

A2 ✓

D-360

TEXAS AgriLIFE Extension Service
 The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL
TITLE: County Extension Agent – Agriculture

NAME: Mark Arnold

COUNTY: Ellis

MONTH: March 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
3/1	Waxahachie area-Ellis County Youth Expo Buyers Appreciation Dinner	16		
3/6	Waxahachie-Avalon area-Corn Variety Demo Planting/4-H Beef Project Workshop	72		
3/10	Waxahachie-Austin-Star of Texas Steer Show	193		
3/11	Austin area-Star of Texas Steer Show	36		
3/12	Austin-Waxahachie –Star of Texas Steer Show	201		
3/16	Waxahachie-Houston-Houston Livestock Show	228		
3/17	Houston area-Houston Livestock Show	2		
3/18	Houston area-Houston Livestock Show	6		
3/19	Houston area-Houston Livestock Show	0		
3/20	Houston area-Houston Livestock Show	0		
3/21	Houston –Waxahachie-Houston Livestock Show	223		
3/22	Waxahachie area-Ellis County Youth Expo	17		
3/23	Waxahachie area-Ellis County Youth Expo	3		
3/24	Waxahachie area-Ellis County Youth Expo	19		
3/25	Waxahachie area-Ellis County Youth Expo	2		
3/26	Waxahachie area-Ellis County Youth Expo	19		
3/27	Waxahachie area-Ellis County Youth Expo	3		
3/28	Waxahachie area-Ellis County Youth Expo	0		
3/29	Waxahachie area-Ellis County Youth Expo	7		
3/30	Waxahachie area-Ellis County Youth	6		

	Expo			
3/31	Waxahachie area-Ellis County Youth Expo	5		
		1067		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: April 3, 2014

Signed: Mark Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 1067

Selected major activities since last report

March 2014

- 3/1 Ellis County Youth Expo Buyers Dinner and New Buyers Orientation. Assisted show directors and other volunteers with the educational and recognition interpretation event. 90 plus current and new buyers and supporters were in attendance.
- 3/4, 18, 22 Master Naturalist Volunteer Training Class for new volunteers. Currently 15 Master Naturalist volunteers are being trained.
- 3/6 Corn Variety Trial planted on Ricky Johnston Farm, Avalon. 15 various varieties planted for crop tour site.
- 3/6 4-H Beef Project Workshop. 25 4-H Beef Project members, parents and leaders participated in workshop to prepare for Houston and the Ellis County Youth Expo.
- 3/10-12 Star of Texas Livestock Show, Junior Steers. 7 Ellis County 4-H Beef Project members participated and Dylan Medina of Palmer placed high enough to sell in the premium auction with his beef project.
- 3/16-22 Houston Livestock Show & Rodeo. 8 Ellis County 4-H members participated in the educational achievement event.
- 3/24-29 Ellis County Youth Expo. More than 122 Ellis County 4-H members participated with many top honors received. The annual premium sale grossed more than \$440,000 back to Ellis County Youth.

Educational Programming

Programs 3
Participants 130

Educational Contacts

Site Visits 4-H 5
Site Visits Ag 4
Telephone 98
MG/MN Telephone 87
Office Visits 133
E-Mails 4905
Newsletter/Letters 54
E-Gardening Newsletters 1083

Media Outreach:

Website hits 189
News Releases 1
Facebook posts 0
MG/MN new releases 9
MG/MN magazine 2
MG TV/Radio 4

Major plans for next month

- 4/1,5,8,15,22,29 Master Naturalist Training Class, Waxahachie
4/8,15,22,29 Small/New Landowners Educational Program Series, Waxahachie
4/9 Beef Cattle Spring Mineral Program, Waxahachie
4/12 District 8 4-H Roundup, Meridian
4/14 Texas County Agricultural Agents Association- Animal Industries Meeting, Abilene

4/15 Ellis, Navarro Watershed Program, Ennis
4/16 Ennis Noon Lions Club Program, Ennis
4/26 District 8 Livestock Judging Contests, College Station
4/29 Waxahachie Noon Lions Club Meeting, Waxahachie

Mark Arnold
Name

Ellis
County

County Extension Agent - Agriculture
Title

04/03/14
Date

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Page Bishop

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH March 2014

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
3-3	Project Visits, Red Oak, Palmer, Ferris	139		
3-5	Project Visits, Maypearl, Italy, Milford	145		
3-7	Project Visits, Ennis, Bristol, Waxahachie, Midlothian	180		
3/12-16	Houston Livestock Show, Houston Heifer show	536		
3-17	Expo Set up,	20		
3-18	Expo Set up	20		
3-19	Expo Set up	20		
3-21	Project Visits, Bardwell, Avalon, Sardis	75		
3/24-29	Ellis County Youth Expo, Project pickup and delivery to show	200		
Totals		1335		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date April 4, 2014 Signed: _____

Page Bishop

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
March, 2014

Selected major activities since last report

Miles traveled:1335

- 3-1 District 8 CDM & Nutritional Quiz Bowl, Waco (Assisted with District Council Officers and listened to Reasons for the Senior group of judges) 30 adult 65 youth
- 3-11 County Fashion Show – Coordinated County Fashion Show with Rita Hodges, FCS Agent. 18 adults 23 Youth
- 3-13 County Roundup – Coordinated County Roundup at Extension office, Jackie Cole, 4-H agent from McClennan County and Karen Joungman FCS agent from Hillsboro were our judges. 13 adults, 20 Youth
- 3/14-17 Houston Livestock Show, Heifers – Supervised Heifer projects at Houston, 10 adults, 12 Youth
- 3/17-19 Ellis County Youth Expo Set up – Supervised 7 Ellis County Jail inmates while setting up hog, lamb, goat pens and cattle ties for the 2014 Ellis County Youth Expo.
- 3/24-29 Ellis County Youth Expo -- Supervised 245 livestock projects and 126 4-H members during the week of the 2014 Ellis County Youth Expo, also managed 90 adult volunteers in supporting roles of Concession stand workers and ring, lineup help for the shows.

Educational Contacts

Educational Programming:

Programs 10
 Participants..... 231

Educational Contacts:

Site Visits 4-H..... 66
 Telephone..... 258
 Office Visits..... 58
 E-mails..... 1731
 Newsletters/letters..... 314
 Faxes 175

Media Outreach:

News Releases..... 3
 TV/Radio..... 0
 Website Hits..... 1880
 Facebook Posts 0
 Office Conference: 3/3, 3/10, 3/17, 3/24

Major plans for next month

- 4-4 District 8 4H Fashion Show, Grandbury
- 4-5 District 8 4H Horse judging , College Station
- 4-12 District 8 4-H Roundup, Meridian
- 4-15 District 8 Horse Show Committee Meeting, Lync
- 4/28-30 Ag awareness Day Set up, Ellis County Youth Expo

Name: Page Bishop

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date 4/4/14

Texas AgriLife Extension
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: March 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
3/3	Waxahachie (Courthouse, Master Wellness Volunteers, 4-H, diabetes education, Better Living for Texans)	11		
3/4	Waxahachie, Midlothian (Walk Across Texas, Master Wellness Volunteers, 4-H, Better Living for Texans)	56		
3/5	Waxahachie (Youth Expo, 4-H Clothing Project, Walk Across Texas, Diabetes Education, Better Living for Texans)	18		
3/6	Midlothian, Waxahachie (Step Up & Scale Down, Senior Center, Master Wellness Volunteers, Newspaper, 4-H Clothing, Better Living for Texans, Youth Expo)	58		
3/7	Waxahachie (Senior Center, Master Wellness Volunteers, 4-H Clothing project, diabetes education, Better Living for Texans)	12		
3/10	Ennis, Waxahachie (Master Wellness Volunteers program, Senior Center, 4-H Clothing, Walk Across Texas, Better Living for Texans)	61		
3/11	Waxahachie (4-H Fashion Show, Master Wellness Volunteers, diabetes education, Better Living for Texans, Walk Across Texas)	22		
3/12	Waxahachie (diabetes education, 4-H Fashion Show-return items, Better Living for Texans, Master Wellness Volunteers)	21		
3/13	Waxahachie (Step Up & Scale Down, Senior Center, 4-H Roundup, Better Living for Texans, Master Wellness Volunteers)	19		
3/14	Red Oak, Waxahachie (North Ellis County Outreach Center, 4-H, Better Living for Texans, Master Wellness Volunteers, Senior Center)	26		
3/17	Midlothian, Waxahachie (Master Wellness Volunteers, 4-H, Better Living for Texans, Health Programs)	61		
3/18	Midlothian, Waxahachie (Master Wellness Volunteers, FCS Committee Meeting, 4-H, Better Living for Texans, Health Fair promotion)	65		
3/19	Red Oak, Waxahachie (North Ellis County Outreach Center-deliver BLT newsletters, 4-H, Master Wellness Volunteers, Better Living for Texans)	21		
3/20	Hillsboro, Ennis, Waxahachie (4-H Storyboards, Better Living for Texans, Master Wellness Volunteers, Youth Expo entries)	125		
3/21	Waxahachie (Senior Citizens luncheon preparation, Courthouse, 4-H, Better Living for Texans, Centra Training)	9		

3/24	Midlothian, Waxahachie, Red Oak (Youth Expo preparation, 4-H, Better Living for Texans, Court house, Walk Across Texas, diabetes education)	119	
3/25	Waxahachie (Youth Expo preparation, 4-H, Better Living for Texans)	49	
3/26	Waxahachie (Youth Expo, 4-H, Better Living for Texans, Sr. Center, Step Up & Scale Down)	45	
3/27	Waxahachie (Youth Expo, Step Up & Scale Down, Senior Center, Better Living for Texans, Lawn & Garden Show preparation, Master Wellness Volunteers)	31	
3/28	Waxahachie (Walk Across Texas, Senior Center, 4-H, Better Living for Texans)	27	
3/29	Waxahachie (Lawn & Garden Expo, Water Conservation, 4-H, Better Living for Texans)	33	
3/31	Waxahachie (diabetes education, Walk Across Texas, Water Conservation, 4-H, Better Living for Texans)	12	
		901	

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: April 1, 2014

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 901

Selected major activities since last report**March 2014**

3/3 Office Conference
 3/6 Step Up & Scale Down-Week 8 (10)
 3/10 Office Conference
 3/10 Master Wellness Volunteer Program (15)
 3/11 County 4-H Fashion Show (32)
 3/13 Step Up & Scale Down-Week 9 (10)
 3/13 County 4-H Roundup (32)
 3/14 Office Conference
 3/17 Office Conference
 3/18 FCS Committee Meeting (12)
 3/19 Better Living for Texans, Ferris (9)
 3/20 Step Up & Scale Down-Week 10 (10)
 3/24 Office Conference
 3/26 Youth Expo-Creative Arts Contest (200 entries)
 3/27 Step Up & Scale Down-Week 11 (10)
 3/29 Master Gardeners Garden Expo (5000)

Educational Programming:

Programs 9
 Participants 150

Educational Contacts:

Site Visits-FCS 21
 Telephone 191
 Office Visits 58
 E-mails 847
 Newsletters/Letters 3055

Media Outreach:

News Releases 5
 Website 189
 Facebook 21

Major plans for next month:

