

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: February 2015

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
2/1	Ennis-Waxahachie area- Fort Worth Beef Project preparations	38		
2/2	Waxahachie-Fort Worth-Fort Worth Steer Show	49		
2/3	Waxahachie-Fort Worth-Fort Worth Steer Show & Fort Worth-Waco-Fort Worth-Blackland Income Growth Conference	122		
2/4	Fort Worth area-Fort Worth Show	12		
2/5	Fort Worth area-Fort Worth Show	12		
2/6	Fort Worth – Waxahachie-Fort Worth Show	56		
2/10	Waxahachie area-Master Gardener Meeting/Training	13		
2/11	Waxahachie area-Ellis County Youth Expo Show Meeting	10		
2/16	Ennis/Waxahachie area-San Antonio Beef Project preparation	56		
2/18	Waxahachie-San Antonio-Waxahachie- San Antonio Heifer Show	454		
2/22	Waxahachie-Boerne-San Antonio Steer Show	212		
2/23	Boerne-San Antonio-San Antonio Steer Show	32		
2/24	San Antonio area- San Antonio Steer Show	14		
2/25	San Antonio area- San Antonio Steer Show	14		
2/26	San Antonio area- San Antonio Steer Show	17		
2/27	San Antonio area- San Antonio Steer Show	16		
2/28	San Antonio area- San Antonio Steer Show	14		
		1141		

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: March 3, 2015

Signed: Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 1141****Selected major activities since last report****February 2015**

- 2/2-2/7 Fort Worth Stock Show Junior Steers. 11 Ellis County 4-H members exhibited market beef projects. Eric Smith and Tyler Woods of Ennis made the premium sale placing 2nd in the lightweight Hereford division and 2nd in the middle weight Crossbred division. These steers sold for \$10.00 and \$9.00 a pound respectively.
- 2/3 Agent attended the annual Blackland Income Growth Conference in Waco to assist with the Beef Educational Seminar. Bill Foshea of Midlothian serves as the B.I.G. Beef Program Chairman and will be service as the Vice Chairman Elect of B.I.G. for 2015-2016.
- 2/10 56 Master Gardener volunteers received training on rainwater harvesting and finalized plans for the upcoming Lawn & Garden Expo in March.
- 2/11 32 Advisors, Superintendents, and other stakeholders of the Ellis County Youth Expo met to finalize plans for the April 6-11 event.
- 2/18 Agent assisted Ellis County 4-H Junior Heifer Exhibitor with project preparations at the San Antonio Livestock Show.
- 2/22-2/28 San Antonio Stock Show, Junior Steers. 8 Ellis County 4-H members exhibited market beef projects with 3 making the premium sale. Bailey Eubank of Italy placed 2nd in the AOB steer division and received a \$10,000 scholarship, Anna Arnold of Ennis exhibited and sold a 3rd place middleweight Hereford steer and Brooks Kelly of Midlothian sold a 5th place heavy weight ABC steer.

Educational Programming

Programs	3
Participants	200

Educational Contacts

Site Visits 4-H	35
Site Visits Ag	3
Telephone	97
MG/MN Telephone	49
Office Visits	87
E-Mails	2275
Newsletter/Letters	137
E-Gardening Newsletters	1290

Media Outreach:

Website hits	117
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

- 3/1 San Antonio Stock Show Livestock Judging Contest
- 3/2 Spring Beef Program-Mineral and Weed Control Topics
- 3/5 Private Applicator Training
- 3/7 Ellis County Youth Expo Buyers Appreciation Dinner
- 3/10 Master Naturalist Intern Training
- 3/10 Master Gardener Meeting/Training
- 3/13 TSCRA Ranch Gathering
- 3/15-3/21 Houston Livestock Show, Junior Steers, Houston
- 3/23-3/25 Star of Texas Junior Steers, Austin
- 3/27 Leadership Advisory Board Meeting
- 3/28 Lawn & Garden Expo, Waxahachie
- 3/31 Small Grain In-Service Training

Mark Arnold**Name****County Extension Agent - Agriculture****Title****Ellis****County****03/03/15****Date**

Texas AgriLife Extension
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL
TITLE: County Extension Agent - Family & Consumer Sciences
MONTH: February 2015

NAME: Rita Hodges
COUNTY: Ellis

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
2/2	Ennis, Midlothian, Waxahachie (Better Living for Texans Program, Golden Circle, Helping Hands, Manna House, distribute Quarterly BLT newsletters, 4-H)	93		
2/3	Midlothian, Waxahachie (distribute Quarterly BLT newsletters, 4-H Consumer Decision-Making preparation, Better Living for Texans, Senior Center)	51		
2/4	Dallas, Red Oak, Waxahachie (deliver BLT newsletters, Walk Across Texas, 4-H, pick up BLT program materials)	119		
2/5	Waxahachie (deliver BLT newsletters, Walk Across Texas, 4-H Consumer Decision-Making preparation)	33		
2/6	Waxahachie (Senior Center, Walk Across Texas, Better Living for Texans program, Diabetes education)	16		
2/9	Glenn Heights, Midlothian, Waxahachie (City of Glenn Heights, Manna House, 4-H, deliver BLT newsletters)	62		
2/10	Waxahachie (Food Handlers Training, 4-H, Walk Across Texas, deliver Better Living for Texans newsletters)	21		
2/11	Weatherford (FCS Training, BLT Training)	159		
2/12	Weatherford (FCS Training, BLT Training)	159		
2/13	Weatherford (FCS Training, BLT Training)	159		
2/17	Ennis, Waxahachie (Better Living for Texans, Walk Across Texas, Senior Center, 4-H)	61		
2/18	Glenn Heights, Red Oak, Waxahachie (Better Living for Texans, Senior Program, 4-H, Walk Across Texas, Youth Expo Entry night)	67		
2/19	Waxahachie (Master Wellness Volunteer Training preparation, 4-H, Better Living for Texans)	11		
2/20	Waxahachie (Master Wellness Volunteer Training)	14		
2/25	Waxahachie (Master Wellness Volunteer Training preparation, Waxahachie C.A.R.E., 4-H, Better Living for Texans)	21		
2/26	Midlothian, Waxahachie (Master Wellness Volunteer, 4-H)	55		
		1101		

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: March 4, 2015

Signed:

Rita M. Hodges

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 1101

Selected major activities since last report

February 2015

- 2/2 Better Living for Texans program, Ennis; program on MyPlate and Walk Across Texas (18)
- 2/5 Step Up & Scale Down Training
- 2/5 Better Living for Texans program, Ennis; program on MyPlate-Increasing Fruit & Vegetables (10)
- 2/6 District 4-H Nutrition Quiz Bowl Training
- 2/7 Consumer Decision-Making Training (4)
- 2/9 Better Living for Texans program' Ennis; program on increasing physical activity (20)
- 2/9 District 4-H Nutrition Quiz Bowl Committee Meeting
- 2/10 Food Handlers Course (7)
- 2/12 Better Living for Texans program, Ennis; program on increasing Fruit & Vegetable Consumption (10)
- 2/11-13 Regional Family & Consumer Sciences Training, Weatherford
- 2/16 Better Living for Texans program, Ennis; program on increasing physical activity (20)
- 2/18 "Heart Healthy" program, City of Glenn Heights (12)
- 2/18 Assisted with County Livestock Show Planning (30)
- 2/19 Better Living for Texans program, Ennis; increasing physical activity for youth (10)
- 2/20 Master Wellness Volunteer Training-Day 1; introduction of MWV training, MyPlate (8)
- 2/26 Better Living for Texans program-Presbyterian Children's Home; program on Food Safety (8)
- 2/27 Master Wellness Volunteer Training-Day 2; Nutrition (10)

Educational Programming:

Programs	12
Participants	167

Educational Contacts:

Site Visits-FCS	19
Telephone	127
Office Visits	60
E-mails	400
Faxes	2
Newsletters/Letters	564

Media Outreach:

News Releases	1
Website	117
Facebook	54

Major plans for next month:

- 3/2 Ellis County 4-H Adult Leaders Association
- 3/2 Better Living for Texans program, Ennis
- 3/4 4-H Consumer Decision-Making practice
- 3/6 Master Wellness Volunteer Training
- 3/7 District 4-H Nutrition Quiz Bowl, Waco

- 3/9 Better Living for Texans program, Ennis
- 3/10 NARFE Program, Ennis
- 3/12 Better Living for Texans program, Waxahachie
- 3/13 Master Wellness Volunteer Training
- 3/16 Better Living for Texans program, Ennis
- 3/17 Family & Consumer Sciences Committee Meeting
- 3/20 Master Wellness Volunteer Training
- 3/23 Better Living for Texans program, Ennis
- 3/24 WIC Program, Ennis
- 3/25 "Cholesterol Matters" program
- 3/26 Better Living for Texans program, Waxahachie
- 3/28 Lawn & Garden Expo

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

03/04/15

Date

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan ParrTITLE: County Extension Agent - 4-HCOUNTY: EllisMONTH January 2015

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
2/1	Fort Worth Goat Show	91		
2/3	Fort Worth Barrow/Steer Show	91		
2/4	Fort Worth Barrow/Steer Show	91		
2/5	Fort Worth Barrow/Steer Show	91		
2/6	Fort Worth Barrow/Steer Show	91		
2/7	CDM Field Trip	10		
2/7	Yellow Ribbon Robotics Workshop	56		
2/9	Cupid Shuffle-Senior Center Ennis	32		
2/10	Thisn That Pioneers 4-H meeting-Ovilla	17		
2/11	Spring Lake Project meeting-Kennedale	65		
2/18	Broiler Pick-up-Cameron	235		
2/19	SALE-Heifer Show/Shootout/Horse Contests	260		
2/27	Return trip from SALE	260		
Totals		1390		

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.

