

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

A2

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: November 2014

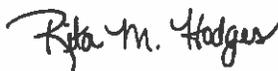
DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/3	Hillsboro, Waxahachie (deliver 4-H storyboards, 4-H Council, Diabetes Conference preparation, Better Living for Texans)	110		
11/4	Red Oak, Waxahachie (North Ellis County Outreach Services, Better Living for Texans, 4-H program)	46		
11/5	Waco, Waxahachie (Commissioners Court Conference, Master Wellness volunteers, Diabetes Conference preparation, 4-H Food Show preparation, Better Living for Texans)	156		
11/6	Red Oak, Waxahachie (Interpretation for State Senator John Wray, Diabetes Conference, Master Wellness volunteers, 4-H Food Challenge preparation, Better Living for Texans)	70		
11/7	Waxahachie (Master Wellness volunteers, 4-H Food Challenge preparation, Better Living for Texans)	11		
11/10	Ennis, Waxahachie (Golden Circle-health program, 45-H Food Challenge preparation, Better Living for Texans)	62		
11/12	Waxahachie (4-H Food Challenge preparation, Ferris Heights United Methodist Church, Master Wellness volunteers, Waxahachie C.A.R.E., Better Living for Texans)	34		
11/13	Waxahachie (4-H Food Challenge, Ferris Heights Methodist Church, 4-H Food Challenge preparation, Better Living for Texans)	47		
11/14	Waxahachie (Better Living for Texans, 4-H)	15		
11/17	Waxahachie (4-H Fashion Show preparation, Better Living for Texans, Master Wellness volunteers, Senior Citizens)	27		
11/18	Belton (District 4-H Fashion Show Contest)	240		
11/19	Waxahachie (4-H Fashion Show, Master Wellness Volunteers, Do Well Be Well With Diabetes, Better Living for Texans)	11		
11/20	Waxahachie (Better Living for Texans-Presbyterian Children's Home, 4-H, Master Wellness volunteers)	17		
11/21	Waxahachie (4-H, Master Wellness volunteers, Better Living for Texans)	9		
		855		

Other expenses in field (list)

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

Date: December 1, 2014

Signed:



EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 855

Selected major activities since last report

November 2014

- 11/3 4-H Council Meeting (13)
- 11/3 4-H Adult Leader Meeting (10)
- 11/5 Commissioners Court Conference, Waco-took Master Wellness Volunteer to speak on the Master Wellness Volunteer program.
- 11/6 Interpretation for Senator John Wray-briefed him on FCS programs in Ellis County.
- 11/6 Better Living for Texans-Presbyterian Children's Home Single Parent program-food preparation skills practiced as well as reading labels. (9)
- 11/6 Diabetes Conference-nutrition and counting carbohydrates, neuropathy, foot care, food demonstrations. (30)
- 11/7 United Way hearing for 4-H funding.
- 11/9 Ennis Healthy Lifestyles program-talked about how healthy lifestyles can increase longevity and quality of life, demonstrated strength exercises. (20)
- 11/13 Ellis County 4-H Food Show/Food Challenge-30 contestants and 30 parents/volunteers. (60)
- 11/18 District 8 4-H Duds to Dazzle Contest, Belton; Ellis County had 2 teams in competition (6 youth & 3 adults)
- 11/18 District 8 4-H Fashion Show, Belton; Ellis County had 12 contestants (16 youth and 10 adults)
- 11/20 Better Living for Texans-Presbyterian Children's Home Single Parent program-food safety for holiday cooking. (8)

Educational Programming:

Programs	8
Participants	176

Educational Contacts:

Site Visits-FCS	8
Telephone	139
Office Visits	28
E-mails	653
Newsletters/Letters	298

Media Outreach:

News Releases	5
Website	140
Facebook	42

Major plans for next month:

- 12/2 Do Well, Be Well With Diabetes, Avalon
- 12/4 Do Well, Be Well With Diabetes, Avalon
- 12/4 Better Living for Texans-Presbyterian Children's Home Single Parents
- 12/5 Ellis/Navarro Counties Christmas Dance/Party
- 12/9 Do Well, Be Well With Diabetes, Avalon
- 12/10 District 8 4-H Challenge, Belton

12/11 Do Well, Be Well With Diabetes, Avalon
12/10-11 Do Well Be Well With Diabetes Training
12/16 Master Wellness Volunteers Meeting
12/18 Better Living for Texans-Presbyterian Children's Home Single Parents

Rita Hodges
Name

Ellis
County

County Extension Agent - Family & Consumer Sciences
Title

12/01/14
Date

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

NAME: Mark Arnold
COUNTY: Ellis

TITLE: County Extension Agent – Agriculture
MONTH: November 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/1	Waxahachie area-Commercial Heifer Show/Sale	15		
11/7	West United Way Hearing	6		
11/8	Waxahachie-Belton-D-8 Holiday Classic	139		
11/9	Belton-Waxahachie-D-8 Holiday Classic	137		
11/9	Waxahachie-Boerne-4-H Sheep Project Selection	225		
11/10	Boerne-Midlothian-return- 4-H Sheep Project Selection	247		
11/10	Waxahachie-Bardwell area- State Heifer Validation	23		
11/11	Waxahachie area-Maypearl area-Master Gardener Meeting/Training State Heifer Validation	72		
11/12	Waxahachie area-Row Crop CEU Program	6		
11/15	Waxahachie area-County Sheep & Goat Validation	16		
11/24	Waxahachie-Ennis-Italy-return- Major Show Swine Validation	182		
11/25	Waxahachie area-Beef Project Workshop	17		
		1085		

Other expenses in field (list)

