

**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**  
**April 21, 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 Resolution for Property Tax Relief.
8. Consider approval of Amendment of Eagle Recording Contract with the County Clerk's Office.
9. Acknowledge Order of Assignment by the Presiding Judge to the 402<sup>nd</sup> District Judicial Court of Wood County.
10. Consider approval of authorization for Wood County to apply for 2020 Texas County Transportation Infrastructure Funds through the Texas Department of Transportation.
11. Consider authorization to issue requests for administrative services and requests for qualifications (RFQ) for engineering services related services related to the 2020 Texas County Transportation Infrastructure Program (TIF) project funded by the Texas Department of Transportation (TxDOT).
12. Consider approval of lease agreement with Budget Business Systems for Justice of the Peace Precinct 3 for a copier.
13. Consider approval of Interlocal Agreement with Winnsboro ISD for street repairs and materials through December 31, 2020.
14. Consider approval of Road Permit #2210 for Precinct 3.
15. Consider approval of Road Permit #2210 for Precinct 1.
16. Consider approval of Order Closing Wood County Beaches.

If, during the course of the meeting covered by this notice, the Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by Section 551.071 through 551.076 Texas Government Code will be held by the Court at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 through 551.076 Texas

**Government Code. Should any final action, final decision, or final vote be required in the opinion of the Court with regard to any matter considered in such closed or executive meeting or session, then such final action, final decision, or final vote shall be at either:**

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

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

**TO:** Payroll/Personnel Officer/County Treasurer

**FROM:** Wood County Sheriff's Office

**EMPLOYEE NAME:** Edward Jaime

**EFFECTIVE DATE:** April 20, 2020

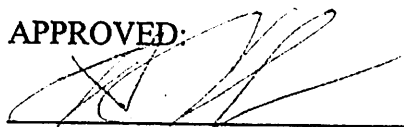
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Hire Full Time                           | <input type="checkbox"/> Leave of Absence with Pay *    |
| <input type="checkbox"/> Hire Part Time (TCDRS Benefits Only)                | <input type="checkbox"/> Leave of Absence without Pay * |
| 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

FROM	TO
Title:	Title: Deputy
Grade, Step:	Grade, Step: Group 11, Step 3
Hourly Rate:	Hourly Rate: \$23.21
(or)	(or)
Annual Salary:	Annual Salary:
Fund:	Fund: 100-560-1104
Department:	Department: Sheriff's Dept.

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

**REMARKS:** This letter is giving you the authority to place Edward Jaime on the Wood County Sheriff's Office payroll beginning April 20, 2020. Edward Jaime will fill the Deputy position created by the promotion of Heather Bailey and will be paid \$23.21 per hour.

**APPROVED:**

  
Department Head

  
Date

Commissioners Court

Date

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

**TO:** Payroll/Personnel Officer/County Treasurer

**FROM:** Wood County Sheriff's Office

**EMPLOYEE  
NAME:** Jake Dakota Williams

**EFFECTIVE DATE:** April 20, 2020

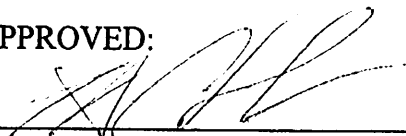
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Hire Full Time                           | <input type="checkbox"/> Leave of Absence with Pay *    |
| <input type="checkbox"/> Hire Part Time (TCDRS Benefits Only)                | <input type="checkbox"/> Leave of Absence without Pay * |
| 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

FROM	TO
Title:	Title: Court Security Officer
Grade, Step:	Grade, Step: Group 11, Step 3
Hourly Rate: (or)	Hourly Rate: \$23.21 (or)
Annual Salary:	Annual Salary:
Fund:	Fund: 100-540-1108
Department:	Department: Sheriff's Dept.

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

**REMARKS:** This letter is giving you the authority to place Jake Dakota Williams on the Wood County Sheriff's Office payroll beginning April 20, 2020. Jake Dakota Williams will fill the Court Security Officer position created by the promotion of Lynn Bettis and will be paid \$23.21 per hour.

