

F2

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

RECEIVED

MAY 08 2014
ELLIS COUNTY
AUDITOR

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 | \$ 178.89 |
| ✓ 001-0520-50802 | Equipment | 450.00 |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|---------------|-----------|
| ← 001-0520-50703 | Telephone | \$ 178.89 |
| ← 001-0520-50703 | Telephone | \$ 450.00 |
| | | |
| | | |
| | | |

Signature of Department Head

5/8/14

Date Signed

Sp2

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:

Allen 5/8/14

Needs court approval

F-3 ✓

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 |
|----------------------------|----------------|-------------|
| ✓ 001-0530-50502-00000-000 | Clerk's Salary | \$ 900.00 |
| ✓ 001-0530-50505-00000-000 | Longevity | \$ 1,500.00 |
| ✓ 001-0530-50602-00000-000 | Staff Travel | \$ 1,028.00 |
| ✓ 001-0530-50805-00000-000 | Conference | \$ 1,500.00 |
| ✓ 001-0530-50802-00000-000 | Equipment | \$ 283.00 |
| ✓ 001-0530-50812-00000-000 | Radio | \$ 200.00 |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------|-------------|
| ✓ 001-0530-50601-00000-000 | Travel Reimb | \$ 1,602.00 |
| ✓ 001-0530-50703-00000-000 | Telephone | \$ 600.00 |
| ✓ 001-0530-50801-00000-000 | Supplies | \$ 1,761.00 |
| ✓ 001-0530-50874-00000-000 | Docket Books | \$ 1,448.00 |

Curtis L. Polk
Signature of Department Head

5-8-2014
Date Signed

JP3
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:

Dillon 5/12/14
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 |
|----------------------------|--------------------------|-----------|
| ✓ 012-0755-40008-00000-000 | FM4/INTERLOCAL AGREEMENT | 70,000.00 |
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TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------|-----------|
| ✓ 012-0755-50915-00000-000 | FM4/ASPHALT | 70,000.00 |
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| | | |

Tom Brown 5/12/14 5-May-14
 Signature of Department Head Date Signed

Road & Bridge Pct. 4
 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:

Hollen 5/12/14

Needs court approval

RECEIVED

ELLIS COUNTY BUDGET
2013-2014 LINE ITEM ADJUSTMENT

ELLIS COUNTY
AUDITOR
5/13/2014

2013-2014 LINE ITEM ADJUSTMENT

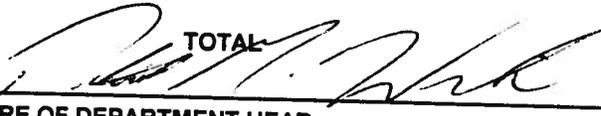
I am requesting that the Ellis County Commissioners Court make necessary line item Adjustments to my 2013-2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|--|--------------------|
| 031-0931-30301-00000-000 | DA DRUG FORFEITURE - CURRENT FUND BALANCE | \$ 55,000.00 |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | \$55,000.00 |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|----------------------------------|---------------------|
| 031-0931-50819-00000-000 | DA DRUG FORFEITURE - COMPUTER | \$55,000.00 |
| | | |
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| | | |
| TOTAL | | \$ 55,000.00 |


 SIGNATURE OF DEPARTMENT HEAD

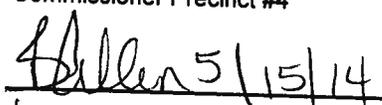
COUNTY & DISTRICT ATTORNEY
 DEPARTMENT

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 Co. Auditor's office:


 Needs court approval

FG

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 |
|--------------------------|---------------|---------------|
| 001-0400-50801-00000-000 | Supplies | \$ (1,438.26) |
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TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|-------------|
| 001-0400-50819-00000-000 | Computer | \$ 1,438.26 |
| | | |
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| | | |
| | | |

Chris Chubb 5/16/2014 Treasurer
 Signature of Department Head 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: Allen 5/16/14

Needs court approval

1.1

4/28/14

Ladies and Gentlemen of the Commissioner Court:

We are requesting a variance on the 150' of road frontage required per lot in Ellis County.

It is requested a parcel of land approximately 3.54 acres be surveyed out of the original 10.19 acres owned by Kenneth Jahnke and Deborah Gross who reside at 634 Bearden Waxahachie TX.

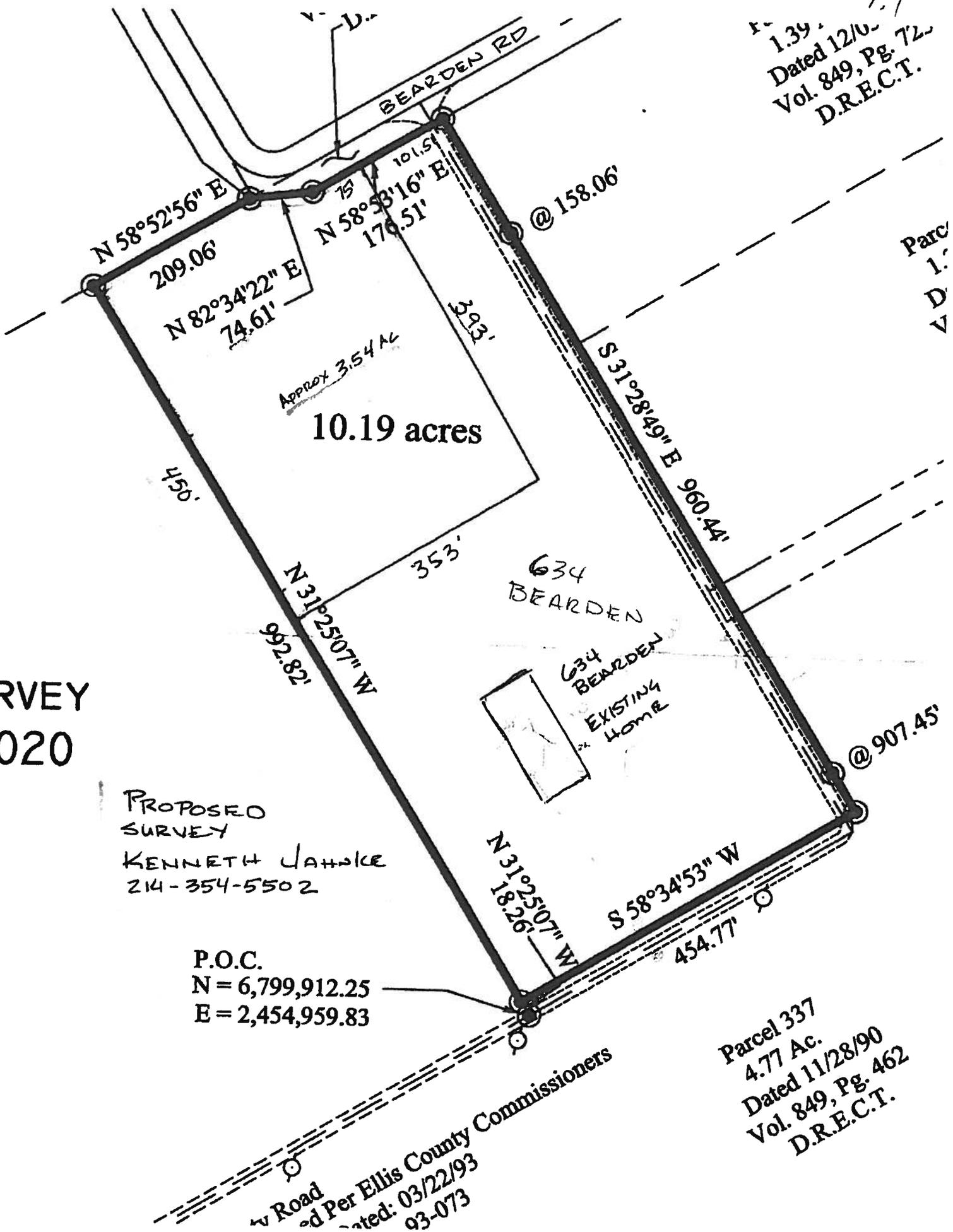
In order to do this I would like to request the road frontage be reduced to 101.5' for the lot at 634 Bearden Rd. Waxahachie, TX 75167 which would allow for the new lot to have a road frontage of 150.61' as shown by accompanying drawing of survey plat.

Please call with any question: ~~XXXXXXXXXX~~



Kenneth Jahnke

1.39
Dated 12/0...
Vol. 849, Pg. 72
D.R.E.C.T.



RVEY
020

PROPOSED
SURVEY
KENNETH JAHNKE
214-354-5502

P.O.C.
N = 6,799,912.25
E = 2,454,959.83

... Road
... ed Per Ellis County Commissioners
... dated: 03/22/93
... 93-073

Parcel 337
4.77 Ac.
Dated 11/28/90
Vol. 849, Pg. 462
D.R.E.C.T.

Parcel
1.7
D
V

05/13/2014

To Whom It May Concern,

In regards to the road frontage amount for 209 Lakeway Drive, I Alicia Burkes and Billy Burkes, are getting a replat done on the property and there fore we are asking for a Variance due to the fact the property at 209 Lakeway only has 100 feet of road frontage and needs 150 or more feet of road.

In regards to the road frontage amount for 213 Lakeway Drive, I Randy Vibbert am requesting a variance for 213 Lakeway Drive due to the fact that there is only 113 feet of road frontage and 150 feet or 150 Feet or more is needed.

Please accept this letter in regards to the above referenced properties so that we can be able to get a variance regarding the road frontage of both properties. Please contact us with any questions.

Thank you

209 Lakeway Drive Owners

Alicia Burkes
[Redacted]

Billy Burkes
[Redacted]

213 Lakeway Drive Owners

Randy Vibbert
[Redacted]

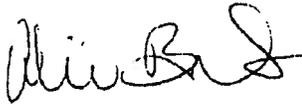


05/13/2014

To Whom It May Concern,

In regards to the replat for 209 Lakeway Drive we are asking for a variance regarding the fire hydrant. The city water line running in front of the property is only 2" and there is not a fire hydrant located in the vicinity of the property so we will need a variance. If you have any questions please contact us anytime a' [REDACTED]

Alicia Burkes



5-13-14

Billy Burkes



5-13-14



May 15, 2014

Ellis County Department of Development
Waxahachie, Texas 75165

Re: Property located @ 209 Lakeway Drive

To Whom It May Concern:

The property in question on 209 Lakeway Drive has a 2 inch line in the front of the property.

If additional information is needed, please call.

Sincerely,

A handwritten signature in black ink, appearing to be "Bart Harrison", with a date "5/15/14" written below it.

Bart Harrison
Operations Manager

From: [REDACTED]
To: [REDACTED]
Sent: Friday, May 16, 2014 11:46 AM
Subject: FW: FM 1446 and Oak Vista - Proposed 5 lots
Thanks Rick, have a good weekend.

-----Original Message

From: [REDACTED]
Sent: Monday, May 12, 2014 5:35 PM
To: [REDACTED]
Subject: FM 1446 and Oak Vista - Proposed 5 lots

Lisa,
Following up from our recent conversation, please note the following:

Variance Request

Regarding 5 proposed lots located at FM 1446 and Oak Vista ((PLM2014-07) and following the recommendation of Ellis County, we will move the easement reflected on the preliminary plat so that it divides lots 4 and 5. This change will increase the distance from FM 1446 nearer to the 1000 foot requirement. Upon your approval we will provide a final plat.

I will provide a copy of the property deed as well as a signed copy of the preliminary plat.

Thank you for your consideration.



Jim Stearns
[REDACTED]

Sent from my iPad

5/16/2014

LC=N 84°48'44" E, 299.34'

F.M. 1446

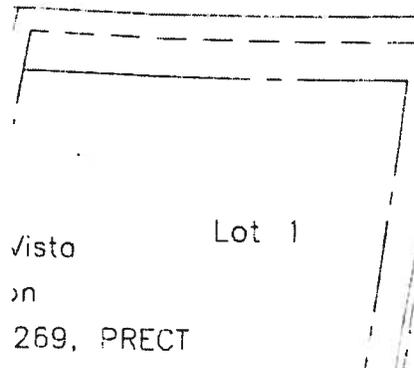
Asphalt

P.O.B.

Set 1/2" S.R.

Set 1/2" S.R.

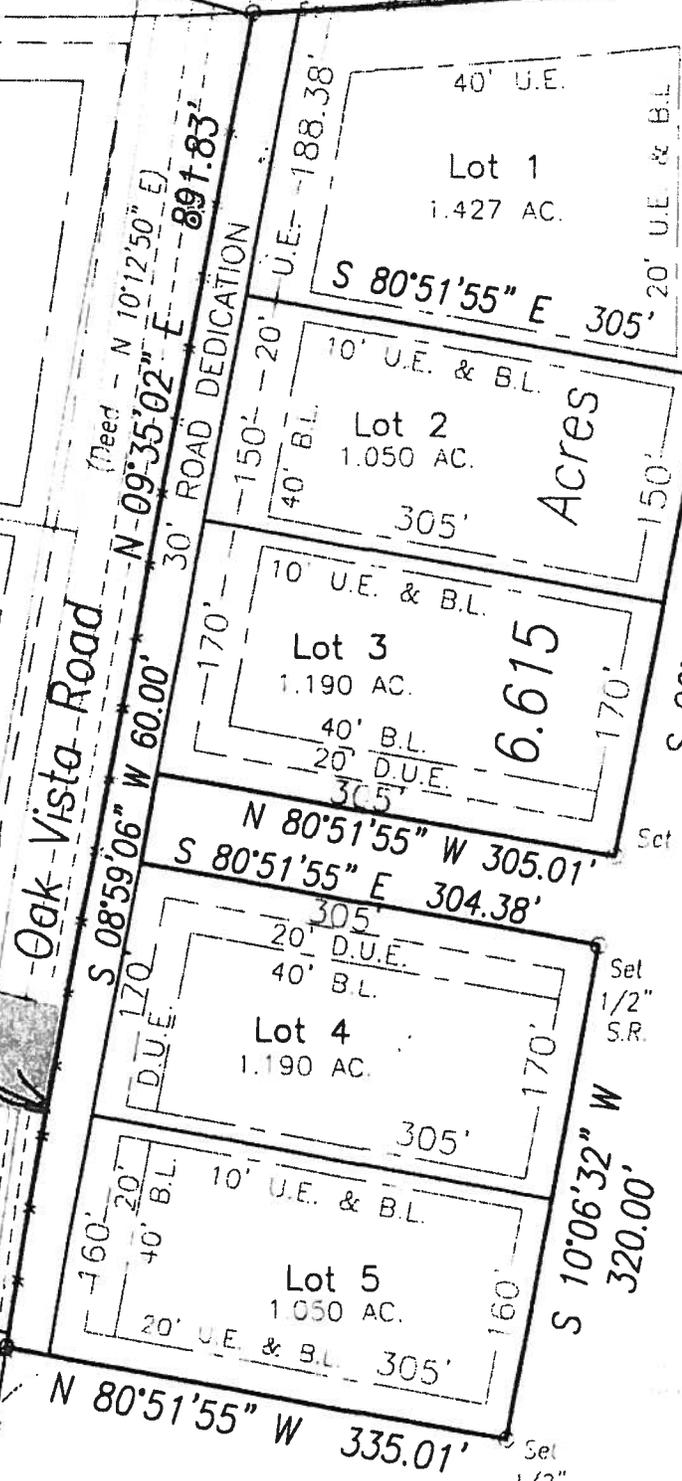
Electric



Vista on 269. PRECT

Lot 1

Lot 2



(Deed - N 10°12'50" E) N-09°35'02" E 891.83'

Oak Vista Road

S 08°59'06" W 60.00'

N 80°51'55" W 305.01' S 80°51'55" E 304.38'

6.615 Acres

S 00°31'30" E 259.53'

S 09°35'02" W 320.00'

S 10°06'32" W 320.00'

N 80°51'55" W 335.01'

40' U.E.