4/2 Do Well, Be Well With Diabetes, Day 1
 4/3 Step Up & Scale Down-Day 12
 4/4 District 4-H Fashion Show, Granbury
 4/7 Office Conference
 4/9 Do Well, Be Well With Diabetes, Day 2
 4/12 Silver Citizens Seminars, Unity in the Community, Ennis
 4/14 Office Conference
 4/15 Training: "My Healthy County"
 4/16 Better living for Texans Nutrition Program, Ferris
 4/16 Do Well, Be Well With Diabetes, Day 3
 4/16 City of Waxahachie Health Fair
 4/17 NEXT-Genetically Modified Food

- 4/21 Office Conference
- 4/23 Do Well, Be Well With Diabetes-Day 4
- 4/24 NEXT-Antibiotics in Animal Products
- 4/25 Better Living for Texans Centra Training
- 4/28 Office Conference
- 4/30 Do Well, Be Well With Diabetes-Day 5

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

04/01/14

Date

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50868-00000-000	FM2 Contract Labor	\$ 10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50906-00000-000	FM2 Culverts	\$ 10,000.00


Signature of Department Head

2-Apr-14
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

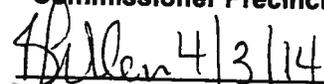
Bill Dodson, Ellis County Commissioner, Pct. 2

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

- _____ County Judge
- _____ Commissioner Precinct #1
- _____ Commissioner Precinct #2
- _____ Commissioner Precinct #3
- _____ Commissioner Precinct #4

Approved by County Auditor's Office:

 4/3/14

Needs court approval

F2 ✓

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT																								
010-0653-40928-00000-000	FM2 Auction Proceeds	\$ 114,283.75																								
Proceeds from Rene Bates Auction Feb 25 2014 for equipment sold																										
<i>Handwritten signature</i>	<table border="1"> <thead> <tr> <th>Description</th> <th>Sale Amt</th> <th>Commission</th> <th>Net Total</th> </tr> </thead> <tbody> <tr> <td>(1) 1988 CAT 12G Motor Grader</td> <td>\$ 55,100</td> <td>\$ 4,132.50</td> <td>\$ 50,967.50</td> </tr> <tr> <td>(2) 1988 CAT 12 Motor Grader</td> <td>\$ 59,100</td> <td>\$ 4,432.50</td> <td>\$ 54,667.50</td> </tr> <tr> <td>(3) 1985 Ford Water Truck</td> <td>\$ 4,600</td> <td>\$ 345.00</td> <td>\$ 4,255.00</td> </tr> <tr> <td>(4) 1978 Int. Water Truck</td> <td>\$ 4,750</td> <td>\$ 356.25</td> <td>\$ 4,393.75</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td>\$ 114,283.75</td> </tr> </tbody> </table>	Description	Sale Amt	Commission	Net Total	(1) 1988 CAT 12G Motor Grader	\$ 55,100	\$ 4,132.50	\$ 50,967.50	(2) 1988 CAT 12 Motor Grader	\$ 59,100	\$ 4,432.50	\$ 54,667.50	(3) 1985 Ford Water Truck	\$ 4,600	\$ 345.00	\$ 4,255.00	(4) 1978 Int. Water Truck	\$ 4,750	\$ 356.25	\$ 4,393.75	TOTAL			\$ 114,283.75	
Description	Sale Amt	Commission	Net Total																							
(1) 1988 CAT 12G Motor Grader	\$ 55,100	\$ 4,132.50	\$ 50,967.50																							
(2) 1988 CAT 12 Motor Grader	\$ 59,100	\$ 4,432.50	\$ 54,667.50																							
(3) 1985 Ford Water Truck	\$ 4,600	\$ 345.00	\$ 4,255.00																							
(4) 1978 Int. Water Truck	\$ 4,750	\$ 356.25	\$ 4,393.75																							
TOTAL			\$ 114,283.75																							

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 Purchase of Equipment	\$ 114,283.75

Handwritten signature

Signature of Department Head

April 2, 2014

Date Signed

Ellis Co. Commissioner, Pct. 2
Department

Bill Dodson, Ellis County Commissioner, Pct. 2

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

Approved by County Auditor's Office:

Handwritten signature 4/3/14

Needs court approval

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0425-50801	Supplies	300.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0425-50819	Computer	300.00

Ann Price
Signature of Department Head

04.04.2014
Date Signed

Heener Services
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

Biller 4/11/14

Needs court approval

F4 ✓

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

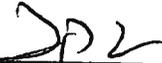
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0520-50874	Docket Books/Printing	\$ 706.62

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0520-50803	Furniture/Fixtures	\$ 706.62


Signature of Department Head

4-8-14
Date Signed

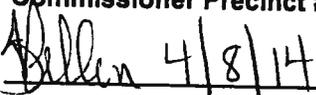

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

 4/8/14

Needs court approval

F5 ✓



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

April 4, 2014

**Request for Approval of Overpayments
Commissioners' Court Date April 14, 2014**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Craig Welch	218579	\$ 2,793.81
J. P. Morgan Chase Bank NA	224609	\$ 5,442.69

Tax Refunds

4/8/14

STATE OF TEXAS: COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS:

That we, Christopher and Holly Oliver, being the owners of that certain tract of land hereinafter described as follows

FIELD NOTES 1.943 Acres

BEING all that certain lot, tract, or parcel of land situated in the ELIZABETH RICE SURVEY, A-927, in Ellis County, Texas, and being a part of a called 17.087 acre tract of land as described by deed and recorded in Volume 2749, Page 1479, Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found for the northeast corner of this tract and same for the said 17.087 acres tract and being the northwest corner of a called 130 acres tract of land described in Volume 2551, Page 1915, OPRECT and in the south line of F.M. 813 (a state road) for the northwest corner of this tract;

THENCE S 00°57'00" E, 1059.99 feet along the east line of the called 17.087 acres tract and same for this tract and along the west line of the said 130 acres tract to a 1/2" steel rod set for the southwest corner of this tract and being a point in the west line of said 130 acres tract of land;

THENCE, through said 17.087 Acres tract as follows: S 89°54'39" W, 170.02 feet along the south line of this tract to a 1/2" steel rod set, THENCE N 00°57'00" W, 200.02 feet to a 1/2" steel rod set, THENCE N 89°54'39" E, 170.02 feet to a 1/2" steel rod set, THENCE N 00°57'00" W, 688.83 feet to a 1/2" steel rod set, THENCE S 89°54'39" W, 120.01 feet to a 1/2" steel rod set, THENCE N 00°29'52" W, 149.99 feet, to a 1/2" steel rod set for the northeast corner of the this tract and also being a point in the north line of said 17.087 acres tract and in the south line of said F.M. 813;

THENCE, N 81°50'49" E, 150.00 feet along the north line of this tract and same for the said 17.087 acres tract and along south line of F.M. 813, to the POINT OF BEGINNING and containing approximately 1.943 acres of land

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That we, Christopher and Holly Oliver, do hereby adopt this plat designating the hereabove described property as a Simplified Plat of LOT 1, BLOCK A of MITCHELL ESTATE, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone

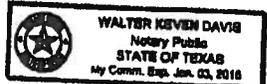
IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 7 DAY OF April, 2014.

Handwritten signatures of Chris Oliver and Holly Oliver.

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Christopher and Holly Oliver, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7 DAY OF April, 2014. Walter Kevin Davis, Notary Public



PLATTING NOTE: Property is in the E.T.J. of The City of Waxahachie and is subject to the platting rules and regulations of Ellis County

NOTE: No 100 year floodplain per FEMA FRM Map # 48139C0200F Zone X Unshaded

LEGEND table with symbols for Property Corner Symbol, Found, Steel Rod, Steel Pipe, Utility Easement, Utility Pole, Right of Way, Point of Beginning, Centerline, Drainage Flow, Spot Elevations, Building Line, Water Line, Water Meter, Sewer Manhole, Cleanout, Fire Hydrant, Water Valve, Drainage & Utility Easmt, Telephone Riser.



MINOR PLAT (City) / SIMPLIFIED PLAT (County)

LOT 1, BLOCK A MITCHELL ESTATE

Being a 1.943 Acre Addition in the Elizabeth Rice Survey, A-927 Ellis County, Texas

Owners: Christopher and Holly Oliver Phone: 972-921-5797

ENGINEERS D&M DAVIS & McDILL, Inc. SURVEYORS P.O. Box 428, Waxahachie, Texas 75168 Phone: Metro (972) 938-1185 (A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

Drawn by: Kevin Huber Date March 3, 2014 Job no. 214-0081a

PLAT APPROVAL

CITY OF WAXAHACHE
ELLIS COUNTY, TEXAS

By: _____, Building Development Director

Approved: _____, 2014

STATE OF TEXAS:
COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of Ellis County, Texas.
Approved this date, the _____ day of _____, 2014

NOTE:

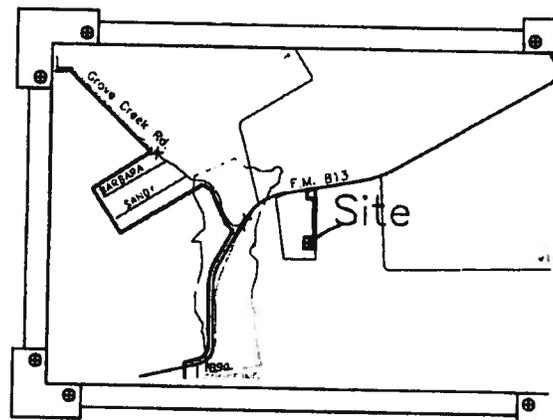
ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

County Judge _____

This plat has been Preliminary/Final approved by the Department of Development an on-site sewage facility system pending any and all information as may be by the Ellis County Department of Development.

Public Works Director _____

Date _____



LOCATION MAP SCALE : 1" = 2000

SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Keven Davis, a Registered Professional Land Surveyor State of Texas, have plotted the above subdivision from an actual survey made on the _____ and that all lot corners, angle points, and points of curve have been properly marked ground, and that this plat correctly represents that survey made by me.