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

Date: December 3, 2014

Signed: _____

Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 1085

Selected major activities since last report

November 2014

- 11/1 Ellis County Youth Expo Commercial Heifer Show & Sale. 11 area youth beef producers exhibited and sold 22 replacement heifers to area producers for an average of \$1700 per head during the first annual Ellis County Youth Expo Commercial Heifer Show & Sale.
- 11/2-3 TCAAA Animal Industries Committee Meeting, Austin. Agent served as Chairman of this committee and met with the members, Ag Science Teacher and Major Stock Show officials to discuss suggestions, recommendations and upcoming changes for 2015 Major Livestock Shows and the 4-H/FFA Youth Livestock Program.
- 11/6 Agents and District 8 DEA, Donald Kelm met with upcoming State Representative John Wray to highlight area Extension programming and to provide total program interpretation.
- 11/7 Agent met with the Board of Directors for the West Ellis County United Way to present formal request for United Way funding for the 2015 year. 4-H program highlights and accomplishments were presented.
- 11/8-9 District 8 Holiday Classic Livestock Show & Educational Program. Agent assisted event organizer as needed and provided assistance and guidance to 30 Ellis County 4-H members, leaders and parents in attendance. This event is targeted towards the new and a more inexperienced livestock exhibitor and their families.
- 11/9-10 4-H Sheep & Goat Project Selection. Assisted 2 families in selection of sheep projects for the Ellis County Youth Expo in April.
- 11/10-13 State Heifer Validation. Agent worked with validation committee, 4-H, FFA beef heifer exhibitors, parents, leaders, and advisors to complete the validation process, making these heifer projects eligible for the spring major livestock shows. 40 Ellis County 4-H/FFA members
- 11/12 Fall Row Crop Program & CEU Conference. 35 area producers received CEU credit toward their TDA private, commercial, and non-commercial license during 5 hour program.
- 11/15 County Lamb & Goat Validation. Agent worked with show officials and other volunteers to conduct validation process for Ellis County 4-H/FFA exhibitors participate in the sheep and goat projects. 200 4-H/FFA members validated 250 sheep and goats for the Ellis County Youth Expo in April.
- 11/20-21 Assisted 7 Ellis County 4-H members in swine project selection for major and county shows during the annual NJSP Fall Classic at Duncan, Oklahoma.
- 11/24 Assisted swine validation committee, 4-H members, leaders and parents in completing the major show swine validation process. At least 10 Ellis County 4-H members will be exhibiting market barrows at one or more spring major livestock shows this spring.
- 11/13, 18, 19, 25, 26
Agent completed major show entries as needed. Over 50 Ellis County 4-H members registered to exhibit livestock projects at Fort Worth, San Antonio, San Angelo, Houston and Austin major livestock shows in the spring of 2015. These projects include market and breeding beef, dairy heifers, market and breeding swine and market sheep and goats.
- 11/25 4-H Beef Project Workshop. Assisted 19 4-H beef project members, leaders, and parents with daily feed management, internal and external parasite control and related issues as they prepare for spray livestock shows.

Educational Programming

Programs 4
Participants 160

Educational Contacts

Site Visits 4-H 15
Site Visits Ag 3
Telephone 111
MG/MN Telephone 42
Office Visits 28
E-Mails 2350
Newsletter/Letters 55
Faxes 7
E-Gardening Newsletters 1278

Media Outreach:

Website hits 176
News Releases 4
Facebook posts 42
MG/MN new releases 9
MG/MN magazine 2
MG TV/Radio 4

Major plans for next month

- 12/03 Farm Bill Educational Program
- 12/04 D-8 Row Crop Training/In-service-Hillsboro
- 12/05 Ellis/Navarro 4-H Dance/Christmas Party-Corsicana
- 12/09 Master Gardener Meeting/Training-Waxahachie
- 12/10 Ellis County Youth Expo Show Committee Meeting-Waxahachie
- 12/11 D-8 CEU Program-Waxahachie
- 12/13 County Swine Validation-Waxahachie
- 12/22 TCAAA Steer Classification Sub-Committee Meeting-Waco

Mark Arnold

Name
County Extension Agent - Agriculture
Title

Ellis
County
12/03/14
Date

F1

ELLIS COUNTY BUDGET
2014/2015 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
001-0230-50802-00000-000	Equipment	403

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0230-50803-00000-000	Furnitruer/Fixtures	403

Ken Gould
Signature of Department Head

12/10/14
Date Signed

Purchasing
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: Hallen 12/10/14

Needs court approval

F2

ELLIS COUNTY BUDGET
~~2012/2013~~ LINE ITEM ADJUSTMENT

2014 - 2015 *BR*

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2010/2011~~ Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Federal Forfeiture Fund Balance	\$3,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	\$3,000.00

C. Zank 11-23-14 042 / Sheriff's Fed Forfeiture
 Signature of Department Head Department

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

APPROVED THIS _____ DAY OF _____, 2014

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

Approved by County Auditor's Office: *Hollen 12/10/14*
Needs court approval

F3

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50560-00000-000	Compens/fringeliability/staffing	723

To fund the employment of a temporary court coordinator from November 17, 2014 through November 21, 2014 for County Court at Law # 2. \$16.00 per hour.

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0385-50502-00000-000	deputies salary	671
001-0385-50553-00000-000	fica/social security	52

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 _____, 2014/2015

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



ELLIS COUNTY TAX ASSESSOR COLLECTOR

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



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

F4

December 11, 2014

**Request for Approval of Overpayments
Commissioners' Court Date December 18, 2014**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Green Tree Outsourcing	232851	\$ 4,109.49

OK

Consent
agenda
tax refunds

1.1

Ellis County Department of Development
109 S. Jackson Street
Waxahachie, TX 75165

November 1, 2014

COPY

Re: Variance for Building Line and Utility Easement

To Whom It May Concern:

We would like to request a variance for the Building Line and Utility Easement on the north side of our property located at 1368 E. Highland Rd., Waxahachie, TX. Specifically, we request permission to build a 30 x 50 metal building with the foundation extending three (3) feet north of the north edge of our driveway. The Building Line runs through the middle of our existing driveway shown on the plat.