**APPROVED:**

  
\_\_\_\_\_  
Department Head

4/14/2020  
\_\_\_\_\_  
Date

Commissioners Court

\_\_\_\_\_  
Date

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

**TO:** Payroll/Personnel Officer/County Treasurer

**FROM:** Wood County Sheriff's Office

**EMPLOYEE NAME:** Heather Bailey

**EFFECTIVE DATE:** March 28, 2020

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

FROM	TO
Title: Deputy	Title: Patrol Sergeant
Grade, Step: Group 11, Step 3	Grade, Step: Group 11, Step 3 + .25/hr.
Hourly Rate: \$23.21	Hourly Rate: \$23.46
(or)	(or)
Annual Salary:	Annual Salary:
Fund: 100-560-1106	Fund:
Department: Sheriff's Dept.	Department:

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

**REMARKS:** This letter is giving you the authority to transfer Heather Bailey from Deputy to Patrol Sergeant beginning March 28, 2020. Heather Bailey will fill the Patrol Sergeant position previously held by Jeremy Ragsdale and will be paid \$23.46 per hour.

APPROVED: \_\_\_\_\_

Department Head

04/02/2020

Date

Commissioners Court

Date

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

**TO:** Payroll/Personnel Officer/County Treasurer

**FROM:** Angele Albers

**EMPLOYEE NAME:** Cindy DuBois

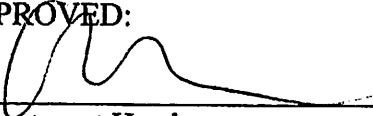
**EFFECTIVE DATE:** April 7, 2020

- |   |   |
|---|---|
| <input type="checkbox"/> Hire Full Time                                       | <input type="checkbox"/> Leave of Absence with Pay *    |
| <input type="checkbox"/> Hire Part Time (TCDRS Benefits Only)                 | <input type="checkbox"/> Leave of Absence without Pay * |
| <input checked="" type="checkbox"/> Hire Temporary – Begin Date <u>4-7-20</u> | <input type="checkbox"/> Separation*                    |
| End Date <u>5-22-20</u>   | <input type="checkbox"/> Resignation                    |
| <input type="checkbox"/> Change in Position                                   | <input type="checkbox"/> Service Retirement             |
| <input type="checkbox"/> Transfer between Departments                         | <input type="checkbox"/> Reduction in Force             |
| <input type="checkbox"/> Salary Increase (Grade, Step)                        | <input type="checkbox"/> Discharge                      |
| <input type="checkbox"/> Position Reclassification (Grade, Step)              | <input type="checkbox"/> Other _____                    |

<del>TO</del>	<del>From</del>
Title: <u>Temp Clerk</u>	Title:
Grade, Step:	Grade, Step:
Hourly Rate: <u>\$10<sup>00</sup></u>	Hourly Rate:
(or)	(or)
Annual Salary:	Annual Salary:
Fund: <u>100-476-1107</u>	Fund:
Department: <u>CDA</u>	Department:

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

**REMARKS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPROVED:**   
 \_\_\_\_\_  
 Department Head 4/6/20  
Date

\_\_\_\_\_  
 Commissioners Court Date

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

**TO:** Payroll/Personnel Officer/County Treasurer

**FROM:** Tax Office

**EMPLOYEE NAME:** Rita Schneider

**EFFECTIVE DATE:** 3/27/2020

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

FROM	TO
Title: <u>Part time w/ Retirement</u>	Title:
Grade, Step:	Grade, Step:
Hourly Rate: <u>\$12.00/hr</u>	Hourly Rate:
(or)	(or)
Annual Salary:	Annual Salary:
Fund: <u>100-499-1107</u>	Fund:
Department: <u>Tax office</u>	Department:

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

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED:**  
Carol Taylor  
Department Head

03/27/2020  
Date

Commissioners Court \_\_\_\_\_ Date

## **RESOLUTION FOR PROPERTY TAX RELIEF**

**WHEREAS**, the coronavirus COVID-19 has been recognized globally as a dangerous contagious respiratory virus; and

**WHEREAS**, President Trump has declared a national emergency to combat the COVID-19 pandemic; and

**WHEREAS**, Governor Abbott has declared a public health disaster in Texas to battle the outbreak and spread of COVID-19 throughout our state; and