Lot 1 1.427 AC.

10' U.E. & B.L.

Lot 2 1.050 AC.

10' U.E. & B.L.

Lot 3 1.190 AC.

40' B.L. 20' D.U.E.

Lot 4 1.190 AC.

10' U.E. & B.L.

Lot 5 1.050 AC.

20' U.E. & B.L. 305'

Tract 1 215.226 Ac Vol. 2256, Pg. OPRECT

731.83

1.000 Ac. 1391/1041 OPRECT

1.149 Ac. 1447/792 OPRECT

NOTE: Property is subject to a Easement - Buena Vista waterline asmt 580/704 OPRECT

2.1
Invoice

East Texas Truck Systems
2283 Montgomery Gardens
Tyler, TX 75708
903-531-9700

| | |
|----------|-----------|
| Date | Invoice # |
| 5/9/2014 | 1389 |

| |
|--|
| Bill To |
| County of Ellis Pct 4 1011 East Gate Midlothian, TX 76065 |

| |
|----------------|
| Ship To |
| [REDACTED] |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-------|-----|----------|-----|--------|---------|
| | | DCR | 5/9/2014 | | | |

| Quantity | Item Code | Description | Price Each | Amount |
|----------|-----------------------|--|------------|------------|
| 1 | 2350 Gallon Water ... | 2350 Gallon Water Truck Baffled Rear ladder Top load ducknest Rear hydrant fill tube DOT lighting installed on tank Tank is spring mounted to truck chassis Rear sight level tube Tank exterior: sandblasted, primed, painted with Sherwin-Williams urethane gloss white paint Tank interior: epoxy lined Plumbing: 650 gpm pump Front spray bar with two sprayers Rear spray bar with tow sprayers Side sprayer Control tower installed inside cab to individually activate each sprayer 3" side discharge with ballvalve and camlock fitting Bypass valve at left side of tank Bumper: Push style bumper PTO: Muncie brand Tubular shaft from pump to PTO THE TANK AND PLUMBING SYSTEM IS NEW AND UNUSED, ONLY THE CHASSIS IS USED Chassis: 1997 International 8100 DT530 engine Manual transmission: Spicer 7-spd Air conditioning Air ride driver seat Miles: 167K | 24,950.00 | 24,950.00T |

Thank you for the opportunity to quote this project to you

| |
|--------------|
| Total |
|--------------|

East Texas Truck Systems
 2283 Montgomery Gardens
 Tyler, TX 75708
 903-531-9700

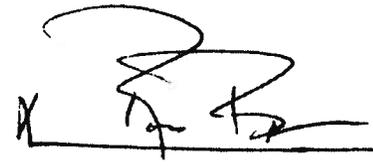
Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 5/9/2014 | 1389 |

| |
|--|
| Bill To |
| County of Ellis Pct 4 1011 East Gate Midlothian, TX 76065 |

| |
|--|
| Ship To |
|  |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-------|-----|----------|-----|--------|---------|
| | | DCR | 5/9/2014 | | | |

| Quantity | Item Code | Description | Price Each | Amount |
|----------|-----------|---|------------|--------|
| | | Vin # 1HSHBAAN7VH438088 <i>012-0755-50802</i> <i>FM4/Purchase of Equipment</i>  | | |

| | |
|--|----------------------------|
| Thank you for the opportunity to quote this project to you | Total ✓ \$24,950.00 |
|--|----------------------------|

307

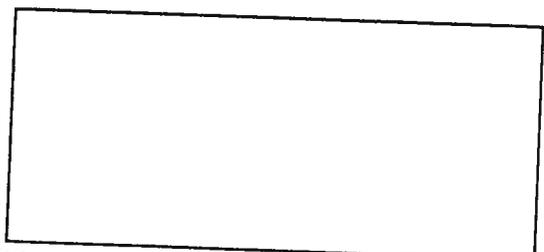


Robin Gotch
Technical Sales Specialist
817-349-6770 Direct Line
715-252-6398 Cell
817-330-0396 Fax
robing@ecsintl.com

Date: 05/09/2014 FE7k25116

Quote: RG-050914-1

Ellis County Sheriff's Department
Bobby Compton
300 S. Jackson Street
Waxahachie, TX 75165
972-825-4943



| Qty | Part # | Description | Unit Price | Line Total |
|-----|------------------|---|------------|------------|
| 1 | UPP-1-11000-1-Z1 | One Year onsite contract with annual PM Visit on FE7kVA UPS System | \$1,785.00 | \$1,785.00 |
| 1 | UPP-BAT-008-1-Z1 | One Year onsite contract with annual PM Visit on External Batteries | \$225.00 | \$225.00 |

Sales tax may apply - if you are exempt, please provide certificate.

- Contract to expire 6/17/14

Total \$2,010.00

- The content of this quote is based upon information provided by the customer. It is the customer's responsibility to verify the accuracy of the information.
- Freight is FOB shipping point and damages are the receiving parties' responsibility. Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Communications and collections on freight damage are between the receiver and Freight Company.
- To accept this quotation, sign here and return to the following address via mail, fax or email.

Signed: _____

We accept VISA, MasterCard, Check or PO (with pre-established Credit)
Terms; Net 30 Days - Energy Control Systems Standard Terms & Conditions Apply
Quote valid for 30 days from date above.

Please remit to: Energy Control Systems Inc. P.O. Box 330607, Ft. Worth, TX 76163

TERMS AND CONDITIONS

I. GENERAL TERMS

The sale of services or goods under this Agreement by ECS International Inc. (ECS) is conditioned upon Customer's acceptance of these terms and conditions. Any different terms and conditions, which may be proposed by Customer, are objected to and are not binding upon ECS. ECS shall deliver equipment according to the corresponding invoice and quotation. At time of delivery to Customer site, Customer must inspect for any apparent damage to packaging and confirm any possible damage. Should any damage be discovered, Customer must make claim with shipper. Further, Customer has Ten (10) days within which time they shall inventory the shipment and notify ECS of any discrepancy between Invoice/Packing list and Goods received. After such time responsibility for any items remain solely with the customer. Customer shall retain all original packing materials and shipping labels for assistance and verification with shipping provider.

II. EQUIPMENT

ECS shall provide Preventive Maintenance ("PM") and Remedial Maintenance ("RM"), as defined in Sections III and IV below, in accordance with the Service Plan selected by Customer, on the Equipment and at the locations listed on Schedule A (the "Covered Locations").

III. PREVENTIVE MAINTENANCE

Preventive Maintenance means the routine service required to maintain the Equipment in proper operating condition in accordance with factory specifications under normal use and service. ECS shall schedule a field engineer to perform PM's on a date mutually convenient to Customer and ECS. PM's shall be performed during ECS's normal working hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, unless otherwise specified.

IV. REMEDIAL MAINTENANCE

Remedial Maintenance means the service required to return Equipment to operating condition in accordance with factory specifications under normal use and service, where the Equipment has failed to so operate because of a manufacturing defect in materials or workmanship. ECS will provide RM in accordance with the Service Plan selected by Customer, following receipt of verbal or written notification from Customer of Equipment failure.

V. FIELD ENHANCEMENTS

At Customer's request, ECS will provide Equipment enhanced field modifications. Equipment enhanced field modifications are defined as material and labor used to provide an additional feature or capability of the UPS System. These services will be billed separately on a parts and labor basis.

VI. BATTERY MAINTENANCE

ECS's sole responsibility for maintenance of batteries used and operated in conjunction with the Equipment is limited to cleaning batteries, assuring the integrity of connectors and proper battery voltage levels. Customer shall be solely responsible for the cost of battery cell(s) and accessory parts replacement, if required.

VII. PARTS REPLACEMENT

Except as provided in Section XII, ECS shall replace all parts in accordance with the Service Plan selected by Customer.

VIII. INVOICING AND PAYMENT

Customer shall pay the annual charges for the Service Plan selected in advance, including applicable sales/use taxes. Charges shall be payable net thirty (30) days from date of invoice. Service and repairs not covered under the Service Plan will be billed on a labor and parts basis and are payable net thirty (30) days from date of invoice. ECS shall provide Customer with 60 days notice of any increase in the annual service charges for renewal of this Agreement. Any past due amount shall be subject to interest at the lower of 1.5% per month or the highest rate permitted by law, and Customer shall be responsible for all costs and expenses incurred by ECS, including attorneys' fees and costs, in collecting past due invoices or other payments.

IX. LIMITED WARRANTY

1. ECS warrants that the services provided under this Agreement shall be performed in a competent manner. ECS further warrants that any parts furnished by ECS in connection with this Agreement shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.

2. ECS's sole and exclusive liability, and Customer's sole and exclusive remedy, under these warranties shall be that ECS, at its sole option, shall adjust or repair, as soon as practicable, equipment which is not operating under normal use and service in accordance with factory specifications because of a manufacturing defect in materials or workmanship, for the longer of the remaining term of this agreement or 90 days from the date of service.

3. The forgoing paragraph sets forth the exclusive remedy of Customer and the sole liability of ECS for any and all claims based on ECS's performance of services under this Agreement or for the failure of or defect in materials or services furnished under this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and is in lieu of all other warranties whether written, oral, implied, or statutory.

4. Equipment not under ECS's original equipment warranty or a PM and RM Agreement immediately prior to the effective date of this Agreement, is subject to inspection by ECS to determine if it is in acceptable working condition and includes current ECS mandatory field modifications. Such inspection and any repairs or modifications deemed necessary by ECS to bring the Equipment up to good operating condition shall be made at Customer's expense under separate agreement at ECS's then current time and material charges.

X. EXCLUSIONS FROM COVERAGE

Service labor and parts shall be invoiced as an additional charge to Customer at ECS's then current labor and material list prices if any of the following conditions occur:

1. Customer attempts to maintain or repair Equipment in a manner other than, or in conflict with, this Agreement or ECS's specific recommendations.
2. Damage to Equipment is caused by: modification, alteration, repair or service of the Equipment by anyone other than an authorized ECS service provider; physical abuse to, or misuse of, the Equipment; operation in a manner contrary to the instructions which accompany the Equipment; use of the Equipment in conjunction with equipment supplied another party; or any damage caused by acts of God such as lightning or fluctuation in electrical power.
3. Damage to Equipment results from failure to maintain facilities and Equipment in a reasonable manner. (Refer to Section XIV "Customer Responsibilities")
4. Parts and Labor required to maintain the equipment that is not included in the Service Plan selected by the customer.
5. The ECS Service Engineer is denied ready and reasonable access to Covered Location or the Equipment.

6. The Equipment is repaired or serviced by a service provider who is not expressly authorized by ECS.
7. It is necessary, due to local circumstances, to use union labor or hire an outside contractor. ECS service personnel will provide supervision only and Customer shall be responsible for the cost of such union or contracted labor.
8. The cost of parts and labor to replace batteries.
9. The Equipment is moved from the Covered Location. Charges to provide Service at such other site shall be subject to mutual agreement between Customer and ECS.
10. Cost of completing a service call that is delayed or interrupted by Customer.

XI. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ECS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

2. ECS shall not be responsible under any circumstances, either directly or indirectly, for any damage to the Equipment or any other property of Customer, nor for any injuries to or death of any person in connection with ECS's performance under this Agreement, except where such damage, injury or death is directly and solely attributable to the gross negligence of ECS. In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall ECS be liable to customer or any third parties for indirect, incidental, special or consequential damages of any nature or from any cause whatsoever, including, but not limited to, loss of use of Equipment, lost production, lost profits, loss of customers, cost of substitute equipment, facilities or services or down time.

3. ECS's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Agreement or ECS's furnishing of the services and products described in this Agreement shall be limited to Customer's actual and direct damages, not to exceed the greater of the net book value of the Equipment (cost of Equipment less depreciation to date) or three times the annual charges for the period of coverage specified in this Agreement, reduced by any damages attributable to the negligence of Customer's employees or agents.

4. In no event shall ECS be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment. Customer shall indemnify ECS from any and all claims for injury to or damages suffered by ECS's employees, agents and subcontractors while performing Services at Customer's site.

XII. ACCESS TO EQUIPMENT

Customer shall provide ECS full and free access to the Equipment at the Covered Location and shall furnish ECS personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to ECS. Customer shall be responsible for providing ECS personnel a safe workplace to perform services under this Agreement.

XIII. DEFAULT

In addition to all other rights and remedies provided to ECS at law or under this Agreement, this Agreement shall terminate immediately without further notice to Customer, if Customer is in default of any of its obligations under this Agreement, and such default continues for twenty (20) days after receipt of notice thereof.

XIV. CUSTOMER RESPONSIBILITIES

Customer shall provide proper and reasonable maintenance of facilities and Equipment including, but not limited to, the following: 1. Maintaining temperature of area where Equipment is located at or below 77°F to insure longer life of the Equipment. 2. Controlling humidity so that there is no condensation. 3. Keeping the Equipment area free of corrosive atmospheres that would affect the life of the Equipment. 4. Keeping the Equipment clean and free of loose dirt and debris. Customer shall inspect all delivered items for order accuracy within ten (10) days of receipt. After said period, any errors in item accuracy become the responsibility of the customer.

XV. TERM AND TERMINATION

This Agreement shall be in effect for a period established on the Purchase Order commencing on the date of receipt of such Purchase Order. Thereafter, this Agreement shall be renewed for successive terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Agreement. This Agreement can be terminated at any time, for any reason, by giving either party official written notice. This written notice can be either regular mail or electronic email.

XVI. ENTIRE AGREEMENT

The terms and conditions of this Agreement and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

XVII. ASSIGNMENT

This Agreement is not assignable by Customer without the prior written consent of ECS. Any attempt by Customer to assign any of its rights, duties or obligations under this Agreement without such consent is void. Customer acknowledges and agrees that subcontractors or authorized service providers selected by ECS may perform the services described in this Agreement.

XIII. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, postage prepaid, to the parties at the address first listed in this agreement or any other address as is specified for the applicable party by notice given as provided in this paragraph.

XIX. INTELLECTUAL PROPERTY INFORMATION

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of ECS International and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any

unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are registered trademarks, trademarks or service marks of ECS International or its Affiliates: SineTamer, We ARE the standard. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of ECS International or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of ECS International or its Affiliates.

XX. UNAUTHORIZED USE OF MATERIAL

We respect the intellectual property of others, and we ask you to do the same. If you believe copyright, trademark or other property rights have been infringed, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.

8. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Dustin Edwards

Address: 5500 E Loop 820 S #205 Fort Worth, TX 76119

Phone: (817) 483-8497

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

XXI. MISCELLANEOUS

1. The services provided by ECS under this Agreement do not assure that operation of the Equipment will be uninterrupted or error free. ECS shall not be liable for delay or failure to perform any service or fulfill its obligations under this Agreement due to any case beyond its reasonable control such as, but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, fires, unusually severe weather or inability to obtain or delay in obtaining parts, materials, or labor.
2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

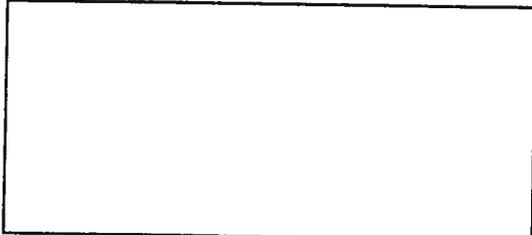


Robin Gotch
Technical Sales Specialist
 817-349-6770 Direct Line
 715-252-6398 Cell
 817-330-0396 Fax
robing@ecsintl.com

Date: 05/09/2014 FE3.1k26344

Quote: RG-050914-2

Ellis County Sheriff's Department
 Bobby Compton
 300 S. Jackson Street
 Waxahachie, TX 75165
 972-825-4943



| Qty | Part # | Description | Unit Price | Line Total |
|-----|------------------|--|------------|------------|
| 1 | UPP-1-06000-1-Z1 | One Year onsite contract with annual PM Visit on FE3.1kVA UPS System | \$1,485.00 | \$1,485.00 |

Sales tax may apply – if you are exempt, please provide certificate.