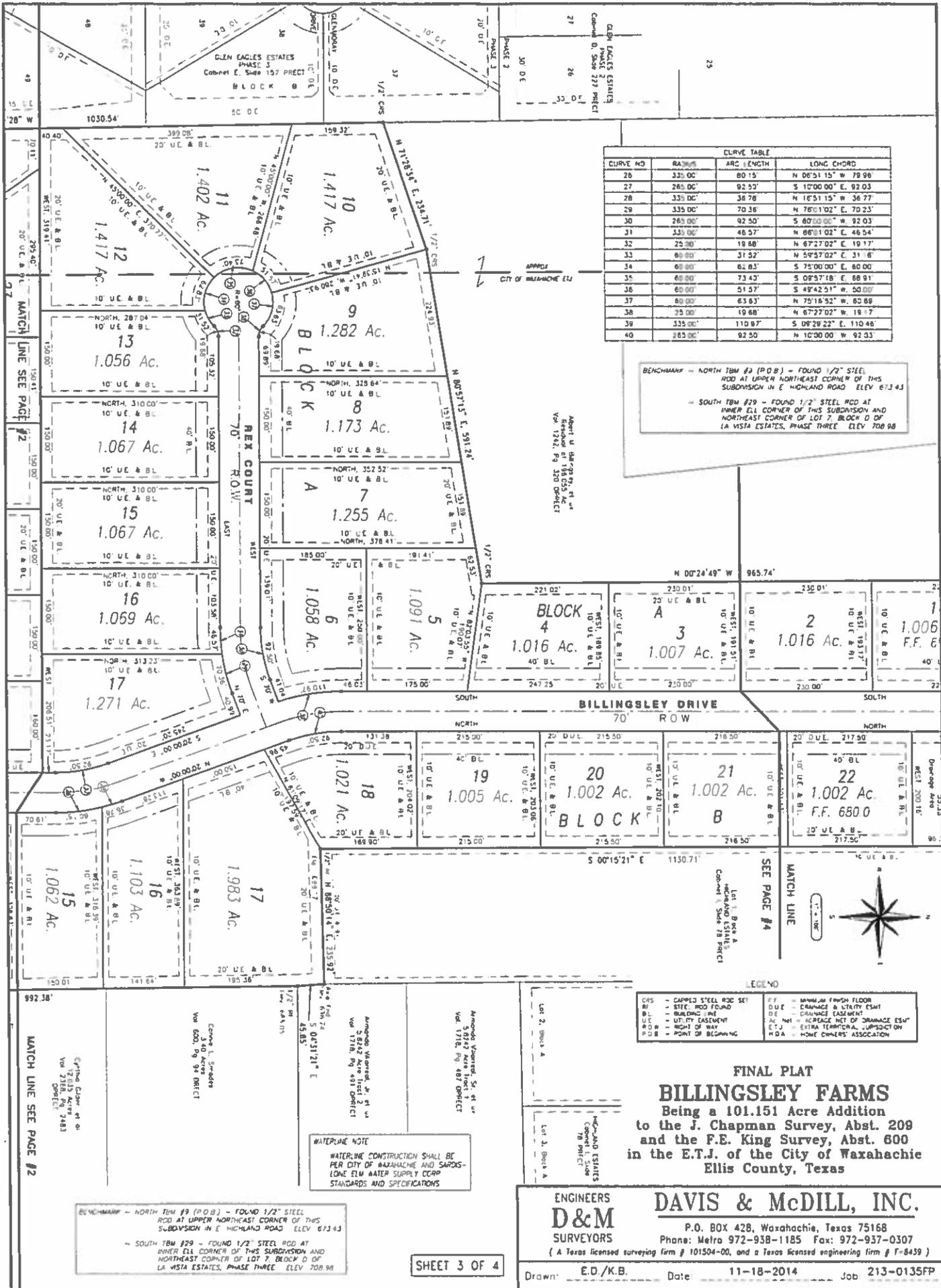
If you have any questions, please contact the contractor, Doug Curry, at 972-670-0508, or me.

Sincerely,



Chris York
214-620-5453

1.2



CURVE NO.	RA ² /R ²	ARC LENGTH	LONG CHORD
26	335.00	80.15	N 06°51'15" W 79.96
27	265.00	92.53	S 10°00'00" E 92.03
28	335.00	36.78	N 1E°51'15" W 36.77
29	335.00	70.36	N 76°10'02" E 70.23
30	265.00	92.50	S 80°00'00" W 92.03
31	335.00	46.57	N 66°10'02" E 46.54
32	25.90	19.80	N 67°27'02" E 19.17
33	69.00	31.52	N 59°37'02" E 31.16
34	69.00	61.83	S 75°00'00" E 60.00
35	69.00	73.43	S 09°37'18" E 68.91
36	69.00	51.57	S 48°42'51" W 50.00
37	69.00	63.83	N 75°16'52" W 62.88
38	75.00	19.68	N 67°27'02" W 19.17
39	335.00	110.97	S 09°29'22" E 110.48
40	265.00	92.50	N 10°00'00" W 92.03

BENCHMARK - NORTH TBM #9 (P.O.B.) - FOUND 1/2" STEEL ROD AT UPPER NORTHEAST CORNER OF THIS SUBDIVISION IN E HIGHLAND ROAD ELEV 673.43
 - SOUTH TBM #29 - FOUND 1/2" STEEL ROD AT INNER ELL CORNER OF THIS SUBDIVISION AND NORTHEAST CORNER OF LOT 7, BLOCK D OF LA VISTA ESTATES, PHASE THREE ELEV 708.98

Approved by the City of Waxahachie, Texas
 Resolution of 18-035, as Amended
 Vol 1742, Pg 320 DIRECT

LEGEND

C/S	- CAPPLED STEEL ROD SET	D/F	- MINIMUM FINISH FLOOR
S	- STEEL ROD FOUND	D/L	- DRAINAGE & UTILITY ESM
M	- MARKING	C/L	- CHAINAGE CASEMENT
U	- UTILITY EASEMENT	A/C	- ACCEPANCE NET OF DRAINAGE ESM
R	- RIGHT OF WAY	E/T	- EXTRA TERRITORIAL JURISDICTION
P	- POINT OF BEGINNING	H/O	- HOME OWNERS ASSOCIATION

FINAL PLAT
BILLINGSLEY FARMS
 Being a 101.151 Acre Addition to the J. Chapman Survey, Abst. 209 and the F.E. King Survey, Abst. 600 in the E.T.J. of the City of Waxahachie Ellis County, Texas

ENGINEERS
D & M
SURVEYORS
 P.O. BOX 428, Waxahachie, Texas 75168
 Phone: Metro 972-938-1185 Fax: 972-937-0307
 (A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

DAVIS & McDILL, INC.
 Drawn: E.D./K.B. Date: 11-18-2014 Job: 213-0135FP

BENCHMARK - NORTH TBM #9 (P.O.B.) - FOUND 1/2" STEEL ROD AT UPPER NORTHEAST CORNER OF THIS SUBDIVISION IN E HIGHLAND ROAD ELEV 673.43
 - SOUTH TBM #29 - FOUND 1/2" STEEL ROD AT INNER ELL CORNER OF THIS SUBDIVISION AND NORTHEAST CORNER OF LOT 7, BLOCK D OF LA VISTA ESTATES, PHASE THREE ELEV 708.98

WATERLINE NOTE
 WATERLINE CONSTRUCTION SHALL BE PER CITY OF WAXAHACHIE AND SANDS-LONE ELM WATER SUPPLY CORP STANDARDS AND SPECIFICATIONS

Approved by the City of Waxahachie, Texas
 Resolution of 18-035, as Amended
 Vol 1742, Pg 320 DIRECT

Approved by the City of Waxahachie, Texas
 Resolution of 18-035, as Amended
 Vol 1742, Pg 320 DIRECT

Approved by the City of Waxahachie, Texas
 Resolution of 18-035, as Amended
 Vol 1742, Pg 320 DIRECT

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 Resolution of 18-035, as Amended
 Vol 1742, Pg 320 DIRECT

Approved by the City of Waxahachie, Texas
 Resolution of 18-035, as Amended
 Vol 1742, Pg 320 DIRECT

MATCH LINE SEE PAGE #2

MATCH LINE SEE PAGE #4

MATCH LINE SEE PAGE #2

1.2



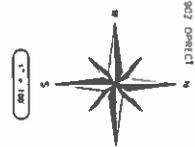
Deed of Partices
10 Acres
Vol 2595, Pg 1739 OPRECT

Water Underm-1
10.518 Acres
Vol 802, Pg 721 DRECT

City of Waxahachie
12.235 Acres
Vol 2360, Pg 2483 OPRECT

WATERLINE NOTE
WATERLINE CONSTRUCTION SHALL BE PER CITY OF WAXAHACHIE AND SARDIS-LONE ELM WATER SUPPLY CORP STANDARDS AND SPECIFICATIONS.