Walter Keven Davis
Walter Keven Davis
Texas Registration No. 4486

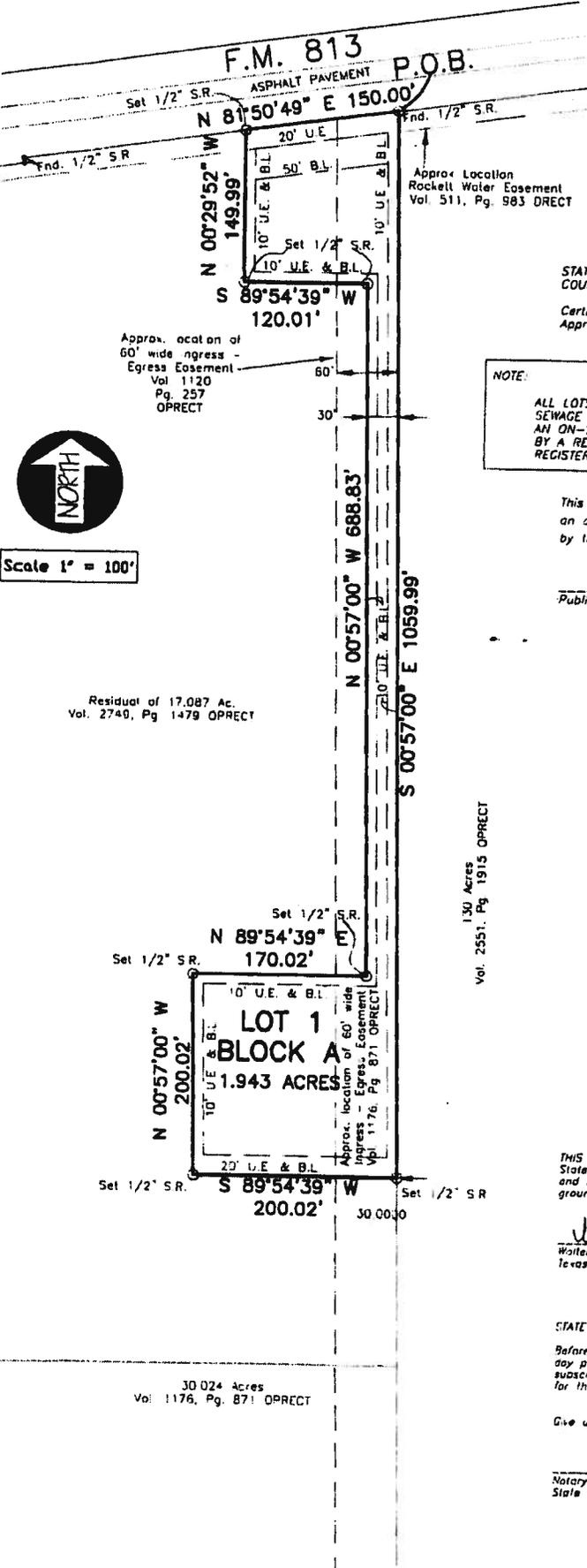
STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for the State of Texas, on _____ day personally appeared Walter Keven Davis, known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that he executed the for the purposes therein expressed and in the capacity stated.

Give under my hand and seal this the 7 day of April, 2014.

Notary Public in and for the State of Texas

JAMES R. MCDELL
Notary Public
STATE OF TEXAS
My Comm. Expires _____



Scale 1" = 100'

Residual of 17.087 Ac.
Vol. 2740, Pg. 1479 OPRECT

1.30 Acres
Vol. 2551, Pg. 1915 OPRECT

30.024 Acres
Vol. 1176, Pg. 871 OPRECT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RIGHT OF WAY DEED WITHOUT WARRANTY

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS

That **CAROLYN J. HAMAN** ("Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by **ELLIS COUNTY, TEXAS** ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto the said Grantee all the following property, to-wit:

All that certain lot, tract or parcel described in **Exhibit A** attached hereto and made part hereof.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee, Grantee's successors, and assigns forever for use as roadway right of way, subject to any and all conditions, agreements, and easements, previously conveyed, if any, relating to the above-described property, to the extent they remain in effect and shown of record in the Official Public Records of Ellis County, Texas.

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION.

WITNESS GRANTOR'S HAND this April 4, 2014.

Carolyn J. Haman
Carolyn J. Haman, Grantor

ELLIS COUNTY, Grantee

By: _____
Carol Bush, County Judge

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged on this the _____ day of _____, 20____, by Carol Bush, County Judge, Ellis County, Texas, on behalf of Ellis County.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged on this the 4 day of April, 2014, by Carolyn J. Haman.

Donna Phillips
Notary Public, State of Texas



1.1

EXHIBIT A

FIELD NOTES

**Roadway Dedication to Ellis County
2.527 ACRES**

BEING all that certain lot, tract, or parcel of land situated in the H.H. SELF SURVEY, ABSTRACT 1001, in Ellis County, Texas, and being a portion of a called 72.710 acres tract of land as described in Volume 1320, Page 58, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found southwest of a bend in Marshall Road (a county road) for the southwest corner of this tract and same for the said 72.710 acres tract and being the northwest corner of Marshall Road Estates, a subdivision in Ellis County, Texas, according to the plat thereof recorded in Cabinet C, Slides 647-648, Plat Records, Ellis County, Texas, (PRECT), and also being in the east line of a called 267.66 acres tract of land described in Volume 597, Page 940, Deed Records, Ellis County, Texas, (DRECT), and being the recognized southwest corner of the said Self Survey and being the recognized northwest corner of the W. Irvin Survey, Abstract No. 546, and also being in the recognized east line of the L.J. Irwin Survey, Abstract No. 548;

THENCE N 00°32'37" W, (Deed – N 00°11'00" W, 1836.07 feet, with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6850414.494, Easting = 2464840.893) along the west line of this tract and same for the said Marshall Road and same for the said 72.710 acres tract and along the east line of the 267.66 acres tract and along the recognized Self – L.J. Irwin survey line at approximately 120.05 feet pass a 1/2" steel rod found capped RPLS # 4466 for a residual northeast corner of the 267.66 acres tract and a southeast corner of a called 194.000 acres tract of land described in Volume 2725, Page 135, OPRECT, continuing along the east line of the 194.000 acres tract crossing Marshall Road and at approximately 1816.58 feet passing a 1/2" steel rod found for the northeast corner of the 194.000 acres tract and being a southeast corner of a called 13.56 acres tract of land also described in Volume 1320, Page 58, OPRECT, continuing along an east line of the 13.56 acres tract, in all, 1835.90 feet to a point for the northwest corner of this tract and same for the said 72.710 acres tract and being an inset corner of the 13.56 acres tract;

THENCE S 88°43'56" E, 60.02 feet (Deed – S 88°24'00" E) into the Self Survey and along the north line of this tract and same for the said 72.710 acres tract and along a south line of the 13.56 acres tract to a point for the northeast corner of this tract;

THENCE S 00°32'37" E, 1833.69 feet through the 72.710 acres tract and along the east line of this tract and same for the said Marshall Road and crossing Marshall Road at a bend and to a point in the south line of the 72.710 acres tract and in the north line of Marshall Road Estates and in the recognized south line of the Self Survey and recognized north line of the W. Irvin Survey for the southeast corner of this tract;

THENCE S 89°09'51" W, (Deed – S 89°31' W) along the south line of this tract and same for the said 72.710 acres tract and along the north line of the said Marshall Road Estates and along the recognized Self – W. Irvin survey line to the POINT OF BEGINNING and containing approximately 2.527 acres of land.

Form ID 21668
Customer 0396144 - ELLIS COUNTY PCT 3



Rental Agreement (Equipment)

HOLT TEXAS, LTD. a Texas limited partnership ("HOLT"), and Customer, as identified below, hereby enter into this Rental Agreement ("Agreement"), under the following terms and conditions:

LESSOR:

3302 So. W. W. White Rd.
San Antonio, TX 78222
P.O. Box 207916
San Antonio, TX 78220-7916

- HOLT CAT
- HOLT Crane & Equipment
- HOLT Agribusiness
- HOLT Power Systems

CUSTOMER:

Send Invoices To	ELLIS COUNTY PCT 3 PO BOX 396 ITALY, TX 76651-0396
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Ship To Location	PO BOX 396 ITALY, TX 76651-0396	Customer P.O. Number:
		Customer Number: 0396144
		Contact Name/Phone:
Ship From LEWISVILLE	Freight on Board (F.O.B.) Shipping Point	Ship Via HOLT Transport
Description of the Equipment covered by the Agreement (the "Equipment")		
Model CW14 HW	ID Number HLK018257	Serial Number LTJ00134

Rental RPO No Charge Demonstration Period (Begins: _ Ends: _)

Tier 4 Machine Yes No

LKE Eligible Yes No

LOSS DAMAGE WAIVER (NOT AVAILABLE FOR CRANES): The Loss Damage Waiver ("LDW") is not available for all rental transactions. HOLT may refuse to offer the LDW in its sole discretion. The LDW charge is 14% of the Base Rental installment per month. See Paragraph 12 of the Other Terms and Conditions for more details.

Customer accepts the LDW: _____ (Customer initial here)

Customer declines the LDW: _____ (Customer initial here)

LDW not offered for this transaction: _____ (Customer initial here) _____ (Salesman initial here)

OTHER INSURANCE REQUIRED: Please see Paragraph 11 of the Other Terms and Conditions for additional insurance requirements.

SPECIAL INSTRUCTIONS:

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Rental Agreement
HOLT TEXAS LTD - EQ - RENTAL (REV 09/2011)

WARRANTY: The Equipment has the following warranty(s):
 Applicable manufacturer's warranty
 None - "As Is" with no warranty
 Other

Customer acknowledges receipt of the applicable Warranty form: _____ (Customer initial here)

CUSTOMER RENTS THE EQUIPMENT IN AN "AS-IS" CONDITION, WITH NO WARRANTY, EXPRESS OR IMPLIED: _____ (Customer initial here)

THE WARRANTY LISTED ABOVE, IF ANY, ONLY APPLIES UPON PURCHASE OF THE EQUIPMENT AND ONLY TO THE EXTENT THERE IS ANY WARRANTY REMAINING THAT HAS NOT EXPIRED: _____ (Customer initial here)

RENTAL INSTALLMENTS:

The amount of each installment of rent payable hereunder by Customer ("Rental installment") shall be the total Amount set forth below:

Rental Installment	<u>\$2,565.00</u>
LDW	<u>\$0.00</u>
Cable	<u>\$0.00</u>
Delivery Charge	<u>\$0.00</u>
Subtotal	<u>\$2,565.00</u>
Sales Tax	<u>\$0.00</u>
"Dealer's" Hvy. Eq. Tax	<u>\$0.00</u>
TERP Tax	<u>\$0.00</u>
Environmental Fee	<u>\$0.00</u>
Other Charges	<u>\$0.00</u>
TOTAL	<u>\$2,565.00</u>

Equipment Value: \$0.00

FOR HOLT'S REFERENCE ONLY	
PWC Code #	810
Release #	TBD
Salesman's #	598
County	ELLIS
Hours Out:	Hours In:
Fuel Out:	Fuel In:

TRANSPORTATION CHARGES:

If transportation is arranged by HOLT, transportation charges will be invoiced, plus sales tax

Each way: _____
 To be determined

EQUIPMENT RECONFIGURATION IS PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM HOLT'S RENTAL FLEET MANAGER.

OVERTIME: The above payment installment is based on a single shift rate of 8 hours a day for daily rentals, forty hours a week for weekly rentals, and 160 hours per four-week period. Customer agrees to pay overtime hours as 1/8 of daily rate, 1/40 of a 40 hour week rate, or 1/160 of a 160 4 week period. Overtime charges are pro-rated based on the amount that the excess usage exceeded the maximum number of hours allowed.

RENTAL TERM AND PAYMENT DATES Rental Term: 0 4-week periods, beginning ("Commencement Date").

Payment Dates: The Payment Dates shall be the first day of each 4-week period for crane rentals, and the last day of each 4-week period during the Rental Term for all other rentals.

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Rental Agreement
\$0.00

PURCHASE OPTION: (IF APPLICABLE) OPTION PRICE:
PURCHASE OPTION EXPIRES:

Option Price does does not include the cost of manufacturer's extended warranty. (If neither is indicated the warranty cost is not included in the Option Price). If an Option Price and expiration is shown above, then Customer is granted an option to purchase the Equipment. If the Purchase Option is not exercised on or before the Purchase Option Expires date above, HOLT, in its sole discretion, reserves the right to replace the Equipment at any time after the expiration of the Purchase Option.