- Contract to expire 6/17/14

Total \$1,485.00

- The content of this quote is based upon information provided by the customer. It is the customer's responsibility to verify the accuracy of the information.
- Freight is FOB shipping point and damages are the receiving parties' responsibility. Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Communications and collections on freight damage are between the receiver and Freight Company.
- To accept this quotation, sign here and return to the following address via mail, fax or email.

Signed: _____

We accept VISA, MasterCard, Check or PO (with pre-established Credit)
Terms; Net 30 Days - Energy Control Systems Standard Terms & Conditions Apply
Quote valid for 30 days from date above.

Please remit to: Energy Control Systems Inc. P.O. Box 330607, Ft. Worth, TX 76163

TERMS AND CONDITIONS

I. GENERAL TERMS

The sale of services or goods under this Agreement by ECS International Inc. (ECS) is conditioned upon Customer's acceptance of these terms and conditions. Any different terms and conditions, which may be proposed by Customer, are objected to and are not binding upon ECS. ECS shall deliver equipment according to the corresponding invoice and quotation. At time of delivery to Customer site, Customer must inspect for any apparent damage to packaging and confirm any possible damage. Should any damage be discovered, Customer must make claim with shipper. Further, Customer has Ten (10) days within which time they shall inventory the shipment and notify ECS of any discrepancy between Invoice/Packing list and Goods received. After such time responsibility for any items remain solely with the customer. Customer shall retain all original packing materials and shipping labels for assistance and verification with shipping provider.

II. EQUIPMENT

ECS shall provide Preventive Maintenance ("PM") and Remedial Maintenance ("RM"), as defined in Sections III and IV below, in accordance with the Service Plan selected by Customer, on the Equipment and at the locations listed on Schedule A (the "Covered Locations").

III. PREVENTIVE MAINTENANCE

Preventive Maintenance means the routine service required to maintain the Equipment in proper operating condition in accordance with factory specifications under normal use and service. ECS shall schedule a field engineer to perform PM's on a date mutually convenient to Customer and ECS. PM's shall be performed during ECS's normal working hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, unless otherwise specified.

IV. REMEDIAL MAINTENANCE

Remedial Maintenance means the service required to return Equipment to operating condition in accordance with factory specifications under normal use and service, where the Equipment has failed to so operate because of a manufacturing defect in materials or workmanship. ECS will provide RM in accordance with the Service Plan selected by Customer, following receipt of verbal or written notification from Customer of Equipment failure.

V. FIELD ENHANCEMENTS

At Customer's request, ECS will provide Equipment enhanced field modifications. Equipment enhanced field modifications are defined as material and labor used to provide an additional feature or capability of the UPS System. These services will be billed separately on a parts and labor basis.

VI. BATTERY MAINTENANCE

ECS's sole responsibility for maintenance of batteries used and operated in conjunction with the Equipment is limited to cleaning batteries, assuring the integrity of connectors and proper battery voltage levels. Customer shall be solely responsible for the cost of battery cell(s) and accessory parts replacement, if required.

VII. PARTS REPLACEMENT

Except as provided in Section XII, ECS shall replace all parts in accordance with the Service Plan selected by Customer.

VIII. INVOICING AND PAYMENT

Customer shall pay the annual charges for the Service Plan selected in advance, including applicable sales/use taxes. Charges shall be payable net thirty (30) days from date of invoice. Service and repairs not covered under the Service Plan will be billed on a labor and parts basis and are payable net thirty (30) days from date of invoice. ECS shall provide Customer with 60 days notice of any increase in the annual service charges for renewal of this Agreement. Any past due amount shall be subject to interest at the lower of 1.5% per month or the highest rate permitted by law, and Customer shall be responsible for all costs and expenses incurred by ECS, including attorneys' fees and costs, in collecting past due invoices or other payments.

IX. LIMITED WARRANTY

1. ECS warrants that the services provided under this Agreement shall be performed in a competent manner. ECS further warrants that any parts furnished by ECS in connection with this Agreement shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.
2. ECS's sole and exclusive liability, and Customer's sole and exclusive remedy, under these warranties shall be that ECS, at its sole option, shall adjust or repair, as soon as practicable, equipment which is not operating under normal use and service in accordance with factory specifications because of a manufacturing defect in materials or workmanship, for the longer of the remaining term of this agreement or 90 days from the date of service.
3. The forgoing paragraph sets forth the exclusive remedy of Customer and the sole liability of ECS for any and all claims based on ECS's performance of services under this Agreement or for the failure of or defect in materials or services furnished under this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and is in lieu of all other warranties whether written, oral, implied, or statutory.
4. Equipment not under ECS's original equipment warranty or a PM and RM Agreement immediately prior to the effective date of this Agreement, is subject to inspection by ECS to determine if it is in acceptable working condition and includes current ECS mandatory field modifications. Such inspection and any repairs or modifications deemed necessary by ECS to bring the Equipment up to good operating condition shall be made at Customer's expense under separate agreement at ECS's then current time and material charges.

X. EXCLUSIONS FROM COVERAGE

Service labor and parts shall be invoiced as an additional charge to Customer at ECS's then current labor and material list prices if any of the following conditions occur:

1. Customer attempts to maintain or repair Equipment in a manner other than, or in conflict with, this Agreement or ECS's specific recommendations.
2. Damage to Equipment is caused by: modification, alteration, repair or service of the Equipment by anyone other than an authorized ECS service provider; physical abuse to, or misuse of, the Equipment; operation in a manner contrary to the instructions which accompany the Equipment; use of the Equipment in conjunction with equipment supplied another party; or any damage caused by acts of God such as lightning or fluctuation in electrical power.
3. Damage to Equipment results from failure to maintain facilities and Equipment in a reasonable manner. (Refer to Section XIV "Customer Responsibilities")
4. Parts and Labor required to maintain the equipment that is not included in the Service Plan selected by the customer.
5. The ECS Service Engineer is denied ready and reasonable access to Covered Location or the Equipment.

6. The Equipment is repaired or serviced by a service provider who is not expressly authorized by ECS.
7. It is necessary, due to local circumstances, to use union labor or hire an outside contractor. ECS service personnel will provide supervision only and Customer shall be responsible for the cost of such union or contracted labor.
8. The cost of parts and labor to replace batteries.
9. The Equipment is moved from the Covered Location. Charges to provide Service at such other site shall be subject to mutual agreement between Customer and ECS.
10. Cost of completing a service call that is delayed or interrupted by Customer.

XI. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ECS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

2. ECS shall not be responsible under any circumstances, either directly or indirectly, for any damage to the Equipment or any other property of Customer, nor for any injuries to or death of any person in connection with ECS's performance under this Agreement, except where such damage, injury or death is directly and solely attributable to the gross negligence of ECS. In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall ECS be liable to customer or any third parties for indirect, incidental, special or consequential damages of any nature or from any cause whatsoever, including, but not limited to, loss of use of Equipment, lost production, lost profits, loss of customers, cost of substitute equipment, facilities or services or down time.

3. ECS's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Agreement or ECS's furnishing of the services and products described in this Agreement shall be limited to Customer's actual and direct damages, not to exceed the greater of the net book value of the Equipment (cost of Equipment less depreciation to date) or three times the annual charges for the period of coverage specified in this Agreement, reduced by any damages attributable to the negligence of Customer's employees or agents.

4. In no event shall ECS be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment. Customer shall indemnify ECS from any and all claims for injury to or damages suffered by ECS's employees, agents and subcontractors while performing Services at Customer's site.

XII. ACCESS TO EQUIPMENT

Customer shall provide ECS full and free access to the Equipment at the Covered Location and shall furnish ECS personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to ECS. Customer shall be responsible for providing ECS personnel a safe workplace to perform services under this Agreement.

XIII. DEFAULT

In addition to all other rights and remedies provided to ECS at law or under this Agreement, this Agreement shall terminate immediately without further notice to Customer, if Customer is in default of any of its obligations under this Agreement, and such default continues for twenty (20) days after receipt of notice thereof.

XIV. CUSTOMER RESPONSIBILITIES

Customer shall provide proper and reasonable maintenance of facilities and Equipment including, but not limited to, the following: 1. Maintaining temperature of area where Equipment is located at or below 77°F to insure longer life of the Equipment. 2. Controlling humidity so that there is no condensation. 3. Keeping the Equipment area free of corrosive atmospheres that would affect the life of the Equipment. 4. Keeping the Equipment clean and free of loose dirt and debris. Customer shall inspect all delivered items for order accuracy within ten (10) days of receipt. After said period, any errors in item accuracy become the responsibility of the customer.

XV. TERM AND TERMINATION

This Agreement shall be in effect for a period established on the Purchase Order commencing on the date of receipt of such Purchase Order. Thereafter, this Agreement shall be renewed for successive terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Agreement. This Agreement can be terminated at any time, for any reason, by giving either party official written notice. This written notice can be either regular mail or electronic email.

XVI. ENTIRE AGREEMENT

The terms and conditions of this Agreement and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

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unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are registered trademarks, trademarks or service marks of ECS International or its Affiliates: SineTamer, We ARE the standard. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of ECS International or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of ECS International or its Affiliates.

XX. UNAUTHORIZED USE OF MATERIAL

We respect the intellectual property of others, and we ask you to do the same. If you believe copyright, trademark or other property rights have been infringed, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.

8. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Dustin Edwards

Address: 5500 E Loop 820 S #205 Fort Worth, TX 76119

Phone: (817) 483-8497

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

XXI. MISCELLANEOUS

1. The services provided by ECS under this Agreement do not assure that operation of the Equipment will be uninterrupted or error free. ECS shall not be liable for delay or failure to perform any service or fulfill its obligations under this Agreement due to any case beyond its reasonable control such as, but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, fires, unusually severe weather or inability to obtain or delay in obtaining parts, materials, or labor.
2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.



Robin Gotch
Technical Sales Specialist
817-349-6770 Direct Line
715-252-6398 Cell
817-330-0396 Fax
robing@ecsintl.com

Date: 04/14/2014 BC441FG0110 - FE2.1kVA UPS -Repair Option

Quote: RG-041414-2-R1

Ellis County Sheriff's Department
Bobby Compton,
300 S. Jackson Street
Waxahachie, TX 75165
972-825-4943

5/9/14 Revised to update contract to one year (ending on 6/17/15 to coincide with other units)

| Qty | Part # | Description | Unit Price | Line Total |
|-----------------------------------|------------------|---|------------|-------------------|
| Repair Option | | | | |
| 1 | Logic Board | Logic Board programmed for BC441FG0110 | \$419.73 | \$419.73 |
| 4 | HF12-320W-XFR | Replacement Batteries | \$159.47 | \$637.88 |
| 1 | SCO-1 | Onsite installation of logic board and batteries | \$1,200.00 | \$1,200.00 |
| 1 | Freight | Ground Freight for board and batteries | \$123.75 | \$123.75 |
| Total Repair Costs | | | | \$2,381.36 |
| Contract for Repaired Unit | | | | |
| 1 | UPP-1-02500-1-Z1 | One year onsite service contract with yearly PM Visit | \$1,385.00 | \$1,385.00 |

Sales tax may apply - if you are exempt, please provide certificate.

- All elements are in stock and available to ship 5-7 days after receipt of order
- Contract term to run to 6/17/15 to coincide with other units at this facility.

Total \$3,766.36

- The content of this quote is based upon information provided by the customer. It is the customer's responsibility to verify the accuracy of the information.
- Freight is FOB shipping point and damages are the receiving parties' responsibility. Please thoroughly inspect sensitive electronic equipment and note any damage prior to signing for the shipment with the driver for claims purposes. Communications and collections on freight damage are between the receiver and Freight Company
- To accept this quotation, sign here and return to the following address via mail, fax or email.

Signed: _____

We accept VISA, MasterCard, Check or PO (with pre-established Credit)
Terms; Net 30 Days - Energy Control Systems Standard Terms & Conditions Apply
Quote valid for 30 days from date above.

Please remit to: Energy Control Systems Inc. P.O. Box 330607, Ft. Worth, TX 76163

TERMS AND CONDITIONS

I. GENERAL TERMS

The sale of services or goods under this Agreement by ECS International Inc. (ECS) is conditioned upon Customer's acceptance of these terms and conditions. Any different terms and conditions, which may be proposed by Customer, are objected to and are not binding upon ECS. ECS shall deliver equipment according to the corresponding invoice and quotation. At time of delivery to Customer site, Customer must inspect for any apparent damage to packaging and confirm any possible damage. Should any damage be discovered, Customer must make claim with shipper. Further, Customer has Ten (10) days within which time they shall inventory the shipment and notify ECS of any discrepancy between Invoice/Packing list and Goods received. After such time responsibility for any items remain solely with the customer. Customer shall retain all original packing materials and shipping labels for assistance and verification with shipping provider.

II. EQUIPMENT

ECS shall provide Preventive Maintenance ("PM") and Remedial Maintenance ("RM"), as defined in Sections III and IV below, in accordance with the Service Plan selected by Customer, on the Equipment and at the locations listed on Schedule A (the "Covered Locations").

III. PREVENTIVE MAINTENANCE

Preventive Maintenance means the routine service required to maintain the Equipment in proper operating condition in accordance with factory specifications under normal use and service. ECS shall schedule a field engineer to perform PM's on a date mutually convenient to Customer and ECS. PM's shall be performed during ECS's normal working hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, unless otherwise specified.

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Remedial Maintenance means the service required to return Equipment to operating condition in accordance with factory specifications under normal use and service, where the Equipment has failed to so operate because of a manufacturing defect in materials or workmanship. ECS will provide RM in accordance with the Service Plan selected by Customer, following receipt of verbal or written notification from Customer of Equipment failure.

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At Customer's request, ECS will provide Equipment enhanced field modifications. Equipment enhanced field modifications are defined as material and labor used to provide an additional feature or capability of the UPS System. These services will be billed separately on a parts and labor basis.

VI. BATTERY MAINTENANCE

ECS's sole responsibility for maintenance of batteries used and operated in conjunction with the Equipment is limited to cleaning batteries, assuring the integrity of connectors and proper battery voltage levels. Customer shall be solely responsible for the cost of battery cell(s) and accessory parts replacement, if required.

VII. PARTS REPLACEMENT

Except as provided in Section XII, ECS shall replace all parts in accordance with the Service Plan selected by Customer.

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Customer shall pay the annual charges for the Service Plan selected in advance, including applicable sales/use taxes. Charges shall be payable net thirty (30) days from date of invoice. Service and repairs not covered under the Service Plan will be billed on a labor and parts basis and are payable net thirty (30) days from date of invoice. ECS shall provide Customer with 60 days notice of any increase in the annual service charges for renewal of this Agreement. Any past due amount shall be subject to interest at the lower of 1.5% per month or the highest rate permitted by law, and Customer shall be responsible for all costs and expenses incurred by ECS, including attorneys' fees and costs, in collecting past due invoices or other payments.

IX. LIMITED WARRANTY

1. ECS warrants that the services provided under this Agreement shall be performed in a competent manner. ECS further warrants that any parts furnished by ECS in connection with this Agreement shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.
2. ECS's sole and exclusive liability, and Customer's sole and exclusive remedy, under these warranties shall be that ECS, at its sole option, shall adjust or repair, as soon as practicable, equipment which is not operating under normal use and service in accordance with factory specifications because of a manufacturing defect in materials or workmanship, for the longer of the remaining term of this agreement or 90 days from the date of service.
3. The forgoing paragraph sets forth the exclusive remedy of Customer and the sole liability of ECS for any and all claims based on ECS's performance of services under this Agreement or for the failure of or defect in materials or services furnished under this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and is in lieu of all other warranties whether written, oral, implied, or statutory.
4. Equipment not under ECS's original equipment warranty or a PM and RM Agreement immediately prior to the effective date of this Agreement, is subject to inspection by ECS to determine if it is in acceptable working condition and includes current ECS mandatory field modifications. Such inspection and any repairs or modifications deemed necessary by ECS to bring the Equipment up to good operating condition shall be made at Customer's expense under separate agreement at ECS's then current time and material charges.

