-21-20	SERVED	JP#4 Wood Co
CITATION	E20-010-4	7-20-20	7-21-20	SERVED	
CITATION	E20-011-4	7-21-20	7-21-20	SERVED	
CITATION	DC20-032-4	7-21-20		OPEN	
CITATION	DC20-037-4	7-21-20		OPEN	
CITATION	E20-019-4	7-28-20*1	7-30-20	SERVED	
CITATION	E20-012-4	7-28-20*2	7-30-20	SERVED	

O.O money RECEIVED  
THROUGH THE CONSTABLE  
OFFICE FOR THE  
TREASURER




FUND CODE	FUND NAME	CASH BALANCE 6/30/2020	RECEIPTS	DISBURSEMENTS	TRANSFER IN/(OUT)	Net Change	CASH BALANCE 07/31/2020
0.00							
CASH IN BANK - NON POOLED CASH ACCOUNTS - NON-BUDGETED, N							
<b>BANKTEXAS ACCOUNTS</b>							
200	Road & Bridge CD RRC Restricted	\$ 27,695.09	\$ 22.76	\$0.00	\$0.00	\$22.76	\$ 27,717.85
233	Sheriff's Forfeiture Fund (Budgeted)	3,276.41	0.00	0.00	-	0.00	3,276.41
401	Grant Fund	372,493.00	0.00	0.00	0.00	0.00	372,493.00
601	Interest & Sinking	26,729.78	48.02	0.00	0.00	48.02	26,777.80
895	Health Plan	381,704.07	387,415.46	(158,863.97)	(300,002.00)	(91,450.51)	290,253.56
895	Health Plan CD	829,595.85	1,505.60	0.00	300,002.00	301,507.60	1,131,103.45
895	Health Plan CDARS	266,749.17	194.91	0.00	0.00	194.91	266,944.08
898	MRP/DPC Clearing	8,009.20	5,777.98	(4,151.01)	0.00	1,626.95	9,636.15
	District Clerk Clearing	28,888.93	28,201.11	(29,040.93)	0.00	(839.82)	28,049.11
	JP1 Clearing	8,770.90	12,140.50	(10,442.40)	0.00	1,698.10	10,469.00
	JP2 Clearing	12,143.78	16,222.26	(12,637.78)	0.00	3,584.48	15,728.26
	JP3 Clearing - CNB	2,483.50	5,692.00	(4,441.50)	0.00	1,250.50	3,714.00
	JP4 Clearing	3,730.50	6,421.50	(4,473.50)	0.00	1,948.00	5,678.50
	Treasurer's Credit Card	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL BANKTEXAS - NON POOLED CASH ACCOUNTS</b>	<b>\$ 1,972,250.18</b>	<b>\$ 443,642.08</b>	<b>\$ (224,051.09)</b>	<b>\$0.00</b>	<b>\$ 219,598.99</b>	<b>\$ 2,191,841.17</b>
<b>TEXPOOL ACCOUNTS</b>							
601	Interest & Sinking	38,069.57	6.72	0.00	0.00	6.72	38,076.29
895	Health Plan	1,213.31	0.31	0.00	0.00	0.31	1,213.62
	<b>TOTAL TEXPOOL - NON POOLED CASH ACCOUNTS</b>	<b>\$39,282.88</b>	<b>\$7.03</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 7.03</b>	<b>\$ 39,289.91</b>
	<b>TOTAL CASH IN BANK - NON POOLED CASH ACCOUNTS</b>	<b>\$ 2,011,533.06</b>	<b>\$ 443,649.11</b>	<b>\$ (224,051.09)</b>	<b>\$0.00</b>	<b>\$ 219,598.02</b>	<b>\$ 2,231,131.08</b>
	<b>TOTAL CASH IN BANK - ALL TREASURER'S ACCOUNTS</b>	<b>\$ 32,642,808.06</b>	<b>\$ 1,169,194.40</b>	<b>\$ (2,109,617.25)</b>	<b>\$0.00</b>	<b>\$ (940,422.85)</b>	<b>\$ 31,702,385.21</b>

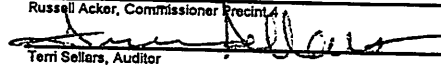
Miscellaneous Information  
 Indebtedness as of 7/31/2020: \$0.00 Certificate of Obligation: None  
 RB Line of Credit-Railroad Commission \$25,000 CD Secured - Current Balance Available \$27,717

Bank Texas (including CDARS and ICS)	\$ 30,643,529.58	
Non-Depository Investments	496,120.00	
TexPool:	592,735.63	
Total	\$ 31,702,385.21	0.00
Bank Texas Interest Income: Interest Rate .00%-.16%	\$ 2,335.72	
Certificates of Deposit: Interest Rates Varies	22,584.72	
CDARS Interest Income	4,067.42	
TexPool Interest Income: Interest Rate .21%	99.58	
Total Interest Income	\$ 29,087.44	0.00

I, Becky S. Burford, County Treasurer, in and for the County of Wood, State of Texas, do hereby present the July 2020 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 earning interest in accordance with the Wood County Depository Contract.

  
 Becky S. Burford, Wood County Treasurer

Presented, examined, and accepted at the regular term of Commissioners Court on this the \_\_\_ day of September, 2020.

- \_\_\_\_\_  
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
-   
Terri Sellers, Auditor
- ATTEST:
- \_\_\_\_\_  
Kelley Price, County Clerk