**WHEREAS**, financial market throughout the world have plummeted and established record economic losses in the trillions of dollars; and

**WHEREAS**, dramatic emergency efforts to contain COVID-19 throughout the United States and Texas, as well as internationally have resulted in a significant downward spiral of business, trade, and commerce in numerous segments of our economy; and

**WHEREAS**, oil and gas prices have declined to some of the lowest prices in recent history, thereby creating further economic downturn to our Texas economy; and

**WHEREAS**, small, medium, and large size businesses throughout Wood County, regionally, and nationally are contemplating business closures, have been forced to close or limit operations, are significantly reducing expenses, postponing major purchases and capital outlays, and actively considering major layoffs of workers, reductions in staff, and salary cuts in reaction to the economic devastation fueled by the COVID-19; and

**WHEREAS**, under the totality of circumstances many residents possess justifiable fears concerning whether they will be able to pay their home mortgages, keep their jobs, and pay their bills; and

**WHEREAS**, our local tax appraisal valuations on homes, ranches, land, acreage, property, and commercial business buildings in Wood County as determined on January 1, 2019 were significantly higher than in prior years; and

**WHEREAS**, governmental officials anticipate that such state-mandated local property tax valuations as determined on January 1, 2020 will set new record highs, with the average property valuation for taxation purposes in Wood County exceeding a 10% increase (and in many instances substantially exceeding a 10% increase) over the same valuations set on January 1, 2019; and

**WHEREAS**, the actual fair market value of property in a true economic sense on the date of this Resolution, and for the foreseeable future, is substantially less than tax appraisal valuations set on January 1, 2020; and

**WHEREAS**, the increased property tax burden resulting from the heightened property valuations will harshly impact and compound the financial hardship to the citizens, taxpayers, and property owners within the county; and



**WHEREAS;** the perfect storm of the COVID-19 pandemic, the dangerous downturn in the economy at all levels, and the alarmingly ill-timed record high property tax appraisal valuations collectively pose a danger to the health, welfare, and safety of the residents of Wood County.

**NOW THEREFORE,** be it resolved that the Wood County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports all state governmental officials, representatives, senators, and directors of the Wood County Appraisal District in taking immediate action to **FREEZE** all property tax appraisal valuations in Wood County at levels set on January 1, 2019 and not in any way implement or utilize the significantly increased property tax appraisal valuations as determined in January 1, 2020; and

**BE IT FURTHER RESOLVED,** that the Wood County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports the Wood County Judge in immediately working with stakeholders at all pertinent local, county, regional, and state levels for purposes of attempting to accomplish the preceding **FREEZE** resolution; and

**THEREFORE, BE IT FURTHER RESOLVED,** that the Wood County Commissioners Court hereby recommends, respectfully requests, strongly urges, and fully supports the directors of the Wood County Appraisal District and the Chief Appraiser in taking immediate action to stop and withhold the mailing of over thirty thousand written notices of current property tax valuations until April 30, 2020 so as to provide all such state governmental officials, representatives, senators, and directors of the Wood County Appraisal District with sufficient time to consider taking action in furtherance of this **FREEZE** resolution.

Passed, Approved and Adopted this \_\_\_\_\_ day of April, 2020.

\_\_\_\_\_  
Lucy Hebron, County Judge

\_\_\_\_\_  
Virgil Holland, Commissioner, Pct 1

\_\_\_\_\_  
Mike Simmons, Commissioner, Pct 3

\_\_\_\_\_  
Jerry Gaskill, Commissioner, Pct 2

\_\_\_\_\_  
Russell Acker, Commissioner, Pct 4

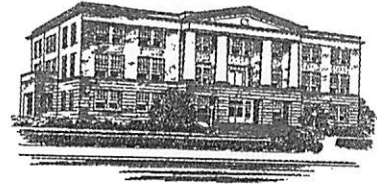
**ATTEST:**  
County Clerk

\_\_\_\_\_  
Kelley Price



# The County of Wood Office of County Clerk

Kelley Price - County Clerk



P.O. Box 1796 \* Quitman, TX 75783-1796 \* (903) 763.2711  
(903) 763.5641 FAX \* E-Mail: [kprice@co.wood.tx.us](mailto:kprice@co.wood.tx.us)