X. EXCLUSIONS FROM COVERAGE

Service labor and parts shall be invoiced as an additional charge to Customer at ECS's then current labor and material list prices if any of the following conditions occur:

1. Customer attempts to maintain or repair Equipment in a manner other than, or in conflict with, this Agreement or ECS's specific recommendations.
2. Damage to Equipment is caused by: modification, alteration, repair or service of the Equipment by anyone other than an authorized ECS service provider; physical abuse to, or misuse of, the Equipment; operation in a manner contrary to the instructions which accompany the Equipment; use of the Equipment in conjunction with equipment supplied another party; or any damage caused by acts of God such as lightning or fluctuation in electrical power.
3. Damage to Equipment results from failure to maintain facilities and Equipment in a reasonable manner. (Refer to Section XIV "Customer Responsibilities")
4. Parts and Labor required to maintain the equipment that is not included in the Service Plan selected by the customer.
5. The ECS Service Engineer is denied ready and reasonable access to Covered Location or the Equipment.

6. The Equipment is repaired or serviced by a service provider who is not expressly authorized by ECS.
7. It is necessary, due to local circumstances, to use union labor or hire an outside contractor. ECS service personnel will provide supervision only and Customer shall be responsible for the cost of such union or contracted labor.
8. The cost of parts and labor to replace batteries.
9. The Equipment is moved from the Covered Location. Charges to provide Service at such other site shall be subject to mutual agreement between Customer and ECS.
10. Cost of completing a service call that is delayed or interrupted by Customer.

XI. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

1. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ECS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
2. ECS shall not be responsible under any circumstances, either directly or indirectly, for any damage to the Equipment or any other property of Customer, nor for any injuries to or death of any person in connection with ECS's performance under this Agreement, except where such damage, injury or death is directly and solely attributable to the gross negligence of ECS. In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall ECS be liable to customer or any third parties for indirect, incidental, special or consequential damages of any nature or from any cause whatsoever, including, but not limited to, loss of use of Equipment, lost production, lost profits, loss of customers, cost of substitute equipment, facilities or services or down time.
3. ECS's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Agreement or ECS's furnishing of the services and products described in this Agreement shall be limited to Customer's actual and direct damages, not to exceed the greater of the net book value of the Equipment (cost of Equipment less depreciation to date) or three times the annual charges for the period of coverage specified in this Agreement, reduced by any damages attributable to the negligence of Customer's employees or agents.
4. In no event shall ECS be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment. Customer shall indemnify ECS from any and all claims for injury to or damages suffered by ECS's employees, agents and subcontractors while performing Services at Customer's site.

XII. ACCESS TO EQUIPMENT

Customer shall provide ECS full and free access to the Equipment at the Covered Location and shall furnish ECS personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to ECS. Customer shall be responsible for providing ECS personnel a safe workplace to perform services under this Agreement.

XIII. DEFAULT

In addition to all other rights and remedies provided to ECS at law or under this Agreement, this Agreement shall terminate immediately without further notice to Customer, if Customer is in default of any of its obligations under this Agreement, and such default continues for twenty (20) days after receipt of notice thereof.

XIV. CUSTOMER RESPONSIBILITIES

Customer shall provide proper and reasonable maintenance of facilities and Equipment including, but not limited to, the following: 1. Maintaining temperature of area where Equipment is located at or below 77°F to insure longer life of the Equipment. 2. Controlling humidity so that there is no condensation. 3. Keeping the Equipment area free of corrosive atmospheres that would affect the life of the Equipment. 4. Keeping the Equipment clean and free of loose dirt and debris. Customer shall inspect all delivered items for order accuracy within ten (10) days of receipt. After said period, any errors in item accuracy become the responsibility of the customer.

XV. TERM AND TERMINATION

This Agreement shall be in effect for a period established on the Purchase Order commencing on the date of receipt of such Purchase Order. Thereafter, this Agreement shall be renewed for successive terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Agreement. This Agreement can be terminated at any time, for any reason, by giving either party official written notice. This written notice can be either regular mail or electronic email.

XVI. ENTIRE AGREEMENT

The terms and conditions of this Agreement and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

XVII. ASSIGNMENT

This Agreement is not assignable by Customer without the prior written consent of ECS. Any attempt by Customer to assign any of its rights, duties or obligations under this Agreement without such consent is void. Customer acknowledges and agrees that subcontractors or authorized service providers selected by ECS may perform the services described in this Agreement.

XIII. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing, sent by certified or registered mail, return receipt requested, postage prepaid, to the parties at the address first listed in this agreement or any other address as is specified for the applicable party by notice given as provided in this paragraph.

XIX. INTELLECTUAL PROPERTY INFORMATION

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of ECS International and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any

unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are registered trademarks, trademarks or service marks of ECS International or its Affiliates: SineTamer, We ARE the standard. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of ECS International or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of ECS International or its Affiliates.

XX. UNAUTHORIZED USE OF MATERIAL

We respect the intellectual property of others, and we ask you to do the same. If you believe copyright, trademark or other property rights have been infringed, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.

8. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Dustin Edwards

Address: 5500 E Loop 820 S #205 Fort Worth, TX 76119

Phone: (817) 483-8497

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

XXI. MISCELLANEOUS

1. The services provided by ECS under this Agreement do not assure that operation of the Equipment will be uninterrupted or error free. ECS shall not be liable for delay or failure to perform any service or fulfill its obligations under this Agreement due to any cause beyond its reasonable control such as, but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, fires, unusually severe weather or inability to obtain or delay in obtaining parts, materials, or labor.
2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

3.6

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 |
|--------------------------|-----------------------|-----------|
| 001-0000-30302-00000-000 | Budgeted Fund Balance | 11,471.46 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|-----------|
| 001-0010-50802-00000-000 | Equipment | 11,471.46 |

WAS APPROVED LAST YEAR BUT INVOICE NOT RECEIVED UNTIL NEW BUDGET YEAR. THESE FUNDS PULLED OVER INTO FUND BALANCE. THIS IS TO PUT THEM BACK FOR PAYMENT.

Signature of Department Head _____ 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

needs
 Court
 off

Approved by County Auditor's Office:



TCEQ Notice of Intent (NOI) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000)

IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain you filled out all required information. Incomplete applications WILL delay approval or result in automatic denial.
- Once processed your authorization can be viewed at:
http://www2.tceq.texas.gov/wq_dpa/index.cfm

APPLICATION FEE:

- You must pay the **\$100** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
 - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
 - Select Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**
 - Mailed Check/Money Order No.: _____
Name Printed on Check: _____
 - EPAY Voucher No.: 208826

Is the Payment Voucher copy attached? Yes

One (1) copy of the NOI and Stormwater Management Program (SWMP) with the completed SWMP Cover Sheet MUST be submitted with the original NOI and SWMP.

Is the copy attached? Yes

RENEWAL: Is this NOI a Renewal of an existing Phase II MS4 General Permit Authorization?

(Note: An authorization cannot be renewed after June 11, 2014.)

- Yes The existing authorization number is: TXR04 0124
(If an authorization number is not provided, a new number will be assigned.)

No

1) OPERATOR (Applicant)

a. If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:
<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>
CN 601418098

b. What is the Legal Name of the entity (applicant) applying for this permit?
Ellis County
(The exact legal name must be provided.)

c. What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC 305.44(a).
Prefix (Mr. Ms. Miss): Ms.
First/Last Name: Carol Bush Suffix: _____
Title: County Judge Credential: _____

d. What is the contact information for the Operator Contact (Responsible Authority)? The mailing address must be recognized by the US Postal Service. You may verify the address at:
<https://tools.usps.com/go/ZipLookupAction!input.action>
Phone Number: (972) 825-5112 Ext: _____ Fax Number: (972) 825-5044
E-mail: joe.white@co.ellis.tx.us
Mailing Address: 109 S Jackson St
Internal Routing (Mail Code, Etc.): _____
City: Waxahachie State: TX ZIP Code: 75165
If outside USA: Territory: _____ Country Code: _____ Postal Code: _____

e. Indicate the type of Customer (The instructions will help determine your customer type):
 Federal Government State Government County Government
 City Government Other Government

f. Number of Employees:
 0-20; 21-100; 101-250; 251-500; or 501 or higher

2) BILLING ADDRESS

The Operator is responsible for paying the annual fee. The annual fee will be assessed to authorizations active on September 1 of each year. TCEQ will send a bill to the address provided in this section. The Operator is responsible for terminating the permit when it is no longer needed.

Is the billing address the same as the Operator Address?
 Yes, go to Section 3).

No, complete section below

Phone Number: _____ Ext: _____ Fax Number: _____
E-mail: _____
Mailing Address: _____
Internal Routing (Mail Code, Etc.): _____
City: _____ State: _____ ZIP Code: _____
Mailing Information if outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

3) REGULATED ENTITY (RE) INFORMATION

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:
<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

- a. TCEQ issued RE Reference Number (RN): RN 105521439
- b. Name that is used to identify the small MS4 (Example: City of XXX MS4)
Ellis County MS4
- c. Provide a brief description of the regulated MS4 boundaries: (Example: Area within the City of XXXX limits that is located within the xxx (e.g. Dallas) urbanized area):
Dallas-Ft. Worth-Arlington urbanized area within the unincorporated area of Ellis County.
- d. County where the largest residential population exists within the regulated MS4 boundaries:
Ellis County

Is the MS4 located within additional counties?

Yes – If Yes, what county (or counties)?

No

e. Latitude: 32.384765 Longitude: -96.846289

4) GENERAL CHARACTERISTICS

- a. Is the project/site located on Indian Country Lands?
 Yes – If Yes, you must obtain authorization through EPA, Region 6.
 No
- b. What is applicant's Standard Industrial Classification (SIC) code?
SIC Code: 9111
- c. What is the category or level of the MS4 based on the population served?
 Level 1: Operators of traditional small MS4s that serve a population of less than 10,000 within an urbanized area (UA).
 Level 2: Operators of traditional small MS4s that serve a population of at least 10,000 but less than 40,000 within an UA.

This category also includes all non-traditional small MS4s such as counties, drainage districts, transpiration entities, military bases, universities, colleges, correctional institutions, municipal utility districts and other special districts regardless of population served within the UA, unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage based on the population served.

Level 3: Operators of traditional small MS4s that serve a population of at least 40,000 but less than 100,000 within an UA.

Level 4: Operators of traditional small MS4s that serve a population of 100,000 or more within an UA.

d. Has TCEQ "designated" the small MS4 as needing coverage under this general permit?

Yes

No - If No and no portion of the small MS4 is located within an UA as determined by the 2000 or 2010 Decennial Census by the U.S Bureau of Census requiring a NOI be submitted, the operator is not eligible for coverage under this general permit through the NOI.

e. What is your annual reporting year?

Calendar year

MS4 general permit year

Fiscal year – If Fiscal year, what is the last day of the fiscal year? _____

f. Stormwater Management Program (SWMP)

1. I certify that the SWMP submitted with this Notice of Intent has been developed according to the provisions of this general permit TXRo40000.

Yes

No – If No, the application is considered incomplete and may be returned.

2. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP.

Yes

No – If No, the application is considered incomplete and may be returned.

3. Who is the person responsible for implementing or coordinating implementation of the SWMP? (Note: All contact information requested below is required.)

First/Last Name: Joe White

Title: County Engineer

Company: Ellis County

Phone Number: (972) 825-5111

Ext: _____

Fax Number: (972) 825-5044

E-mail: joe.white@co.ellis.tx.us

Mailing Address: 109 S Jackson St

Internal Routing (Mail Code, Etc.): _____

City: Waxahachie

State: TX

ZIP Code: 75165

g. 7th Minimum Control Measure (MCM) for Municipal Construction Activities

1. Is the MCM for authorization to discharge stormwater from municipal construction activities included with the attached SWMP?

Yes – If Yes, what are the boundaries within which those activities will occur?

(Note: If the boundaries are located outside of the urbanized area, then the entire SWMP must also incorporate the additional areas.)

No _____

2. Is the discharge or potential discharge from regulated construction activities within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

- Yes – If Yes, please note that a copy of the agency approved Water Pollution Abatement Plan (WPAP) required by the Edward Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the construction stormwater pollution prevention plan(s).

No

h. Discharge Information

1. What is the name of the water body (ies) receiving stormwater from the MS4?

Red Oak Cr, Grove Cr, N Grove Cr, N Prong Cr, see outfall map for all water bodies

2. What is the classified segment(s) that receives discharges, directly or indirectly, from the small MS4?

Red Oak Cr-0805A, Waxahachie Cr-0815A, S. Prong Cr-0816A, Lake Waxahachie-0816

3. Are any of the surface water body (ies) receiving discharges from the small MS4 on the latest EPA-approved Clean Water Act (CWA) §303(d) list of impaired waters?

Yes – If Yes:

What is the name of the impaired water body (ies) receiving the discharge from the small MS4?

What are the pollutants of concern?

No

4. Is the discharge into any other MS4 prior to discharge into surface water in the state?

Yes – If Yes, what is the name of the MS4 Operator?

No

i. Edwards Aquifer

Is the discharge or potential discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

Yes - If Yes, complete certification below by checking "Yes".

No

I certify that a copy of the TCEQ approved WPAP required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the SWMP.

Yes

j. Public Participation Process

The Office of Chief Clerk will send the operator or person responsible for publishing, the notice of the executive director's preliminary determination of the NOI and SWMP, in a newspaper of general circulation in the county where the small MS4 is located. If multiple

counties, notice must be published at least once in the newspaper of general circulation in the county containing the largest resident population.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within 60 days of receiving the written instructions from the Office of Chief Clerk.

1. I will comply with the Public Participation requirements described in Part II.E.12 of the general permit.

Yes

No – If No, coverage under this general permit is not obtainable.

2. Who is the person responsible for publishing notice of the executive director's preliminary determination on the NOI and SWMP? (Note: All contact information requested below is required.)

First/Last Name: Susan Soros

Title: Administrative Assistant

Company: Ellis County

Phone Number: (972) 825-5011

Ext: _____

Fax Number: (972) 825-5012

E-mail: Susan.Soros@co.ellis.tx.us

Mailing Address: 101 W Main St

Internal Routing (Mail Code, Etc.): _____

City: Waxahachie

State: TX

ZIP Code: 75165

3. What is the name and location of the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be reviewed?

Name of Public Place: Ellis County Courts and Administration Building

Address of Public Place: 109 S Jackson St, Waxahachie, TX 75165

County of Public Place: Ellis County

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to **ALL** items may result in denial of coverage under the general permit.

- a. I certify that I have obtained a copy and understand the terms and conditions of the Phase II (Small) MS4 General Permit TXR040000. Yes
- b. I certify that the small MS4 qualifies for coverage under the general permit TXR040000. Yes
- c. I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d. I understand that authorization active on September 1st of each year will be accessed an Annual Water Quality Fee. Yes

Operator Certification:

I, Carol Bush County Judge
Typed or printed name *Title*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____
(Use blue ink)

NOTICE OF INTENT CHECKLIST (TXR040000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

- Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- Check number and name on check is provided in this application.

If using ePay:

- The voucher number is provided in this application or a copy of the voucher is attached.