**WOOD COUNTY, TEXAS  
RECAP OF FUNDS BY BANK ACCOUNTS  
FOR THE MONTH ENDING JULY 31, 2020**

Fund	Beginning Cash Balance	M-T-D Receipts	M-T-D Disbursements	Transfers	Ending Balance	BankTexas Quilman	Allocation of Cash			Total Cash
							BankTexas CDARS	Non-Depository Banks	TexPool	
200 Road & Bridge CD Restricted	\$ 27,695.09	\$22.76	\$0.00	\$0.00	\$27,717.85	\$27,717.85	\$0.00	\$0.00	\$0.00	\$27,717.85
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	372,493.00	\$0.00	\$0.00	\$0.00	372,493.00	372,493.00	0.00	0.00	0.00	372,493.00
601 Interest and Sinking	64,799.35	54.74	0.00	0.00	64,854.09	26,777.80	0.00	0.00	0.00	372,493.00
890 Pooled Funds	12,482,187.78	700,616.62	(1,885,566.16)	(1,350,014.00)	9,947,224.24	9,947,224.24	0.00	0.00	38,076.29	64,854.09
890 Pooled CDs	18,149,087.22	24,928.67	0.00	1,350,014.00	19,524,029.89	14,962,270.30	4,065,639.59	496,120.00	0.00	9,947,224.24
895 Health Plan Fund	382,917.38	367,415.77	(158,863.97)	(300,002.00)	291,467.18	290,253.56	0.00	0.00	1,213.62	19,524,029.89
895 Health Plan CDs	1,096,345.02	1,700.51	0.00	300,002.00	1,398,047.53	1,131,103.45	266,944.08	0.00	0.00	291,467.18
898 MRP/DPC Clearing	8,009.20	5,777.96	(4,151.01)	0.00	9,636.15	9,636.15	0.00	0.00	0.00	1,398,047.53
District Clerk Clearing	28,888.93	28,201.11	(29,040.93)	0.00	28,049.11	28,049.11	0.00	0.00	0.00	9,636.15
JP1 Clearing	8,770.90	12,140.50	(10,442.40)	0.00	10,469.00	10,469.00	0.00	0.00	0.00	28,049.11
JP2 Clearing	12,143.78	16,222.26	(12,637.78)	0.00	15,728.26	15,728.26	0.00	0.00	0.00	10,469.00
JP3 Clearing	2,463.50	5,692.00	(4,441.50)	0.00	3,714.00	3,714.00	0.00	0.00	0.00	15,728.26
JP4 Clearing	3,730.50	6,421.50	(4,473.50)	0.00	5,678.50	5,678.50	0.00	0.00	0.00	3,714.00
Treasurer's Credit Card	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,678.50
<b>Grand Total</b>	<b>\$ 32,642,808.06</b>	<b>\$ 1,169,194.40</b>	<b>\$ (2,109,617.25)</b>	<b>\$ -</b>	<b>\$ 31,702,385.21</b>	<b>\$ 26,834,391.63</b>	<b>\$ 4,332,583.67</b>	<b>\$ 496,120.00</b>	<b>\$ 39,289.91</b>	<b>\$ 31,702,385.21</b>

**WOOD COUNTY, TEXAS**  
**COMBINED STATEMENT OF CASH ACCOUNTS ACTIVITY**  
**FOR THE YEAR-TO-DATE THROUGH JULY 31, 2020**