The following terms and conditions shall apply to Customer's purchase option:

- A. The Purchase Option is not assignable by Customer.
- B. HOLT shall transfer to Customer (i) any remaining standard manufacturer's warranty on the Equipment, and (ii) if the Option Price includes the cost thereof, any remaining extended manufacturer's warranty on the Equipment. All such warranty transfers shall be only to the extent the warranty transferred is then valid and effective.
- C. Customer may not exercise the Purchase Option at any time (i) that Customer is in default of the performance of any of Customer's obligations under this Agreement, or (ii) Customer has not paid in full any open account balances due HOLT.
- D. In order to exercise the Purchase Option Customer must pay to HOLT, in cash or certified funds, the Adjusted Option Price of the Equipment, together with all taxes on or measured by such purchase price. The term "Adjusted Option Price" shall mean the Option Price set forth above less any Base Rental Installments paid by Customer hereunder, plus non-warranty repairs to the Equipment made by HOLT for which HOLT has not been paid, plus interest on the Option Price from the Commencement Date to the date of payment at a rate equal to the lesser of (i) the Maximum Rate or (ii) the Prime Rate Plus 3.0 percent for Month 1 through Month 12 and Prime Rate Plus 5.0 percent from Month 13 through the end of the Rental.

Sales Tax Information

Customer does does not claim that the rental of the Equipment is exempt from taxation under Chapter 151 of the Texas Tax Code. The reason Customer claims such an exemption is as follows:

GOVERNMENTAL ENTITY

If Customer claims an exemption, an Exemption Certificate conforming to applicable law must be provided upon execution. If not provided sales tax will be charged.

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Configuration Details

Quantity	Reference Number	Description
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Rental Agreement
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DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY BE RESPONSIBLE FOR ADMINISTERING WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS, AND, CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING RENTED OR SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) CAUSED BY ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES OR LOSSES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) RESULTING FROM THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

THERE ARE ADDITIONAL TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, INDEMNIFICATION OF HOLT, ARBITRATION AND WAIVER OF JURY TRIAL, CONTAINED IN THE OTHER TERMS AND CONDITIONS BELOW THAT ARE AN IMPORTANT PART OF THIS AGREEMENT. PLEASE REVIEW THE OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING A REFERENCE TO THIS RENTAL AGREEMENT.

HOLT: HOLT TEXAS, LTD
By: Holt Nevada GP, Inc., General Partner

CUSTOMER:
ELLIS COUNTY PCT 3

By: _____
(Signature)

By: _____
(Signature)

Sean P. Lothary
(Printed Name)

(Printed Name)

Regional Sales Manag
(Printed Title)

(Printed Title)

Date: _____

Date: _____

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Customer 0396144 - ELLIS COUNTY PCT 3

Rental Agreement


**HOLT TEXAS, LTD.
OTHER TERMS AND CONDITIONS**

1. TERM: The Term of this Agreement begins on the Commencement Date and continues for the Rental Term; provided, however, Customer's obligation to pay Rental Installments shall not be for less than (i) Commencement Date through the Minimum Termination Date, if applicable, and the period of time from when the Equipment is delivered to Customer until the Equipment is returned to the possession of HOLT.

2. RENT AND OTHER PAYMENTS: Customer shall pay HOLT each Rental Installment in advance for crane rentals, and in arrears for all other rentals, on or before each succeeding Payment Date, without demand, deduction or offset. If Customer defaults in the payment of any sum of money to be paid under this Agreement, Customer shall pay HOLT, as additional rent, interest on such unpaid sum from its due date to the date of payment at the Maximum Rate. Such additional rent is in addition to, and not in lieu of, other rights and remedies HOLT may have. All amounts due and owing hereunder shall be payable at the offices of HOLT set forth above. If the time for payment of any amount due hereunder is not otherwise stated herein, payment shall be due upon receipt. If the Equipment is to be used for demonstration only, all provisions of this Agreement shall still be fully effective, and Customer shall be responsible for any usage after the date the Demonstration Period ends. Unless otherwise specified above, the rental for usage after the Demo Period shall be HOLT's then current standard daily rate for the Equipment.

3. ACCEPTANCE AND DELIVERY: Customer shall inspect the Equipment upon receipt. Customer shall be presumed to have accepted the Equipment unless the Customer notifies HOLT of any defects within twenty-four (24) hours. The notice shall be provided telephonically and in writing to HOLT and shall set forth in complete detail the defects in the Equipment to which Customer objects. HOLT shall have the right to repair or replace the Equipment, within a reasonable time, or to cancel or rescind this Agreement, without liability to the Customer, except for return of any amounts paid.

4. TITLE: Title to the Equipment shall at all times remain in HOLT. Customer, at its expenses, shall protect and defend the title of HOLT and keep it free of all claims and liens. All replacements, repairs, improvements, alterations, substitutions and additions shall constitute accessions to the Equipment and title thereto shall vest in HOLT.

5. LOCATION OF EQUIPMENT: Customer shall not remove the Equipment from the location set forth on the first page of this Agreement without HOLT's written consent. Customer represents that the Equipment will not be affixed to any real estate or other goods so as to become fixtures on such real estate or accessions to other goods.

6. USE: So long as Customer is not in default under this Agreement, Customer shall be entitled to the possession, use and quiet enjoyment of the Equipment during the Rental Term in accordance with the terms of this Agreement. Customer warrants that: (1) The Equipment will at all times be used and operated solely in the conduct of Customer's business and not for personal, family or household use, and in accordance with the operation, use and/or instructional materials supplied to Customer; (2) Customer will comply with all applicable laws, acts, rules, regulations and orders affecting the Equipment or use thereof and shall be responsible for obtaining all authorizations, licenses, and certifications to operate the Equipment; (3) the Equipment will be used solely for the purpose for which it was designed and intended, and will not be abused or used beyond its rated capacity; and, (4) Customer will only allow skilled operators trained and certified in the use of the Equipment to operate the Equipment. Customer shall operate the Equipment with reasonable care and diligence and use reasonable precautions to prevent loss, damage, or injury. The Equipment is not to be used in or near salt water. Customer will pay for damages resulting from such use. Equipment that is run in sand and has excessive wear will result in additional charges to Customer.

7. REPAIRS AND MAINTENANCE Except for repair costs covered by an express HOLT or manufacturer warranty, if any, Customer, at its expense shall: (1) keep the Equipment in good and efficient working order and condition, (2) pay as provided in this Agreement all costs, expenses, fees and charges incurred in connection with the use or operation of the Equipment including, but not limited to, maintenance, storage and servicing, and pay HOLT, upon demand, its regular charges for any parts or labor furnished in making any repairs. Customer's maintenance obligations shall include, but not be limited to, the performance of all daily maintenance recommended in applicable manufacturer operation, lubrication and/or maintenance guides ("Daily Maintenance"). In connection with the performance of Daily Maintenance, Customer shall (i) utilize fluids, lubricants and filters which meet current manufacturer specifications, and at all times maintain levels as recommended by the manufacturer; (ii) utilize scheduled oil sampling from HOLT; (iii) be responsible for all cleaning of the Equipment as required for maintenance, including but not limited to, removal of brush or debris from undercarriage, belly pans, radiator and engine compartment; (iv) be responsible for boom and rope damage, tire and tube replacement, fuel and fuel quality, ground engaging tools (buckets, ripper shanks, etc.), glass breakage, make-up fluids, cleaning and painting; (v) be responsible for notifying HOLT of any unusual noises or problems with respect to the Equipment; and (vi) be responsible for making the Equipment available for maintenance and inspection by HOLT.

8. TAXES: Customer shall pay all taxes, fees, assessments and other governmental charges of any kind or character on or relating to the Equipment, including Dealer's Heavy Equipment Tax (applicable if Purchase Option is exercised) and/or Off Road Heavy Duty Tax, as well as the sale, purchase, rental, ownership, use, value added, possession, shipment, transportation, delivery or operation thereof, including the exercise of any option which may accrue or be levied, assessed or imposed during the term of this Agreement, or which remain unpaid as of the date of surrender of the Equipment to HOLT, along with any penalties, fines or interest thereon. Customer shall reimburse HOLT for any payments made by HOLT which are the obligation of Customer under the Agreement, but Customer may defer payment as long as it is in good faith and by appropriate proceedings, contesting the validity or the amount thereof, unless such contest would adversely affect the title of HOLT to any Equipment or would subject any Equipment to forfeiture or sale.

9. LOSS AND DAMAGE: Customer assumes all risk of and shall be solely responsible for all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. The Agreement shall not terminate and there shall be no abatement, reduction, suspension or deferment of Rental Installments for any reason, including

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Customer 0396144 - ELLIS COUNTY PCT 3

Rental Agreement


damage to or loss of the Equipment. Customer shall promptly give HOLT written notice of any loss or damage, describing in detail the cause and the extent of such loss or damage. Customer shall notify appropriate law enforcement authorities within two (2) hours of the discovery of the theft or vandalism. Customer shall at its expense, and to HOLT's satisfaction, promptly repair any damage or loss to the Equipment, or reimburse HOLT for the value of the Equipment, including partial or complete destruction, and including intentionally caused damage or theft. HOLT shall not be liable and Customer waives any claim it might have (i) for injury to Customer's business or any loss of income therefrom; (ii) for damage to the property of Customer, or (iii) for injury to the person of Customer or Customer's agents, representatives and employees resulting from this Agreement or caused in any way by the Equipment.

10. CUSTOMER'S INDEMNITIES: CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE, INCLUDING, BUT NOT LIMITED TO, THE ACCOUNT OF HOLT OR CUSTOMERS: (1) RELATING TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, THE MANUFACTURE, CONSTRUCTION, PURCHASE, DELIVERY, ACCEPTANCE OR REJECTION, INSTALLATION, OWNERSHIP, SALE, LEASING, REMOVAL OR RETURN OF THE EQUIPMENT, OR RESULTING FROM THE USE, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION OR THE CONDITION THEREOF (WHETHER DEFECTS ARE LATENT OR DISCOVERABLE) OR (2) BY REASON OF OR AS A RESULT OF ANY ACT OR OMISSION OF CUSTOMER, OR ANY AUTHORIZED OR UN-AUTHORIZED SUBLESSEE OR USER OF CUSTOMER'S, OR HOLT (THE "INDEMNIFIED CLAIMS"). CUSTOMER SHALL COOPERATE FULLY WITH HOLT AND ALL INSURERS IN THE INVESTIGATION AND DEFENSE OF ANY CLAIMS OR SUITS ARISING FROM THE OPERATION OF THE EQUIPMENT. CUSTOMER WILL PROVIDE THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS FROM THE DATE THE INDEMNIFIED CLAIMS ARE FIRST MADE, UNTIL THERE IS A FINDING OF FACT BY AN ARBITRATOR, JURY OR INDEPENDENT TRIER OF FACT THAT HOLT WAS NEGLIGENT OR OTHERWISE AT FAULT, AND RESPONSIBLE FOR SOME PORTION OF THE DAMAGES, AFTER WHICH HOLT WILL ASSUME THE COST OF ITS OWN DEFENSE. HOLT MAY SELECT AND DIRECT THE COUNSEL WHO DEFENDS HOLT IN THE INDEMNIFIED CLAIMS. CUSTOMER WILL HAVE NO RIGHT OF REIMBURSEMENT FROM HOLT FOR ANY DAMAGES PAID OR INCURRED PRIOR TO THE DATE OF SUCH FINDING OF FACT.