April 15, 2020

**To: Judge Hebron and Commissioner's Court**

**From: Kelley Price, Wood County Clerk**

**Re: Tyler Technology – Eagle Recording Contract Amendment**

Judge Hebron and the Commissioner's Court:

Due to an error in the way the previous Tyler Technology Subscription and Service Agreement Renewal (Eagle Recording) Contract was set up to process billing to the Wood County Clerk I need to amend the prior contract that went through court on 11/15/19.

In light of the COVID-19 pandemic I will also be adding e-recording to my service agreement to allow title companies, financial institutions, etc. to record documents through a digital process. This will allow electronically filing of the documents from the filers office instead of mailing or filing at the counter.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Kelley Price".

Kelley Price

Wood County Clerk



FILED  
AT 11:35  
APR - 9 2020 (AM) PM

THE STATE OF TEXAS  
TENTH ADMINISTRATIVE JUDICIAL REGION  
ORDER OF ASSIGNMENT BY THE PRESIDING JUDGE

DISTRICT CLERK  
WOOD COUNTY, TEXAS

Pursuant to Section 74.056, Texas Government Code, I assign  
The Honorable Lauren Parish, Senior Judge of the 115<sup>th</sup> District Court  
To the 402<sup>nd</sup> District Court in Wood County

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

CONDITIONS OF ASSIGNMENT, IF ANY:  
Cause No. 2020-161 In the Matter of the Marriage of Amy Spence and Edward Spence  
And In the Interest of Spence Children

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

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

Signed this \_\_\_\_\_ day of APR 09 2020, 2020.

*Alfonso Charles*  
ALFONSO CHARLES, Presiding Judge  
Tenth Administrative Judicial Region

Assignment No. 886

# LEASE AGREEMENT

# TIAA

Please fax completed agreement to 1-866-325-8765  
 Questions or need assistance? Call 1-866-550-8705

This Lease has been written in "Plain English". When we use the words Lessee, You and Your in this Lease, we mean the Lessee indicated below. When we use the words Lessor, We, Us, and Our in this Lease, we mean TIAA Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

LESSEE INFORMATION	Lessee Name <b>WOOD COUNTY PRECINCT 3 JUSTICE OF THE PEACE</b>	Lease Number
	Lessee Billing Address <b>117 E BLACKBURN ST HAWKINS TX 75705</b>	Lessee Phone Number <b>903.769.3517</b>
	Equipment Location (if different from above)	Federal Tax ID Number
SUPPLIER INFORMATION	Supplier Name ("Supplier") and Address <b>BUDGET BUSINESS SYSTEMS 108 DEBBY LANE MINEOLA TX 75773</b>	Supplier Phone Number <b>903.569.2210</b>
EQUIPMENT INFORMATION ("Equipment")	CS 3253d Make/Model/Accessories	Quantity <b>1</b> Serial Number(s)
PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option - 10% of Total Cash Price	
TERM AND PAYMENT	Initial Lease Term (months): <b>60</b>	Lease Payment: <b>\$102.59</b> Advance Lease Payment (Non Refundable)    PLUS APPLICABLE TAX

**TERMS AND CONDITIONS**

1. LEASE. You agree to lease the Equipment from Us on the terms and conditions of this lease agreement ("Lease"). The Equipment will be deemed irrevocably accepted by You upon the earlier of (a) the delivery to Us of a signed Delivery and Acceptance Certificate or (b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. This Lease commences on the day the Equipment is delivered to You (the "Commencement Date") and the first Lease Payment shall be due on the Commencement Date or any other date that we designate, and the remaining Lease Payments will be due on the same day of each subsequent month at an address specified by Us in writing. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU. YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY. You authorize Us to adjust the Lease Payment up or down by not more than 15% if the total amount We have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes.