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 7/31/2020
<b>BUDGETED FUNDS</b>									
<b>OPERATING FUNDS</b>									
100	General	\$ 17,643,914.94	\$ 22,646.27	\$ 17,666,561.21	\$ 16,973,556.19	\$ (14,315,459.16)	\$ 42,617.83	\$ 2,700,714.86	\$ 20,367,276.07
200	Road and Bridge Fund	5,186,642.47	(21,719.82)	5,164,922.65	5,690,896.78	(5,616,747.23)	(550.57)	73,598.88	5,238,521.63
270	Tobacco Settlement Fund	96,829.94	0.00	96,829.94	8,784.03	-	-	8,784.03	105,613.97
	<b>Total Operating Funds</b>	<b>\$ 22,927,387.35</b>	<b>\$ 926.45</b>	<b>\$ 22,928,313.80</b>	<b>\$ 22,673,237.00</b>	<b>\$ (19,932,206.39)</b>	<b>\$ 42,067.26</b>	<b>\$ 2,783,097.87</b>	<b>\$ 25,711,411.67</b>
<b>SPECIAL REVENUE FUNDS</b>									
230	CC-Records Mgmt. & Preservation	752,598.26	0.00	752,598.26	118,489.11	(109,066.84)	0.00	9,422.27	762,020.53
231	General Records Mgmt. & Preservation	34,114.29	0.00	34,114.29	9,163.52	(4,224.84)	0.00	4,938.58	39,052.87
232	CC-Records Archive Fee	429,502.14	0.00	429,502.14	110,984.12	0.00	0.00	110,984.12	540,486.26
234	Courthouse Security	64,696.53	0.00	64,696.53	20,712.02	(3,089.48)	(17,500.00)	122.56	64,819.09
235	Hotel and Motel Tax	195,650.75	(38.45)	195,612.30	89,963.77	(89,207.78)	0.00	20,755.99	216,368.29
238	Child Welfare	5,522.70	0.00	5,522.70	8,164.92	(5,419.19)	0.00	2,745.73	8,268.43
238	Crime Victims Services	5,523.96	0.00	5,523.96	261.18	(26.06)	0.00	235.12	5,759.08
239	Justice Court Technology	70,441.62	(2,058.68)	68,382.94	6,977.44	(9,347.05)	0.00	(2,369.61)	66,013.33
240	DC-Records Mgmt. & Preservation	26,556.48	0.00	26,556.48	2,994.71	(8,882.76)	0.00	(5,888.05)	20,668.43
241	JP Building Security Fee	26,354.99	2,058.68	28,413.67	1,791.20	(20,507.76)	0.00	(18,716.56)	9,697.11
242	Elections Special	60,101.64	0.00	60,101.64	1,610.55	0.00	0.00	1,610.55	61,712.19
243	Guardianship	56,987.44	0.00	56,987.44	4,679.85	0.00	0.00	4,679.85	61,667.29
244	CC-Technology	7,631.55	0.00	7,631.55	719.08	0.00	0.00	719.08	8,350.63
245	DC-Technology	17,805.12	0.00	17,805.12	2,678.76	0.00	0.00	2,678.76	20,483.88
246	DC-Records Archive Fee	54,873.51	0.00	54,873.51	5,160.65	(25,649.51)	0.00	(20,488.86)	34,384.65
247	DC-CT Records Preservation	32,780.01	0.00	32,780.01	1,744.80	0.00	0.00	1,744.80	34,524.81
260	Law Library	56,894.32	0.00	56,894.32	13,953.43	(2,800.00)	0.00	11,153.43	68,047.75
305	Constable Forfeiture	4,104.82	(838.00)	3,266.82	13.75	(3,931.32)	661.40	(3,256.17)	10.65
402	Election - CARES Grant	10.62	0.00	10.62	48,391.86	0.00	0.00	48,391.86	48,391.86
	<b>Total Special Revenue Funds</b>	<b>\$ 1,902,150.75</b>	<b>\$ (876.45)</b>	<b>\$ 1,901,263.68</b>	<b>\$ 448,454.72</b>	<b>\$ (262,162.67)</b>	<b>(\$16,838.60)</b>	<b>\$ 169,453.45</b>	<b>\$ 2,070,717.13</b>
<b>OTHER FUNDS</b>									
250	Right of Way	863,490.68	0.00	863,490.68	11,053.02	0.00	0.00	11,053.02	874,543.70
281	Community Supervision & Corr.	401,796.10	0.00	401,796.10	391,833.12	(427,174.80)	137.88	(35,203.80)	366,592.30
290	Juvenile Probation Department	(6,501.09)	0.00	(6,501.09)	259,579.50	(244,751.45)	0.00	14,828.04	8,326.95
892	Historical Commission	47,327.08	0.00	47,327.08	852.66	(3,952.38)	10,000.00	6,900.28	54,227.36
	<b>Total Other Funds</b>	<b>\$ 1,306,112.77</b>	<b>\$ -</b>	<b>\$ 1,306,112.77</b>	<b>\$ 663,318.30</b>	<b>\$ (675,878.64)</b>	<b>\$ 10,137.88</b>	<b>\$ (2,422.46)</b>	<b>\$ 1,303,690.31</b>
	<b>TOTAL BUDGETED FUNDS</b>	<b>\$ 26,135,650.87</b>	<b>\$ 50.00</b>	<b>\$ 26,135,690.25</b>	<b>\$ 23,785,010.02</b>	<b>\$ (20,870,247.70)</b>	<b>\$ 35,366.54</b>	<b>\$ 2,950,128.66</b>	<b>\$ 29,085,819.11</b>
<b>NON-BUDGETED AND NON-COUNTY FUNDS</b>									
880	Treasurer's State Fees	70,725.78	(50.00)	70,675.78	294,822.52	(329,799.21)	(35,366.54)	(70,343.23)	332.55
891	Payroll Fund	355,320.23	(1,140.57)	354,179.66	0.00	30,922.81	0.00	30,922.81	385,102.47
999	Upper Sabine Valley Waste Mgmt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL NON-BUDGETED FUNDS</b>	<b>\$ 426,046.01</b>	<b>\$ (1,190.57)</b>	<b>\$ 424,855.44</b>	<b>\$ 294,822.52</b>	<b>\$ (298,876.40)</b>	<b>\$ (35,366.54)</b>	<b>\$ (39,420.42)</b>	<b>\$ 385,435.02</b>
	<b>TOTAL CASH IN POOLED ACCOUNTS</b>	<b>\$ 26,561,696.88</b>	<b>\$ (1,140.57)</b>	<b>\$ 26,560,545.69</b>	<b>\$ 24,079,832.54</b>	<b>\$ (21,169,124.10)</b>	<b>\$ -</b>	<b>\$ 2,910,708.44</b>	<b>\$ 29,471,254.13</b>
<b>CASH IN BANK - POOLED CASH ACCOUNTS</b>									
890	AP Pooled Cash	1,505,476.94	0.00	1,505,476.94	10,784.78	(9,363,156.73)	8,887,000.00	(465,371.95)	1,040,104.99
890	Payroll Pooled Cash	1,502,962.40	(1,140.57)	1,501,821.83	8,489.17	(11,795,322.37)	11,125,000.00	(661,833.20)	839,988.63
890	Deposits Pooled Cash	8,755,215.92	0.00	8,755,215.92	23,782,910.95	(5.00)	(24,999,096.97)	(1,216,181.02)	7,539,024.90
890	CD Investments	4,114,942.59	0.00	4,114,942.59	147,268.71	0.00	10,700,059.00	10,847,327.71	14,962,270.30
890	CD Non-Depository	492,178.22	0.00	492,178.22	8,941.78	0.00	(3,000.00)	3,941.78	496,120.00
890	CDARS Investments	8,682,910.47	0.00	8,682,910.47	102,551.15	0.00	(4,719,822.03)	(4,617,270.88)	4,065,639.59
890	TexPool Pooled Investments	1,502,559.72	0.00	1,502,559.72	20,886.00	0.00	(1,000,000.00)	(979,114.00)	523,445.72
890	Jury Pooled Cash	5,440.00	0.00	5,440.00	0.00	(10,640.00)	9,860.00	(780.00)	4,660.00
	<b>TOTAL CASH IN BANK - POOLED CASH ACCOUNTS</b>	<b>\$ 26,561,686.26</b>	<b>\$ (1,140.57)</b>	<b>\$ 26,560,545.69</b>	<b>\$ 24,079,832.54</b>	<b>\$ (21,169,124.10)</b>	<b>\$ 0.00</b>	<b>\$ 2,910,708.44</b>	<b>\$ 29,471,254.13</b>
<b>0.00</b>									