11. INSURANCE: Customer agrees to provide HOLT with a Certificate of Insurance providing evidence of coverages in accordance with HOLT's specific requirements as follows:

See Figure 1.1 The payment of any insurance premium and applicable deductible shall be the sole responsibility of Customer. Customer shall promptly notify all insurers and HOLT of each and every occurrence that may become the basis of a claim or cause of action and provide HOLT with all information requested by HOLT about each occurrence. Customer shall furnish HOLT with the required Certificate of Insurance prior to the release of the Equipment to Customer. Any insurance obtained by Customer under this Agreement or otherwise maintained by Customer shall be primary to any policies held by or provided coverage to HOLT, and the coverage afforded HOLT under such policies, shall delete any excess clause or coinsurance clause that requires sharing or renders primary any other insurance covering HOLT. Proceeds of all insurance shall be payable first to HOLT, and after HOLT has been paid all sums due to it, any remainder shall be delivered to Customer.

Neither review nor failure to review such certificates shall constitute approval thereto or be deemed to waive or diminish HOLT's rights under this Agreement. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve Customer from its liability and/or indemnity obligations in this Agreement.

12. LOSS DAMAGE WAIVER (NOT AVAILABLE FOR CRANES OR GENERATORS 500KW AND LARGER): If HOLT offers LDW and Customer does purchase the LDW, then Customer will still be required to provide all other insurance coverages as listed in Paragraph 11 and Figure 1.1. Customer is responsible for any and all costs arising from damage, loss or theft of the Equipment, except if HOLT has offered and the Customer has elected to purchase the LDW, HOLT agrees that Customer's financial responsibility shall be limited to \$10,000 for costs resulting from damage, loss or theft of the Equipment arising from Aircraft, Collision, Earthquake, Explosion, Fire, Flood, Hail, Lightning, Riot, Rodents, Sinkhole Collapse, Smoke, Sprinkler Leakage, Theft, Vandalism, or Windstorm. The LDW shall not apply in the event of Theft unless the Customer reports the theft to appropriate law enforcement authorities within 2 hours of discovery and provides a copy of the police report to HOLT as soon as practicable. If any stolen Equipment is recovered at a later date, HOLT may at its sole option (i) offer the Equipment for sale to Customer at its then fair market value less amounts, if any, recovered by HOLT from Customer in connection with the theft, plus amounts expended by HOLT in connection with the recovery of the Equipment, plus amounts owed by Customer to HOLT in connection with the theft, or (ii) refund to Customer without interest the amount, if any, recovered from Customer, less amounts expended by HOLT in connection with the recovery of the Equipment plus amounts owed by Customer to HOLT in connection with the theft.

The LDW shall not apply with respect to: (i) overturn, rollover, or upset, (ii) undercarriage wear in excess of 5% per month, (iii) rubber tire wear in excess of 5% per month, or tire cuts and abrasions, or (iv) damage, loss or theft resulting from improper or unsafe operation, improper care, improper storage, or improper precautions to secure the Equipment.

HOLT and Customer acknowledge that nothing in this Agreement is intended to be construed as creating an insurer/insured relationship between HOLT and Customer.

HOLT shall be under no obligation to accept Customer's Certificate of Insurance in lieu of the LDW if provided by the Customer after the Commencement Date, and even if accepted by HOLT, Customer shall not be entitled to any refund of LDW charges accrued prior thereto.

13. EVENTS OF DEFAULT: Each of the following is an event of default under this Agreement: (1) Customer's failure to pay any Rental Installment or other sum payable to HOLT or any affiliate of HOLT when due, whether such indebtedness arises hereunder or otherwise, (2) Customer's ceasing to do business as a going concern, becoming insolvent, taking advantage of any law for the relief of debtors, making an assignment for the benefit of creditors or a filing under the U. S. Bankruptcy Code by or against Customer; (3) HOLT deems the Equipment in jeopardy or feels insecure with respect to Customer's continued ability to make payments or the value of the Equipment; or (4) Customer fails to perform any other obligation imposed on Customer under this or any other HOLT

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Rental Agreement



Agreement.

14. REMEDIES ON DEFAULT In the event of any default by Customer, HOLT is entitled to any one or more of the following remedies:

- (a) HOLT may take possession of the Equipment and terminate the Agreement and Customer's rights hereunder.
- (b) HOLT may proceed by court action to enforce performance of the terms of this Agreement and to recover damages for the breach hereof.
- (c) HOLT may withhold delivery of the Equipment, take possession of any Equipment previously delivered, and/or stop delivery of the Equipment by any bailee.
- (d) HOLT may take possession of the Equipment and recover from Customer immediately, as liquidated damages, and not as a penalty, an amount equal to the sum of the unpaid Rental Installments for the remainder of the Rental Term, plus other unpaid sums due under this Agreement, discounted to its present value at a rate of interest equal to the rate earned on U.S. Treasury securities of a like term, plus incidental damages incurred by HOLT.
- (e) Without terminating this Agreement, HOLT may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment. In the event the Equipment is relet, HOLT may recover from Customer as damages (i) the accrued and unpaid rent as of the date of the commencement of the term of the new rental agreement, (ii) plus the present value (calculated as provided in subsection (d) above), as of the same date, of the remaining Rental Installments for the unexpired portion of the Rental Term, (iii) less the present value (calculated as provided in subsection (d) above), as of the same date, of the rent under the new rental agreement applicable to the period of time equal to the unexpired portion of the Rental Term, and (iv) plus any incidental damages incurred by HOLT. In the event the Equipment is sold or otherwise disposed of, HOLT may exercise any one or more of the remedies provided above. In no event shall HOLT be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of selling or reletting the Equipment.

HOLT is not required to give Customer any notice of default before exercising any of the above remedies. In taking possession, HOLT may enter upon any premises where the Equipment may be located and remove the Equipment or store it on the premises without charge. Any claim for damages caused by the taking possession, storage or removal is hereby waived by Customer. The remedies provided herein shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

15. ASSIGNMENT AND SUBLEASE: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement, if converted to a sale or trade-in purchase, to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT. Customer agrees it will not, without the prior written consent of HOLT, allow the Equipment to be operated by persons other than employees of Customer trained in the proper operation of the Equipment or rent or sublease any Equipment to others, without the prior, written consent of HOLT's Rental Fleet Manager. In the event such written consent is given by HOLT, Customer shall ensure that its sub-lessees comply with all obligations of Customer in this Agreement.

16. RETURN: Upon the expiration or earlier termination of this Agreement, Customer shall promptly return the Equipment to HOLT free and clear of all mortgages, liens, security interests, charges, encumbrances and claims, and in the same operating order, repair, condition and appearance as when received, ordinary wear and tear excepted. Customer shall make such return at its expense and risk, freight and insurance prepaid, to the destination specified by HOLT. In the event Customer remains in possession of the Equipment after the expiration or earlier termination hereof, Customer shall be a Lessee at Will, and all terms and conditions of the Agreement shall continue in full force and effect. If Equipment is returned dirty or damaged, Customer shall be responsible for excess cleaning and repair charges in an amount determined by HOLT.

17. TRANSPORTATION CHARGES: All transportation charges shall be borne by the Customer, including, but not limited to, all loading, unloading, installing, dismantling and hauling, all demurrage accruing at its own shipping or receiving point, and all freight and switching charges both upon delivery and return.

18. CUSTOMER'S WARRANTIES In addition to the other warranties contained herein, Customer warrants to HOLT that (i) if Customer is a corporation, limited liability company or limited partnership, Customer is duly organized and validly existing in good standing under the laws of the state in which it is organized and has duly authorized the execution, delivery and performance of this Agreement; and (ii) the Agreement has been duly and validly executed and delivered by Customer and constitutes a valid contract which is fully enforceable against Customer according to its terms.

19. NOTICES: All notices required or permitted hereunder shall be in writing and shall be deemed duly given as of the date of proof of receipt or refusal of delivery if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the party set forth above or any other address designated by notice given in accordance with this section.

20. USURY. This Agreement is a lease, and not a financing agreement or arrangement. However, if this Agreement shall ever be determined to be a financing agreement or arrangement involving the loan of money, this paragraph shall apply. It being the intention of the parties to strictly conform to the applicable usury laws, all agreements between the Customer and HOLT, whether now existing or hereafter arising and whether written or oral are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity of the obligations secured hereby or otherwise, shall the amount paid or agreed to be paid to HOLT for the use, forbearance, or detention of money hereunder or otherwise, exceed the maximum amount permissible under applicable law. If fulfillment of any provision or of any document evidencing or securing the obligations secured hereby shall involve exceeding the limits prescribed by law, then the obligation to be fulfilled shall be reduced to the legal limit; and if HOLT shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Customer. All sums paid or

Form ID 21668
Customer 0396144 - ELLIS COUNTY PCT 3

Rental Agreement



agreed to be paid to HOLT for the use, forbearance, or detention of the indebtedness of the Customer to HOLT hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof.

21. MAXIMUM RATE: "Maximum Rate" shall be the lesser of: 1) 1.5% per month (18% per annum); or 2) the highest non-usurious rate of interest allowed by Texas law.

22. PRIME RATE: "Prime Rate" shall mean the prime rate as published in The Wall Street Journal, Southwest Edition. The Prime Rate shall be adjusted by HOLT as often as it does so in accordance with HOLT's normal billing practices.

23. MISCELLANEOUS: Time is of the essence of this Agreement. This Agreement represents the entire agreement between HOLT and Customer and all other representations or agreements, whether oral or in writing, are superseded by this Agreement. This Agreement may only be modified by a written agreement signed by an authorized representative of Customer and HOLT. If any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby. To this end, the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of HOLT and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed and construed according to the laws of the state of Texas.

Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the state of Texas and the United States of America located in San Antonio, Texas, for any actions, suits or proceedings arising out of or relating to this Agreement, excluding any claims arbitrated under paragraph 25 hereof.

24. SECURITY AGREEMENT: HOLT and Customer intend and agree that this Agreement is a lease only, and not a financing agreement or arrangement. However, in the event the Purchase Option set forth above is timely exercised by Customer or title to any Equipment is transferred to Customer, this paragraph shall be deemed to automatically create a financing agreement or arrangement wherein Customer shall grant, upon the date of title transfer, to HOLT a security interest in the Equipment and any and all additions and substitutions thereto or therefor and all proceeds thereof or other benefits or products attributable thereto to secure the payment of all liabilities and obligations of Customer incurred in connection with the Equipment and any other liability of Customer to HOLT whether now existing or hereafter arising and all renewals, extensions and rearrangements of such liabilities. HOLT is authorized and is appointed by Customer as its Irrevocable attorney-in-fact to file such financing statements and any amendments thereto as HOLT may deem necessary, advisable or protective in connection with the lease and possible sale of the Equipment. Customer expressly authorizes HOLT to file a financing statement on the Equipment after the execution of this Agreement as a protective measure. Customer agrees to pay the cost of filing or recording the same in all public offices at any time and from time to time whenever filing or recording is deemed by HOLT to be necessary or desirable. If the Customer shall default in the payment or performance of any obligation or liability secured hereby, HOLT may exercise any rights and remedies granted by the Texas version of the Uniform Commercial Code or by this Agreement. Customer authorizes HOLT to file such financing statements covering the Equipment as HOLT deems necessary: (i) to perfect a security interest in the Equipment or (ii) to release, terminate and void Customer's interest in the Equipment.