Megan Parr

Date 03/05/2015

Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
February 2015

Selected major activities since last report

Miles traveled:

- Attended monthly 4-H meetings
 - Thisn That Pioneers-Spoke to club about 4-H & Upcoming Events
 - 9 adults, 12 youth
 - Livestock 4-H-Met with Swine Project
 - 20 youth, 14 adults
- Fort Worth
 - Attended Market Goat Show-3 Exhibitors
 - Attended Market Barrow Show-1 Exhibitor
 - Attended Market Steer Show-11 Exhibitors
- SALE
 - Attended Breeding Heifer Show-5 exhibitors
 - Attended Barrow Show-1 exhibitor
 - Attended Steer Show-9 exhibitors
 - Attended Horse Contests-3 Horse Judging teams, 3 Quiz Bowl teams, 7 Skill-a-thon competitors
 - Supervised 2 Shootout participants
- Project Visits
 - Attended Spring Lake weekly project meeting
 - 25 youth, 15 adults
 - Project covered: CDM, Public Speaking, Robotics, Archery
- CDM
 - Field Trip to Best Buy & JcPenny to compare products-1 youth, 1 adult
 - 1 practice
 - County Contest-14 youth, 12 will compete at District 8 Contest
- CRED
 - Attended ECYE meeting
- Other
 - Broiler Pick-up
 - County Entry Night
 - Yellow Ribbons Robotics Workshop-Assisted with Robotics workshop at Yellow Ribbon Event in Dallas, 5 4-H members & 1 Adult leader presented workshop to 75 youth

Educational Contacts

Educational Programming:

Programs 2
 Participants.....57

Educational Contacts:

Site Visits 4-H..... 2
 Telephone..... 90
 Office Visits..... 24
 E-mails..... 948
 Newsletters/letters..... 316
 Faxes 59

Media Outreach:

News Releases..... 1
 TV/Radio..... 0
 Website Hits..... 117

Social Media Contacts..... 64 posts on FB (310 follows), 24 on Instagram (31 follow), 27 on Twitter (49 follows)

Major plans for next month

- Record Book Workshop
- ECYE Buyers' Dinner
- District 8 CDM Contest
- Swine Clinic
- Houston Livestock Show & Rodeo
- Lawn & Garden Show
- ECYE Set-up

Name: Megan Parr
Title: County Extension Agent 4-H
Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis
Date:02/03/2015

A4

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: ELLIS CO. CONST. PCT. 1
Reporting Date: 03/11/2015
TCOLE Agency Number: 139101
Chief Administrator: ROY CALLENDER
Agency Contact Information: Phone: 972-825-5325
 Email: roy.callender@co.ellis.tx.us
 Mailing Address:
 ELLIS CO. CONST. PCT. 1
 207 South Sonoma Trail
 Ennis, Tx 75119

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CPE Law Enforcement Policy on Racial Profiling

ELLIS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. CONST. PCT. 1 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the ELLIS CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. CONST. PCT. 1's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **ROY CALLENDER**

Chief Administrator

ELLIS CO. CONST. PCT. 1

Date: 03/11/2015

**ELLIS CO. CONST. PCT. 1 Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

- 1. 75 citation only
- 2. 0 arrest only
- 3. 0 both
- 4. 75 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5. 9 African
- 6. 1 Asian
- 7. 49 Caucasian
- 8. 12 Hispanic
- 9. 4 Middle Eastern
- 10. 0 Native American
- 11. 75 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. 0 Yes
- 13. 75 No
- 14. 75 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. 3 Yes
- 16. 72 No
- 17. 75 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. 3 Yes
- 19. 0 No
- 20. 3 Total (must equal line 15)



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

F2

March 13, 2015

**Request for Approval of Overpayments
Commissioners' Court Date March 23, 2015**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Gateway Mortgage Group, LLC	228890	\$ 2,749.40
Gateway Mortgage Group, LLC	232354	\$ 3,194.58
GWG Wood Group, Inc.	99200126700013800	\$ 4,306.25

Consent
AG
OK

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
✓ 006-0754-40010-00000-000	SALE OF EQUIPMENT	9,943.75
✓ 006-0754-40004-0000-000	SALE OF MATERIAL	4,699.10

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 006-0754-50802-00000-000	PURCHASE OF EQUIPMENT	9943.75
✓ 006-0754-50906-00000-000	CULVERTS	4,699.10

[Handwritten Signature]
Signature of Department Head

16-Mar-15
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 _____, 2014/2015

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

Approved by County Auditor's Office:

[Handwritten Signature] 3/16/15

Needs court approval

F4 ✓

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
001-0150-50836-0000-000	4/13 rd Attys	150,000
001-0140-50822-0000-000	Legal Fees	5,000
001-0140-50557-0000-000	Workers Comp	60,000
001-0140-50939-0000-000	Courthouse Security Contract Service	40,000
001-0140-50560-0000-000	Comptroller Fringe	25,000
001-0140-50887-0000-000	Radio Tower	25,000
001-0140-50837-0000-000	post mortem exam	25,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50558-0000-000	Contingency/Reserves	14,000
001-0140-50802-0000-000	equipment maint/repairs	90,000
001-0140-50807-0000-000	Other expenses	226,000

see attached note

OM

Signature of Department Head

Date Signed

non-departmental

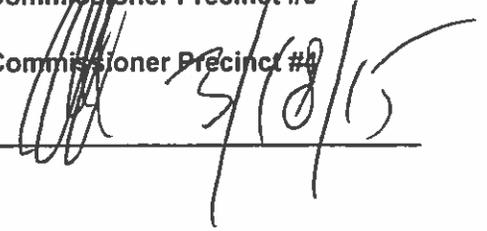
Department

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

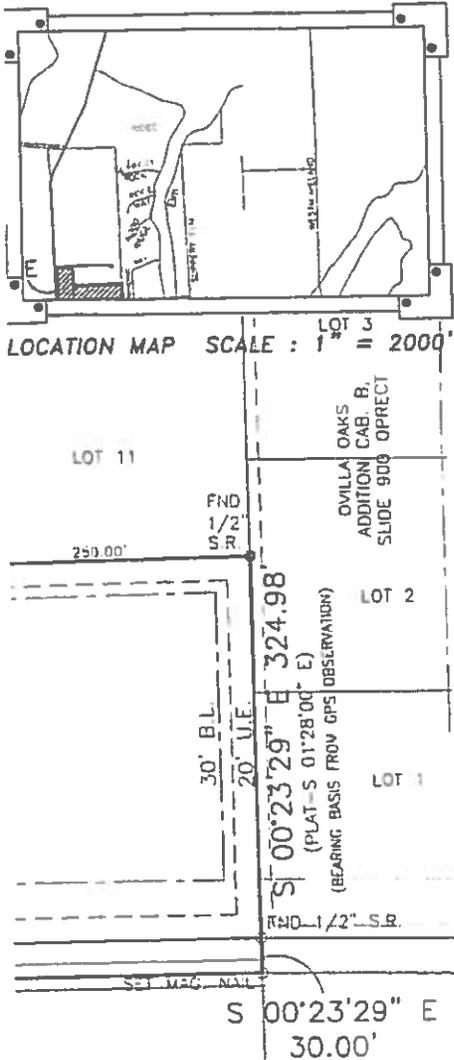
Approved by County Auditor's Office:

 5/18/15

● This budget amendment is to cover things that all have already voted in ^{to} ^{approval} this year but didn't do budget amendments in advance such as

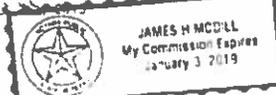
● electric link, infinity sound, KT, inc etc. I tried to take them from lines where we are doing better than anticipated.

Mike



EXPLAIN NOTE:
NO 100 YEAR FLOODPLAIN PER FEMA
FIRM MAP NO 48139C0050F, ZONE X
UNSHADED, DATED JUNE 3, 2013

in and for the State of Texas, on this day
of the person whose name is subscribed to the
executed the same for the purposes herein

of Ma

JAMES H. MCDILL
My Commission Expires
January 3, 2019

I, Ellis County, Texas
2015

County Judge, Carol Bush

Department of Development for an on-site sewage
to be required by the Ellis County Department of

Date _____

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

That we, Patricia Ruy, Linda Reader & Michelle McCraw, being the owner of that
certain tract of land hereinafter described as follows:

FIELD NOTES
12.949 Acres

BEING all that certain lot, tract or parcel of land situated in the J. Billingsley
Survey, Abstract No. 76, in Ellis County, Texas, and being all of the certain
tract conveyed to Patricia Ruy, Linda Reader and Michelle McCraw by deed
recorded in Volume 2458, Page 1894, Official Public Records, Ellis County, Texas
(OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the intersection of the east line of F.M.
Highway 864 (Ovilla Road) and the south line of Slippery Creek Court, a 60"
road dedication per the plat of Tanglewood Hollow, Phase One, an addition in
Ellis County, Texas, as recorded in Cabinet A, Slide 430, Plat Records, Ellis
County, Texas (PRECT) for the northwest corner of said Ruy tract and being
the same for this tract, and also being a southwest corner of the aforesaid
Tanglewood Hollow, Phase One, with the bearing basis for this description from
GPS observation, Texas Co-Ordinate System, North Central Zone, with a
beginning co-ordinate of: Northing = 8872563.944, Easting = 2484520.867;

THENCE North 88°52'55" East, 327.70 (Tanglewood Hollow Plat - N 89°54'55" E
327.70) along the north line of the Ruy tract and this tract, and along the
south line of Slippery Creek Court to a 3/4" steel rod found for a northeast
corner of said Ruy tract, and being the same for this tract, and also being an
interior corner of said Tanglewood Hollow addition,

THENCE South 01°04'09" East, 363.26 (Tanglewood Hollow Plat - S 00°04'00" E
363.00) along an east line of the Ruy tract and this tract, and along the
west line of the Tanglewood addition to a 1/2" steel rod found for an interior
corner of the Ruy tract and this tract, and a southwest corner of said
Tanglewood addition;

THENCE North 88°52'55" East, 947.87 feet (Tanglewood Hollow Plat - N
89°54'00" E, 947.83) along a north line of the Ruy tract and this tract, and
along the south line of said Tanglewood addition to a 1/2" steel rod found for
the northeast corner of the Ruy tract, and being the same for this tract, and
also being in the west line of Lot 2 of Ovilla Oaks Addition, an addition in Ellis
County, Texas, according to the plat thereof recorded in Cabinet B, Slide 900,
PRECT;

THENCE South 00°23'29" E 324.98 feet (Ovilla Oaks Addition - S 01°28'00" E)
along the east line of the Ruy tract and this tract, and along the west line of
said Ovilla Oaks Addition to a 1/2" steel rod found in the north line of Highland
Road (a 30' road dedication),

THENCE South 00°23'29" East 30.00 feet along the east line of the Ruy tract
and the tract to a magnetic rod set in the centerline of Highland Road for the
southeast corner of said Ruy tract, and being the same for this tract, and
also being the southwest corner of said Ovilla Oaks Addition, and being the
northeast corner of a called 3.54 acre tract described by deed recorded in
Volume 2461, Page 1566, OPRECT.