2. NO WARRANTIES. You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE. You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You will pay for any repairs. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all shipping expenses for the return of the Equipment to Us, to a location in the United States that We designate. We may charge You a restocking fee equal to two (2) Lease Payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due under this Lease.

4. ASSIGNMENT. You agree not to sell, assign or otherwise either the Equipment or any right under this Lease without Our prior written consent. We may sell or assign this Lease without notice and the new owner will not be subject to any claims, defenses or setoffs that You may have.

5. TAXES AND FEES. You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of this Lease. You will reimburse Us for Our administrative costs and fees associated with the preparation, filing, payment, and other costs of administering taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a fee for documenting this Lease.

6. INSURANCE. You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured, and give Us written proof of Your insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING

AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the insurance charge in equal installments allocated to the remaining Lease Payments. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. PURCHASE OPTION; AUTOMATIC RENEWAL. If no default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial Lease Term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us.

8. DEFAULT AND REMEDIES. You shall be in default under this Lease if (a) You fail to make any Lease Payment or other payment within 10 days of its due date, (b) You do not perform any of Your obligations under this Lease or any other agreement with Us or any of Our affiliates and this failure continues for 10 days, or (c) You become insolvent. If a default occurs, We may do one or more of the following: (i) terminate this Lease or any other agreements You have with Us or any of Our affiliates; (ii) require that You immediately pay to Us the balance of unpaid Lease Payments plus the present value of the Equipment's anticipated residual value discounted at 3% per annum plus any other amounts due or to become due under this Lease; (iii) demand that You return the Equipment to Us; and (iv) exercise any other legal right or remedy that We may have. If any Lease Payment is not paid to Us within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser amount as is the maximum allowable under applicable law). You will pay all of Our costs and reasonable attorneys' fees associated with enforcing Our rights and pursuing Our remedies against You.

9. OWNERSHIP; UCC. Unless You have a \$1.00 purchase option, We are the owner of the Equipment and this Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event this Lease is deemed to be a lease intended for security, You hereby grant to Us a first priority security interest in the Equipment.

10. INDEMNIFICATION. You are responsible for any losses, damages, claims, and actions, including reasonable attorneys' fees caused by or related to (a) the selection, installation, ownership, use, lease, or possession of the Equipment or (b) any data You store within the Equipment.

11. MISCELLANEOUS. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. THE EQUIPMENT WILL BE USED ONLY FOR BUSINESS PURPOSES. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE COUNTERSIGN IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. A FAX OR ELECTRONIC VERSION OF YOUR SIGNATURE ON THIS LEASE WHEN RECEIVED BY US SHALL BE BINDING UPON YOU AS IF ORIGINALLY SIGNED. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

TIAA COMMERCIAL FINANCE, INC.  
 Lessor  
 X  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

WOOD COUNTY PRECINCT 3 JUSTICE OF THE PEACE  
 Lessee  
 X  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

**ACCEPTANCE OF DELIVERY**  
 You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory and therefore You accept the Equipment. Further, all terms and conditions of this Lease have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of this Lease. You acknowledge that We are not the manufacturer, supplier or dealer of the Equipment, and that the above Supplier is not Our agent.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_



# WINNSBORO INDEPENDENT SCHOOL DISTRICT

**Susan Morton**  
Superintendent

207 East Pine Street • Winnsboro, Texas 75494  
903-342-3737 • Fax 903-342-3380

**Torri Miller**  
Assistant Superintendent

February 3, 2020

Mr. Russell Acker  
Wood County Commissioner  
PO Box 938  
Quitman, TX 75783

Dear Mr. Acker:

The Winnsboro ISD would like to enter into an interlocal agreement with Wood County for oil, sand and other related services for the year 2020.

Thank you for your consideration.