25. ARBITRATION: THE PARTIES HERETO SHALL SUBMIT TO BINDING ARBITRATION ANY DISPUTED QUESTION OR CONTROVERSY ARISING UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATING TO THE TRANSACTION CONTEMPLATED BY THE AGREEMENT. ANY SUCH ARBITRATION SHALL BE CONDUCTED AT SAN ANTONIO, BEXAR COUNTY, TEXAS. ANY PARTY MAY INITIATE THE ARBITRATION, BY NOTICE IN WRITING TO THE OTHER PARTY, SETTING FORTH THE NATURE OF THE DISPUTE, THE AMOUNT INVOLVED, IF ANY, AND THE REMEDY SOUGHT. ANY PARTY DESIRING TO INITIATE ARBITRATION SHALL SERVE A WRITTEN NOTICE OF INTENTION TO ARBITRATE TO THE OTHER PARTY AND TO THE AMERICAN ARBITRATION ASSOCIATION OFFICE IN OR CLOSEST TO SAN ANTONIO, TEXAS. SUCH NOTICE OF INTENTION TO ARBITRATE MAY BE INFORMAL AND NEED NOT COMPLY WITH RULE 6 OF THE AMERICAN ARBITRATION ASSOCIATION. LEGAL ACTION REGARDING THIS AGREEMENT AND ANY LIABILITIES HEREUNDER SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS AND THEN REFERRED TO ARBITRATION, BUT SHALL NOT BE PURSUED IN DIFFERENT OR ALTERNATIVE FORUMS. THE ISSUE OF WAIVER PURSUANT TO THIS PARAGRAPH IS AN ARBITRABLE ISSUE. THE ARBITRATORS SHALL BE SELECTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS AGREEMENT. THE ARBITRATORS, OR A MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PREHEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL AND BINDING UPON THE PARTIES HERETO AND JUDGMENT THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ALL STATUTES OF LIMITATIONS, WHICH WOULD OTHERWISE BE APPLICABLE, SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THIS AGREEMENT UNLESS ALL THE PARTIES HERETO OTHERWISE EXPRESSLY AGREE IN WRITING. THE PARTIES HERETO ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE IN THAT THE FUNDS, WHICH MAY BE ADVANCED OR COMMITTED UNDER THIS AGREEMENT, ARE DERIVED FROM INTERSTATE FINANCIAL MARKETS. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS PURSUANT TO THE ARBITRATION CLAUSE IN THIS AGREEMENT. THE ARBITRATORS, OR A MAJORITY OF THEM, MAY AWARD ATTORNEY'S FEES AND COSTS IN THEIR DISCRETION. OTHERWISE, EACH PARTY SHALL BEAR ITS OWN EXPENSES IN CONNECTION WITH PREPARATION FOR THE PRESENTATION OF ITS CASE AT THE ARBITRATION PROCEEDINGS AND THE FEES AND EXPENSES OF THE ARBITRATORS AND ALL OTHER EXPENSES OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES TO SUCH ARBITRATION.

Firm ID 21668
 Customer 0396144 - ELLIS COUNTY PCT 3

Rental Agreement
 HOLT TEXAS, LTD. 3302 SOUTH W.W. WHITE RD. SAN ANTONIO, TX 78222

Figure 1.1

COVERAGE	EQUIPMENT MINIMUM LIMIT	CRANE MINIMUM LIMIT	ADDITIONAL INSURED	LOSS PAYEE	WAIVERS OF SUBROGATION
Equipment	Equipment Value, including all attachments	1) Equipment Value, including all attachments and 2) including Boom Collapse Coverage with No Overload Exclusion	N/A	Holt Texas, LTD.	N/A
General Liability	\$1,000,000/occurrence	\$3,000,000/occurrence	Holt Texas, LTD.	N/A	Holt Texas, LTD.
Auto Liability	\$1,000,000/occurrence	\$3,000,000/occurrence	Holt Texas, LTD.	N/A	Holt Texas, LTD.
Worker's Compensation and Employer's Liability	\$1,000,000 EL Limit	\$3,000,000 EL Limit	N/A	N/A	Holt Texas, LTD.
Include in Description	1. All Rented Equipment, including all attachments OR 2. Make, Model, Serial Number and Value of Equipment, including all attachments				
Certificate Holder	Holt Texas, LTD. 3302 South W.W. White Rd. San Antonio, TX 78222 Attn: Machine Division Sales Fax# 210-648-0079				

Resolution No. _____
Section 3 Policy
Community Development Block Grant (CDBG) Program

A resolution of the County of Ellis, Texas, to adopt a Section 3 Policy in accordance with 12 U.S.C. 1701u, (Section 3).

WHEREAS, the County's participation in the Community Development Block Grant (CDBG) Program requires that it strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and by contracting with Section 3 residents and businesses within its jurisdictional boundaries in accordance with an adopted Section 3 Policy.

THEREFORE, the Commissioners Court hereby resolves to adopt a Section 3 Policy attached hereto and incorporated herein and appoints the County Judge to coordinate the City's Section 3 Policy.

Passed and adopted by the Commissioners Court of Ellis County State of Texas, on the _____ day of _____, 2014.

County Judge

Attest:

Section 504 Grievance Procedure

The County of Ellis has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."

Complaints should be addressed to: **[Nic Houston, Public Management, Inc.]**, who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **[Nic Houston, Public Management, Inc.]**. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **[Nic Houston, Public Management, Inc.]**, and a copy forwarded to the complainant no later than ten (10) working days after its filing

The Section 504 coordinator shall maintain the files and records of the County of Ellis relating to the complaints files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the County of Ellis.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the County of Ellis complies with Section 504 and HUD regulations.

Passed and adopted by the Commissioners Court Meeting _____, State of Texas, on the _____ day of April, 2014.

County Judge Signature:

Attest:

ELLIS COUNTY

CITIZEN COMPLAINT PROCEDURES

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The following citizen complaint procedures, adopted by the County of Ellis, Texas, (hereinafter called "County") are intended to provide a timely written response to all complaints and grievances made against the City Community Development Block Grant (CDBG) Program efforts:

1. A person who has a comment or complaint about the services funded or to be funded by a CDBG Program administered by the County; may submit such comment or complaint in writing to the County Judge.
2. The County Judge shall, within five work days of receiving the comments or complaints, conduct an investigation and determine an appropriate response. The County Judge will advise the person who made said comments or complaints, in writing. If, for any reason this cannot be done, the County Judge will, within five working days of receiving the comment or complaint, advise the person making the comment or complaint, in writing, why the response cannot be provided within five working days of receiving the comment or complaint and when a response can be expected.
3. The County Judge shall notify the person who made the comment or complaint, in writing, of the final results of any investigation. Unless unusual circumstances interfere, all investigative action and reports documenting the findings should be accomplished prior to the 15th working day after the comment or complaint was originally received. Should this final response be delayed, the person making the comment or complaint, shall be advised in writing, to include the problems being encountered and a new date for final resolution of the comment or complaint.
4. A copy of the above outlined comment and/or complaint procedures can be obtained at the County Courthouse between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday (except holidays).

Passed and adopted by the Commissioners Court of Ellis County, State of Texas, on the _____ day of _____, 2014.

County Judge

Attest:

2.4



Vehicle/Equipment Information Sheet (VIS) RENE BATES AUCTIONEERS, INC.

4660 CR 1006
McKinney, Texas 75071
Phone 972-548-9636 • Fax 972-542-5495 • Email auktion@renebates.com

Date: 04/01/2014

Owner: Ellis County

Asset/Item/Unit or Vehicle Number: 702

Year: 2007-2008

Make: Ford

Model: Crown Victoria

VIN/Serial Number: 2FAFP71V28X146508

Mileage: 123104

Hours (if applicable): _____

Engine Size: 4.6

Gas: Diesel: Propane: Other: Type: _____

Make: _____

Horse Power - if it is a Diesel engine RBAI must know if it is 50 hp or above per TERP State Law Requirement: _____

Transmission: Automatic Manual Other: _____ Make: _____

Interior: Type of Seats Bucket 60-40 Bench
Floor Mats: Rubber Carpet

Vehicle Equipment:

	Yes	No		Yes	No
A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AM Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FM Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Brakes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cassette	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Power Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does it Run	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Locks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is it a Seized Vehicle	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Spotlight	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does it have a Title	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rear Window Defogger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is it a Salvage Title or	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trunk Release	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salvage/Rebuilt Title	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Does it have keys	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Repair Remarks: (work done recently - include dates) none

Known Defects: none

Other General Remarks or Descriptions: _____

Exterior Damage: Minor dents

** No min. **

Date Removed from Service: 3/15/14

Location: Ellis County Parking Garage

Contact Name/Email/Phone: _____

3.1

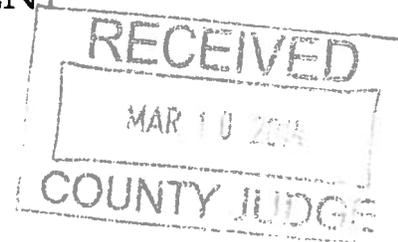


**ELLIS COUNTY
ENGINEERING DEPARTMENT**

**109 South Jackson Street
Waxahachie, Texas 75165**

Phone: 972-825-5112

Fax: 972-825-5044



Date: March 10, 2014

To: Judge Carol Bush

cc: Joe White

From: Maegan Moon

Subject: Broadhead Road at Grove Creek Termination Agreement

Attached is a Termination Agreement for the Off-System Bridge Project that had been proposed on Broadhead Road at Grove Creek. This project was to be included in the Federal-Aid Off-System Bridge Program, and an agreement was executed for it in 2002. A copy of the Agreement is attached. As TxDOT began working on the plans, it was determined that the sufficiency rating was too high to replace it, so its replacement could no longer be justified by TxDOT, and the decision was made to remove this bridge from the program. However, a Termination Agreement was never executed, and this has lately come to TxDOT's attention due to a recent audit by the FHWA.

Please execute two (2) copies of the attached Termination Agreement and send them to the address below. The TxDOT Area Office will forward the partially executed documents to the TxDOT Bridge Division in Austin, where they will be fully executed, and one (1) originally will be returned to your office.

Mr. Darwin Myers, P.E.
Ellis Area Engineer
TxDOT – Ellis County Area Office
124 FM 876
Waxahachie, Texas 75167

If this needs to be addressed in Commissioners' Court or if you have any questions, please let me know.

CSJ # 0918-22-079
District # 18-DAL
Code Chart 64 # 50071
Project: BR 2001(513)
NBI Structure # 18-071-0-AA03-98-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT AMENDMENT
For Bridge Replacement or Rehabilitation
Off the State System**

AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and **Ellis County**, acting by and through its duly authorized officials, called the "Local Government."

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an agreement on October 29, 2002; and, to effectuate their agreement to replace bridge and reconstruction of approaches at Broadhead Road (CR 398) at Grove Creek; and,

WHEREAS, the State has proceeded to cancel the project therefore nullifying this contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

In accordance with Article 2 of the original Advance Funding Agreement, the original contract will terminate effective when signed by the last party of whose signing makes this amendment fully executed.