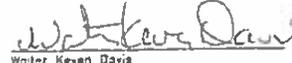
THENCE South 89°22'23" West along the centerline of Highland Road and along
the south line of the Ruy tract and this tract, and along the north line of
said 3.54 acre tract, at approximately 627.99 feet passing the northeast corner
of said 3.54 acre tract and the northeast corner of a called 4.759 acre tract
described by deed recorded in Volume 2305, Page 610, OPRECT, and continuing
a total distance of 1271.21 feet to a magnetic rod set in the centerline of
Highland Road and in the east line of Ovilla Road.

THENCE North 01°04'10" West, 30.30 feet along the east line of Ovilla Road and
along the west line of the Ruy tract and this tract to a 1/2" steel rod set at
the intersection of the north line of Highland Road and the east line of Ovilla
Road for corner;

THENCE North 01°04'10" West, 677.31 feet along the east line of Ovilla Road
and along the west line of the Ruy tract and this tract to the POINT OF
BEGINNING and containing approximately 12.949 acres of land.

SURVEYOR'S DECLARATION

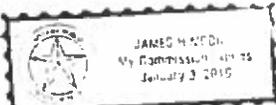
THIS is to declare that I, Walter Keven Davis, a Registered Professional Land
Surveyor of the State of Texas, have plotted the above subdivision from an
actual survey made on the ground; and that all lot corners, angle points,
and points of curve have been properly marked on the ground, and that this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


Walter Keven Davis
Texas Registration No. 4468

STATE OF TEXAS.

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

Give under my hand and seal this the 4 day of March, 2015


Notary Public in and for the
State of Texas
JAMES H. MCDILL
My Commission Expires
January 3, 2019

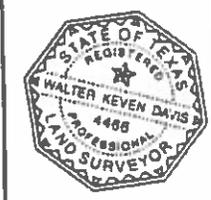
SIMPLIFIED PLAT
Tanglewood Hollow
Phase 2
12.949 Acres
J. Billingsley Survey, Abst.76
Ellis County, Texas

REVISIONS	BY

DAVIS & MCDILL, Inc.
ENGINEERS
D&M
SURVEYORS

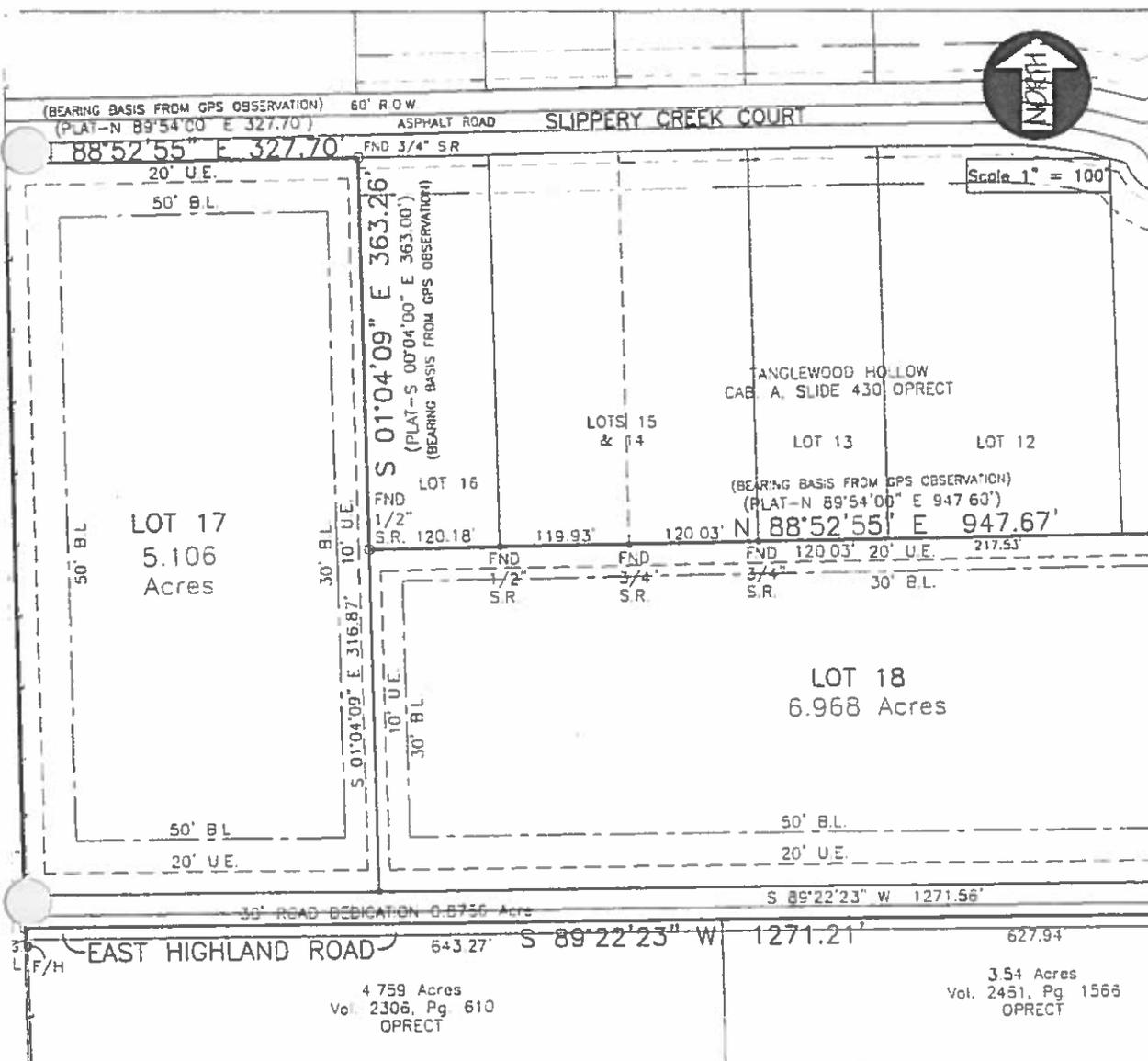
(A Texas licensed surveying firm # 101504-00)
CONSULTING ENGINEERS - LAND SURVEYORS
P.O. BOX 428, WAXAHACHIE, TEXAS 75168
PHONE: 972-938-1185 FAX: 972-937-0307

Date 2-25-15
Scale: 1"=100'
Drawn D. McDill
Job: 215-0053
Sheet 1
of 1 sheets.



SPI

SPI



NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That we, Patricia Ruyte, Linda Reeder, Michelle McCraw do hereby adopt this plat designating the hereinafter described property as a Simplified Plat of TANGLEWOOD HOLLOW, PHASE 2, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown herein; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE _____ DAY OF _____, 2015.

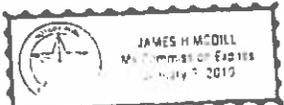
Patricia Ruyte Linda Reeder Michelle McCraw
 Patricia Ruyte Linda Reeder Michelle McCraw

STATE OF TEXAS.

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Patricia Ruyte known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

Give under my hand and seal this the 4 day of March, 2015.

[Signature]
 Notary Public in and for the State of Texas



STATE OF TEXAS.

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Linda Reeder, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

Give under my hand and seal this the 4 day of March, 2015.

[Signature]
 Notary Public in and for the State of Texas



STATE OF TEXAS

Before me the undersigned authority, a Notary Public personally appeared Michelle McCraw, known to me that executed and in the capacity stated.

Give under my hand and seal this the 4 day of _____, 2015.

[Signature]
 Notary Public in and for the State of Texas

STATE OF TEXAS; COUNTY OF ELLIS.

Certificate of approval by the Commissioners Court. Approved this date, the _____ day of _____, 2015.

This plat has been Preliminary/Final approved by the facility system pending any and all information as to Development.

Public Works Director

- 317-7210
- GENB
- cs
- Fence
- Sewer
- Track
- and Tel
- Appeals
- Corner
- se
- isement
- le
- Way
- Beginning
- ster
- share
- rent
- the
- & Utility

1.1
T. DEVELOPMENT
ELLIS COUNTY

JUN 16 AM 9:19

March 11, 2015

To: Ellis County Commissioner Court

From: Steve Spurgeon

**Request for Variance on 7.519 acre tract located on Log Cabin Road; Tax ID 215664;
Survey, tax information and legal description attached.**

I am the owner of this tract and I am requesting a variance to subdivide this tract into two separate tracts with less than 150 feet of frontage each. The total frontage per the survey is 256.43'. The proposed two tracts are described as below:

Tract # 1: 1.5 acres in size and with 128.215 feet of frontage on Log Cabin Road

Tract # 2: 6.019 acres in size and with 128.215 feet of frontage on Log Cabin Road

I have a purchaser for this property who requires this variance as a condition of the sale.