CURVE NO	RADIUS	ARC LENGTH	LONG CHORD
14	25.00'	19.88'	N 67°27'02" E, 19.17'
15	60.00'	78.64'	N 82°27'02" E, 73.13'
16	60.00'	62.83'	S 37°00'00" E, 60.00'
17	60.00'	62.83'	S 37°00'00" W, 60.00'
18	60.00'	78.64'	N 82°27'02" W, 73.13'
19	25.00'	19.88'	N 67°27'02" W, 19.17'
20	25.00'	19.88'	N 67°27'02" E, 19.17'
21	60.00'	78.64'	N 82°27'02" E, 73.13'
22	60.00'	62.83'	S 37°00'00" E, 60.00'
23	60.00'	62.83'	S 37°00'00" W, 60.00'
24	60.00'	78.64'	N 82°27'02" W, 73.13'
25	25.00'	19.88'	N 67°27'02" W, 19.17'



FINAL PLAT
BILLINGSLEY FARMS
Being a 101.151 Acre Addition
to the J. Chapman Survey, Abst. 209
and the F.E. King Survey, Abst. 600
in the E.T.J. of the City of Waxahachie
Ellis County, Texas

ENGINEERS
D & M
SURVEYORS

DAVIS & McDILL, INC.

P.O. BOX 42B, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101564-00, and a Texas licensed engineering firm # 17-8439)

LEGEND

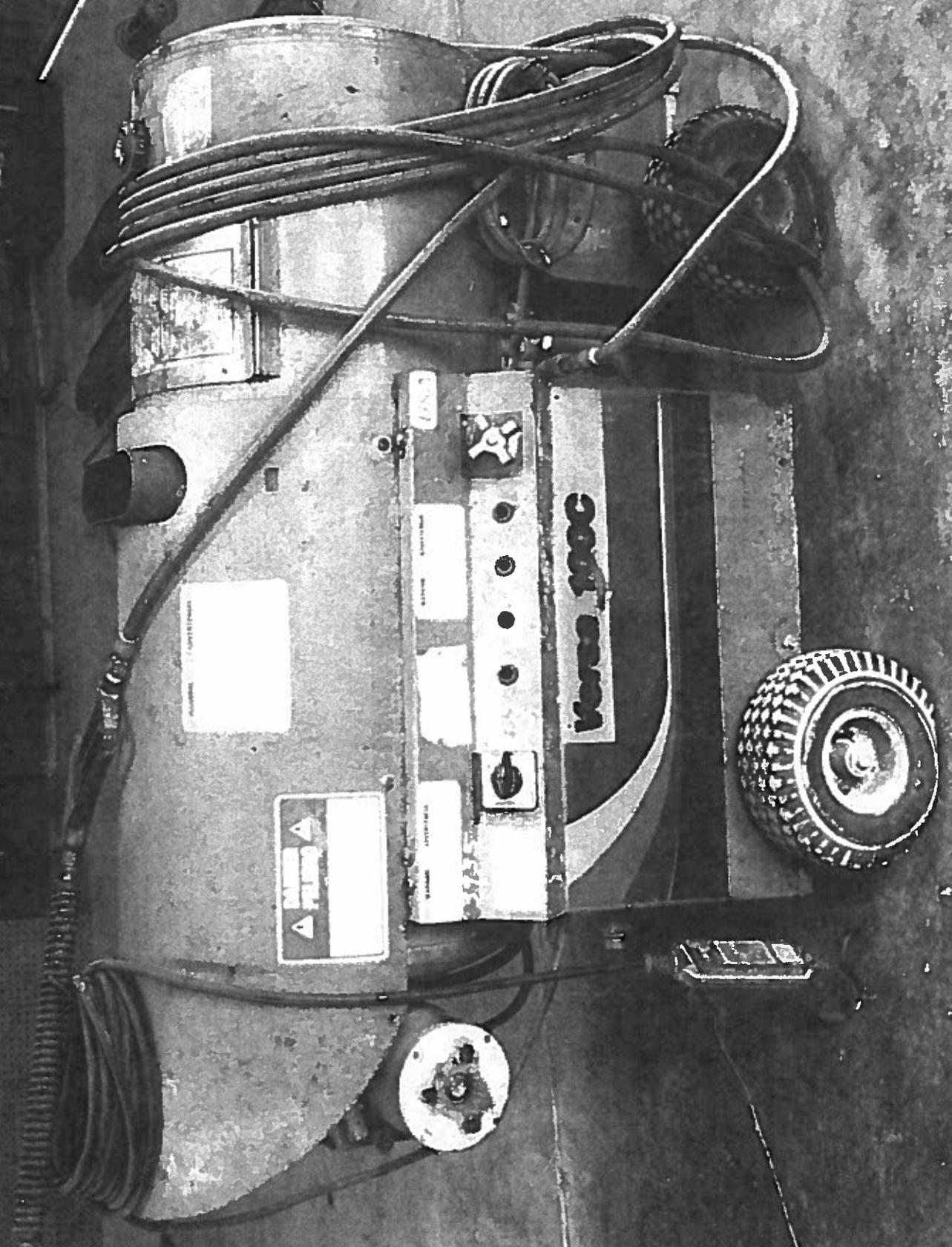
ERS - CAPPED STEEL ROD SET	FF - MINIMUM FINISH FLOOR
RF - STEEL ROD FOUND	DE - DRAINAGE & UTILITY ESMT
BL - BUILDING LINE	DE - DRAINAGE BASIN
UL - UTILITY LASEMENT	DE - PLACE ACFT OF DRAINAGE ESMT
ROB - RIGHT OF WAY	EX - EXTRA TERRITORIAL JURISDICTION
POB - POINT OF BEGINNING	HOA - HOME OWNERS ASSOCIATION