AUTHORIZATION NUMBER:

- Authorization number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- Name and title of responsible authority signing the application
- Mailing address is complete & verifiable with USPS. www.usps.com
- Phone numbers/e-mail address
- Type of operator (entity type)
- Number of employees
- Billing address is complete & verifiable with USPS. <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- MS4/Regulated Entity Name
- Site description
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmapview.html>
- County
- Site/project physical address. Do not use a rural route or post office box.
- Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

- Indian Country Lands –the facility is not on Indian Country Lands
- Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
- Level of MS4
- Qualifying TCEQ "Designated" small MS4
- Annual Reporting Year
- 7th Minimum Control Measurement (MCM) for Municipal Construction Activities
- Discharge information
- Edwards Aquifer rule
- Public participation information

CERTIFICATION

- Certification statements have been checked indicating "Yes"
- Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.
- Stormwater Management Program (SWMP), and completed SWMP Cover Sheet are attached to the NOI.

TCEQ ePay Voucher Receipt

Transaction Information

Voucher Number: 208826
Trace Number: 582EA000166962
Date: 05/15/2014 09:39 AM
Payment Method: CC - Authorization 0000074791
Amount: \$100.00
Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION
ePay Actor: Maegan Moon

Payment Contact Information

Name: Maegan Moon
Company: Ellis County
Address: 109 S Jackson Street, Waxahachie, TX 75165
Phone: 972-825-5165

Site Information

Site Name: ELLIS COUNTY
Site Address: 109 S JACKSON STREET, WAXAHACHIE, TX 75165
Site Location: URBANIZED AREA WITHIN THE UNINCORPORATED PORTION OF ELLIS COUNTY

Customer Information

Customer Name: MAEGAN MOON
Customer Address: 109 S JACKSON STREET, WAXAHACHIE, TX 75165

STORMWATER MANAGEMENT PROGRAM (SWMP) COVER SHEET

Confirm Each Minimum Control Measure (MCM) Below is Included in the SWMP

This cover sheet **MUST** be completed by indicating the page number where the requested item will be found in the SWMP. Provide the page number to the left of each item.

This cover sheet **MUST** be attached to the front of the SWMP.

Operator: _____
 Operator name on NOI: Ellis County

Assessment of program elements:

- Program elements that were described in the previous permit have been assessed and modified as necessary. New elements have been developed and implemented as necessary.
- N/A, If newly regulated MS4.

MCM 1: Public Education, Outreach, and Involvement

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

- | | |
|---|--|
| 7 | 1. SWMP includes a stormwater education and outreach program to educate public employees, business, and the general public about hazards associated with the illegal discharges and improper disposal of waste and about the impacts stormwater can have on water quality, and steps they can take to reduce pollutants in stormwater. |
| 7 | 2. Defines the goals and objectives of the program based on high-priority community-wide issues. |
| 7 | 3. Identifies the target audiences. |
| 8 | 4. Appropriate educational material is developed or used. |
| 7 | 5. Education material is distributed. |

| | |
|-----|--|
| 7-8 | <p>SWMP Lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Classroom Education • Use of media • Education/Outreach for Commercial Activities • Lawn and garden activities • Promotional giveaways • Water conservation practices for homeowners • Outreach programs tailored to specific communities and children • Stormwater educational materials • Educational displays, pamphlets, booklets, and utility stuffers • Webpage • Storm drain stenciling • Speakers to community groups • Encouragement of proper lawn and garden care • Encouragement of low impact development • Support of pollution prevention for businesses |
|-----|--|

7-8

- Encouragement of water conservation practices
- Encouragement of pet waste management
- Stormwater hotlines

9

6. SWMP includes a program that complies with state and local public notice requirements.

9

7. May include using public input in the implementation of the program.

8. May include opportunities for citizen to participate in implementation of control measures.

8-9

9. Ensure the public easily can find information about the SWMP.

8-9

SWMP Lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs include, but are not limited to, the following:

- Stakeholder meetings
- Community hotline
- Coordination with school groups/scouting
- Listserver
- Stream cleanup and monitoring
- Adopt-A-Stream programs
- Incentives for businesses to participate, such as web links
- Volunteer monitoring
- Watershed Organization
- Storm drain stenciling programs
- Advisory/partner committees
- Mailing list development and use
- Reforestation programs
- Wetland plantings
- Coordinate volunteer programs.

7-9

SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality

7-9

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 2: Illicit Discharge Detection and Elimination

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

9

1. Description of program that will be used to detect, investigate and eliminate illicit discharges

9, 22

2. MS4 map:

- a. Location of all small MS4 outfalls operated by the MS4 and that discharge into waters of the U.S.
- b. Location and name of all surface waters receiving discharge from the MS4s outfalls.
- c. Priority areas, if applicable.

10, 12

3. Methods for informing and training MS4 field staff.

6, 9

4. Procedures for tracing the source of an illicit discharge.

10

5. Procedures for removing the source of the illicit discharge.

9, 10

6. Facilitate public reporting of illicit discharges of water quality impacts associated with discharges into or from the small MS4.

10

7. Procedures for responding to illicit discharges and spills.

10

8. Inspections in response to complaints.

10

Additional Requirements for Level 2, 3, and 4 small MS4s:

For Level 2, 3, and 4 small MS4, procedures to prevent and correct leaking on-site sewage disposal systems.

Additional Requirements for Level 3 and 4 small MS4s:

Follow-up investigation after the illicit discharge has been eliminated.

Additional Requirements for Level 4 small MS4s:

1. Procedures for identifying and creating a list of priority areas within the small MS4s likely to have illicit discharges.
2. Implement a dry weather field screening program to assist in detecting and eliminating illicit discharges to the small MS4.

SWMP Lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs may include the following:

- List of non-stormwater discharges that will not be considered illicit
- Procedures to address illegal dumping
- Hazardous materials disposal opportunities
- Industrial/Business connections
- Addressing wastewater connections to MS4
- Addressing recreational sewage (boats/camping/etc.)
- System inspections
- Dye testing
- Recycling programs
- Informing public/employees/businesses of hazards associated with illicit discharges
- Identification of illicit discharges
- Used oil collection centers
- Public outreach and education programs regarding illicit discharges
- Publicize and facilitate public reporting

SWMP includes measureable goals, and the method of measurement, for addressing stormwater quality.

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 3: Construction Site Stormwater Runoff Control

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

10

Requirements for all MS4s:

11

11

11

11

11

9, 10

12

1. Description of program that will be developed, implemented and enforced, to address stormwater runoff from construction once acre and greater (including larger common plan).
2. Ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state and local law.
3. Program requires construction site operators to implement erosion and sediment control – BMPs to minimize the discharge of pollutants.
 - a. Program requires soil stabilization measures, and implementation of BMPs to control pollutants from equipment and vehicle washing and other wash waters.
 - b. Program requires operators to minimize exposure to stormwater of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials.
 - c. Minimize the discharge of pollutants from spills and leaks. As an alternative, ensure that the construction site has developed a stormwater pollution prevention plan in accordance with the TPDES Construction General Permit TXR150000.
4. Program prohibits illicit discharges such as wash out wastewater, fuels, oils, soaps, solvents, and dewatering activities.
5. Procedures for construction site plan review to consider water quality impacts.
6. Procedures for construction site inspections and enforcement of control measures, to the extent allowable under state and local law.
7. Procedures for receipt and consideration of information submitted by the public.
8. Procedures for MS4 staff training.

Additional Requirements for Level 3, and 4 small MS4s:

Includes an inventory of all permitted active construction sites greater than one acre or less than one acre if part of a larger common plan of development.

SWMP lists BMPs used to fulfill this MCM. Examples may include:

- Requirement to comply with TPDES CGP
- Notification to discharger of responsibilities under TPDES CGP
- Hire staff to review construction site plans
- Provide a web page for public input on construction activities
- Require overall construction site waste management
- Perform site inspections and enforcement
- Provide education and training for construction site operators
- Notify dischargers of requirement to obtain TPDES permit coverage
- Mechanism to prohibit discharges into MS4 where necessary

SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality.

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 4: Post-Construction Stormwater Management in New Development and Redevelopment
 Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

- 1. Description of program that will be developed, implemented and enforced, to address stormwater runoff from new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more, including projects that disturb less than one acre that are part of a larger common plan of development or sale.
- 2. Ordinance or other regulatory mechanism is in place or planned which will regulate discharges from new development and redevelopment projects.
- 3. Establish, implement, and enforce a requirement that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality.
- 4. Document and maintain records of enforcement actions.
- 5. Long-term operation and maintenance of post construction stormwater control measures is addressed.
- 6. Operation and maintenance is documented.

Additional Requirements for Level 4 small MS4s:

- 1. Develop and implement an inspection program to ensure that all post construction stormwater control measures are operating correctly and are being maintained.
- 2. Inspections are documented.

SWMP lists BMPs used to fulfill this MCM. Examples may include:

-
- Local ordinance in place or planned
- Guidance document for developers to utilize
- Specific BMPs established for particular watersheds
- List of appropriate BMPs provided to operators
- Elimination of curbs and gutters is encouraged
- Zoning takes into account stormwater issues
- Incentives for use of permeable choices, such as porous pavement
- Requirements for wet ponds or other BMPs for certain size sites
- Xeriscaping

SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality.

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

- | | |
|-------|--|
| 13-14 | 1. An operation and maintenance (O&M) program, including an employee training component, in place or scheduled, to reduce/prevent pollution from municipal activities and municipally owned areas included but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations. |
| 14 | 2. Develop and maintain an inventory of the MS4's facilities and stormwater controls. |
| 14 | 3. Inform or train staff involved in good housekeeping practices. |
| 13 | 4. Waste from the MS4 is removed and properly disposed. |
| 14 | 5. Contractors hired by the MS4 must be required to comply with operating procedures. a. MS4 develop contractor oversight procedures. |
| 14 | 6. MS4 evaluates O&M activities for their potential to discharge pollutants in stormwater for road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance etc. a. MS4 identifies pollutants of concern that could be discharged from the O&M activities. b. MS4s develop and implement pollution prevention measures that will reduce discharge of pollutants from O&M activities. c. MS4s inspect pollution prevention measures at MS4 facilities. |
| 14 | 7. MS4 maintains structural controls. |

Additional requirements for Level 3 and 4 small MS4s:

- | | |
|--|---|
| | 1. Storm sewer system O&M. a. MS4 develops and implements an O&M program to reduce the collection of pollutants in catch basins and other surface structures. b. MS4 develops a list of potential problem areas for increased inspection (for example, areas with recurrent illegal dumping). |
| | 2. Implement an O&M program to reduce discharge of pollutants from roads that might include a street sweeping and cleaning program, or inlet protection. The program includes an implementation schedule and a waste disposal procedure. |
| | 3. MS4 map identify MS4 facilities and stormwater controls. |
| | 4. MS4 assess its facilities for their potential to discharge pollutants into stormwater. a. The MS4 identifies high priority facilities that have a high potential to generate stormwater pollutants. At a minimum, facilities include the MS4s maintenance yards, hazardous waste facilities, fuel storage locations, and any other facilities at which chemicals or other materials have a high potential to be discharge in stormwater. b. The MS4 documents the result of the assessments. |
| | 5. The MS4 develops stormwater management Standard Operation Procedures for high priority facilities. |
| | 6. The MS4 implements stormwater controls at high priority facilities that address: a. Good housekeeping |

- b. De-icing and anti-icing storage
 - c. Fueling operations and vehicle maintenance
 - d. Equipment and vehicle washing
7. The MS4 develops and implements an inspection program that includes high priority facilities.

Additional requirements for Level 4 small MS4s:

MS4 has an application and management program for pesticides, herbicides, and fertilizers that address:

- a. Evaluating materials and activities used at public open spaces.
- b. Implementing the following practices to minimize generating pollutants related to landscaping.
 - i. Education for applicators and distributors
 - ii. Encouragement of non-chemical solutions for pest management
- c. Development of schedules that minimizes discharge of pollutants.
- d. Ensuring collection and proper disposal of unused pesticides, herbicides, and fertilizers.

SWMP lists BMPs used to fulfill this MCM. Examples may include:

- BMPs which address fleet vehicle maintenance/washing
- BMPs which address parking lot and street cleaning
- Catch basin and storm drain system cleaning
- Landscaping and lawn care (e.g. xeriscaping)
- Waste materials management
- Road salt application and storage practices
- Used oil recycling
- Pest management practices
- Fire training facilities
- BMPs which address roadway and bridge maintenance
- Golf course maintenance/waste disposal
- Disposal of cigarette butts
- Park maintenance (e.g., providing trash bags)

SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality.

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 6: Industrial Stormwater Sources

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for Level MS4 only:

Program to identify and control industrial stormwater sources that at least includes:

- a. MS4 landfills, other treatment, storage, or disposal facilities for municipal waste, hazardous waste treatment, storage, disposal and recovery facilities and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA).
- b. Priorities and procedures for inspections and for implementing control measures for such discharges.

Optional 7th MCM: Municipal Construction Activities (only available within the regulated area where the MS4 operator meets the definition of construction site operator)

Page # (s) – Provide the page number (s) to the left of each item.

If this MCM is applicable, the SWMP includes the following information:

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1. Description of how construction activities will generally be conducted so as to take into consideration local conditions of weather, soils, and other site specific considerations.
2. Description of the area that this MCM will address and where the MS4 operator's construction activities are covered (e.g. within the boundary of the urbanized area, the corporate boundary, a special district boundary, an extra territorial jurisdiction, or other similar jurisdictional boundary).
3. If the area included in this MCM includes areas outside of the UA, then all MCMs will be implemented over those additional areas as well.
4. Description provided for one of the following:
 - a. How contractor activities will be supervised or overseen to ensure that the Stormwater Pollution Prevention Plan (SWP3) requirements are properly implemented at the construction site(s); or
 - b. How the MS4 operator will make certain that contractors have a separate authorization for stormwater discharges if needed.
5. General description of how a construction SWP3 will be developed for each construction site.
6. Records of municipal construction activities authorized under this optional MCM.