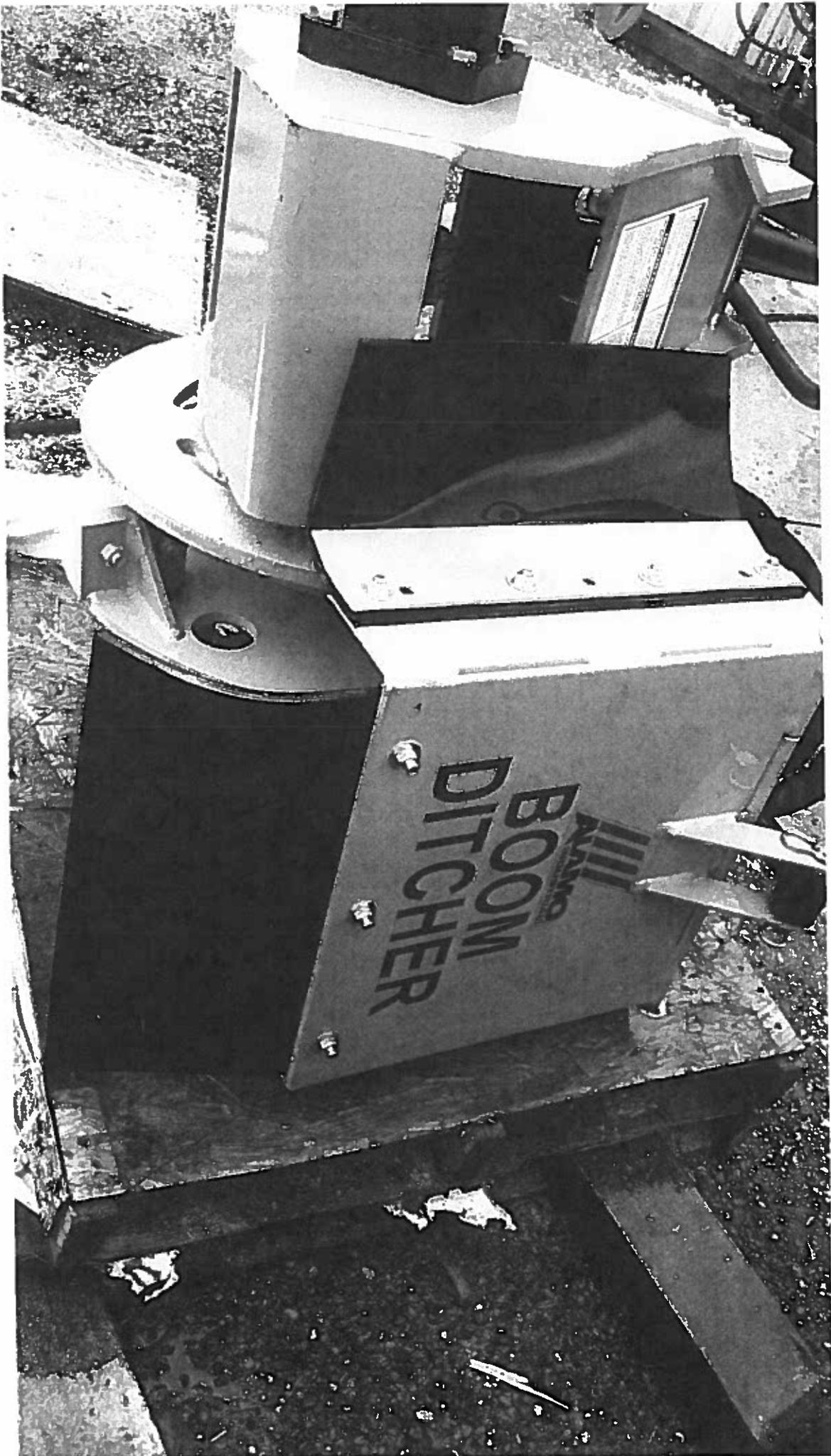


Steve Spurgeon, Owner
Ennis, Texas 75119

Amelia Valdez 469 658 5586



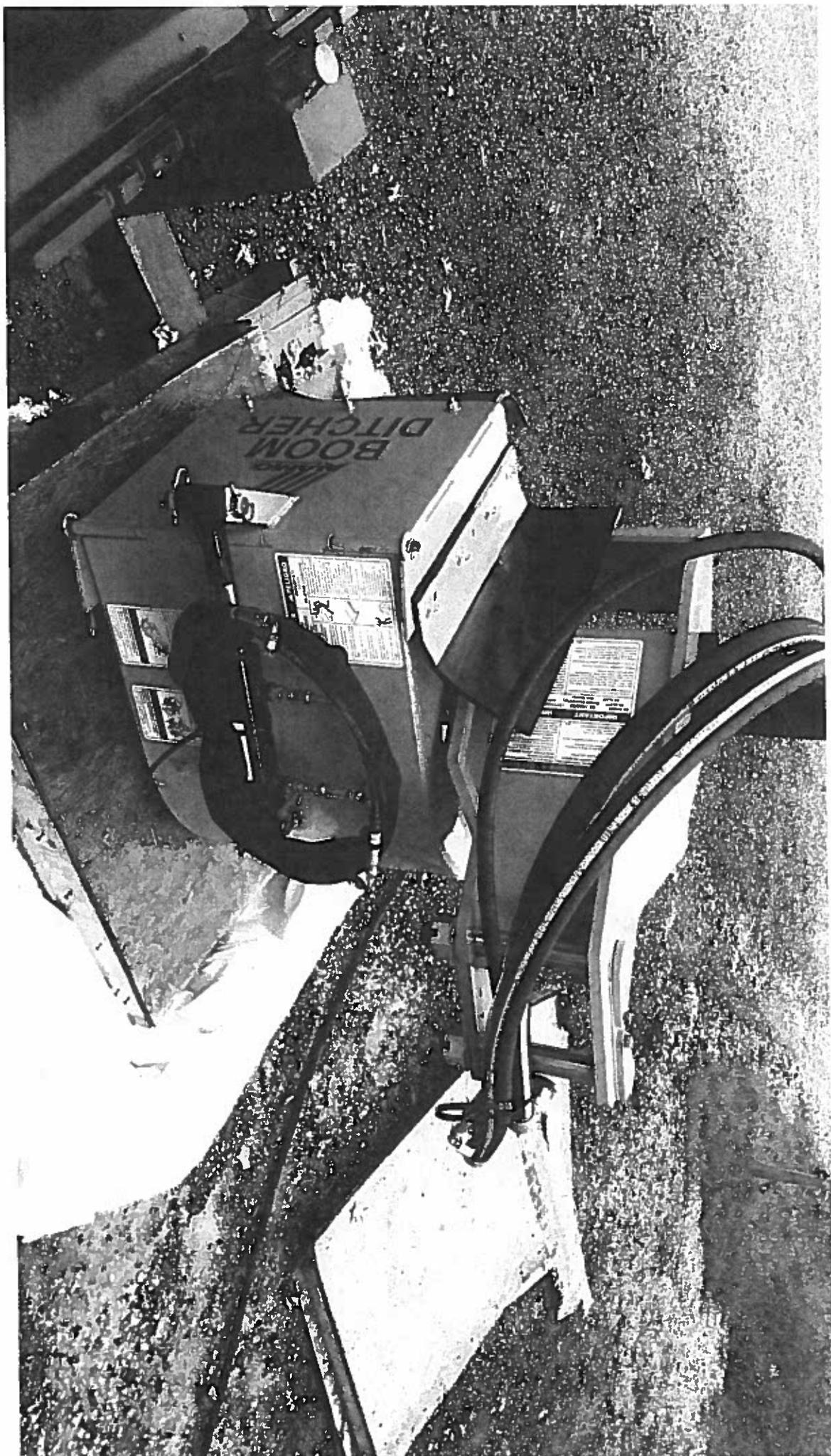




**BOOM
DITCHER**



2.1



BANE MACHINERY, INC.

•LESSOR•

2449 MANANA DRIVE
DALLAS, TX 75220

PHONE: (214) 352-2468

FAX: (214) 352-2460

P.O. BOX 541355
DALLAS, TX 75354



BANE MACHINERY FORT WORTH, L.P.

•LESSOR•

10505 NORTH FRWY
FT. WORTH, TX 76177

PHONE: (817) 847-5894

FAX: (817) 232-3382

P.O. BOX 77859

FT. WORTH, TX 76177

RENTAL CONTRACT

CUSTOMER INFORMATION

2735ml

PURCHASE/JOB#:		DATE:	3/24/15
LESSEE:	Ellis County Precinct 1	CONTACT NAME:	Jodd
ADDRESS:	P.O. Box 536	PHONE #:	972-449-3260
CITY:	Palmer	FAX:	972-449-2203
STATE:	TX	MOBILE:	214-882-1576
ZIP:	75152	EMAIL:	

JOBSITE LOCATION	* 1000 N Business I-45 Palmer, TX 75152
------------------	--

DESCRIPTION OF EQUIPMENT	BILLING INFORMATION		
STOCK:	RENTAL RATE:	1-WEEK	4-WEEK
10380		1200 ⁰⁰	3600 ⁰⁰
MAKE: Dynapac	SALES TAX:		
MODEL: CA250 DII	T.E.R.P. TAX:		
HOURS OUT: 415	H.E.T. TAX:		
SERIAL #: 10000108L0D007807	HAUL CHARGE: \$150 ⁰⁰ per hr 2 hr minimum		
DESCRIPTION: 84" Smooth Drum	TOTAL:		

DESCRIPTION OF ATTACHMENT(S)				ADDITIONAL RENTAL INFORMATION		
STOCK#	MAKE	MODEL	SERIAL #	RENTAL START DATE:		
				3/24/15		
				GUARANTEED RENTAL PERIOD:	1 week minimum	
				FIRST PAYMENT DUE DATE:	Net 30 days	
INSURANCE INFORMATION						
				INSURANCE CERTIFICATE PROVIDED?	YES	NO
				PURCHASE LOSS DAMAGE WAIVER (LDW)	YES	NO
				LDW AMOUNT (if no insurance on file) 15% OF RENTAL RATE LISTED ABOVE		
				EQUIPMENT VALUE:	\$125,000 ⁰⁰	

Rental rates are based on an 8 hour day, 40 hour week and 160 hour 4-week period. Machine to be returned in the same condition as received except for normal wear. Lessee is responsible for daily maintenance preventive maintenance, general servicing and care while machine on rent. Equipment must be returned full of fuel or be charged for fueling.