FUND CODE	FUND NAME	PRIOR-YEAR		REVISED		RECEIPTS	DISBURSEMENTS	TRANSFER IN/(OUT)	Net Change	CASH BALANCE 7/31/2020
		CASH BALANCE 9/30/2019	RECLASSES	CASH BALANCE 10/01/2018						
<b>CASH IN BANK - NON POOLED CASH ACCOUNTS - NON-BUDGE</b>										
<b>BANKTEXAS ACCOUNTS</b>										
200	Road & Bridge CD RRC Restricted	\$ 27,299.82	\$ -	\$ 27,299.82	\$ 418.03	\$ -	\$ -	\$ -	\$ 418.03	\$ 27,717.85
233	Sheriff's Forfeiture Fund (Budgeted)	3,276.41	0.00	3,276.41	-	-	-	-	0.00	3,276.41
401	Grant Fund	0.00	0.00	0.00	372,613.00	(120.00)	-	-	372,493.00	372,493.00
601	Interest & Sinking	26,233.67	0.00	26,233.67	544.13	-	-	-	544.13	26,777.80
895	Health Plan	316,193.15	0.00	316,193.15	2,786,868.35	(2,480,492.48)	(332,315.46)	(25,939.59)	614,546.30	1,131,103.45
895	Health Plan CD	516,557.15	0.00	516,557.15	14,543.30	-	-	-	14,543.30	531,100.45
895	Health Plan CDARS	527,533.96	0.00	527,533.96	7,097.66	-	(267,687.54)	(260,589.88)	266,944.08	266,944.08
898	MRP/DPC Clearing	11,964.34	0.00	11,964.34	58,528.24	(60,856.43)	-	(2,328.19)	9,636.15	9,636.15
	District Clerk Clearing	22,120.01	0.00	22,120.01	294,414.70	(288,485.60)	-	5,929.10	28,049.11	28,049.11
	JP1 Clearing	17,807.75	0.00	17,807.75	132,118.91	(139,457.66)	-	(7,338.75)	10,469.00	10,469.00
	JP2 Clearing	13,091.03	0.00	13,091.03	68,537.25	(72,890.52)	-	2,637.23	15,728.26	15,728.26
	JP3 Clearing	8,067.27	0.00	8,067.27	51,023.08	(49,824.08)	-	(4,353.27)	3,714.00	3,714.00
	JP4 Clearing	4,479.50	0.00	4,479.50	230.00	(230.00)	-	0.00	0.00	0.00
	Treasurer's Credit Card	0.00	0.00	0.00	-	-	-	-	-	-
	<b>TOTAL BANKTEXAS - NON POOLED CASH ACCOUNTS</b>	<b>1,494,624.06</b>	<b>\$ -</b>	<b>\$ 1,494,624.06</b>	<b>\$ 3,930,711.06</b>	<b>\$ (3,233,493.95)</b>	<b>\$ 0.00</b>	<b>\$ 697,217.11</b>	<b>\$ 2,191,841.17</b>	
<b>TEXPOOL ACCOUNTS</b>										
601	Interest & Sinking	37,742.64	0.00	37,742.64	333.65	0.00	0.00	333.65	38,076.29	38,076.29
895	Health Plan	1,203.00	0.00	1,203.00	10.62	0.00	0.00	10.62	1,213.62	1,213.62
	<b>TOTAL TEXPOOL - NON POOLED CASH ACCOUNTS</b>	<b>\$ 38,945.64</b>	<b>\$ -</b>	<b>\$ 38,945.64</b>	<b>\$ 344.27</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 344.27</b>	<b>\$ 39,289.91</b>	
	<b>TOTAL CASH IN BANK - NON POOLED CASH ACCOUNTS</b>	<b>\$ 1,533,569.70</b>	<b>\$ -</b>	<b>\$ 1,533,569.70</b>	<b>\$ 3,931,055.33</b>	<b>\$ (3,233,493.95)</b>	<b>\$ 0.00</b>	<b>\$ 697,561.38</b>	<b>\$ 2,231,131.08</b>	
	<b>TOTAL CASH IN BANK - ALL TREASURER'S ACCOUNTS</b>	<b>\$ 28,095,255.96</b>	<b>\$ (1,140.57)</b>	<b>\$ 28,094,115.39</b>	<b>\$ 28,010,887.87</b>	<b>\$ (24,402,618.05)</b>	<b>\$ 0.00</b>	<b>\$ 3,608,269.82</b>	<b>\$ 31,702,385.21</b>	

Miscellaneous Information

Indebtedness as of 7/31/2020: \$0.00 Certificate of Obligation: None

RB Line of Credit-Railroad Commission \$25,000 CD Secured - Current Balance Available \$27,717

Bank Texas (including CDARS and ICS)	Cash Balance	\$ 30,643,529.58
Non-Depository Investments	Cash Balance	496,120.00
TexPool:	Cash Balance	562,735.63
Total		\$ 31,702,385.21
Bank Texas Interest Income:		\$ 89,197.40
Certificates of Deposit:		169,904.91
CDARS Interest Income:		109,648.81
TexPool Interest Income:		21,230.27
Total Interest Income		\$ 389,981.39

0.00

I, Becky S. Burford, County Treasurer, in and for the County of Wood, State of Texas, do hereby present the July 2020 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 Earning Interest 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 September 2020.

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

*Toni Sellers*  
 Toni Sellers, Auditor

ATTEST:

Kelley Price, County Clerk

**WOOD COUNTY, TEXAS  
 RECAP OF FUNDS BY BANK ACCOUNTS  
 FOR THE YEAR-TO-DATE ENDING JULY 31, 2020**

Fund	Beginning Cash Balance	M-T-D Receipts	M-T-D Disbursements	Transfers	Ending Balance	BankTexas Quitman	BankTexas CDARS	Allocation of Cash		Total Cash
								Non-Depository Banks	TexPool	
200 Road & Bridge CD Restricted	\$ 27,299.82	\$418.03	\$0.00	\$0.00	\$27,717.85	\$27,717.85	\$0.00	\$0.00	\$0.00	\$27,717.85
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	\$372,613.00	-\$120.00	\$0.00	372,493.00	372,493.00	0.00	0.00	0.00	\$372,493.00
601 Interest and Sinking	63,976.31	\$877.78	\$0.00	\$0.00	64,854.09	26,777.80	0.00	38,076.29	0.00	\$64,854.09
890 Pooled Funds	13,270,514.41	\$23,823,070.90	-\$21,169,124.10	-\$5,977,236.97	9,947,224.24	9,947,224.24	0.00	0.00	0.00	\$9,947,224.24
895 Pooled CDs	13,290,031.28	\$256,761.64	\$0.00	\$5,977,236.97	19,524,029.89	14,962,270.30	4,065,639.59	0.00	0.00	\$19,524,029.89
895 Health Plan Fund	317,396.15	\$2,786,878.97	-\$2,480,492.48	-\$332,315.46	291,467.18	290,253.56	0.00	0.00	0.00	\$291,467.18
895 Health Plan CDs	1,044,081.11	\$21,640.96	\$0.00	\$332,315.46	1,398,047.53	1,131,103.45	266,944.08	0.00	1,213.62	\$1,398,047.53
898 MRP/DPC Clearing	11,964.34	\$58,528.24	-\$60,856.43	\$0.00	9,636.15	9,636.15	0.00	0.00	0.00	\$9,636.15
District Clerk Clearing	22,120.01	\$294,414.70	-\$288,485.60	\$0.00	28,049.11	28,049.11	0.00	0.00	0.00	\$28,049.11
JP1 Clearing	17,807.75	\$132,118.91	-\$139,457.66	\$0.00	10,469.00	10,469.00	0.00	0.00	0.00	\$10,469.00
JP2 Clearing	13,091.03	\$143,774.41	-\$141,137.18	\$0.00	15,728.26	15,728.26	0.00	0.00	0.00	\$15,728.26
JP3 Clearing	8,067.27	\$68,537.25	-\$72,890.52	\$0.00	3,714.00	3,714.00	0.00	0.00	0.00	\$3,714.00
JP4 Clearing	4,479.50	\$51,023.08	-\$49,824.08	\$0.00	5,678.50	5,678.50	0.00	0.00	0.00	\$5,678.50
Treasurer's Credit Card	0.00	\$230.00	-\$230.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>Grand Total</b>	<b>\$ 28,094,115.39</b>	<b>\$ 28,010,887.87</b>	<b>\$ (24,402,618.05)</b>	<b>\$ -</b>	<b>\$ 31,702,385.21</b>	<b>\$ 26,834,391.63</b>	<b>\$ 4,332,583.67</b>	<b>\$ 496,120.00</b>	<b>\$ 39,289.91</b>	<b>\$ 31,702,385.21</b>
		0.00	0.00	(0.00)	0.00					0.00