Ellis County

TPDES General Permit No. TXR040000

(2013-2018)

MS4 Phase II

Storm Water Permit Application

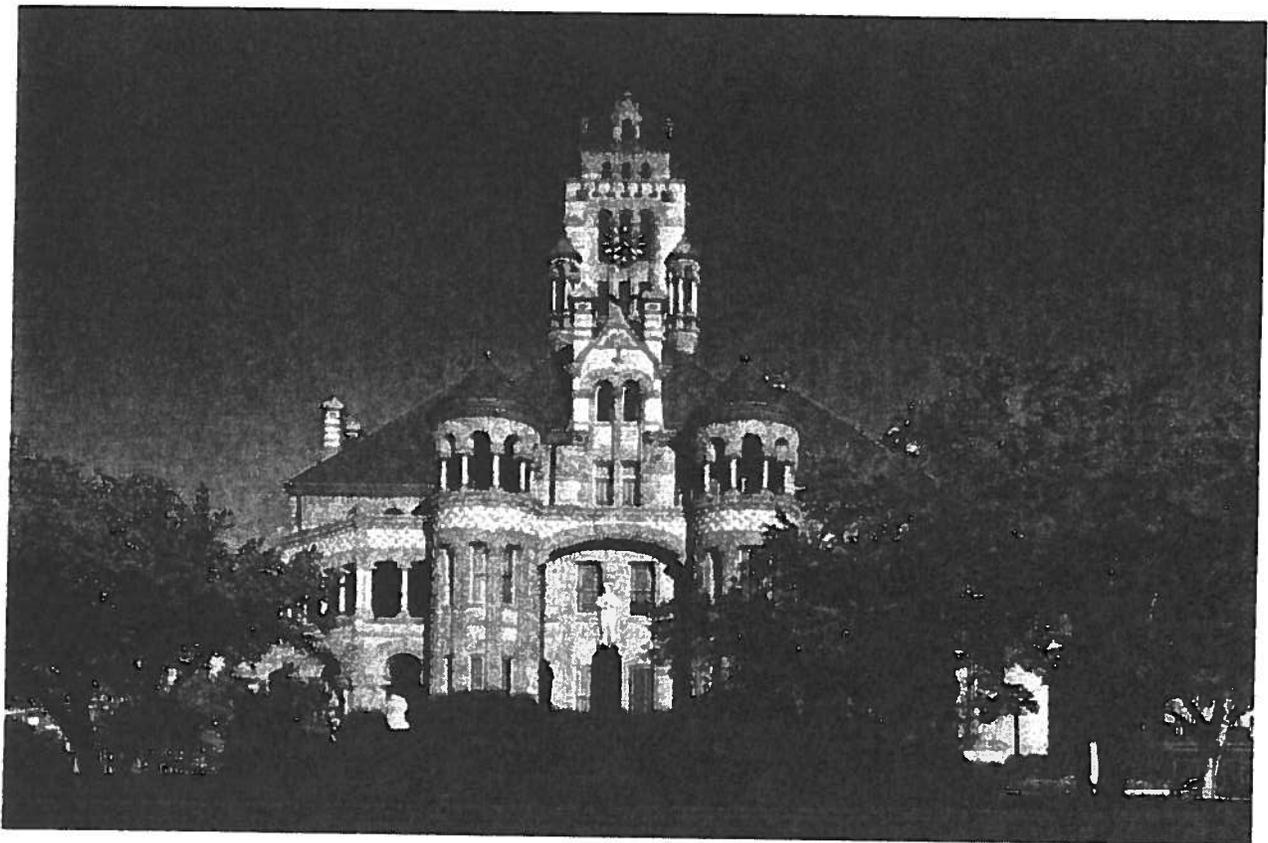


Table of Contents

| | |
|---|--------------|
| SECTION I - OVERVIEW & DEFINITIONS | 3 |
| Section I. A - Introduction | 3 |
| Section I. B - Definitions | 3 |
| SECTION II - PERMIT APPLICABILITY AND COVERAGE | 6 |
| Section II. A - Urbanized Area | 6 |
| Section II. B - Regulatory Mechanism Restrictions for Counties | 6 |
| Section II. C - Economic Feasibility of Best Management Practices | 6 |
| SECTION III - STORM WATER MANAGEMENT PLAN (SWMP) | 7 |
| Section III. A - Plan Overview | 7 |
| Section III. B - Participants in Ellis County's MS4 Program | 7 |
| Section III. C - Storm Water Management Plan | 7-14 |
| 1. Public Education and Outreach | |
| 2. Public Involvement/Participation | |
| 3. Illicit Discharge Detection and Elimination | |
| 4. Construction Site Storm Water Runoff Control | |
| 5. Post Construction Storm Water Management in New Development and Redevelopment | |
| 6. Pollution Prevention/Good Housekeeping for Municipal Operations | |
| SECTION IV - RECORD KEEPING & ANNUAL REPORTS | 15 |
| Section IV. A - Record Keeping | 15 |
| Section IV. B - Annual Reports | 15 |
| APPENDIX A - STAFF CONTACT INFORMATION | 16-17 |
| APPENDIX B - MAPS | 18-22 |

SECTION I - OVERVIEW & DEFINITIONS

Section I. A - Introduction

Phase I of the U.S. Environmental Protection Agency's (EPA) municipal storm water programs was promulgated in 1990 under the authority of the Clean Water Act (CWA). Phase I relied on the National Pollutant Discharge Elimination System (NPDES) permit coverage to address storm water runoff pollutants from medium and large Municipal Separate Storm Sewer Systems (MS4), serving populations of 100,000 or greater.

The Storm Water Phase II Final Rule, which was promulgated in December of 1999, was the next step in the EPA's efforts to protect the nation's water resources from polluted storm water runoff. The Phase II program requires local governments (small MS4s in urbanized areas) to implement programs and practices to control pollution in storm water runoff, through the NPDES permit program. The program also requires Phase II local governments to obtain a permit. There are significant penalties (up to \$27,500 per day) for non-compliance with permit provisions.

The Texas Commission on Environmental Quality (TCEQ) is now authorized by the EPA to issue and enforce the Texas Pollutant Discharge Elimination System (TPDES) storm water permit, in lieu of a federal permit. Phase II local governments in Texas must apply for their permits from TCEQ within 180 days of the general permit effective date of December 13, 2013. The permit term is not to exceed five (5) years: December 13, 2013 - December 13, 2018. The Notice Of Intent (NOI), application and SWMP cover sheet are attached preceding this SWMP.

Section I. B - Definitions

Best Management Practices (BMP) - schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, waste disposal, or drainage from raw material storage areas.

Clean Water Act (CWA) - The Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, and Pub. L. 97-117, 33 U.S.C. 1251 et. seq.

Construction Activity - Soil disturbance, including clearing, grading, and excavating; and not including routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt

roads, overlays of existing roads, full-depth reclamation of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

Illicit Discharge - any discharge to a municipal separate storm sewer that is not entirely composed of storm water, except discharges pursuant to this general permit or a separate authorization and discharges resulting from emergency firefighting activities.

Maximum Extent Practicable (MEP) - level of effort required of a local government when implementing a BMP. This is a technology-based discharge standard for MS4s to reduce pollutants in storm water discharges that was established by CWA § 402(p). A discussion of MEP as it applies to small MS4s is found at 40 CFR 122.34.

Minimum Control Measure (MCM) - Any BMP or other method used to prevent or reduce the discharge of pollutants to waters of the State and/or U.S. that accomplishes the minimum required reduction in the discharge of pollutants.

MS4 Operator - The public entity or the entity contracted by the public entity, responsible for management and operation of the small municipal separate storm sewer system that is subject to the terms of the general permit. For the purposes of this application the MS4 Operator is Ellis County.

National Pollutant Discharge Elimination System (NPDES) Permit - National program for issuing, modifying, revoking and reissuing, terminating, imposing, and enforcing requirements, under sections 307, 318, 402, and 405 of the Clean Water Act (Federal Water Pollution Control Act, as amended in 1977).

Non-traditional Small MS4 - A small MS4 that often cannot pass ordinances and may not have the enforcement authority like a traditional small MS4 would have to enforce the storm water management program (SWMP). Examples of non-traditional MS4s include counties, transportation authorities (including the Texas Department of Transportation), municipal utility districts, drainage districts, military bases, prisons, and universities.

Notice of Change (NOC) - A written notification from the permittee to the executive director providing changes to information that was previously provided to the agency in a notice of intent.

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under the general permit.

Outfall - A point source at the location where a small MS4 discharges to waters of the U.S. and does not include open conveyances connecting two municipal separate storm sewers, or pipes,

tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S.

Permittee - The MS4 Operator authorized under this general permit.

Redevelopment - Alterations of a property that changed the "footprint" of a site or building in such a way that there is a disturbance equal to or greater than one (1) acres of land. This term does not include such activities as exterior remodeling, routine maintenance activities, and linear utility installation.

Small Municipal Separate Storm Sewer System (MS4) - For the purposes of this application, a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (a) Owned by the MS4 Operator (Ellis County);
- (b) Designed or used for collecting or conveying storm water;
- (c) Which is not a combined sewer;
- (d) Which is not part of a publicly owned treatment works (POTW) as defined in 40 CFR § 122.2; and
- (e) Which was not previously regulated under a NPDES or a TPDES individual permit as a medium or large MS4, as defined in 40 CFR §§ 122.26(b)(4) and (b)(7).

Storm Water Management Program (SWMP) - A comprehensive program to manage the quality of discharges from the municipal separate storm sewer system.

Texas Pollutant Discharge Eliminations System (TPDES) Permit - The State of Texas version of the NPDES Permit, which is authorized by the U.S. EPA. Cities and Counties are currently required to obtain storm water permits from the Texas Commission on Environmental Quality (TCEQ) and comply with State storm water rules.

Urbanized Area (UA) - An area of high population density that may include multiple small MS4s as defined and used by the U.S. Census Bureau in the 2000 and the 2010 Decennial census.

Waters of the United States (Waters of the U.S.) - According to and adapted from 40 CFR § 122.2 for the purposes of this application: All waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce.

SECTION II - PERMIT APPLICABILITY AND COVERAGE

Section II. A - Urbanized Area (UA)

The TPDES Permit is applicable and covers only that portion of Ellis County which is unincorporated and that is identified as an urbanized area. As this is a permit renewal, the 2010 census UA is now applicable to the permit area coverage instead of the original 2000 census Urbanized Area. The 2010 census UA map may be found on the U.S. Census Bureau website at:

http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/ua22042_dallas--fort_worth--arlington_tx/DC10UA22042.pdf. Additional maps may be found in Appendix B.

The Ellis County (also known as the Operator) Storm Water Management Plan (SWMP) is only applicable to the unincorporated UA of Ellis County; however, portions of the SWMP may be voluntarily implemented over a larger portion of the unincorporated area.

Section II. B - Regulatory Mechanism Restrictions for Counties

State law does not grant most Texas counties the ability to create and enforce ordinances, such as the ordinances that cities are required to create to meet the TPDES permit requirements. However, Ellis County will exercise the authority it does possess to the best of its ability in order to comply with these requirements. If the Operator observes a violation that is not enforceable by the County, a notice will be sent to the violator, and if the violation is not corrected within an appropriate amount of time (usually 7-10 days), the Operator will report the violation to the TCEQ for action.

Section II. C - Economic Feasibility of Best Management Practices

According to the Texas Department of Transportation (TxDOT), Ellis County is classified as an economically disadvantaged county. According to the 2014 Economically Disadvantaged Counties Program - District/Region Handbook, an economically disadvantaged county is one that has below average per capita taxable property value, below average per capita income, and above average unemployment in comparison to other counties in the State of Texas.

Since Ellis County meets all of the above criteria, some BMPs, including, but not limited to water sampling and testing, promotional giveaways, radio/TV air time, and mass mail-outs, may not be economically feasible for the Operator to implement.

SECTION III - STORM WATER MANAGEMENT PLAN

Section III. A - Plan Overview

To the extent allowable under State and local law, Ellis County's Storm Water Management Plan (SWMP) was developed and will be implemented according to the requirements of Part III of the TPDES General Permit No. TXR040000, for storm water discharges. This SWMP was developed to prevent pollution of storm water in drainage systems to the Maximum Extent Practicable (MEP). The best management practices (BMPs) from the previous permit's SWMP that are deemed appropriate will be continued and will be implemented continually, annually, or in phases throughout the five (5) year permit term along with any new BMPs for the current permit term. This SWMP addresses the five Minimum Control Measures (MCMs) as required by the updated State regulations.

Section III. B - Participants in Ellis County's MS4 Program

This SWMP was developed by Ellis County staff with relevant storm water experience. Responsibility for implementing this SWMP is shared between the following County Departments: Engineering, Development, Emergency Management/Fire Marshal, and the four Road and Bridge Precincts. Other participants may include the Ellis County Sheriff's Office, the Ellis County Master Gardeners' Association, the United States Department of Agriculture (USDA) Waxahachie Field Office, and other offices and agencies as the program continues to develop. Contact information for the various staff members responsible for implementing this program can be found in Appendix A.

Section III. C - Storm Water Management Plan

1. Public Education, Outreach, and Involvement MCM

The Operator's goal for this minimum control measure is to effectively reach out to the public, raise awareness for the causes and sources of storm water pollution, warn the public of the hazards associated with storm water pollution, and actively involve the public in the prevention of storm water pollution. Some of the issues that are addressed in this MCM include pet waste pollution, oil dumping and other illegal dumping, organic debris, excess lawn irrigation, excess crop and lawn fertilization, etc. The target audiences for education and outreach may range from elementary school children to suburban parents and retired adults. The County will also reach out to developers and contractors and encourage them to do their part in preventing storm water pollution.

a. Activity, Measurable Goal, and Date: Distribution of Educational Materials

The Operator will continue to distribute educational and promotional resources, such as fact sheets, brochures, bookmarks, etc. obtained from reputable sources, like the North Central Texas Council of Governments (NCTCOG), TCEQ, and EPA, or

new material will be developed by storm water staff. These materials will be available in various County Departments, which may include, but are not limited to Engineering, Development, County Clerk, and Law Library. The Operator will print 500 of these educational materials and pollution prevention promotional materials for distribution each year for the duration of the permit term.

b. Activity, Measurable Goal, and Date: *Development of Educational Materials*

Storm water staff will develop or obtain new educational and promotional materials (see part (a.) above) and/or update existing materials annually so that a total of at least five (5) different resources are available for distribution by the end of the permit term.

c. Activity, Measurable Goal, and Date: *Ellis County Master Gardeners' Association Lawn and Garden Expo*

Ellis County will participate in the annual Lawn and Garden Expo that is facilitated by the Master Gardeners' Association for the duration of the permit term, unless this activity becomes economically infeasible. Should that situation arise, the Operator will develop an alternative and will submit a Notice of Change (NOC) with that year's annual report. The Operator will coordinate with the Ellis-Prairie Soil and Water Conservation District and the Texas State Soil and Water Conservation Board for the use of a 3D watershed model that is used for storm water pollution demonstrations. Displays, handouts, and demonstrations will be targeted at adults and children of all ages. In addition, resources from (1)(a) will be distributed at the Lawn and Garden Expo. Other pertinent materials, such as maps and pet waste brochures, may also be displayed and distributed as deemed appropriate by storm water staff.

d. Activity, Measurable Goal, and Date: *Ellis County Website*

The Operator will provide storm water information to the public via the storm water page on the Ellis County Website: <http://www.co.ellis.tx.us/index.aspx?nid=425>. Links to websites with information on storm water pollution prevention will be provided for convenience to the public. These may include links to agencies such as EPA, TCEQ, NCTCOG, and Texas Smartscape. Downloadable documents (PDFs) such as maps and educational presentations will also be made available via this webpage.

e. Activity, Measurable Goal, and Date: *Social Media*

The Operator will begin utilizing social media to promote storm water pollution prevention by the end of permit year two (2). Staff will promote the Texas Smartscape website and the Ellis County Storm Water webpage at least three (3) times per year after activation of a social media account, along with notifying the public about storm water related events, such as the Lawn and Garden Expo (see (1)(b)), and other community events. The public will also be notified when the annual report will be available for public comment.

f. Activity, Measurable Goal, and Date: *Public Comment*

Each year the Operator will solicit public comments on the annual report after it is submitted to the TCEQ by advertising in a community newspaper (in compliance with State public notice requirements) and posting a notification on the social media following year two (2) of this permit term. The public comment period will typically last for thirty (30) days. The citizens of Ellis County will be able to access the annual report by downloading a PDF from the Ellis County website. The input of the citizens will be taken into account when assessing the program's effectiveness each year. A discussion item for the annual report will also be placed on a Commissioners' Court agenda following submission of the report to TCEQ.

g. Activity, Measurable Goal, and Date: *Citizens Reports*

The Operator will continually keep records of citizens' reports and will post contact numbers and email addresses for both illegal dumping and storm water concerns on the storm water page of the Ellis County Website. Each report will be investigated and the appropriate response and/or course of action will be determined.

2. Illicit Discharge Detection and Elimination MCM

To the extent allowable under State law, Ellis County will develop and implement an illicit discharge detection and elimination program. Since Texas counties do not have the rights to create and enforce ordinances - in contrast to Texas cities - Ellis County is forced to seek alternate routes when enforcement is needed. All violations will be reported to the TCEQ regional office in Fort Worth, Texas. If the source of an illicit discharge is a malfunctioning on-site sewage facility, the County will apply the appropriate corrective actions and enforcement.