Current diesel cost is \$: _____ per gallon. Current fuel cost per gallon for (D.E.F.) diesel exhaust fluid is: \$ _____ per gallon.

CUSTOMER RESPONSIBLE FOR REVIEWING OPERATORS MANUAL FOR RE-FUELING REQUIREMENTS OF MACHINE RENTED.

NOTE: LOSS OF MACHINE PERFORMANCE AND FAILURE WILL RESULT IF D.E.F. TANK RUNS EMPTY OR IMPROPER FLUID HAS BEEN ADDED. DAMAGES AS A RESULT WILL BE CUSTOMERS RESPONSIBILITY.

Provide a current insurance certificate to include equipment coverage in accordance to the "General Conditions of Rental" Lessee agrees to general conditions of rental.

Initials _____

LESSEE'S SIGNATURE:

CUSTOMER RESPONSIBLE TO MAINTAIN CURRENT PROOF OF INSURANCE AT ALL TIMES TO AVOID LDW CHARGE. By signing this contract, customer understands the loss, destruction or damage to rented equipment is the renter's responsibility. The purchase of Loss Damage Waiver (LDW) is not mandatory and I may decline if I provide proof of acceptable coverage. Purchase of LDW cover the renter's responsibility for loss or damage to rented equipment resulting from covered perils (literature provided upon request) during the period of the rental agreement, subject to deductibles, terms-conditions and exclusions as stated in the contract NOTE: MISUSE AND/OR ABUSE OF THE EQUIPMENT ARE NOT COVERED UNDER LDW AND WILL BE THE FINANCIAL RESPONSIBLE OF THE RENTER. **LDW DEDUCTIBLE: \$1000.00**

LESSOR SIGNATURE:

DATE



2.2

BANE MACHINERY, INC. / P.O. BOX 541355 / DALLAS, TEXAS 75354-1355 / TELEPHONE 214/352-2468
TOLL FREE 1-800-594-2263
FAX 214/352-2460

March 17, 2015

Ellis County Precinct 1
P.O. Box 536
Palmer, TX 75152
Attn: Carol Haden
972-825-5330

We are pleased to quote the following Dynapac CA250 DII 84" Smooth Drum Roller for your consideration:

Model Dynapac CA250 DII 84" Smooth Drum Roller

Rental Rates:

\$3,600.00 per Month (4 weeks/28 days)
\$1,600.00 per Week

Hauling to Palmer, TX \$150.00 per hour (2 hour minimum)

All rates are based upon an 8-hour day, 40 hour week & 160 hour 4-Week Period. Proof of insurance will need to be provided at time of rental start period. Customer required to maintain machine during rental.

Once again, we appreciate the opportunity to quote your machinery needs. Should you have further questions, please feel free to contact myself @ 214-352-2468, or your government sales representative Johnny Alcala @214-878-3798.

Sincerely,

Michele Wilson
Bane Machinery, Inc.

Prices And Availability And Rates Are Subject To Change Without Notice.
Taxes Are Subject To Change, As Law Requires, Without Notice.

CENTURY TRUCKS VANS

1220 E MAIN ST
 GRAND PRAIRIE, TX 75050
 METRO (972)263-3952
 FAX (972)262-4134

2.3

17-Mar-15

DATE

Ellis County Rd & Bridge Precinct 4

NAME OF CUSTOMER

972 825-5305

HOME PHONE

WORK PHONE

1FTBF2A64CEC33344

VEHICLE I.D. NUMBER

Alex

Salesperson

31068

STOCK #

96,796

MILES

2012	Ford	F250	Regular Cab	XL
YEAR	MAKE	MODEL	BODY STYLE	TRIM PKG

EQUIPMENT:

- | | | | | |
|---|---|---|--|---|
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Plastic Bedliner | <input type="checkbox"/> Bucket/Captain Seats | <input type="checkbox"/> Running Boards | <input type="checkbox"/> Bobtail |
| <input type="checkbox"/> Diesel | <input type="checkbox"/> Spray Bedliner | <input type="checkbox"/> Ent. System | <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> stake Bed/Flatbed |
| <input type="checkbox"/> 6 cy L | <input type="checkbox"/> PWR. Seats | <input type="checkbox"/> AM/FM Tape/ CD | <input type="checkbox"/> Leather | <input type="checkbox"/> Trailer Towing |
| <input checked="" type="checkbox"/> Automatic | <input type="checkbox"/> PWR. Locks | <input type="checkbox"/> Sliding Window | <input type="checkbox"/> Dual Rear Wheels | <input type="checkbox"/> Alum/ Fiberglass Cab |
| <input type="checkbox"/> 4 5 6 Speed | <input type="checkbox"/> PWR. Windows | <input type="checkbox"/> Aux. Fuel Tank | <input type="checkbox"/> Lift Gate | <input type="checkbox"/> Utility Bed |
| <input checked="" type="checkbox"/> Air Cond. | <input type="checkbox"/> Theft Recovery | <input type="checkbox"/> Custom Wheels | <input type="checkbox"/> Dual Air Conditioning | <input type="checkbox"/> Other |

TRADE-IN INFORMATION

Year	Make	Model	V.I.N #
------	------	-------	---------

Selling Price	\$15,500.00
Trade Allowance	_____
Trade Difference	\$15,500.00
Diesel Tax	_____
Tax	_____
Vehicle Inventory Tax	\$36.15
Registration	_____
License Fee	\$5.00
State Inspection	\$39.75
*Documentary Fee	\$125.00
Extended Service Contract	_____
Total	\$15,705.90
Lien Payoff	_____
Sub. Total	\$15,705.90
Down Payment	_____
Balance Due	\$15,705.90

*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Payment of vehicle may be made by cash, cashier's check, or by drafting instructions from lending institution. This proposal is for customer information only and is not a binding document. No money has been collected. Selling price, equipment, and trade allowances subject to change without notice.

CENTURY TRUCKS VANS

1220 E MAIN ST
 GRAND PRAIRIE, TX 75050
 METRO (972)263-3952
 FAX (972)262-4134

2.3

17-Mar-15

DATE

Alex

Salesperson

Ellis County Rd & Bridge Precinct 4

NAME OF CUSTOMER

972 825-5305

HOME PHONE

WORK PHONE

31069

STOCK #

1FTBF2A68CEB85735

VEHICLE I.D. NUMBER

97,065

MILES

2012

Ford

F250

Regular Cab

XL

YEAR

MAKE

MODEL

BODY STYLE

TRIM PKG

EQUIPMENT:

- | | | | | |
|---|---|---|--|---|
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Plastic Bedliner | <input type="checkbox"/> Bucket/Captain Seats | <input type="checkbox"/> Running Boards | <input type="checkbox"/> Bobtail |
| <input type="checkbox"/> Diesel | <input type="checkbox"/> Spray Bedliner | <input type="checkbox"/> Ent. System | <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> stake Bed/Flatbed |
| <input type="checkbox"/> 6 cy L. | <input type="checkbox"/> PWR. Seats | <input type="checkbox"/> AM/FM Tape/ CD | <input type="checkbox"/> Leather | <input type="checkbox"/> Trailer Towing |
| <input checked="" type="checkbox"/> Automatic | <input type="checkbox"/> PWR. Locks | <input type="checkbox"/> Sliding Window | <input type="checkbox"/> Dual Rear Wheels | <input type="checkbox"/> Alum/ Fiberglass Cab |
| <input type="checkbox"/> 4 5 6 Speed | <input type="checkbox"/> PWR. Windows | <input type="checkbox"/> Aux. Fuel Tank | <input type="checkbox"/> Lift Gate | <input type="checkbox"/> Utility Bed |
| <input checked="" type="checkbox"/> Air Cond. | <input type="checkbox"/> Theft Recovery | <input type="checkbox"/> Custom Wheels | <input type="checkbox"/> Dual Air Conditioning | <input type="checkbox"/> Other |

TRADE-IN INFORMATION

Year	Make	Model	V.I.N #
------	------	-------	---------

*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Selling Price	\$15,500.00
Trade Allowance	_____
Trade Difference	\$15,500.00
Diesel Tax	_____
Tax	_____
Vehicle Inventory Tax	\$36.15
Registration	_____
License Fee	\$5.00
State Inspection	\$39.75
*Documentary Fee	\$125.00
Extended Service Contract	_____
Total	\$15,705.90
Lien Payoff	_____
Sub. Total	\$15,705.90
Down Payment	_____
Balance Due	\$15,705.90

Payment of vehicle may be made by cash, cashier's check, or by drafting instructions from lending institution. This proposal is for customer information only and is not a binding document. No money has been collected. Selling price, equipment, and trade allowances subject to change without notice.

3.1

**A RESOLUTION OF THE
ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, Ellis County desires to support H. B. 1187, which would designate the portion of U.S. Highway 287 in Midlothian between its intersection with Rex Odom Drive and its intersection with Kimble Road to the **Chris Kyle and Chad Littlefield Memorial Highway**; and

WHEREAS, Chris Kyle and Chad Littlefield devoted themselves to assisting war veterans suffering with post-traumatic stress disorder and helping those veterans make the adjustment back to everyday life; and

WHEREAS, Chris Kyle and Chad Littlefield leave behind a legacy of good citizenship, and therefore this community has sustained a great loss in their untimely deaths; and

NOW, THEREFORE BE IT RESOLVED that the Ellis County Commissioners' Court supports H.B 1187, which would officially name the portion of U.S. Highway 287 in the City of Midlothian between its intersection with Rex Odom Drive and its intersection with Kimble Road, the **Chris Kyle and Chad Littlefield Memorial Highway**, and that this change in name shall not become effective until September 1, 2015, so as to provide sufficient time for street sign changes.