Sincerely,

Chris McElyea  
President, WISD Board of Trustees

Ken Goodson  
Secretary, WISD Board of Trustees

# INTERLOCAL COOPERATION CONTRACT OR AGREEMENT

Pursuant to provisions of Chapter 791, Interlocal Cooperation Contracts, Section 791.011, State of Texas, Government Code, this contract or agreement entered into by and between Wood County, Texas acting herein by and through its duly elected and qualified County Judge, duly hereunto authorized by action of the Commissioners Court of Wood County, Texas, and the Winnsboro Independent School District acting herein by and through its qualified Superintendent, duly hereunto authorized by action of the Board of Trustees of said School District, witnesses as follows:

Wood County will assist the Winnsboro Independent School District as follows: Street Repairs and Materials through December 31, 2020, upon County availability.

Wood County to furnish equipment and labor for which said School District shall pay to the County the sum of:

\$60.00 per hour for Motor Grader	\$50.00 per hour for Mixer
\$50.00 per hour for Backhoe	Current County cost for Oil Sand
\$40.00 per hour for Dump Truck	\$40.00 per hour for Loader
Current County cost for Base	\$50.00 per hour for Boom Axe
\$100.00 per hour for Recycler	Current County cost for RAP
\$50.00 per hour for Haul Truck	\$75.00 per hour for Asphalt Paver
\$85.00 per hour for Asphalt Zipper	\$85.00 per hour for Excavator
\$60.00 per hour for Skid Steer	\$100.00 per hour for Laydown Machine

and if Wood County furnishes any other equipment and / or materials said School District shall pay the cost of said equipment and / or materials:

The rights, objectives, duties, and responsibilities of the contracting parties are as follows: The Winnsboro Independent School District shall save and keep Wood County harmless from any and all liability and damages which may be occasioned by the furnishing of the above services by said Wood County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WOOD COUNTY, TEXAS

BY: \_\_\_\_\_

WINNSBORO INDEPENDENT SCHOOL DISTRICT

BY: Susan Morton

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

PERMIT # 2210 Pct: 3

STATE OF TEXAS |

COUNTY OF WOOD | Quitman, Texas

Date 4-2-20

Within the provisions of law, permission is hereby requested by Van Puyen Timber Corporation  
of 4015 Valley Ranch Road, Phone Number 409-576-0562  
(Mailing Address) Longview (City), TX (State), 75602 (Zip Code)

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

	Make and Model	License No.	Weight
Truck	<u>2020 Mack</u>	<u>K443442</u>	<u>84000</u> lbs. Max
Trailer	<u>2019 Westland</u>	<u>K458232</u>	<u>84000</u> lbs. Max
	<u>2019 Westland</u>	<u>K415913</u>	<u>84000</u> lbs. Max

Description of Load: Timber  
Name of Company & City where timber will be delivered: TP Valliant, OK, LP, TexasKann, Nohud Softwood  
Maximum total gross weight of equipment and load to be transported: 84000 lbs.  
Movement to begin not earlier than: April 2, 2020  
Movement to be completed by: May 15, 2020  
Routes Requested:  
CR No. 3689, From Van Puyen Land To FM 1795  
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.	Belly Dump: \$100 per hr.	Chip Spreader: \$120 per hr.

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

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

Signed: [Signature]  
Print Name: Graham Van Puyen  
Title: Vice President  
S.S.#: N/A  
D.L.#: 25781027

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. \_\_\_\_\_

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)

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

PERMIT # 2211 Pct: 1

STATE OF TEXAS ]

COUNTY OF WOOD ] Quitman, Texas

Date 4/14/2020

Within the provisions of law, permission is hereby requested by Lennon Construction, Phone Number 903/714-7866  
of P.O. Box 491, Alba, TX, 75410  
(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	<u>93 mack Dump</u>		<u>54000</u> lbs.
Trailer	<u>93 kw Dump</u>		<u>54000</u> lbs.
	<u>93 Freshk short belly Dump</u>		<u>70000</u> lbs.

Description of Load: Dir  
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: 4/14, 20 20

Movement to be completed by: 7/14, 20 20

**Routes Requested:**

CR No. 1600, From \_\_\_\_\_ To Hwy 182  
CR No. 1602, 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.	Belly Dump:	\$100 per hr.	Chip Spreader:	\$120 per hr.