2. All other provisions of the original contract are unchanged and remain in full force and effect.

3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0918-22-079
District # 18-DAL
Code Chart 64 # 50071
Project: BR 2001(513)
NBI Structure # 18-071-0-AA03-98-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date

County: Ellis
CSJ: 0918-22-079
Road/Street/Highway: Broadhead Road (CR 398)
Feature Crossed: Grove Creek
15 Digit NBI Structure No.: 180710AA0398002
Local Designation No.: AA0398-002

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Ellis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at Broadhead Road (CR 398) at Grove Creek and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 108310, dated September 2000; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.
5. **Scope of Work**
The scope of work for this LPAFA is the replacement or rehabilitation of the bridge(s) identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this LPAFA and which are incorporated herein by reference.
6. **Right of Way and Real Property**
The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.
7. **Adjustment of Utilities**
The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.
8. **Environmental Assessment and Mitigation**
Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
 - a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
 - b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs."
 - c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
10. Architectural and Engineering Services will be Provided by the State
The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.
11. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
12. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
13. Local Project Sources and Uses of Funds
 - a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs."
 - b. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
 - c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
 - d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
 - e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
 - f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local

Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
 - h. The State will not pay interest on any funds provided by the Local Government.
 - i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
 - j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
 - k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent as authorized by Texas Transportation Commission Minute Order Number N/A, dated N/A.
 - l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)
- a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
 - b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
 - c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
 - d. Responsibilities of the Local Government on EMP(s).

- (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.
 - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
 - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: Texas Department of Transportation
District Engineer
Dallas District Office
4777 East Highway 80
Mesquite, Texas 75150-6643

Local Government: Ellis County
Attention: County Clerk
P.O. Box 250
Waxahachie, Texas 75168

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. Lobbying Certification. The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

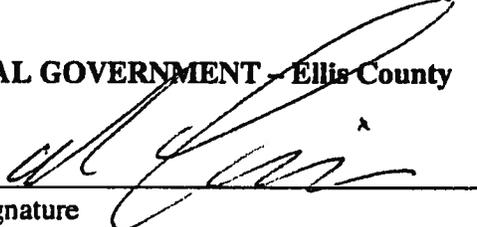
17. Incorporation. The Master Agreement is incorporated into this agreement as if fully set forth herein.

18. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT - Ellis County

By: 
Signature

Al Cornelius
Printed Name of Signatory

County Judge
Printed Title of Signatory

Date: SEP 20 2002

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: 
for Mary Lou Ralls, P.E.
Director, Bridge Division

Date: 12-29-02

ATTACHMENT A

RESOLUTION

The State of Texas

County of Ellis

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Ellis County, herein referred to as the Local Government owns a bridge located at Broadhead Rd. at Grove Creek, National Bridge Inventory (NBI) Structure Number AA0398-002, Local Designation Number CSJ: 0918-22-079 ; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order 108310 dated 1-12-01, Control Section-Job (CSJ) Number 0918-22-079; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$35,090 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

<u>LOCATION</u>	<u>ON SCHOOL BUS ROUTE?</u>	<u>DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK</u>	<u>ESTIMATED COST</u>
AA0380-001 Oak Grove Rd. at Cummins Creek	Yes	Widen and Strengthen	\$15,148.00
AA0482-003 (CR482) Telico Rd. at Village Creek	Yes	Replace & Widen	\$33,423.00
AA0537-001 Crisp Rd. at Village Creek	Yes	Replace & Widen	\$45,765.00
AA0402-001 Pigg Rd. (Old Reagor Springs Rd. at Waxahachie Creek)	Yes	Replace & Widen	\$52,664.00
AA0884-001 (Old Waxahachie Rd.) Ennis Pkwy at Bardwell Lake	Yes	Take out Bridge, replace w/Culverts	\$15,000.00

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55 (d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.

2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation – waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

SIGNED THIS 28 day of May, 2002.

PRESIDING OFFICER:

Al Cornelius
Al Cornelius, Ellis County Judge

Hallie Robinson
Hallie Robinson, Commissioner, Pct. 1

Jackie Miller, Sr.
Jackie Miller, Sr., Commissioner, Pct. 3

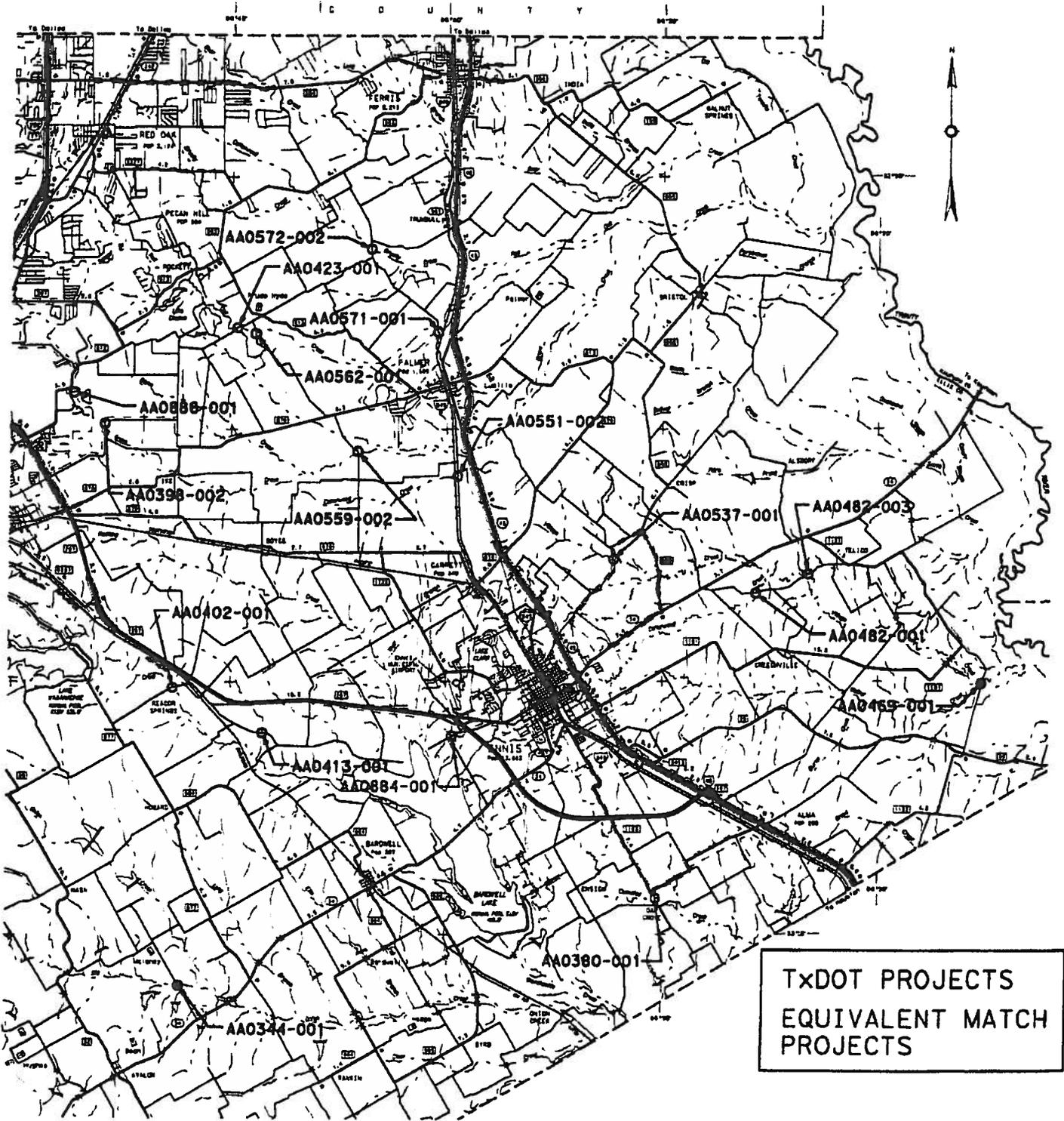
Jerry Holland
Jerry Holland, Commissioner, Pct. 2

Ron Brown
Ron Brown, Commissioner, Pct. 4

Witness my hand and official seal this
28 day of May, 2002.

Cindy Polley
Cindy Polley, County Clerk

**ATTACHMENT B
PROJECT LOCATION MAP**



TxDOT PROJECTS
EQUIVALENT MATCH
PROJECTS

County: Ellis
 CSJ: 0918-22-079
 Road/Street/Highway: Broadhead Road (CR 398)
 Feature Crossed: Grove Creek
 15 Digit NBI Structure No.: 180710AA0398002
 Local Designation No.: AA0398-002

ATTACHMENT C (See Note)**
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Farrar Road: Red Oak Creek NBI: 180710AA0423001 (CSJ: 0918-22-919) NBI: 180710AA0551002 CR 551: Grove Creek (CSJ: n/a)	Yes Yes	No No	Remove wooden bridges and Replace with concrete and steel bridges. NPR	\$94,730.00
Oak Grove Road: Cummins Creek NBI: 180710AA0380001 CSJ: 0918-22-926	Yes	No	Widen timber structure from 16ft to 24ft and add beam	\$15,148.00
CR 482 (Telico Road): Village Creek Relief NBI: 180710AA0482003 CSJ: 0918-22-925)	Yes	No	Remove wooden bridge and replace with concrete and steel bridge.	\$33,423.00
Crisp Road at Village Creek NBI: 180710AA0537-001 CSJ: 0918-22-915	Yes	No	Remove wooden bridge and replace with concrete and steel bridge.	\$45,765.00
Pigg Road (Old Reagor at Spring Road at Waxahachie Creek NBI: 180710AA0402001 CSJ: 0918-22-918	Yes	No	Remove wooden bridge and replace with concrete and steel bridge.	\$52,664.000
Old Waxahachie Road/Ennis Parkway at Bardwell Lake NBI: 180710AA0884001 CSJ: 0918-22-921	Yes	No	Remove timber structure and replace with metal pipes	\$15,000.00
Total				\$256,730.00
EMP work credited to this PWP (See Note *)				\$35,000.00
Balance of EMP work credited to associated PWP(s)				\$221,640.00
Associated PWP(s) Control-Section-Job (CSJ)		Amount to be Credited to Associated PWP (s)		
CSJ: 0918-22-070 NBI: 180710AA0562001		\$19,820.00		
CSJ: 0918-22-071 NBI: 180710AA0886001		\$42,590.00		
CSJ: 0918-22-072 NBI: 180710AA0572002		\$29,650.00		
CSJ: 0918-22-073 NBI: 180710AA0482001		\$14,280.00		
CSJ: 0918-22-074 NBI: 180710AA0344001		\$17,180.00		
CSJ: 0918-22-075 NBI: 180710AA0559002		\$23,960.00		
CSJ: 0918-22-076 NBI: 180710AA0571001		\$21,300.00		
CSJ: 0918-22-077 NBI: 180710AA0469001		\$30,250.00		
CSJ: 0918-22-078 NBI: 180710AA0413001		\$17,300.00		

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note **: This attachment not applicable for non-Participation-Waived Projects (PWP)