In witness thereof, signed the 23th day of March, 2015.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

3.3

ONE TIME EXPENDITURES

VENDOR	OFFICE	DESCRIPTION	COST	
Cummins-Allison	Tax - Waxahachie	Deposit Balancing Manager	\$ 1,195.00	\$ 1,925.00
Cummins-Allison	Tax - Waxahachie	CAR/LAR Licensing	\$ 730.00	
Cummins-Allison	Treasurer	iFX 121 Jetscan	\$ 4,110.00	\$ 7,035.00
Cummins-Allison	Treasurer	Image Management Software	\$ 1,000.00	
Cummins-Allison	Treasurer	Deposit Balancing Manager	\$ 1,195.00	
Cummins-Allison	Treasurer	CAR/LAR Licensing	\$ 730.00	

TOTAL CUMMINS-ALLISON \$ **8,960.00**

Comerica	Tax - Ennis	TS240-100 Scanner	\$ 817.00
Comerica	Tax - Ennis	Scanner Set up	\$ 52.50
Comerica	Tax - Red Oak	TS240-100 Scanner	\$ 817.00
Comerica	Tax - Red Oak	Scanner Set up	\$ 52.50
Comerica	Tax - Midlothian	TS240-100 Scanner	\$ 817.00
Comerica	Tax - Midlothian	Scanner Set up	\$ 52.50

TOTAL COMERICA \$ **2,608.50**

Bank Supplies	All Offices	1 Yr Supply of secure bank bags	\$ 500.00
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TOTAL BANK SUPPLIES \$ **500.00**

TOTAL UPFRONT COST EQUIPMENT & SUPPLIES \$ **12,068.50**

ANNUAL EXPENDITURES

VENDOR	OFFICE	DESCRIPTION	COST	
Cummins-Allison	Tax - Waxahachie	Maintenance Agreement	\$ 553.00	
Cummins-Allison	Tax - Waxahachie	Software Support IMS	\$ 180.00	\$ 1,678.00
Cummins-Allison	Tax - Waxahachie	Software Support DBM	\$ 215.00	
Cummins-Allison	Tax - Waxahachie	CAR/LAR Licensing	\$ 730.00	
Cummins-Allison	Treasurer	Maintenance Agreement	\$ 553.00	
Cummins-Allison	Treasurer	Software Support IMS	\$ 180.00	\$ 1,678.00
Cummins-Allison	Treasurer	Software Support DBM	\$ 215.00	
Cummins-Allison	Treasurer	CAR/LAR Licensing	\$ 730.00	
Cummins-Allison	Treasurer			
TOTAL CUMMINS-ALLISON				\$ 3,356.00
Comerica	General Fund	Processing Image Cash Letter	\$ 3,412.00	
Comerica	General Fund	Remote Deposit Capture	\$ 243.60	
Comerica	General Fund	Remote Deposit Item	\$ 2,100.00	
TOTAL COMERICA				\$ 5,755.60
Bank Supplies	All Offices	1 Year Supply of secure bank bags	\$ 500.00	
TOTAL BANK SUPPLIES				\$ 500.00
TOTAL ANNUAL EXPENDITURES ESTIMATED				\$ 9,611.60

Amendment to Comerica Business and Personal Deposit Account Contract TO OBTAIN COMERICA BUSINESS DEPOSIT CAPTURESM SERVICE

The capitalized terms contained in this Amendment have the same meaning given to them in the Comerica Business and Personal Deposit Account Contract ("Contract"), which govern each of the undersigned Account Owner's bank Accounts at Comerica Bank.

The parties wish to amend the terms of the Contract as follows:

1. Paragraph 2.16, Deposits, is amended to add the following language as subparagraph 2.16.05:

"2.16.05. Comerica Business Deposit Capture Service. The Comerica Business Deposit Capture Service (sometimes referred to as "Service") allows you to make deposits to your Account including a Dominion of Funds Account established by Comerica Bank associated with your loan (also referred to as "Account" for the purpose of using this Service to make deposits to the DOF Account), by transmitting to us an electronic deposit slip along with the image of the checks that you wish to deposit.

By signing the Amendment to obtain Comerica Business Deposit Capture Service (sometimes referred to as "Service"), you agree to use the Business Deposit Capture Service in accordance with the terms stated in the Amendment, and you agree to pay the fees outlined in the "Business Deposit Capture Fees" attachment.

User Guide You acknowledge receipt of Comerica's Business Deposit Capture User Guide ("User Guide") and you agree to the terms stated in the User Guide. We reserve the right to update the User Guide from time to time by providing you notice of the changes. Such changes shall be effective after we have sent the changes (electronically, by U.S. mail or personal delivery) and your continued use of the Business Deposit Capture Service after such changes have been sent to you constitutes your agreement to such changes.

Liability You may deposit checks using the Business Deposit Capture Service only to the Accounts that have been set up by us to accept electronic deposit slips and electronic images of checks for deposit. The transmission of the check images and electronic deposit slip must be of a type and in a form acceptable to us which is described in the User Guide or other material we provide you in conjunction with the Business Deposit Capture Service.

Unless prohibited by law, you will be liable to us to the same extent that we are liable under federal and state law and regulation and clearing house association rules, including the possibility of consequential damages, to the maker/drawer of the original check that you imaged and sent to us electronically, any intermediary financial institution and the paying bank/financial institution if:

(a) any check that you imaged and transmitted to us is re-presented after payment has been made on the check by the financial institution on which it was drawn or payable through.

(b) any check you image and transmit to us is not of the quality that we have advised you that we require or is not of such higher standard of quality as required by law or regulation and as a result the image, Substitute Check (as defined by law) or Image Replacement Document (as defined by law or check clearinghouse rules) we placed into the banking system for payment was not of the quality we required or such higher standard as required by law or regulation.

(c) the maker/drawer of a check you imaged and transmit to us suffered a loss that could have been prevented had the original item been presented for clearing and payment. By way of example only of this type of liability: if the dollar amount of the original check was \$10 but was altered to read \$100 before you imaged it and the maker's account was debited for \$100 or was returned for NSF but would not have been returned had it read \$10. You will have liability if either of these outcomes would not have occurred if (i) the check in its altered state were presented in its original form (not imaged) and (ii) the alteration would have been detected.

Risk Mitigation Due to the inherent risk of fraud or loss due to improper management of the Service, we require that you agree to the following risk mitigation controls as a condition of using the Service:

a) You agree to keep the original checks that you have imaged and transmitted to us in a secure place until they are destroyed.

b) You agree to adopt a check destruction policy and practice designed to prevent re-presentation of checks already presented for deposit.

c) You agree to track processing of scanned checks, prior to their destruction, to avoid duplicate deposits.

d) You agree to refrain from depositing Demand Drafts or Remotely Created Checks through the Service unless approved by Comerica in a separate amendment

Equipment You agree to use the type of equipment and telecommunication services we may specify from time to time. Failure to use the recommended equipment and/or telecommunications services may impact the ability to use or affect the quality of the Business Deposit Capture Service. Any equipment that we may order on your behalf in connection with the Business Deposit Capture Service shall be covered by a separate agreement executed by you and our scanner service provider. We make no representations or warranties concerning, and have no responsibility or liability for this equipment or services that we do not provide to you under a written agreement. Any equipment we give to you to use during a testing or pilot period of the Comerica Business Deposit Capture Service is not to be shared by you with any other person or entity without our prior written consent, which may be conditioned upon the third party's agreement to contractual terms that are acceptable to us.

Security We will provide user IDs and passwords in the manner described in the User Guide and/or in the online screens which must be utilized in conjunction with the Comerica Business Deposit Capture Service ("Security Procedure"). By utilizing the Business Deposit Capture Service and employing the Security Procedure, you agree that the Security Procedure is commercially reasonable for the type, size and volume of deposit transactions you will conduct using the Service. If you do not believe that the Security Procedure is sufficient or reasonable for the type of deposit you intend to make, you agree to use another means to make your deposit (e.g. deposit at a branch or other method we may offer).

You are responsible for establishing and maintaining procedures that assure the confidentiality of the user IDs, passwords and the Security Procedure. If you or your agents have reason to believe that any user ID, password or any part of the Security Procedure has or may have become compromised in any manner, or is known by unauthorized persons (whether or not employed by you), you must immediately notify us by telephone and confirm the oral notification in writing within 24 hours. We will act on your notice as soon as practical and will replace the Security Procedure in accordance with our security requirements if replacement is deemed by us to be appropriate action. You will be solely liable for all transactions that were initiated utilizing the Security Procedure before we received and had a reasonable opportunity to act on your notice, but in no event will you be liable for any loss resulting from a breach of the Security Procedure due to the negligent or wrongful acts by us or our employees.

We reserve the right to change, implement or require new and/or additional Security Procedure or features thereof by giving oral or written notice to you. You agree that your use of the Comerica Business Deposit Capture Service after we provide notice of any such described change will be deemed to constitute acceptance by you of the new Security Procedure. We reserve the right with or without notice at any time to revoke, or to require you to replace or delete, any password, customer identification number, login, digital certificate, or other security device or code used in connection with a Service, if we believe that the security of the service or system has been or may be breached, and the parties' rights and obligations under this Agreement will not be altered by such action.

By using the Comerica Business Deposit Capture Service you warrant to us that you will not cause or allow any other person or entity to re-present the checks and drafts that you have imaged and transmitted to us for deposit unless we have advised you that we were unable to process the image or give you credit for the item. Generally we will advise you within one Business Day, but in no event more than two Business Days following our receipt of your transmission if we were not able to process or credit your designated Account for a particular item. You warrant to us, with respect to each Check Image submitted to us that you have submitted it in the format and with such associated check information that we may specify from time to time, that each Check Image accurately represents all of the information on the front and back of the original check, that all such information is legible on the Check Image; and that no person will receive presentment of the original check, its legal equivalent, or a paper or electronic representation of the original check or its legal equivalent, such that that person will be asked to make a payment based on a check that it has already paid.