Most County MS4s are composed of open drainage ditches - as opposed to underground pipe networks - therefore, the detection of illicit connections is not necessary for County MS4 operations. The measurable goals for this MCM are primarily related to the detection and elimination of discharges within County maintained drainage ditches and other types of open channels.

a. Activity, Measurable Goal, and Date: *Outfall Map*

Staff will develop an updated map of the Operator's storm sewer system outfalls in the urbanized area and a downloadable version of the map will be placed on the Ellis County website (see (1)(d) above). The map will include the names and locations of any waters of the U.S. receiving these outfalls in addition to the locations of all outfalls in the regulated area. A large printed version of the map will

be available for viewing in the Engineering Department located in the Ellis County Courts and Administration building.

b. Activity, Measurable Goal, and Date: *Drainage System Monitoring*

Ellis County will inspect at least twenty (20) outfalls during each permit year, changing which outfalls are inspected each year. Documentation of these inspections will be kept and will be available in the Department of Development. All outfalls will have been inspected at least once during the five (5) year permit term. Any maintenance issues will be reported to the corresponding Road and Bridge Precinct for correction.

c. Activity, Measurable Goal, and Date: *On-site Sewage Facilities*

The Ellis County Department of Development will continue to require permits for new on-site sewage facilities and will continue to keep records of all filed complaints relating to on-site sewage facilities. Filed complaints will also be investigated by staff within a reasonable amount of time. Following the outcome of the investigation, the appropriate course of action will be determined and pursued according to Ellis County policy.

d. Activity, Measurable Goal, and Date: *Illegal Dumping*

The Ellis County Emergency Management Department will continue to receive calls via the department main line (see Appendix C) and keep records of illegal dumping complaints. All complaints will be investigated within a timely manner, and legal action will be taken if necessary.

3. Construction Site Storm Water Runoff Control MCM

To the extent allowable under State law, the Operator will continue implementing its modified inspection and enforcement program. Any violations outside the enforcement authority of the County will be reported to the TCEQ. The Operator will continue keeping records for all applicable measurable goals under this MCM and documentation for this MCM will be kept in a location within the Ellis County Historic Courthouse and/or the Ellis County Courts and Administration Building where it will be readily available to storm water staff and the public, if an open records request is submitted. This MCM also includes utilizing the appropriate structural controls during new County construction activities, and ensuring that the County is in compliance with TCEQ construction storm water regulations.

- a. Activity, Measurable Goal, and Date: NOI File for Construction
The Operator will continue to keep a file of the copies of all NOIs that are submitted to TCEQ for large construction activities within the unincorporated area, regardless of whether the activities are taking place in the UA. This will help ensure that construction site operators are in compliance with TCEQ regulations regarding construction site storm water.
- b. Activity, Measurable Goal, and Date: Voluntary Site Inspections
The Operator will conduct voluntary inspections - using accepted County procedures - of at least 50% of construction activities within the unincorporated UA during each permit year. If any violations of construction storm water regulations are observed, the site operator will be given written notice, and if corrections are not made within a reasonable amount of time (usually 7-10 days), the Operator will notify the TCEQ of the violation. Records will be kept of all notices of violation that are sent to the site operators along with all notifications of violations that are sent to the TCEQ.
- c. Activity, Measurable Goal, and Date: Subdivision Regulations
If it is deemed within the legal authority of the County, the Operator will update the subdivision regulations to include stipulations for construction activities of less than one (1) acre to include the use of structural erosion and sediment controls until at least 70% vegetated coverage is attained. This update to the subdivision regulations, among other updates, will be completed by the end of the third (3rd) permit year.
- d. Activity, Measurable Goal, and Date: Site Plan Review
The Operator will continue to review all site plans, plats, and storm water pollution prevention plans prior to construction for all new subdivisions within the unincorporated area of Ellis County, regardless of whether the new developments are located within the UA.
- e. Activity, Measurable Goal, and Date: County Construction
If any County operated construction activities disturbing more than one acre (not including routine maintenance of County roads) should occur, then the County will comply with all TCEQ regulations regarding storm water and construction. This includes preparing and submitting an NOI if applicable, completing a storm water pollution prevention plan (SWPPP), and conducting inspections every fourteen (14) days and within 24 hours of a storm event with at least one-half (1/2) inch of rainfall until substantial completion of construction and 70% vegetative cover is achieved.

Records of all inspections will be kept within the SWPPP as is required by the TPDES Construction General Permit TXR150000.

f. Activity, Measurable Goal, and Date: *Storm Water Staff Training*

The Operator will ensure that at least one member of the storm water staff team receives relevant storm water training at least bi-annually during the permit term. This may include topics such as construction site run-off regulations, effective and economic BMPs for construction activities, requirements for MS4 Operators, etc.

4. **Post Construction Storm Water Management in New Development and Redevelopment MCM**

As stated in our previous SWMP, the intent of this MCM is to minimize storm water pollutants in new developments and redevelopments within the unincorporated urbanized area. The Operator will continue to encourage developers to utilize open, grass-lined, drainage ditches in new developments as well as redevelopments, which will allow for slower runoff velocities and for more storm water to be absorbed into the soil. The County will also encourage the use of more permanent storm water controls, such as detention/retention basins and auxiliary channels. The Operator will also encourage the use of water efficient landscaping techniques and development within the 100-year flood plain will continue to be prohibited.

a. Activity, Measurable Goal, and Date: *Pervious Drainage Systems*

The Operator will continue to encourage the design and use of pervious drainage systems instead of curb and gutter systems or concrete lined channels in new developments and redevelopments within the entire unincorporated area of Ellis County. Developers will also be encouraged to use rock riprap or other methods of reducing run-off velocity at the entrances and exits of culverts and channels along with flattening the slope in steep channels. Both of these measures will help to ensure that runoff velocity remains slow enough to minimize erosion.

b. Activity, Measurable Goal, and Date: *Texas Smartscape Promotion*

The Operator will continue to promote the Texas Smartscape website and landscaping philosophy (see (1)(d) and (e)), which utilizes native plants and grasses that do not require irrigation to flourish. An informational PowerPoint presentation on the Texas Smartscape philosophy and water efficient landscaping in general - developed by storm water staff - will be placed on the storm water page of the Ellis County website (see also (1) (d)).

c. Activity, Measurable Goal, and Date: *Subdivision Regulations*

In addition to the proposed update in section (4)(c.), and if the law allows, Ellis County will continue requiring that the amount of run-off post-development remains the same as the amount of run-off predevelopment for proposed subdivisions and other types of developments. The use of detention/retention facilities auxiliary channels will be encouraged in order to achieve this goal. Updates will be made as needed to this of the new regulations.

d. Activity, Measurable Goal, and Date: *Operations and Maintenance*

Ellis County will continue its maintenance program of pervious drainage systems adjacent to County Roads in all developments within the unincorporated area and will document these operations. These operations may coincide with the activities associated with section (2)(d) above. If certain structural controls resulting from new development or redevelopment cannot be lawfully maintained by Ellis County, then the appropriate entity will be notified if a need for maintenance is observed by County staff. Examples of this may include detention/retention facilities and auxiliary channels that are outside of County right-of-way. Records of applicable operations and maintenance activities will be kept by the individual Road and Bridge Precinct offices. Any storm water related violations that are observed during regular operations and maintenance activities will be subject to the enforcement processes in section (3)(b) of this SWMP.

5. **Pollution Prevention/Good Housekeeping for Municipal Operations MCM**

Ellis County will continue its efforts in preventing and minimizing storm water pollution during municipal operations to the maximum extent practicable. Most of Ellis County's municipal operations are related to transportation infrastructure; therefore the departments that are affected the most by this MCM are the four Road and Bridge Precincts. Some of the BMPs for this MCM include training Road and Bridge employees annually and surveying Road and Bridge facilities and/or activities. However, since the Operator is a Texas county, some Road and Bridge Precinct operations are exempt from construction storm water regulations. Any waste produced from operations and maintenance will be disposed of in the proper fashion, depending on the source and components of the waste. Contractors hired by the Operator will be required to comply with all TCEQ regulations regarding storm water.

- a. Activity, Measurable Goal, and Date: *Employee Training*
Each year during the permit term, storm water staff will conduct educational seminars at each of the four Road and Bridge Precinct locations. The Road and Bridge crews will receive training on a different topic each year, such as Fleet Maintenance, Solid Waste, and Materials Storage and Spill Prevention. The Operator will use resources found on the NCTCOG website for these educational seminars, and these resources will be adapted to the Operator's unique needs.

- b. Activity, Measurable Goal, and Date: *County Operations Survey*
Storm water staff will conduct facilities and operations surveys at appropriate locations, including the Road and Bridge Precinct facilities, in permit years one (1), three (3), and five (5). This will help to ensure that regular County operations and procedures have minimal impacts on storm water. Inspections will be conducted at Road and Bridge Precinct facilities and during regular Road and Bridge operations on County roads, bridges, and open drainage conveyances. Inspections may also be conducted during other County operations as needed.

- c. Activity, Measurable Goal, and Date: *Good Housekeeping BMPs*
Ellis County will continue its commitment to reducing storm water pollution by ensuring that the appropriate structural controls, such as sediment fence, hay swales, and small rock berms, are utilized during any significant County construction activities (i.e. new County facilities built by contractors). This does not include routine maintenance and/or reconstruction of County roads and drainage systems, as these activities are not considered to be construction activities. However, the Precinct crews will be encouraged to minimize impacts to storm water as much as is feasible. All Road and Bridge Precinct crews will also continue to maintain the County's pervious drainage systems (see (4)(d)) to reduce pollution (i.e. sediment, floatables, and debris) and ensure proper flow during storm events.

- d. Activity, Measurable Goal, and Date: *Storm Water Facilities Inventory*
Ellis County will update and maintain an inventory of culverts and roads that was created by County staff in 2010. The 2010 inventory was not part of the SWMP for the previous permit, but it will be included in this and future SWMPs. This will help ensure that the location of all County maintained culverts is documented along with keeping the outfall map up-to-date if any new outfalls are added during development.

SECTION IV - RECORD KEEPING & ANNUAL REPORTS

Section IV. A - Record Keeping

Ellis County will maintain all records, a copy of the TPDES General Permit, and all data used to complete the application and NOI for this permit, for the length of this permit term, which is five (5) years. A copy of the Storm Water Management Plan and supporting documents will be maintained and updated as needed in the Ellis County Engineering Department and other departments as necessary. See Appendix A for location and staff contact information. Records of citizen reports, enforcement actions and other documentation as necessary for the implementation of this SWMP will be kept in the appropriate County department. The Operator will also make the collection of these records available to the public, if requested to do so in writing. The SWMP will be available within two (2) working days following receipt of the request from the public. Supporting documents for the SWMP will be provided within ten (10) working days following receipt of the request, unless the request requires an unusual amount of time or effort to assemble. In which case, Texas law regarding the Public Information Act will be followed. Reasonable charges, in accordance with Texas law, may be levied by the County for researching and preparing any requested materials.

Section IV. B - Annual Report

The Operator will submit a complete and concise annual report to the Executive Director of the TCEQ and a copy to the TCEQ Regional Office in Fort Worth, Texas within 90 days of the end of each calendar year during the permit term. Therefore, each permit year will begin on January 1, end on December 31, and the annual report will be submitted no later than March 31 of each year for the duration of the permit term. Copies of all annual reports for this permit term will be kept in a central file in the Ellis County Engineering Department.

APPENDIX A - STAFF CONTACT INFORMATION

MS4 Program Director

Joseph A. White, P.E. - County Engineer
109 S. Jackson St.
Waxahachie, TX 75165
Main: (972) 825-5112
Direct: (972) 825-5111

Department Contacts

Ellis County Assistant Engineer
109 S. Jackson St.
Waxahachie, TX 75165
Main: (972) 825-5112
Direct: (972) 825-5165

Judy Armstrong - Director, Department of Development
109 S. Jackson St.
Waxahachie, TX 75165
Main: (972) 825-5200
Direct: (972) 825-5206

Joe Stewart - Director, Emergency Management/Fire Marshal
109 S. Jackson St.
Waxahachie, TX 75165
Main: (972) 825-5555

Susan Soros - Administrative Assistant, County Judge's Office
101 W. Main St.
Waxahachie, TX 75165
Main: (972) 825-5011

Road and Bridge Precinct 1
600 N. IH 45 Bus.
P.O. Box 536
Palmer, TX 75152
Main: (972) 825-5330
Road and Bridge Precinct 2

1400 Oak Grove Rd.
Ennis, TX 75119
Main: (972) 825-5333

Road and Bridge Precinct 3
933 College St.
Italy, TX 76651
Main: (972) 825-5340

Road and Bridge Precinct 4
1011 Eastgate
Midlothian, TX 76065
Main: (972) 825-5305

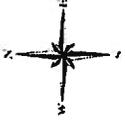
APPENDIX B - URBANIZED AREA MAPS

Map 1 - 2000 Urbanized Area within Ellis County

Map 2 - 2010 Urbanized Area within Ellis County

Map 3 - Comparison of 2000 and 2010 Urbanized Areas within Ellis County

Map 4 - Outfalls to Waters of the US maintained by Ellis County

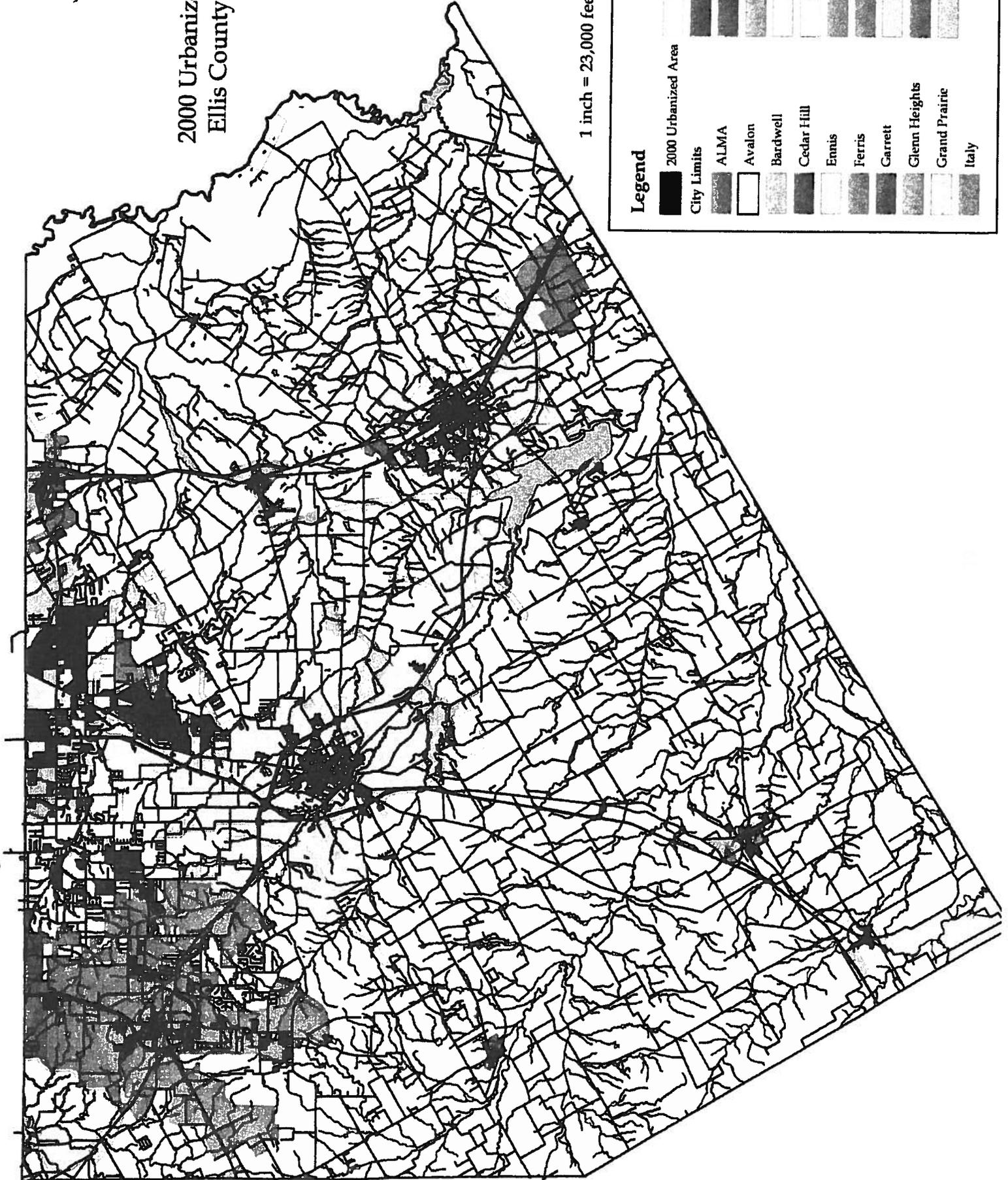


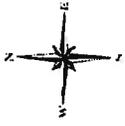
2000 Urbanized Area Ellis County, Texas

1 inch = 23,000 feet

Legend

| | | | |
|--|---------------------|--|------------|
| | 2000 Urbanized Area | | Mansfield |
| | City Limits | | Maypearl |
| | ALMA | | Midlothian |
| | Avalon | | Millford |
| | Bardwell | | Oak Leaf |
| | Cedar Hill | | Ovilla |
| | Ennis | | Palmer |
| | Ferris | | Pecan Hill |
| | Garrett | | Red Oak |
| | Glenn Heights | | Venus |
| | Grand Prairie | | Waxahachie |
| | Italy | | |