SHEET 2 OF 4

Drawn: E.D./K.B. Date: 11-18-2014 Job: 213-0135FP

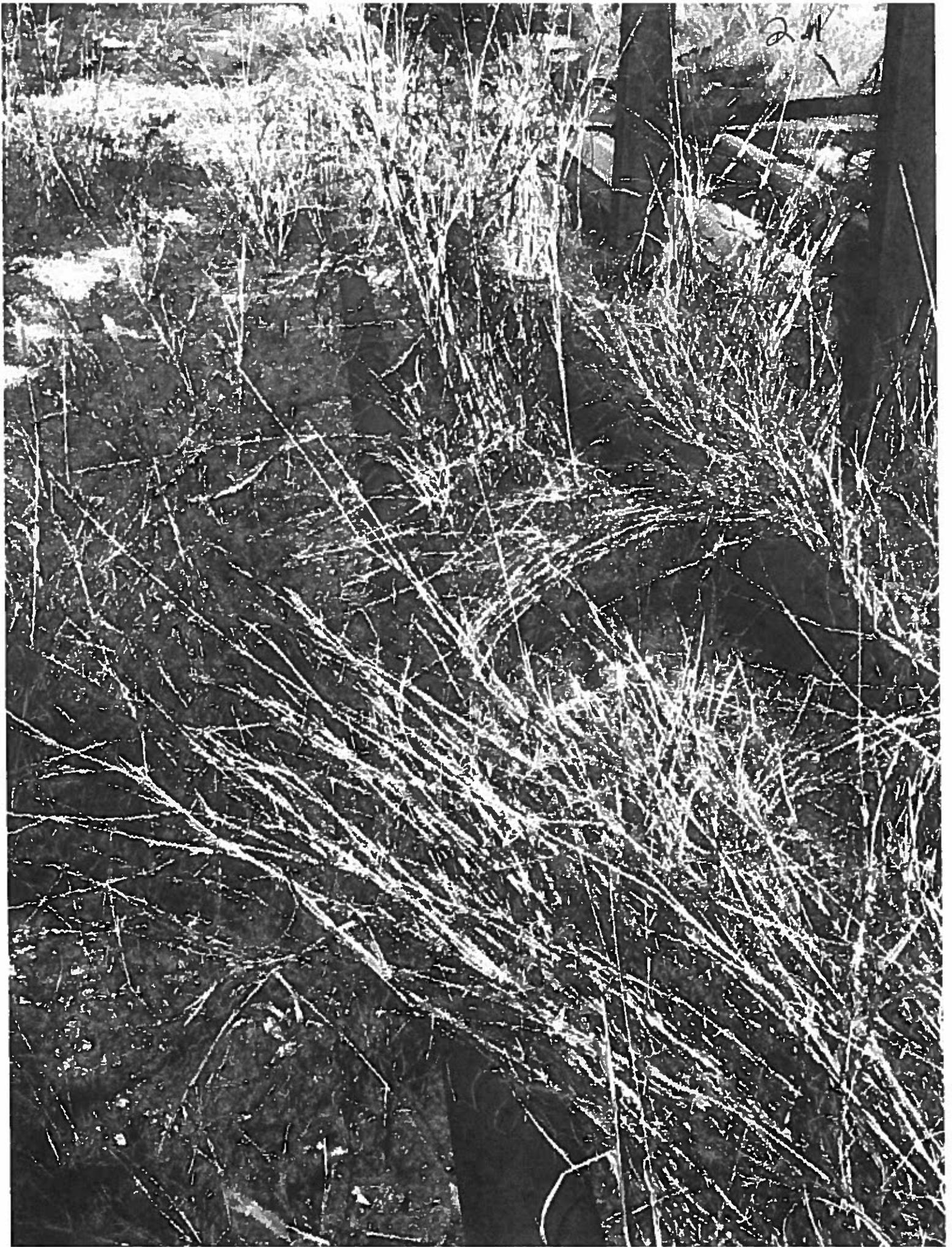
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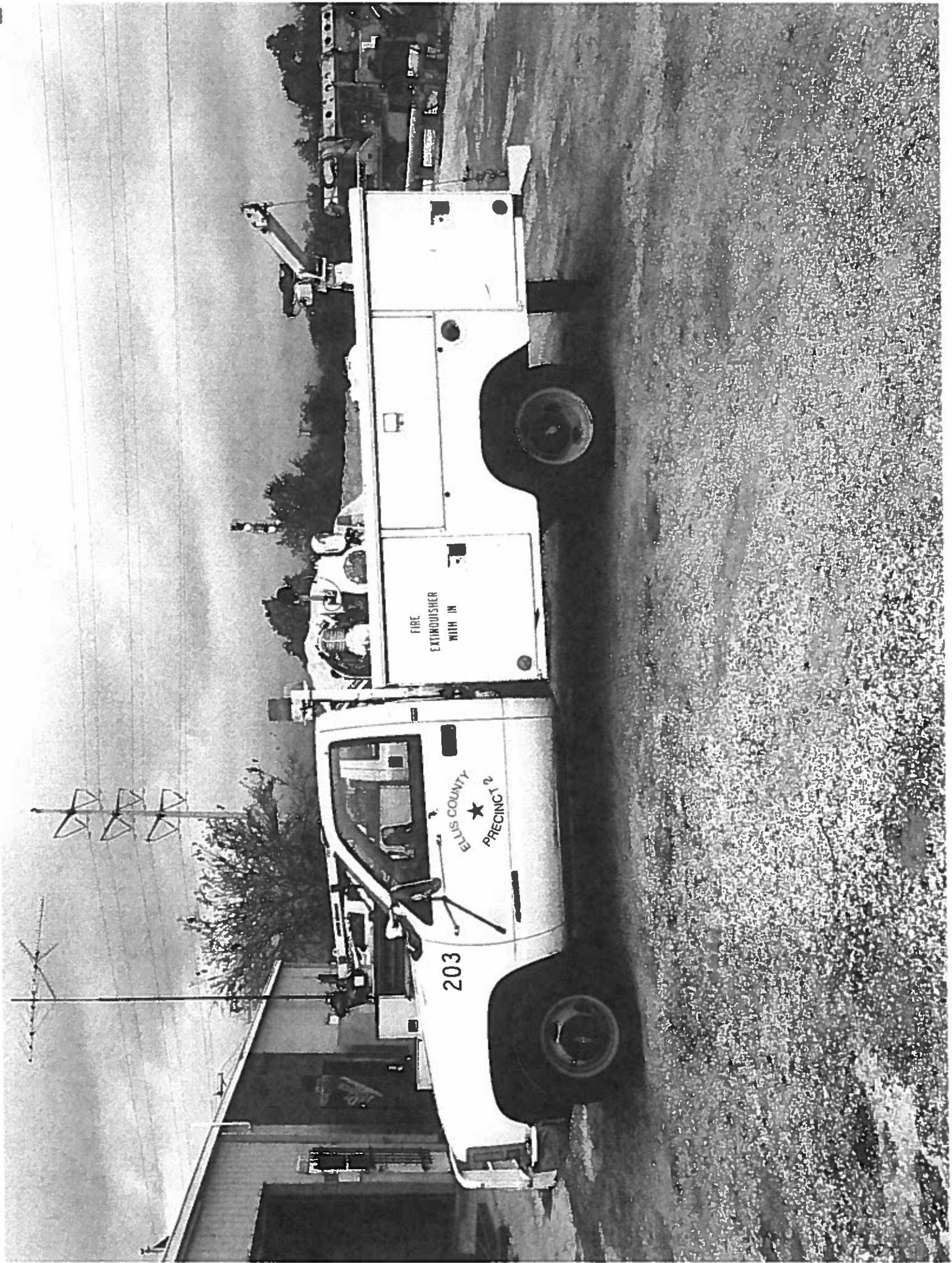
▲ FULM ▲
▲ FULM ▲