Image Quality We reserve the right to transmit an image for payment or create a Substitute Check or Image Replacement Document for presentment directly or indirectly through the banking check clearing system for final presentment to the financial institution on which the item was drawn or was payable through. If we advise you that we were not able to process your imaged item or give you credit for the item for any reason other than "account closed" or "refer to maker" or "stop payment", you may attempt to redeposit the item using the remote check deposit service or deliver the item for deposit as you would have had you not had the remote check deposit service. We recommend, although we do not require, that you destroy the original check within 10 days of your Account being credited for the item to reduce the possibility and risk that the item re-enter the banking system process.

You agree to indemnify, to the extent permitted by law, defend and hold our affiliates and us harmless from and against any and all losses, claims, damages, costs and expenses (including reasonable attorneys' fees) incurred or experienced by any of them arising out of the Business Deposit Capture Service, including without limitation any breach or alleged breach of the warranties you make herein. Notwithstanding the foregoing, this indemnification shall not extend

to any acts attributable solely to Comerica Bank's negligence or willful misconduct in regard to the Business Deposit Capture Service.

Fees for the Business Deposit Capture Service. You agree to pay us for the Service in accordance with fees and method of payment as stated in the "Comerica Business Deposit Capture Schedule of Fees" as such fees may be changed from time to time by us upon giving you at least 15 days prior notice. Such charges do not include, and you will be responsible for payment of, other applicable deposit Account fees and charges as contained in the Contract covering the Accounts to which you will make deposits using this Service.

The amount due us for the Service may be charged to you through account analysis or may be charged as a direct fee debited to a Comerica Account you specify and we agree to debit. If your monthly analysis credit is insufficient to pay the amount due, we may debit any Account that you specified for such purpose and if such Account does not have sufficient funds, we may debit any Account you maintain with us, whether or not such debit(s) creates an overdraft. If there are no Accounts with sufficient funds to cover the amount due us, you agree to pay such amounts directly to us upon demand.

You shall reimburse us for any actual expenses we may incur to revoke the Service if you are in default of the terms of this Contract, other agreements applicable to the Business Deposit Capture Service, for any damage not caused by normal use of the equipment we provide you to enable you to use the Service and for the return of the equipment, if applicable.

Unless otherwise specifically stated to the contrary in this Contract, in the event of any damages for which we or you may be liable to the other or to a third party with respect to the Business Deposit Capture Service, we and you will undertake reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

This Agreement will not relieve you or the Bank of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. You shall retain and provide to us upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least two Business Days following the date we credited your Account for the deposit made using the Business Deposit Capture Service.

You acknowledge that all user guides we provide to you to use the Comerica Business Deposit Capture Service constitute proprietary property of ours having great commercial value to us. Copying of such User Guides, and related documentation is strictly prohibited without our written consent. You shall not acquire any proprietary interest or rights in the Service as a result of using the Service, and you shall not allow any other entity or person to use the Service without our prior written consent.

Upon termination of the Comerica Business Deposit Capture Service you will destroy any proprietary property regarding the Service which we have provided to you and you will take such action as necessary to insure that the Service cannot be used. You agree to provide to us at our request a written affidavit executed by one of your most senior officers, certifying the destruction or disabling of such proprietary information.

Termination of the Business Deposit Capture Service.

I. We may, in our sole discretion, terminate the Service:

a. For cause, and such termination shall become effective immediately upon mailing, faxing or otherwise giving you notice unless otherwise indicated, if:

- (1) All of your Accounts set up for the Comerica Business Deposit Capture Service are closed.
- (2) You do not meet our qualification requirements for this Service, or
- (3) You are in default of any terms of the Contract or any other agreement associated with the Service and all applicable cure/grace periods have expired.

b. Without cause (for any reason), upon giving you 30 days prior written notice.

II. You may terminate this Service at any time upon giving us notice of your intent to terminate and you must discontinue the use of the Service and return the equipment that we have provided, if any. Such notice shall be deemed effective when you have met all of these conditions.

III. The rights and responsibilities of the parties shall continue following termination of the Service as to transactions conducted prior to the effective termination date.

Paragraph 6.02 General Availability of Funds Deposited, is amended to add the following language to the end of the first paragraph:

"Deposits made using the Comerica Business Deposit Capture Service, is to make funds from your deposit available to you for all purposes except outgoing wire transfers on the first Business Day after the day we receive your deposits. Checks received through the use of the Comerica Business Deposit Capture Service will be deemed received on the day indicated on electronic receipt acknowledgement we send to you. If the day indicated is a Bank Holiday, Saturday or Sunday, your deposit will be deemed received on the first Business Day thereafter."

Except as otherwise set forth herein, the terms of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the _____ day of _____, 20____.

Customer

ELLIS COUNTY

Customer Name

109 S JACKSON ST

Street Address

WAXAHACHIE, TX 75165-3745

City, State, Zip

Authorized Signature

Authorized Signer (Print)

Title

Telephone No.

Date

Comerica Bank

Authorized Signature

ANGELA DUWE

Authorized Signer (Print)

VICE PRESIDENT

Title

(214)589-4767

Telephone No.

Date

03-07-11

WAUSAU FINANCIAL SYSTEMS, INC.
SALES CONTRACT

TERMS AND CONDITIONS

Product Use Acknowledgement. Customer acknowledges and agrees that products purchased under this Agreement will be used only in the ordinary course of Customer's business in Customer's organization.

Prices; Payment. The prices shown on the front will apply to product purchases and maintenance contracts under this Agreement. Payment is due prior to shipment. Customer shall be responsible for all taxes related to the purchase of products under this Agreement.

Delivery. WAUSAU will ship all products to the address specified by Customer. Customer will be responsible for all costs of shipping and handling. Risk of loss shall pass to Customer upon delivery of the products to Customer's unloading facility. Title to software remains with WAUSAU; title to all other products will pass to Customer upon full payment for such products.

Maintenance Options. WAUSAU will provide maintenance services to Customer in accordance the maintenance option selected by Customer. Maintenance is available only if purchased at time of order.

Limitation of Liability. IN NO EVENT SHALL WAUSAU BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, EVEN IF WAUSAU WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WAUSAU'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO WAUSAU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE, OR THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO WAUSAU IF SUCH PAYMENTS HAVE BEEN MADE FOR LESS THAN TWELVE (12) MONTHS FROM WHEN THE CLAIM FIRST AROSE.

Warranty. The Equipment warranty will be the warranty provided by the manufacturer of the Equipment and will be subject to all of the restrictions and limitations of the applicable manufacturer's warranty. WAUSAU hereby assigns to Customer all assignable warranties, representations and indemnities granted to WAUSAU by all Equipment manufacturers, and all remedies for breach of such warranties, representations and indemnities. To the extent that WAUSAU is not permitted to assign any of such warranties and indemnities to Customer, WAUSAU shall use commercially reasonable efforts to enforce such warranties and indemnities on behalf, and at the expense, of Customer to the extent WAUSAU is permitted to do so under the terms of any applicable third party agreements. The remedy provided by the manufacturer's warranty shall be Customer's sole remedy for defective products. WAUSAU disclaims all warranties, express or implied, with respect to the products sold hereunder, including without limitation the implied warranties of merchantability and fitness for a particular purpose, and those arising from a course of performance, a course of dealing or trade usage.

General. This Agreement constitutes the entire agreement between Customer and WAUSAU with respect to the products to be supplied hereunder, and supersedes all prior communications between the parties with respect thereto. No modifications or amendments to this Agreement, nor any waiver of its provisions, shall be valid unless in writing and signed by authorized representatives of both parties. The terms and conditions of any written order or other instrument issued by Customer before or after the effective date of this Agreement pertaining to the products purchased hereunder shall not be applicable. Neither party to this Agreement will be liable for delay or failure to perform due to causes beyond its reasonable control.

Interpretation. This Agreement will be interpreted in accordance with the laws of the state of Wisconsin.



Rapid Exchange. WAUSAU will ship to you a replacement Product from spare unit inventory to arrive the next business day, if the call is placed prior to 3:00 Eastern Time. When the spare unit arrives at Customer site, Customer personnel will replace the failed unit with the working spare unit. Customer will pack the failed unit in the received box and use the packaging material that was sent with the spare. Customer will apply the return shipping address label provided within the box to the outside of the box and mark the Work Order number on the shipping label. Customer will, at Customer expense, ship the failed unit directly to the designated depot facility so it is received within five (5) days. Failure to do so will result in a charge to your institution for the value of the unit.

Repair services due to the following are considered special services and are not covered by the fee paid

1. Any equipment maintenance services, materials or parts needed as a result of Customer's failure to perform factory recommending cleaning and operator maintenance
2. Customer or any third party's negligence, misuse, or abuse, including the failure to operate products in accordance with WAUSAU's power, environmental, and other specifications
3. Improper use of or failure to use supplies not meeting the manufacturer's specifications
4. Damage to products caused by a repair or an attempted repair by any party other than WAUSAU or WAUSAU authorized service providers
5. Fire, acts of God, forces of nature, war, strikes, power line fluctuations, conductive materials or water entering the equipment
6. damage ordinarily covered by insurance

Special Services can be provided by WAUSAU on a time and materials basis. All charges for Special Service shall be payable by Customer upon receipt of invoice from WAUSAU.

Depot Maintenance - Customer will pack the failed unit in industry standard packaging material to prevent damage to the equipment and mark the Work Order number on the shipping label. Customer will, at Customer expense, ship the failed unit directly to the designated depot facility. Once received, WAUSAU will repair or replace the failed unit, typically in three (3) to seven (7) business days. WAUSAU will ship to you the repaired or replaced unit to arrive within five (5) business days. When the unit arrives at Customer site, Customer personnel will install the working unit.