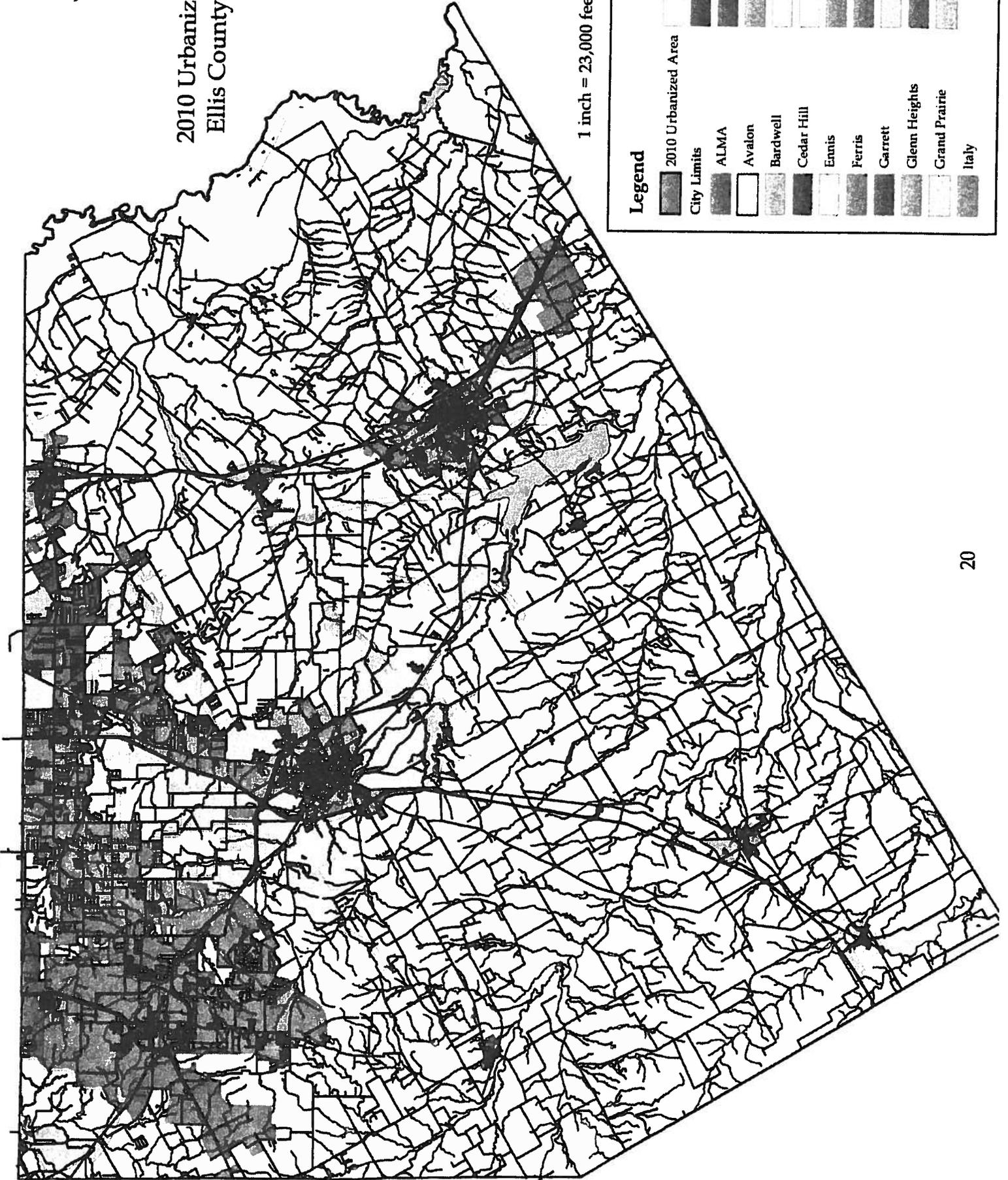


2010 Urbanized Area Ellis County, Texas

1 inch = 23,000 feet

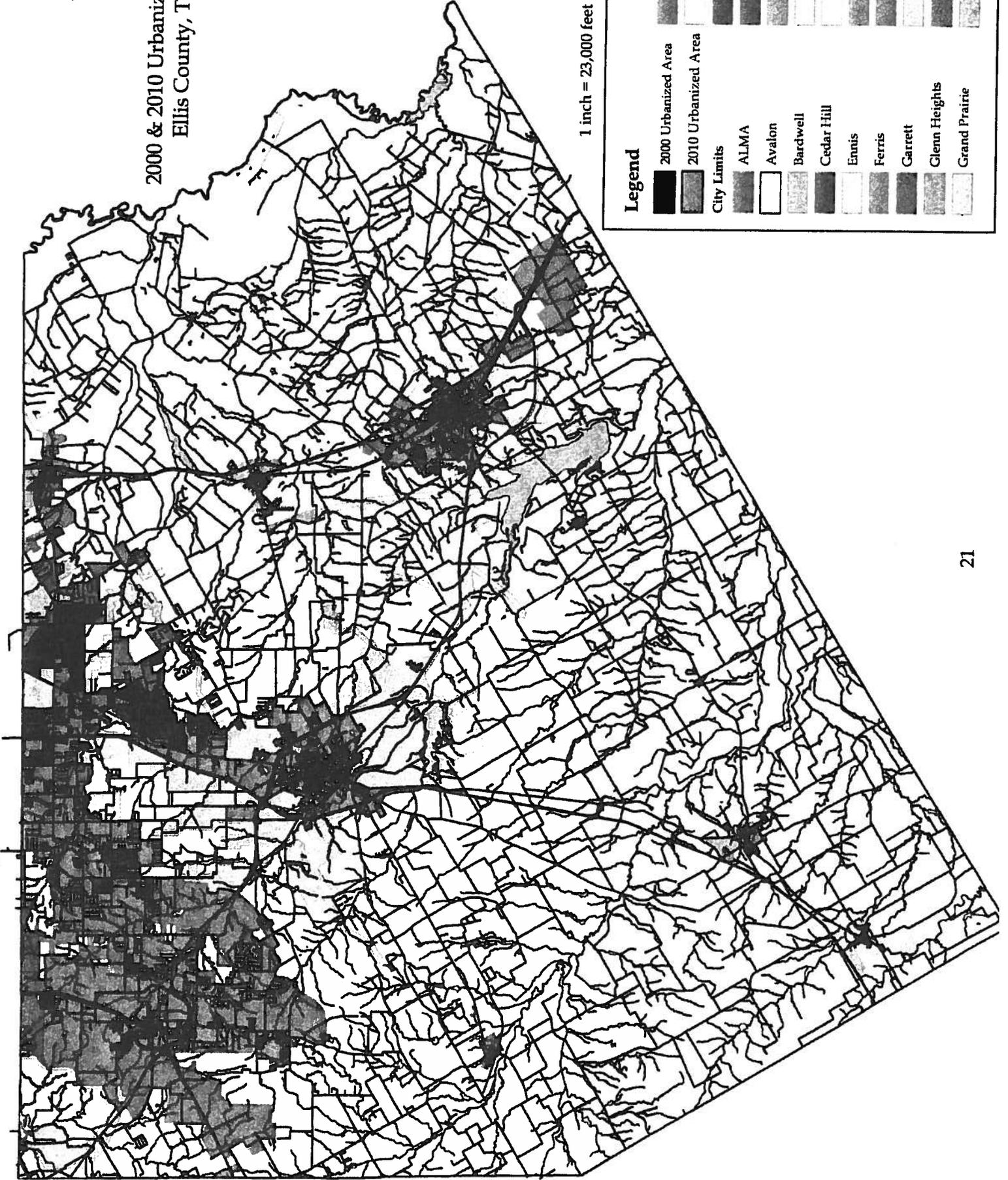
Legend

| | | | |
|--|---------------------|--|------------|
| | 2010 Urbanized Area | | Mansfield |
| | City Limits | | Maypearl |
| | ALMA | | Midlothian |
| | Avalon | | Milford |
| | Bardwell | | Oak Leaf |
| | Cedar Hill | | Ovilla |
| | Ernis | | Palmer |
| | Ferris | | Pecan Hill |
| | Garrett | | Red Oak |
| | Glenn Heights | | Venus |
| | Grand Prairie | | Waxahachie |
| | Italy | | |





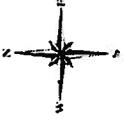
2000 & 2010 Urbanized Areas
Ellis County, Texas



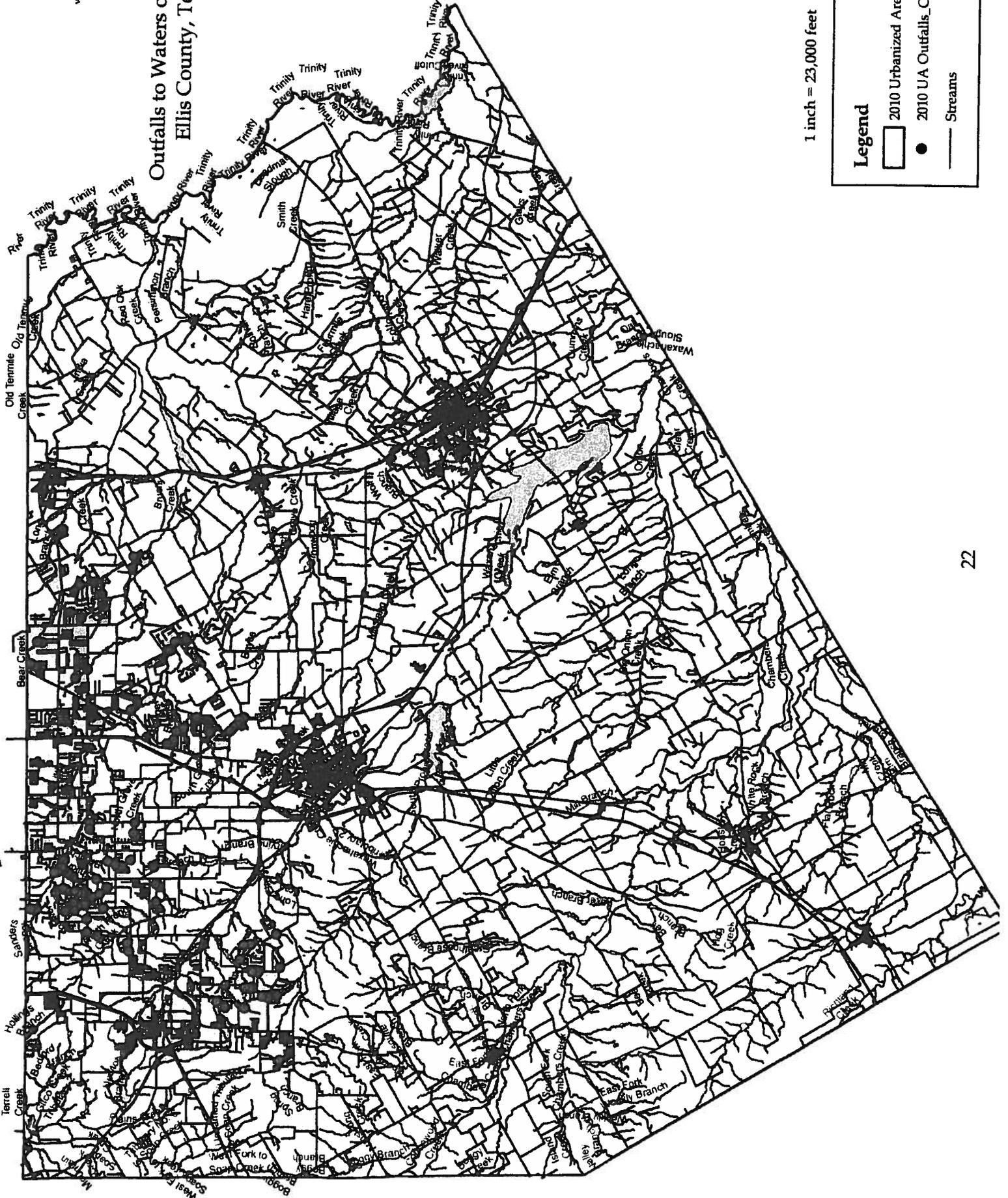
1 inch = 23,000 feet

Legend

| | | | |
|--|---------------------|--|-------------|
| | 2000 Urbanized Area | | Italy |
| | 2010 Urbanized Area | | Mansfield |
| | City Limits | | Maypearl |
| | ALMA | | Midlothian |
| | Avalon | | Millford |
| | Bardwell | | Oak Leaf |
| | Cedar Hill | | Ovilla |
| | Ennis | | Palmer |
| | Ferris | | Pecan Hill |
| | Garrett | | Red Oak |
| | Glenn Heights | | Venus |
| | Grand Prairie | | Waxahatchie |



Outfalls to Waters of the US Ellis County, Texas



1 inch = 23,000 feet

Legend

- 2010 Urbanized Area
- 2010 UA Outfalls_Clip
- Streams

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road & Bridge, Pct. 3

Basis of Authority to Provide Service: *Interlocal Agreement dated:* 09-23-13

per Commissioners Count Minute Order 351.13

Local Government Requesting Service: City of Maypearl

Description of Project to be Undertaken: Reclaim & chipseal roads & patch other streets within the city limits

Location of Project to be Undertaken: Second Street, Third Street, Bowers Street & patch other streets within the city limits.

Requested by: Adele Mooney

Department: Mayor

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 2013/2014.

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 19th day of May, 2013/2014.

Signature: Adele Mooney

Title: Mayor

On Behalf of: City of Maypearl

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road & Bridge, Pct. 3

Basis of Authority to Provide Service: *Interlocal Agreement dated:* 10-14-13

per Commissioners Count Minute Order 364.13

Local Government Requesting Service: City of Italy

Description of Project to be Undertaken: Reclaim & chipseal roads

Location of Project to be Undertaken: 1) Harpold Street & 2) Harris Street
between Hardeman and Dilworth streets

Requested by: Teri Murdock

Department: City Secretary/Administrator

**APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2013/2014.**

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 19 day of May, 2013/2014.

Signature: Teri W. Murdock

Title: City Secretary/Administrator

On Behalf of: City of Italy