**RE: FY 2021 SAVNS Grant Contract**

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**Contract Number:** 2112035

**Grantee:** Wood County

**Amount:** \$18,571.12

**Executed:**

**Term:** September 1, 2020 – August 31, 2021

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
966	10352	5137

# SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2112035

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Wood County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

## SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

## SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2020 and shall terminate August 31, 2021, unless it is terminated earlier in accordance with another provision of this Grant Contract.

## SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

**3.1. Grantee Participating Entity Service Contract.** GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.** GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
  - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
  - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.** GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

**3.5 E-Vine Upgrade and Cooperation for Implementation.** As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

**3.6 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The

imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

#### **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

##### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format at no charge to the State, pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for



reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.6 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment

from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.8 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.

## SECTION 6. TERMINATION

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant

Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

**6.5 Notices to Certified Vendor.** Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting

procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

#### **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may

be subject to change during the term of the contract, in the sole discretion of the OAG.

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement

applies.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law

Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish



**timely written notice to each other of any such claim.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**11.13 Texas Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

**11.14 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2 Entire Agreement, including All Exhibits.** This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms

or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.**

**OFFICE OF THE ATTORNEY  
GENERAL**

Wood County

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: Lucy Hebron  
Authorized Official

# SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2112035

## EXHIBIT A

Population Size: Medium

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$14,467.87	\$2,527.50	\$1,575.75	\$18,571.12

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

**Exhibit B**  
**FIRST CONTRACT RENEWAL**  
**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE**  
**STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. \_\_\_\_\_

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and **VENDOR** executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which **VENDOR** would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

Attorneys at Law  
1517 W. FRONT ST., SUITE 202  
TYLER, TEXAS 75701

Telephone: (903) 597-2897  
Facsimile: (903) 597-2402

April \_\_, 2020

Honorable Lucy Hebron  
Wood County Judge & Commissioners Court  
P. O. Box 938  
Quitman, TX 75783

**RE: Resolution to convey Struck-off Tax Sale Property**

Dear Judge Hebron:

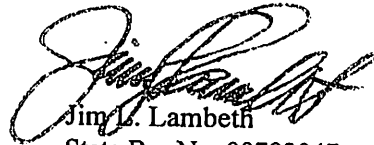
In August of 2018, Alpine Corps Capital (Principal Chuck Dalton) purchased property consisting of about 4 acres at a Tax Resale, Deed #2018-00008322 in Suit #T-3057, Parcel Number R23009 for the consideration of \$8,000.00. A Survey by Ruben Greg Saxon, dated October 18, 2018, shows the property is double-assessed with the parcels numbered R23021, R23022 & R23023.

Mr. Dalton could request a refund, but in the alternative he has identified Struck-off property described as 3.263 acres, more or less, in the J. G. Heard Survey, Abstract 299, City of Hawkins, located at CR 3640, as an acceptable replacement for the \$8,000.00 in consideration already paid.

If you find this Resolution acceptable, please approve it and sign the deed signature page, returning these documents to our office at your earliest convenience.

If you should have any questions, please feel free to call our office.

Very truly yours,



Jim L. Lambeth  
State Bar No. 00793047

ATTORNEY FOR PLAINTIFF(S)

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Wood County, Trustee has become the owner of certain real property (see attached Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. T-2701 (see attached Exhibit "A")

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, the Trustee taxing entity involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE

Commissioners Court of Wood County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to (see attached Exhibit "A")

for and in consideration of the cash sum of (see attached Exhibit "A"), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
Lucy Hebron, County Judge  
Wood County, Texas

\_\_\_\_\_  
County Clerk  
{seal}

Those Voting Aye Were:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay Were:

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\_\_\_\_\_



**EXHIBIT "A"**

<b>Cause No.</b>	<b>T-2701</b>
<b>Date of Judgment</b>	<b>January 13, 2005</b>
<b>Date of Tax Sale</b>	<b>Tax Sale held April 5, 2005</b>
<b>Taxes Due:</b>	<b>\$5,509.64</b>
<b>Adjudged Value</b>	<b>\$13,430.00</b>
<b>Acct. No.</b>	<b>R65930 &amp; R65939</b>
<b>Present Bid</b>	<b>\$10.00 and other good and valuable consideration</b>
<b>Bidder</b>	<b>Alpine Corps Capital (Chuck Dalton, Principal) 2797 CR 3880 Emory, TX 75440</b>

**PROPERTY DESCRIPTION**

**3.263 acres, more or less, J. G. Heard Survey, Abstract 299, City of Hawkins  
(SITUS: CR 3640 TX)**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

**TAX RESALE DEED**

STATE OF TEXAS

X

X

**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF WOOD

X

That Wood County, Trustee, Hawkins Independent School District, City of Hawkins and Upper Sabine Valley Solid Waste Management District, acting through the presiding officer of each governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantor(s), for and in consideration of the sum of **\$10.00** and other good and valuable consideration in hand paid by

ALPINE CORPS CAPITAL  
2797 CR 3880  
EMORY, TX 75440

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. T-2701, Wood County vs. John McGill**, in the district court of said county, said property being located in Wood County, Texas, and described as follows:

**3.263 ACRES, MORE OR LESS, SITUATED IN THE J. G. HEARD SURVEY, ABSTRACT 299, WOOD COUNTY, TEXAS AND DESCRIBED IN DEED DATED NOVEMBER 3, 1992, FROM GLORIA BUTLER, ET AL TO JOHN MCGILL, RECORDED IN VOLUME 1325, PAGE 39, DEED RECORDS OF WOOD COUNTY, TEXAS (ACCT #R65930 & R65939)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantees, their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