Verna 1000





55



203

ELLIS COUNTY ★
PRECINCT 2

FIRE
EXTINGUISHER
WITH IN

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:* 10-13-14

per Commissioners Count Minute Order 397.14

Local Government Requesting Service: City of Italy

Description of Project to be Undertaken: The sale of up to 2,400 gallons of CRS-2 emulsion to the City of Italy, as needed, for the 2014-2015 budget year

Location of Project to be Undertaken: Precinct 3 barn in Italy

Requested by: Teri Murdock

Department: City Administrator

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 2014/2015.

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 5 day of December, 2014/2015

Signature: *Teri Murdock*

Title: *City Administrator*

On Behalf of: *City of Italy*

Tex. Local Gov't Code § 263.151

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > LOCAL GOVERNMENT CODE > TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY > SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY > CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES > SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

- (1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.
- (2) "Surplus property" means personal property that:
 - (A) is not salvage property or items routinely discarded as waste;
 - (B) is not currently needed by its owner;
 - (C) is not required for the owner's foreseeable needs; and
 - (D) possesses some usefulness for the purpose for which it was intended.

History

Enacted by Acts 1987, 70th Leg., ch. 149 (S.B. 896), § 1, effective September 1, 1987; am. Acts 1989, 71st Leg., ch. 1 (S.B. 220), § 61(b), effective August 28, 1989.

LexisNexis ® Texas Annotated Statutes

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Tex. Local Gov't Code § 263.152

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > LOCAL GOVERNMENT CODE > TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY > SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY > CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES > SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.152. Disposition

- (a) The commissioners court of a county may:
- (1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;
 - (2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;
 - (3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;
 - (4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:
 - (A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;
 - (B) the donation serves a public purpose; and
 - (C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;
 - (5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or
 - (6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.
- (a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.
- (b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).
- (c) [Repealed by Acts 2003, 78th Leg., ch. 43 (H.B. 970), § 2, effective May 15, 2003; Acts 2003, 78th Leg., ch. 345 (S.B. 705), § 3, effective June 18, 2003.]

History

Enacted by Acts 1987, 70th Leg., ch. 149 (S.B. 896), § 1, effective September 1, 1987; am. Acts 1989, 71st Leg., ch. 1 (S.B. 220), § 61(b), effective August 28, 1989; am. Acts 1991, 72nd Leg., ch. 416 (S.B. 986), § 3, effective September 1, 1991; am. Acts 1993, 73rd Leg., ch. 237 (H.B. 2087), § 1, effective August 30, 1993; am. Acts 1995, 74th Leg., ch. 746 (H.B. 52), § 5, effective August 28, 1995; am. Acts 1999, 76th Leg., ch. 254 (H.B. 1506), § 1, effective May 28, 1999; am. Acts 2003, 78th Leg., ch. 43 (H.B. 970), §§ 1, 2, effective May 15, 2003; am. Acts 2003, 78th Leg., ch. 345 (S.B. 705), §§ 1, 3, effective June 18, 2003; am. Acts 2007, 80th Leg., ch. 1233 (H.B. 2462), § 2, effective June 15, 2007; am. Acts 2009,

81st Leg., ch. 931 (H.B. 3089), § 1, effective September 1, 2009.

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Tex. Local Gov't Code § 263.155

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > LOCAL GOVERNMENT CODE > TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY > SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY > CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES > SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.155. Record

- (a) The commissioners court shall keep a record of each item of surplus or salvage property sold and the sale price of each item.
- (b) The commissioners court shall keep, for one year, a record of each item of surplus or salvage property destroyed or otherwise disposed of.

History

Enacted by Acts 1987, 70th Leg., ch. 149 (S.B. 896), § 1, effective September 1, 1987; am. Acts 1989, 71st Leg., ch. 1 (S.B. 220), § 61(c), effective August 28, 1989.

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Tex. Local Gov't Code § 263.156

This document is current through the 2013 3rd Called Session

Texas Statutes and Codes > LOCAL GOVERNMENT CODE > TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY > SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY > CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES > SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.156. Proceeds

Unless otherwise provided by law, the commissioners court shall deposit the proceeds from the sale of surplus or salvage property:

- (1) in the county treasury to the credit of the general fund or the fund from which the property was purchased; or
- (2) if the property was used for maintenance or construction of county roads and bridges, in the county treasury to the credit of the county road and bridge fund.

History

Enacted by Acts 1987, 70th Leg., ch. 149 (S.B. 896), § 1, effective September 1, 1987.

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RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 3rd day of June, 2014, in Cause No. 18,389-TX Ennis ISD vs. Paula Denise Hughes; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of One Thousand Six Hundred dollars and no cents (\$1,600.00); and

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

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now LLC, for the sum of \$1,600.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

Dated this ____ day of _____, 2014.

Honorable Carol Bush

Cindy Polley, County Clerk

3.6

Financial Impact of Bid Acceptance S. Smith St., Ennis, Texas

Proposed Bid	\$ 1,600.00
---------------------	--------------------

Costs

Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (76.32)
Ad Litem Fees	\$ (350.00)
Court Costs due District Clerk	\$ (722.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (184.00)

Amount Left to Apply to Tax	\$ 267.68
-----------------------------	------------------

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 1,852.00	65.31%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 304.08	10.72%
City of Ennis	\$ 679.72	23.97%
Total Taxes	\$ 2,835.80	100.00%

Amounts Realized if Bid Accepted

Ennis ISD	\$267.68 * 0.6531 =	\$ 174.82
Educ. Dist	\$267.68 * 0 =	\$ -
Ellis County	\$267.68 * 0.1072 =	\$ 28.70
City of Ennis	\$267.68 * 0.2397 =	\$ 64.16
Total		\$ 267.68

Amounts Extinguished if Bid Accepted

Ennis ISD	\$1852 - \$174.82 =	\$ (1,677.18)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$304.08 - \$28.70 =	\$ (275.38)
City of Ennis	\$679.72 - \$64.16 =	\$ (615.56)

Appraised Value \$7,500

RESALE DEED

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

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § **KNOW ALL PERSONS BY THESE PRESENTS**

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of One thousand six hundred and 00/100 dollars (\$1,600.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain Lot 6 in Division 24, Subdivision 4, also known as Lot 6, Block 4, Lake View Addition to the City of Ennis, Texas and being more particularly described in that certain Deed of record in V294, Page 609 of the Deed Records of Ellis County, Texas. GEO 159386

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2014.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

By _____
Honorable CAROL BUSH
County Judge, Ellis County

By _____
RUSSELL THOMAS
Mayor, City of Ennis

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 3rd day of June, 2014, in Cause No. 13,409-TX Ennis ISD vs. Est. of Rosie L. Williams; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of One Thousand Four Hundred dollars and no cents (\$1,400.00); and

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

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now LLC, for the sum of \$1,400.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

Dated this ____ day of _____, 2014.