County: Ellis
 CSJ: 0918-22-079
 Road/Street/Highway: Broadhead Road (CR 398)
 Feature Crossed: Grove Creek
 15 Digit NBI Structure No.: 180710AA0398002
 Local Designation No.: AA0398-002

**ATTACHMENT D
 ESTIMATE OF DIRECT COSTS**

		<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	<u>\$29,000.00</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3) <u>\$2,900.00</u>
Construction		<u>\$290,000.00</u>	
Engineering and Contingency (E&C)		<u>\$31,900.00</u>	
The Sum of Construction and E&C	(2)	<u>\$321,900.00</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4) <u>\$32,190.00</u>
Amount of Advance Funds Paid by Local Government *			(5) <u>(\$0)</u>
Amount of Advance Funds to be Paid by Local Government *			(6) <u>(\$0)</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6) <u>\$35,090.00</u>
Total Project Direct Cost	(1+2)	<u>\$350,900.00</u>	

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.	\$40,400 <u>\$35,090.00</u>	<i>10-29-02</i> <i>hsh</i>
---	---	-------------------------------

* Credited Against Local Government Participation Amount

RESOLUTION NO. _____

THE STATE OF TEXAS §

COUNTY OF ELLIS §

WHEREAS, Public law 106-472 (“The Small Watershed Rehabilitation Amendments”) authorized the Natural Resources Conservation Service (NRCS) to assist watershed project sponsors with the rehabilitation of aging flood control dams; and

WHEREAS, Ellis County is the public sponsor for 86 (eighty-six) flood control dams, of which at least 25 (twenty-five) are classified as “high hazard” by the Texas Commission on Environmental Quality (TCEQ), and 57 (fifty-seven) are at least 50 (fifty) years old; and

WHEREAS, funding may be obtained from the Federal Government by the completion of the Application for Federal Assistance form SF-424; and

WHEREAS, the funding for such projects is divided between the Federal Government and local sponsors as such: 65% (sixty-five percent) Federal and 35% (thirty-five percent) local, however, be it known that additional funding may be obtained from the State of Texas to assist with the local portion of the funding: 95% (ninety-five percent) of the 35%; and

WHEREAS, Ellis County is in no way obligated to accept funding for projects from the Federal Government if local funds from the State of Texas become unavailable; and

WHEREAS, upon full review and consideration of the program, and all matters related thereto, the Ellis County Commissioners’ Court is of the opinion and finds that the County should apply for funding for the rehabilitation of multiple flood control dams within Ellis County and authorizes the County Judge to execute the application on behalf of Ellis County, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE ELLIS COUNTY COMMISSIONERS’ COURT:

SECTION 1.

The County Judge is authorized to execute on behalf of Ellis County the final application to be sent to the Texas State Soil and Water Conservation Board for the rehabilitation of multiple flood control dams within Ellis County.

SECTION 2.

That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED IN OPEN COURT on this, the 14th day of April, 2014.

Carol Bush
Ellis County Judge

Dennis Robinson
Ellis County Commissioner, Pct. 1

Bill Dodson
Ellis County Commissioner, Pct. 2

Paul Perry
Ellis County Commissioner, Pct. 3

Ron Brown
Ellis County Commissioner, Pct. 4

Attest:

Cindy Polley
Ellis County Clerk

Bid Schedule
Bardwell Lake Law Enforcement Contract

Period of Performance (23 May 2014 thru 1 September 2014)

Description	Hours	U/M	Hr/Rate	Total
Total Labor Cost Per man Hour	280	ea	<u>\$ 52.73</u>	<u>\$ 14,764.40</u>
Labor Cost Per Vehicle Hour	280	ea	<u>\$8.10</u>	<u>\$ 2,268.00</u>
		Total Contract		<u>\$ 17,032.40</u>

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 51

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between the County of ELLIS (the "County" herein) and the City of Milford (the "Entity" herein), political subdivisions of Ellis County.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County, for purposes of performing functions of law enforcement through its Sheriff's department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

WHEREAS, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the County through its Sheriff's department;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the County to assist the Entity in the investigation of crime;

WHEREAS, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

WHEREAS, the County, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

WHEREAS, the County desires to allow the Entity to access TLETS through the County's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the County.

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

I.

Terms and Conditions

1. The County agrees to allow the Entity to access the County's authorized TLETS connection for criminal justice purposes.
2. The Entity agrees to bear any costs associated with the Entity gaining access to and using the County's TLETS connection.
3. The Entity agrees that the Entity's use of the County's TLETS connection and information obtained there from shall at all times comply with all applicable local, state, and federal regulations.
4. The Entity is responsible for meeting all the requirements of the CJIS Security Policy and NCIC Operating Manual at all times regarding training, network security, physical security, and any other requirements specified in the policies and by the CJIS System Agency (CSA) for these devices.
5. The Entity understands that they will be audited by the CSA regarding their usage of these internet based devices at any time at the discretion of the CSA.
6. The Entity understands that they are responsible for ensuring that all system users are identified by a unique user ID and compliant password. All computers connected to the CSA's systems shall be protected by a firewall and ensure that the operating system is kept current regarding security updates. Antivirus software must be used at all times and be updated frequently. If the computing device may be used outside of a secure location, the Entity must ensure that advanced authentication as defined by the CJIS Security Policy is employed. The CJIS Security Policy currently defines a secure location as a criminal justice facility or a police vehicle.
7. The Entity understands that failure to comply with any current or future requirements of the CJIS Security Policy, the NCIC Operating Manual, or any policies required by the CSA will be cause for immediate termination of Entity's service at the County. Service will remain terminated until such time as the Entity can demonstrate their ability to remain fully compliant. This determination shall be at the sole discretion of the CSA.

II.

Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Ellis County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the County and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

8. The effective date of this Agreement shall be the date stated below.

Carol Bush
Ellis County Judge

Date

ATTEST: _____, Cindy Polley, Ellis County Clerk

Printed Name

Date

Title

Signature

ATTEST:

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective this _____ day of _____, 2014, by and between the County of ELLIS (the "County" herein) and the City of Maypearl (the "Entity" herein), political subdivisions of Ellis County.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County, for purposes of performing functions of law enforcement through its Sheriff's department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

WHEREAS, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the County through its Sheriff's department;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the County to assist the Entity in the investigation of crime;

WHEREAS, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

WHEREAS, the County, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

WHEREAS, the County desires to allow the Entity to access TLETS through the County's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the County.

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

I.

Terms and Conditions

1. The County agrees to allow the Entity to access the County's authorized TLETS connection for criminal justice purposes.
2. The Entity agrees to bear any costs associated with the Entity gaining access to and using the County's TLETS connection.
3. The Entity agrees that the Entity's use of the County's TLETS connection and information obtained there from shall at all times comply with all applicable local, state, and federal regulations.
4. The Entity is responsible for meeting all the requirements of the CJIS Security Policy and NCIC Operating Manual at all times regarding training, network security, physical security, and any other requirements specified in the policies and by the CJIS System Agency (CSA) for these devices.
5. The Entity understands that they will be audited by the CSA regarding their usage of these internet based devices at any time at the discretion of the CSA.
6. The Entity understands that they are responsible for ensuring that all system users are identified by a unique user ID and compliant password. All computers connected to the CSA's systems shall be protected by a firewall and ensure that the operating system is kept current regarding security updates. Antivirus software must be used at all times and be updated frequently. If the computing device may be used outside of a secure location, the Entity must ensure that advanced authentication as defined by the CJIS Security Policy is employed. The CJIS Security Policy currently defines a secure location as a criminal justice facility or a police vehicle.
7. The Entity understands that failure to comply with any current or future requirements of the CJIS Security Policy, the NCIC Operating Manual, or any policies required by the CSA will be cause for immediate termination of Entity's service at the County. Service will remain terminated until such time as the Entity can demonstrate their ability to remain fully compliant. This determination shall be at the sole discretion of the CSA.

II.

Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.
5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Ellis County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the County and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

8. The effective date of this Agreement shall be the date stated below.

Carol Bush
Ellis County Judge

Date

ATTEST: _____, Cindy Polley, Ellis County Clerk

Printed Name

Date

Title

Signature

ATTEST:

ELLIS COUNTY COMMISSIONERS COURT

ORDER NO. _____

RESOLUTION SETTING TERMS OF COURT

On this the 14th day of April, 2014, the County Commissioners Court of Ellis County, Texas, convened in a regular meeting of said Court, at Commissioners Courtroom, 101 West Main Street (2nd Floor), Waxahachie, Texas, with the following members present, to-wit:

County Judge	Carol Bush
Commissioner Precinct #1	Dennis Robinson
Commissioner Precinct #2	Bill Dodson
Commissioner Precinct #3	Paul Perry
Commissioner Precinct #4	Ron Brown

and among other proceedings, on motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, the following Resolution was passed:

WHEREAS: Texas Government Code §25.0722(b) created the terms of court for statutory county courts at law of Ellis County, Texas. Those terms were beginning on the first Mondays of March, June, September, and December.

WHEREAS: In 2011, H.B. 79, effective January 1, 2012, repealed 25.0722(b) and enacted §25.0016 stating that the commissions court, by order, shall set at least two terms per year for the statutory county courts.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, that:

Section 1: FINDINGS

The Commissioners Court of Ellis County, Texas, finds that under the authority of §25.0016 of the Texas Government Code, the Commissioners Court of Ellis County hereby sets the terms of court for statutory county courts of Ellis County beginning the first Mondays in January and July of each year. These terms of court match the terms of court set for district courts in §24.012(a) of the Texas Government Code.

Except as otherwise provided, the terms of each statutory county court are continuous. Each term begins on a day fixed by order and continues until the day fixed by order for the beginning of the next succeeding term.

The commencement of a term of court is not affected by the fact that the first day of the term falls on a legal holiday or the judge is absent from the county on the first day of the term.

Section 2: DATE AND RATIFICATION OF ANY PRIOR ACTIONS

This Order shall take effect immediately.

Section 3: DURATION

~~This Order shall remain in effect until the Court has voted to rescind this Order.~~

Section 4: SEVERABILITY

The terms, provisions, and conditions of this order are severable.

Approved By:

Ellis County Commissioners Court on April 14, 2014.

Commissioner Dennis Robinson
Precinct #1

Commissioner Bill Dodson
Precinct #2

Commissioner Paul Perry
Precinct #3

Commissioner Ron Brown
Precinct #4

Attest:

Cindy Polley, County Clerk

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GLENN HEIGHTS**

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.\
- B) The City of Glenn Heights (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from May 1, 2014 to May 1, 2015.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

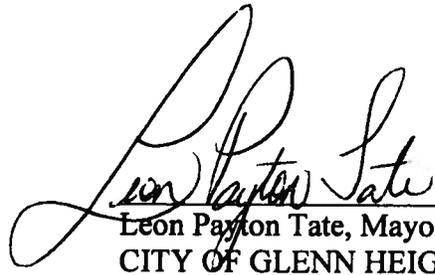
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2014.

Carol Bush, County Judge
ELLIS COUNTY, TEXAS

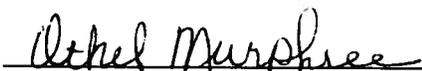
Attest:

Ellis County Clerk



Leon Paxton Tate, Mayor
CITY OF GLENN HEIGHTS

Attest:



Othel Murphree, City Secretary