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

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

Signed: [Signature]  
Print Name: Soel (Chad) Lennon  
Title: \_\_\_\_\_  
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. \_\_\_\_\_

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.





**ORDER CLOSING WOOD COUNTY BEACHES  
DURING THE COVID-19 DISASTER**

WHEREAS, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, COVID-19 is contagious and spreads through person-to-person contact, especially in group settings; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, on March 29, 2020, to avoid scenarios that could lead to hundreds of thousands of deaths, the President announced that, based on advice from Dr. Anthony Fauci and Dr. Deborah Birx, the restrictive Social-Distancing Guidelines should extend through April 30, 2020; and

WHEREAS, Department of State Health Services Commissioner Dr. Hellerstedt and White House Coronavirus Response Coordinator Dr. Birx say that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, the "governor is responsible for meeting...the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.1015, the County Judge "may exercise the powers granted to the governor under this chapter under an appropriate local scale," and

WHEREAS, under Section 418.012, the "governor may issue executive orders...hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.017(a), the "governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;" and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, Pursuant to Texas Government Code Section 418.108, Wood County Judge Lucy Hebron issued a Declaration of Local Disaster for Public Health Emergency on March 20, 2020, due to a novel coronavirus now designated SARS-CoV2 which causes the disease COVID-19; and

WHEREAS, on March 24, 2020, the Wood County Commissioners Court issued an Order Ratifying the Disaster Declaration for Public Health Emergency that affirmed the activation of the Wood County Emergency Management Plan and extends the Declaration of Local Disaster until the Governor of the State of Texas terminates the Texas Disaster Declaration issued on March 13, 2020; and,

WHEREAS, on March 31, 2020, Governor Abbott issued an Executive Order No. GA-14 relating to statewide continuity of essential services and activities during the COVID-19 disaster;

WHEREAS, on April 1, 2020, County Judge Lucy Hebron issued an Amended Order of Declaration of Local Disaster Due to Public Health Emergency for Wood County, Texas (Stay Home Stay Safe Order) in response to Governor Abbott’s Executive Order No. GA-14.

WHEREAS, as other social gathering places, such as bars and restaurants, have closed, social gatherings have increased on public beaches and parks despite the Governor and County Judge’s orders to avoid such activities; and

WHEREAS, on April 7, 2020, Governor Greg Abbott has directed the Texas Parks and Wildlife and Texas Historical Commission to close all state parks and historical sites as part of the state’s efforts to strengthen social distancing practices and prevent gatherings of large groups of people; and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000.00, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Lucy Hebron, County Judge for Wood County, Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas do hereby order the following:

Public beaches in Wood County are closed to the public and must be vacated, all beach access points in Wood County shall be closed, and ingress to beaches is prohibited.

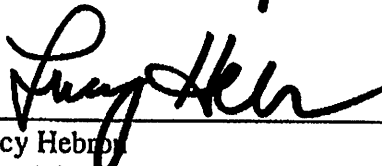
For purposes of this Order, “Beaches” are defined as the land seaward of the line of vegetation on any county owned lakes in unincorporated Wood County, Texas. Consistent with Governor Abbott’s Executive Order GA-14, fishing and boating is still permitted throughout the County.

This Order is effective 12:01 a.m. on April 17, 2020, and continuing through April 24, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the Centers for Disease Control and the White House Coronavirus Task Force, and subject to the Commissioner's Court's further extension of the State of Local Disaster.

Violation of this Order shall be an offense punishable by a fine not to exceed \$1,000.00, confinement in jail for a term not to exceed 180 days, or both fine and confinement. Violators may be subject to arrest.

Wood County must promptly provide copies of this Order by posting copies for public viewing in the same manner as publicly posted Commissioners' Court agendas.

IN WITNESS WHEREOF, I affix my signature this 16 day of April, 2020.

  
\_\_\_\_\_  
Lucy Hebr  
Wood County Judge

Filed with the Wood County Clerk on April 16, 2020.