Honorable Carol Bush

Cindy Polley, County Clerk

3.7

Financial Impact of Bid Acceptance
1207 N. Breckenridge St., Ennis, Texas

Proposed Bid	\$ 1,400.00
--------------	-------------

Costs

Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (76.32)
Ad Litem Fees	\$ (350.00)
Court Costs due District Clerk	\$ (683.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (184.00)
<hr/>	
Amount Left to Apply to Tax	\$ 106.68

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 11,817.56	57.93%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 3,039.35	14.90%
City of Ennis	\$ 5,543.87	27.17%
<hr/>		
Total Taxes	\$ 20,400.78	100.00%

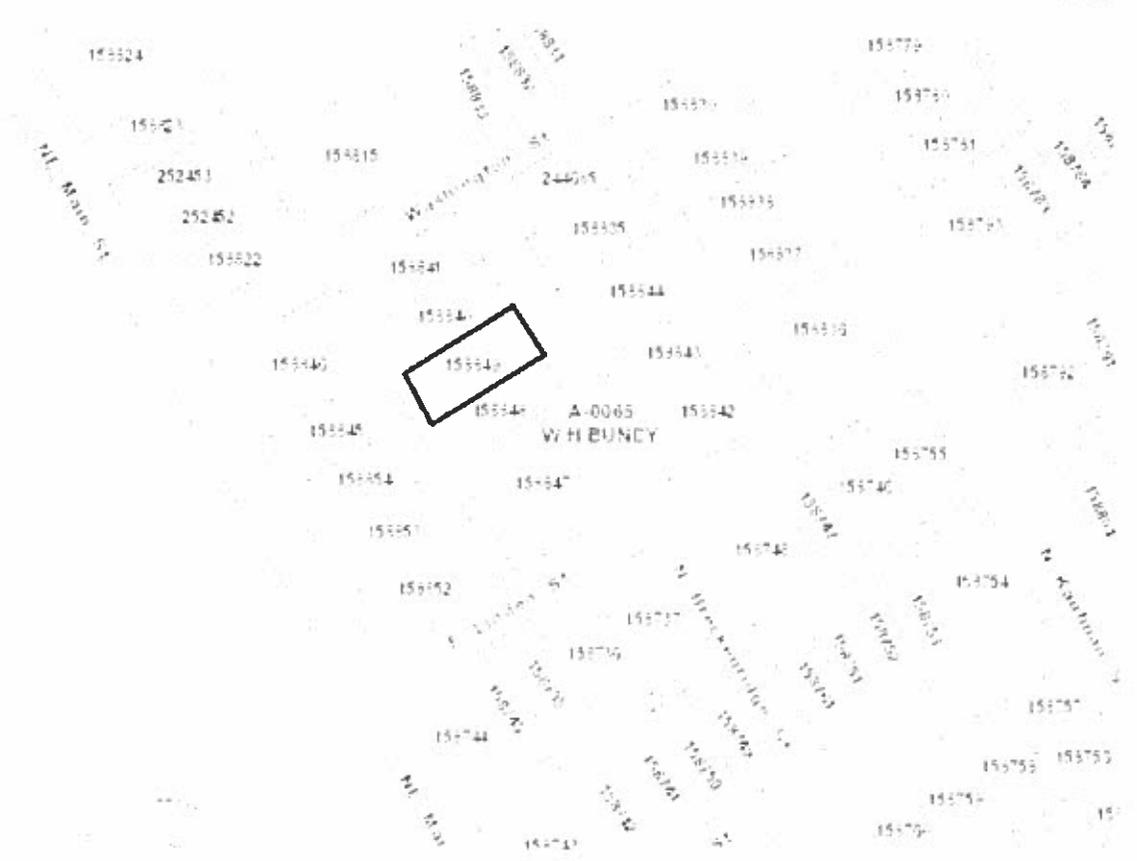
Amounts Realized if Bid Accepted

Ennis ISD	\$106.68 * 0.5793 =	\$ 61.80
Educ. Dist	\$106.68 * 0 =	\$ -
Ellis County	\$106.68 * 0.149 =	\$ 15.89
City of Ennis	\$106.68 * 0.2717 =	\$ 28.99
Total		\$ 106.68

Amounts Extinguished if Bid Accepted

Ennis ISD	\$11817.56 - \$61.80 =	\$ (11,755.76)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$3039.35 - \$15.89 =	\$ (3,023.46)
City of Ennis	\$5543.87 - \$28.99 =	\$ (5,514.88)

Appraised Value \$6,000



3.7

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2014.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

By _____
Honorable CAROL BUSH
County Judge, Ellis County

By _____
RUSSELL THOMAS
Mayor, City of Ennis

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

37

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County acquired title to a certain tract of real estate at a Sheriff's sale held on the 7th day of May, 2013, in Cause No. 17,943-TX Ennis ISD vs. Nita Riggs; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Lee Gabor, has made an offer to purchase the property for the sum of Three Hundred dollars and no cents (\$300.00); and

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

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Lee Gabor, for the sum of \$300.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

Dated this ____ day of _____, 2014.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance Bluebonnet Drive, Bardwell, Texas

Proposed Bid	\$ 300.00
---------------------	------------------

Costs

Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (70.18)
Ad Litem Fees	\$ (350.00)
Court Costs due District Clerk	\$ (549.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (220.00)
<hr/>	
Amount Left to Apply to Tax	\$ (889.18)

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 1,373.32	77.82%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 391.52	22.18%
City of Ennis		0.00%
<hr/>		
Total Taxes	\$ 1,764.84	100.00%