Conveyance of the property herein is made "as is" and grantors make no warranty or representation as to the property's condition, suitability for any use, and property's location.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF, **WOOD COUNTY**, Trustee has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BY: \_\_\_\_\_  
Lucy Hebron, County Judge  
WOOD COUNTY, TEXAS

**STATE OF TEXAS**

X

**COUNTY OF WOOD**

X

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Lucy Hebron, County Judge of WOOD COUNTY.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**After recording return to:**

**Alpine Corps Capital  
Chuck Dalton, Principal  
2797 CR 3880  
Emory, TX 75440**

J:\Wood\Resoluts-2020\T2701-rs.docm-Alpine



## Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Wood County Court** "Customer" located in **Quitman, TX** for the period of **October 1, 2020** extending through **September 30, 2021**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support and Services so as to maximize the reliability of Customer's systems(s) "Services;":

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

### A. DEFINITIONS

*CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.

*Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.

*Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.

*Service*-The provision for onsite technical support, user training and servicing JAVS provided equipment as defined by the contract.

*Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.

*Support*-Remote phone and online troubleshooting and diagnostics.

*Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as: round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.

*Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from date of install.

### B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at [helpdesk@javs.com](mailto:helpdesk@javs.com) Monday-Friday 8:00am to 9:30pm EST. Calls after 9:30pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff provide immediate troubleshooting, training and diagnostics on common issues that can be resolved quickly. JAVS also provides on-line PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number and detailed description of the

issue. The contact information is used by JAVS to log/track issues properly, assign priority level based on contract status and dispatch the appropriate technician to the Customer location.

2. **Response Times.** In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by Customer and JAVS. For clarification, the priority levels are described in Attachment B.
3. **Extended Warranty.** **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based from date of installation.**  
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

**Non-warranted equipment:**

**JAVS provided and installed equipment older than 5 years old, based from date of installation.**

**Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit itself has optional coverage directly through Polycom and is separate from this agreement.**

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, Customer is responsible for cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, Customer is responsible for cost of replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require purchase of new recorder at client expense.

For replacement items purchased from JAVS, JAVS will provide labor at no charge.

4. **On-site Warranty Support.** JAVS will provide on-site warranty services, which includes removing equipment and forwarding to manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS and re-installing repaired equipment; on all products listed on Attachment A.
5. **Preventative Maintenance.** JAVS will perform a bi-annual inspection, review and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a Customer appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic

audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

### C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability in regards to the following:

1. All video conferencing equipment, bandwidth, network stability and call quality issues are the responsibility of the court. \*
2. Normal wear and tear items such as back-up UPS batteries and projector lamps. \*
3. Consumable items such as batteries, CD's, DVD's, printer paper, and print cartridges. \*
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. \*
5. Upgrades of Systems which would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. \*
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. \*
8. Customer-provided or non-JAVS certified equipment, hardware, and software. \*
9. Moving of equipment. \*
10. Customer requested on-site advanced training. \*
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) \*
12. Lost records or data recovery due to equipment failure, computer viruses or Customer user error.
13. Migration of Customer recordings for archival, retention and restore. \*
14. Shipping delays for repair, loaner or replacement parts and equipment.

\*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

### FEES/PAYMENTS for exclusions

A fee of \$125.00 per hour (1 hour minimum) plus \*Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as portal to portal.

### D. TERMS

1. Effective Date. The Agreement begins **October 1, 2020** and will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, Customer pays a fixed fee of **\$4,261.00** "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of invoice.

**BREAKDOWN OF MAINTENANCE FEE****Contract Period: October 1, 2020 - September 30, 2021****MAC-00275**

<b>Courtroom</b>				
<b>Number/Location</b>	<b>SID#</b>	<b>System Description</b>	<b>Maintenance Fee</b>	
1 Courtroom 1	SID-00644	JAVS Centro CX Recording System	\$	3,761.00

**Travel Premium**

\$	500.00
----	--------

<b>Total</b>	\$	<b>4,261.00</b>
--------------	----	-----------------

Note: JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. **Billing of Excluded Services.** A fee of \$125.00 per hour (one hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.

4. **Refunds.** Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that an agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to Customer for a decommissioned System(s) must be received in writing.

**E. NO WAIVER**

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

**F. LIMITATION OF LIABILITY**

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**G. DISPUTE RESOLUTION**

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

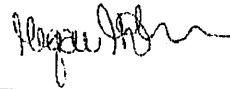
**ACCEPTED BY CUSTOMER**

**Wood County Court**

Signature \_\_\_\_\_  
Name Judge Lucy Hebron  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**ACCEPTED BY JAVS**

**Justice AV Solutions**

Signature   
Name Megan Molnar  
Title Contract Administrator  
Date September 3, 2020

**ACCEPTED BY CUSTOMER**

**Additional Court Representative** (if required by court)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Customer contact for scheduling of maintenance/repair**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_





**CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT**

ATTACHMENT A-

1

Wood County Court  
Quitman, Texas

Account#	SID#	Qty	Part #	Description	Install Date	Service	Warranty	5 Year Date
<b>Courtroom 1</b>								
<b>JAVS CENTRO CX RECORDING SYSTEM</b>								
50465	SID-00644	1	JAV-CENTRO-CX	JAVS Centro CX Ethernet Controlled Audio/Video Processor Base Unit with Centro CX software	8/29/2016	Yes	Yes	8/29/2021
<b>AUTOLOG &amp; DIGITAL RECORDERS</b>								
50465	SID-00644	1	JAV-SW-AL7S	AutoLog 7 Session Logging and Control Software	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-SW-S7S	Scheduler 7 Session Scheduling Software	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-SW-P7S	Publisher 7 Session Publishing Software	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-SW-V7P	Viewer 7 Pro Session Viewing Software for Transcription	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-SPE-100	1CH Network Video Encoder with Audio	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-REC7-SM	Recorder 7 Standard Audio/Video Recording Device with Multichannel Audio Recording	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-REC7-SS	Recorder 7 Standard Audio/Video Recording Device with Stereo Audio Recording	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-REC7-DRMK	Recorder 7 Dual Rack Mount Kit	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-VS7100	IP Audio/Video Encoder	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-FS108	Netgear 8 Port 10/100 Fast Ethernet Switch w/Auto Uplink.	9/8/2009	Yes	No	
50465	SID-00644	1	JUNI	JAVS USB Network Interface	9/8/2009	Yes	No	
50465	SID-00644	1	USB-LED	USB LED Confidence Recording Indicator	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-USB-EX	USB Extension Cable 16'	9/8/2009	Yes	No	
<b>MONITORS</b>								
50465	SID-00644	1	JAV-NS2	ViewSonic 52" LCD HDTV 6000:1 Dynamic Contrast Ratio	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-ELETM4363B	Tilt Wall Mount for 42" to 62" Monitors	9/8/2009	Yes	No	
<b>AV CART WITH PRESENTATION SYSTEM</b>								
50465	SID-00644	1		34" AV CART	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-QD700	QOMO Digital Visual Presenter 1/3" Progressive Scan CCD; 12x Optical & 8x Digital Zoom Auto/Manual Focus/Iris; Built In Video Scaler for Inputs	9/8/2009	Yes	No	
50465	SID-00644	1	26-490-07	VGA 35 Ft cable with audio	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-CAB-PTRK21	21 RU Portable Rolling Rack with Locking Front & Rear Doors	9/8/2009	Yes	No	
<b>JUDGE'S MONITOR</b>								
50465	SID-00644	1	JAV-LX-10	10" 4:3 LCD Monitor - Inputs: Composite, S-Video, VGA	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-CENTRO-RCA	Centro RCA Output Cable (Required to connect external A/V Outputs)	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-ELETM4363B	Tilt Wall Mount for 42" to 62" Monitors	9/8/2009	Yes	No	



**CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT**

ATTACHMENT A-

2

Wood County Court

Quiltman, Texas

Account#	SID#	Qty	Part #	Description	Install Date	Service	Warranty	5 Year Date
<b>MICROPHONES</b>								
50465	SID-00644	9	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	1	JAV-PLX-BE	FlexMic Plexiglass - Flat Dual Microphone Mount	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	8	JAV-PLX-CB	FlexMic Plexiglass - C Bend	8/29/2016	Yes	Yes	8/29/2021
<b>CAMERAS</b>								
50465	SID-00644	6	JAV-JC11N	NTSC "FlexCamera"	8/29/2016	Yes	Yes	8/29/2021
50465	SID-00644	6	JCM4400	Wall Mount for JAVS Camera	9/8/2009	Yes	No	
50465	SID-00644	2	JAV-VM298	Fujinon 2.9mm to 8mm Varifocal Lens with filter	9/8/2009	Yes	No	
50465	SID-00644	4	JAV-VM550	Fujinon 5mm to 50mm Varifocal Zoom Lens with filter	9/8/2009	Yes	No	
50465	SID-00644	1	PS2	JAVS Camera Power Supply	9/8/2009	Yes	No	
<b>PA SYSTEM</b>								
50465	SID-00644	1	JAV-AFS	DBX Dual Channel Advanced Feedback Suppression Processor	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-D45	45 Watt Power Amplifier	9/8/2009	Yes	No	
50465	SID-00644	4	LT2810-72BB	2'x2' Lay-in Tile Ceiling Speaker System	9/8/2009	Yes	No	
<b>EQUIPMENT RACK &amp; POWER STRIPS</b>								
50465	SID-00644	1	JAV1000	Rackmount for JAVS DA's	9/8/2009	Yes	No	
50465	SID-00644	1	JAV-191B	Rack Mountable Power Strip (1RU)	9/8/2009	Yes	No	
50465	SID-00644	2	PS8	Electrical Filter Strip	9/8/2009	Yes	No	
50465	SID-00644	2	JAV-H915RM	Custom Clamping RackMount for the Recorders	9/8/2009	Yes	No	

## ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
<b>Urgent</b>	Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)	1 Business Hour	2 Business Days
<b>High</b>	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
<b>Normal</b>	System adjustments to microphone or PA levels, camera views and user settings;	4 Business Hours	5 Business Days
<b>Supportive</b>	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher level repair visit

\*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

\*\*An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives to Customer's agreed upon appointment for the initial on-site repair.

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

PERMIT # 2216 Pct: 3

STATE OF TEXAS |

COUNTY OF WOOD | Quitman, Texas

Date 8/20/20

Within the provisions of law, permission is hereby requested by WARD Timber Co. Ltd

of P.O. Box 360, LINDEN, TX, 75563  
(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	_____	_____	_____ lbs.
Trailer	_____	_____	_____ lbs.
	_____	_____	_____ lbs.

Description of Load: TIMBER  
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: 8/21, 2020  
Movement to be completed by: 9/21, 2020

Routes Requested:  
CR No. 2198, From 1/4 mile To FM 1254  
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.
Loader:	\$ 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.	Bolly 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: [Signature]  
Print Name: Jimmy R. Rustin  
Title: Loggin & S.P.  
S.S.#: N/A  
D.L.#: \_\_\_\_\_

APPROVAL  
RECOMMENDED: [Signature]  
(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. 2216

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)



**UNIMPROVED PROPERTY CONTRACT**  
NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are DANNY J STEELE, MARILYN G STEELE (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:** Lot 1, Block LOT 1 BLK 18 .1857 QUITMAN, City of Quitman, County of WOOD, Texas, known as 111 W Bermuda St, Addition, 75783 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

**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. . . . . \$ 25,000.00
- 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) . . . . . \$ 25,000.00

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: N/A

5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ \_\_\_\_\_ as earnest money to DON ROBERTS ABSTRACT, as escrow agent, at 301 N MAIN ST QUITMAN, TX 75783 (address). Buyer shall deposit additional earnest money of \$ \_\_\_\_\_ 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  Buyer's expense an owner's policy of title insurance (Title Policy) issued by DON ROBERTS ABSTRACT (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.
  - (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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: **ANY BUSINESS OR PERSONAL PROPERTY**

Buyer must object the earlier of (i) the Closing Date or (ii) 4 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. 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 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 2 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, and 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 should be used.**

(Address of Property)

- (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) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **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 obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **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.
- (11) **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. 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.  
**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
- B. **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 7B (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: N/A