Amounts Realized if Bid Accepted

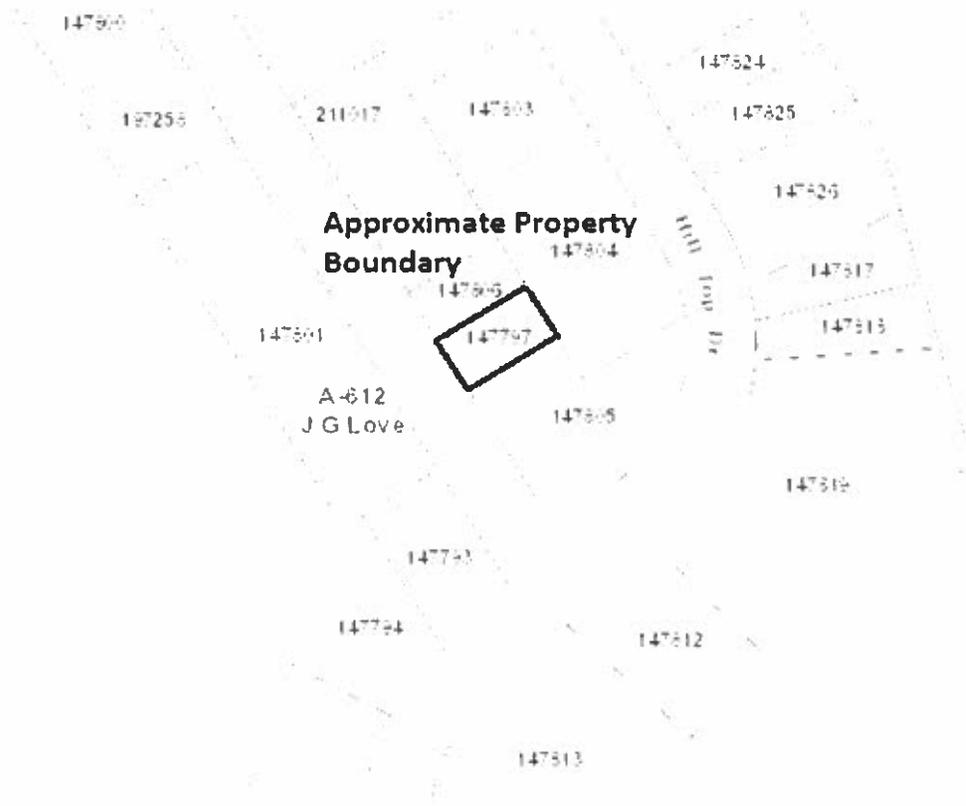
Ennis ISD	\$-889.18 * 0.7782 =	\$ -
Educ. Dist	\$-889.18 * 0 =	\$ -
Ellis County	\$-889.18 * 0.2218 =	\$ -
City of Ennis	\$-889.18 * 0 =	\$ -
Total		\$ -

Amounts Extinguished if Bid Accepted

Ennis ISD	\$1373.32 - \$0.00 =	\$ (1,373.32)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$391.52 - \$0.00 =	\$ (391.52)
City of Ennis	\$ - \$0.00 =	0

Appraised Value \$2,500

Subject to 2012-13 taxes totaling \$90.46



RESALE DEED

3.8

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

THE STATE OF TEXAS

§

COUNTY OF ELLIS

§

§

KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Three hundred and 00/100 dollars (\$300.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the COUNTY and ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth. unto

Lee Gabor
PO Box 127
Palmer, Texas 75152

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain lot, tract or parcel of real property described as 0.115 acres, more or less, Lot 61, Blue Bonnet Bay, County of Ellis, Texas, and being more particularly described in those certain Deeds of record in Volume 543, Page 117 and Volume 543, Page 1026 of the Deed Records of Ellis County, Texas. GEO 147797

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever.

so that the COUNTY and the ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2014.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

By _____
Honorable CAROL BUSH
County Judge, Ellis County

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2014.

Notary Public in and for the
State of Texas

**A RESOLUTION OF THE
ELLIS COUNTY COMMISSIONERS' COURT
MINUTE ORDER _____**

WHEREAS, the Texas Central High Speed Railway, LLC is proposing to operate and run a non-stop bullet train between Dallas/Ft. Worth and Houston; and

WHEREAS, the proposed alignments of said train will bisect Ellis County and interfere with the use and enjoyment of property and create an obstacle to the function of farm and ranch operations

NOW, THEREFORE BE IT RESOLVED that the Ellis County Commissioners' Court does not believe it to be in the best interest of the County to support such a venture.

In witness thereof, signed the 18th day of December, 2014.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Bill Dodson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Ron Brown, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND PALMER ISD**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to PALMER ISD goods and services.
- B) The PALMER ISD (hereinafter PISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) PISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to PISD.
- D) The term of this agreement shall be from January 1, 2015 to January 1, 2016.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this _____ day of _____, 2014.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

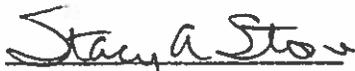
Attest:

Ellis County Clerk



Superintendent
PALMER ISD

Attest:



Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated _____*
Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

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

County Judge, Ellis County, Texas

.....

ACCEPTED AND AGREED TO this _____ day of _____, 2014.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF PALMER**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to City of City of Palmer goods and services.
- B) The CITY OF PALMER (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2015 to January 1, 2016.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2014.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



Mayor
CITY PALMER

Attest:

Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated _____*
Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

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

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2014.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF FERRIS**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF FERRIS goods and services.
- B) The CITY OF FERRIS (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2015 to January 1, 2016.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

3.14

- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2014.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

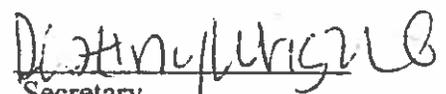
Attest:

Ellis County Clerk



MAYOR
CITY OF FERRIS

Attest:



Secretary

3.14

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated* _____

Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

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

County Judge, Ellis County, Texas

.....

ACCEPTED AND AGREED TO this _____ **day of** _____, **2014.**

Signature: _____

Title: _____

On Behalf of: _____

3.15

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF PECAN HILL**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PECAN HILL goods and services.
- B) The CITY OF PECAN HILL (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2015 to January 1, 2016.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

3.15

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this _____ day of _____, 2014.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

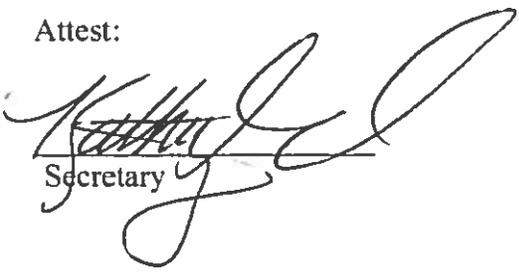
Attest:

Ellis County Clerk



MAYOR
CITY OF PECAN HILL

Attest:



Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated*

_____ *Per Commissioners Court Minute No.* _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

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

County Judge, Ellis County, Texas

.....

ACCEPTED AND AGREED TO this _____ day of _____, 2014.

Signature: _____

Title: _____

On Behalf of: _____