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

- C. **COMPLETION OF REPAIRS:** 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 repairs and treatments.
- D. **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.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
  - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
  - (3) any environmental hazards that materially and adversely affect the Property;
  - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
  - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
  - (6) any threatened or endangered species or their habitat affecting the Property.
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 September 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.
10. **POSSESSION:**
- A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 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 or other form has been promulgated by TREC for mandatory use.)
- N/A



**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 \$ \_\_\_\_\_ 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 AND ROLLBACK TAXES:**

A. 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.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**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 disbursement 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: 4555 N FM 2869  
WINNSBORO, TX 65494  
 Phone: (903)850-2759  
 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):

- |   |   |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum   | <input type="checkbox"/> Addendum for Coastal Area Property   |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway          |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer                                     |
| <input type="checkbox"/> Seller's Temporary Residential Lease   | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area                       |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <input type="checkbox"/> Other (list): _____  |
| <input type="checkbox"/> Addendum for "Back-Up" Contract  | _____   |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal                       | _____   |
|   | _____   |

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (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 N/A 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 \_\_\_\_\_, \_\_\_\_\_ (Effective Date).**  
**(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer  
**WOOD COUNTY TEXAS**

Seller  
**DANNY J STEELE**

Buyer

Seller  
**MARILYN G STEELE**



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. 9-13. This form replaces TREC NO. 9-12.

**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 \_\_\_\_\_

**CENTURY 21 LAKE COUNTRY** **0440505**  
 Listing Broker Firm License No.

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

**JR SIMPSON** **0513709**  
 Listing Associate's Name License No.

**JR.SIMPSON@CENTURY21.COM** **(903)763-2216**  
 Listing Associate's Email Address Phone

**JUDY STROMAN** **0440505**  
 Licensed Supervisor of Listing Associate License No.

**306 S Main St** **(903)763-2216**  
 Listing Broker's Office Address Phone

**QUITMAN** **TX** **75783**  
 City State Zip

**JR SIMPSON** **513709**  
 Selling Associate's Name License No.

**JR.SIMPSON@CENTURY21.COM** **(903)763-2216**  
 Selling Associate's Email Address Phone

**JUDY STROMAN**  
 Licensed Supervisor of Selling Associate License No.

**306 S MAIN**  
 Selling Associate's Office Address

**QUITMAN** **TX** **75783**  
 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 \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®  
**GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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**Be an informed seller or buyer. The following information may assist you during your real estate transaction.**

**ANNEXATION.** If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

**APPRAISAL.** An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

**BROKERS.** A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TAR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

**ENVIRONMENTAL CONCERNS.**

**General.** Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

**Environmental Inspections.** If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TAR 1917) in the contract that may address such matters.

**Lead-Based Paint.** If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TAR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

**Mold.** It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TAR 2507) which discusses mold in more detail.

**Oak Wilt and Diseased Trees.** There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional.

**Noise.** Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

**EXPANSIVE SOILS.** Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

**FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

**FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE.** Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. The Texas Association of REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TAR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

**HISTORIC OR CONSERVATION DISTRICTS.** Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

#### **INSPECTION, REPAIRS, & WALK-THROUGH.**

*Inspections.* The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

*Repairs.* The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

*Walk-Through.* Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

**MANDATORY OWNERS' ASSOCIATIONS.** An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

**MINERAL INTERESTS.** Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or a part of the mineral interests. The Texas Association of REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TAR 2509) which discusses this issue in more detail.

**MULTIPLE LISTING SERVICE.** The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

**PERMITS.** Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

**POSSESSION.** Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

**PROPERTY INSURANCE.** Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. The Texas Association of REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TAR 2508), which discusses property insurance in more detail.

**RESIDENTIAL SERVICE CONTRACTS.** A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

**RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER.** Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). The Texas Association of REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TAR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

**SCHOOL BOUNDARIES.** School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

**SEPTIC TANKS AND ON-SITE SEWER FACILITIES.** Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TAR 1407) for



more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

**SEX OFFENDERS AND CRIMINAL ACTIVITY.** Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access [www.txdps.state.tx.us](http://www.txdps.state.tx.us). Contact the local police department to obtain information about any criminal activity in the area.

**SQUARE FOOTAGE.** If the purchase price is based on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

**STATUTORY TAX DISTRICTS.** The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

**SURVEILLANCE.** Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

**SURVEY.** A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

**SYNTHETIC STUCCO.** Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

**TAX PRORATIONS.** Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

**TERMINATION OPTION.** Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

**TIDE WATERS.** If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TAR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf



TEXAS ASSOCIATION OF REALTORS®  
**INTERMEDIARY RELATIONSHIP NOTICE**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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To: DANNY J STEELE, MARILYN G STEELE (Seller or Landlord)  
 and WOOD COUNTY TEXAS (Prospect)  
 From: CENTURY 21 LAKE COUNTRY (Broker's Firm)  
111 W Bermuda St  
 Re: Quitman, TX 75783 (Property)  
 Date: August 17, 2020

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker  will  will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:  
 \_\_\_\_\_ to the owner; and  
 \_\_\_\_\_ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

08/17/2020  
 Seller or Landlord Date  
**DANNY J STEELE**

08/17/2020  
 Prospect Date  
**WOOD COUNTY TEXAS**

08/17/2020  
 Seller or Landlord Date  
**MARILYN G STEELE**

Prospect Date

(TAR-1409) 1-7-04

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# Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>CENTURY 21 LAKE COUNTRY</b>	<b>0440505</b>	<b>C21LCR@PEOPLES.COM.NET</b>	<b>(903)763-2216</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>JUDY STROMAN</b>	<b>0440505</b>	<b>C21LCR@PEOPLES.COM.NET</b>	<b>(903)763-2216</b>
Designated Broker of Firm	License No.	Email	Phone
<b>JUDY STROMAN</b>	<b>0440505</b>	<b>C21LCR@PEOPLES.COM.NET</b>	<b>(903)763-2216</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>JR SIMPSON</b>	<b>0513709</b>	<b>JR.SIMPSON@CENTURY21.COM</b>	<b>(903)763-2216</b>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials \_\_\_\_\_ Date \_\_\_\_\_

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

July 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 314, 315, and 317, Part III, Section II, within Holly Lake Ranch Subdivision.

The public hearing is set for Tuesday, September 8, 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 cursive script that reads "Lucy Hebron".

Lucy Hebron  
Wood County Judge

**To be published in the Wood County Monitor on August 6, August 13, and August 20, 2020.**