WAUSAU FINANCIAL SYSTEMS, INC.
SALES CONTRACT

TERMS AND CONDITIONS

Product Use Acknowledgement. Customer acknowledges and agrees that products purchased under this Agreement will be used only in the ordinary course of Customer's business in Customer's organization.

Prices; Payment. The prices shown on the front will apply to product purchases and maintenance contracts under this Agreement. Payment is due prior to shipment. Customer shall be responsible for all taxes related to the purchase of products under this Agreement.

Delivery. WAUSAU will ship all products to the address specified by Customer. Customer will be responsible for all costs of shipping and handling. Risk of loss shall pass to Customer upon delivery of the products to Customer's unloading facility. Title to software remains with WAUSAU; title to all other products will pass to Customer upon full payment for such products.

Maintenance Options. WAUSAU will provide maintenance services to Customer in accordance the maintenance option selected by Customer. Maintenance is available only if purchased at time of order.

Limitation of Liability. IN NO EVENT SHALL WAUSAU BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, EVEN IF WAUSAU WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WAUSAU'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO WAUSAU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE, OR THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO WAUSAU IF SUCH PAYMENTS HAVE BEEN MADE FOR LESS THAN TWELVE (12) MONTHS FROM WHEN THE CLAIM FIRST AROSE.

Warranty. The Equipment warranty will be the warranty provided by the manufacturer of the Equipment and will be subject to all of the restrictions and limitations of the applicable manufacturer's warranty. WAUSAU hereby assigns to Customer all assignable warranties, representations and indemnities granted to WAUSAU by all Equipment manufacturers, and all remedies for breach of such warranties, representations and indemnities. To the extent that WAUSAU is not permitted to assign any of such warranties and indemnities to Customer, WAUSAU shall use commercially reasonable efforts to enforce such warranties and indemnities on behalf, and at the expense, of Customer to the extent WAUSAU is permitted to do so under the terms of any applicable third party agreements. The remedy provided by the manufacturer's warranty shall be Customer's sole remedy for defective products. WAUSAU disclaims all warranties, express or implied, with respect to the products sold hereunder, including without limitation the implied warranties of merchantability and fitness for a particular purpose, and those arising from a course of performance, a course of dealing or trade usage.

General. This Agreement constitutes the entire agreement between Customer and WAUSAU with respect to the products to be supplied hereunder, and supersedes all prior communications between the parties with respect thereto. No modifications or amendments to this Agreement, nor any waiver of its provisions, shall be valid unless in writing and signed by authorized representatives of both parties. The terms and conditions of any written order or other instrument issued by Customer before or after the effective date of this Agreement pertaining to the products purchased hereunder shall not be applicable. Neither party to this Agreement will be liable for delay or failure to perform due to causes beyond its reasonable control.

Interpretation. This Agreement will be interpreted in accordance with the laws of the state of Wisconsin.



Rapid Exchange. WAUSAU will ship to you a replacement Product from spare unit inventory to arrive the next business day, if the call is placed prior to 3:00 Eastern Time. When the spare unit arrives at Customer site, Customer personnel will replace the failed unit with the working spare unit. Customer will pack the failed unit in the received box and use the packaging material that was sent with the spare. Customer will apply the return shipping address label provided within the box to the outside of the box and mark the Work Order number on the shipping label. Customer will, at Customer expense, ship the failed unit directly to the designated depot facility so it is received within five (5) days. Failure to do so will result in a charge to your institution for the value of the unit.

Repair services due to the following are considered special services and are not covered by the fee paid

1. Any equipment maintenance services, materials or parts needed as a result of Customer's failure to perform factory recommending cleaning and operator maintenance
2. Customer or any third party's negligence, misuse, or abuse, including the failure to operate products in accordance with WAUSAU's power, environmental, and other specifications
3. Improper use of or failure to use supplies not meeting the manufacturer's specifications
4. Damage to products caused by a repair or an attempted repair by any party other than WAUSAU or WAUSAU authorized service providers
5. Fire, acts of God, forces of nature, war, strikes, power line fluctuations, conductive materials or water entering the equipment
6. damage ordinarily covered by insurance

Special Services can be provided by WAUSAU on a time and materials basis. All charges for Special Service shall be payable by Customer upon receipt of invoice from WAUSAU.

Depot Maintenance - Customer will pack the failed unit in industry standard packaging material to prevent damage to the equipment and mark the Work Order number on the shipping label. Customer will, at Customer expense, ship the failed unit directly to the designated depot facility. Once received, WAUSAU will repair or replace the failed unit, typically in three (3) to seven (7) business days. WAUSAU will ship to you the repaired or replaced unit to arrive within five (5) business days. When the unit arrives at Customer site, Customer personnel will install the working unit.

**Amendment to
Comerica Business and Personal Deposit Account Contract
TO OBTAIN COMERICA IMAGE DEPOSIT SERVICE**

The capitalized terms contained in this Amendment have the same meaning given to them in the Comerica Business and Personal Deposit Account Contract ("Contract") which governs each of the undersigned Account Owner's bank Accounts at Comerica Bank.

The parties wish to amend the terms of the Contract as follows:

1. Paragraph 2.16, Deposits, is amended to add the following language as subparagraph 2.16.05:

"2.16.05. Comerica Image Deposit Service. The Comerica Image Deposit Service (Service) allows you to make deposits to your Account by transmitting to us images of the checks that you wish to deposit in the manner described in the Cash Letter User Guide.

By signing this Amendment, you agree to use the Service in accordance with the terms stated in the Amendment and you agree to pay the fees outlined in the "Image Capture Fees" attachment.

You acknowledge receipt of Comerica's Cash Letter User Guide ("User Guide") and you agree to the terms stated in the User Guide. We reserve the right to update the User Guide from time to time to include information relating to new features. Changes to the User Guide may be made by us without your consent and your continued use of the Service after any updates have been made and sent to you constitutes your agreement to such changes.

You may deposit checks using the Service only to the Accounts that have been set up by us to accept electronic image deposits.

Unless prohibited by law, you will be liable to us to the same extent that we are liable under federal and state law and regulation and clearing house association rules, including the possibility of consequential damages, to the maker/drawer of the original check that you imaged and sent to us electronically, any intermediary financial institution and the paying bank/financial institution if:

(a) any check that you imaged and transmitted to us is re-presented after payment has been made on the check by the financial institution on which it was drawn or payable through.

(b) any check you image and transmit to us is not of the quality that we have advised you that we require or is not of such higher standard of quality as required by law or regulation and as a result of the image, Substitute Check (as defined by law) or Image Replacement Document (as defined by law or check clearinghouse rules) we placed into the banking system for payment was not of the quality we required or such higher standard as required by law or regulation.

(c) the maker/drawer of a check you imaged and transmit to us suffered a loss that could have been prevented had the original item been presented for clearing and payment. By way of example only of this type of liability: if the dollar amount of the original check was \$10 but was altered to read \$100 before you imaged it and the maker's account was debited for \$100 or was returned for NSF but would not have been returned had it read \$10. You will have liability if

Amendment to
Comerica Business and Personal Deposit Account Contract
TO OBTAIN COMERICA IMAGE DEPOSIT SERVICE

either of these outcomes would not have occurred if the original check in its altered state was presented provided that the alteration would have been detected.

You agree to keep the original checks that you have imaged and transmitted to us in a secure place until they are destroyed and adopt a check destruction policy and practice designed to prevent re-presentation of checks already presented for deposit.

We will provide user IDs and/or passwords in the manner described in the User Guide and/or in the online screens which must be utilized in conjunction with the Service ("Security Procedure"). By utilizing the Service and employing the Security Procedure, you agree that the Security Procedure is commercially reasonable for the type, size and volume of deposit transactions you will conduct using the Service.

You are responsible for establishing and maintaining procedures that assure the confidentiality of the user IDs, passwords and the Security Procedure. If you or your agents have reason to believe that any user ID, password or any part of the Security Procedure has or may have become compromised in any manner, or is known by unauthorized persons (whether or not employed by you), you must immediately notify us by telephone and confirm the oral notification in writing within 24 hours. We will act on your notice as soon as practical and will replace the Security Procedure in accordance with its security requirements if replacement is deemed by us to be appropriate action. You will be solely liable for all transactions that were initiated utilizing the Security Procedure before we received and had a reasonable opportunity to act on the notice.

We reserve the right to change, implement or require new and/or additional Security Procedure or features thereof by giving oral or written notice to you. You agree that your use of the Service after we provide notice of any such described change will be deemed to constitute acceptance by you of the new Security Procedure. We reserve the right with or without notice at any time to revoke, or to require you to replace or delete, any password, customer identification number, login, digital certificate, or other security device or code used in connection with a Service, and the parties' rights and obligations under this Agreement will not be altered by such action.

By using the Service you warrant to us that you will not cause or allow any other person or entity to represent the checks and drafts that you have imaged and transmitted to us for deposit unless we have advised you that we were unable to process the image or give you credit for the item. Generally we will advise you no later than two Business Days following our receipt of your transmission if we were not able to process or credit your designated Account for a particular item. You warrant to us, with respect to each check image submitted to us that you have submitted it in the format and with such associated check information that we may specify from time to time, that each check image accurately represents all of the information on the front and back of the original check, that all such information is legible on the check image; and that no person will receive presentment of the original check, its legal equivalent, or a paper or electronic representation of the original check or its legal equivalent, such that that person will be asked to make a payment based on a check that it has already paid.

We reserve the right to transmit an image for payment or create a Substitute Check or Image Replacement Document for presentment directly or indirectly through the banking check

Amendment to
Comerica Business and Personal Deposit Account Contract
TO OBTAIN COMERICA IMAGE DEPOSIT SERVICE

clearing system for final presentment to the financial institution on which the item was drawn or was payable through. If we advise you that we were not able to process your imaged item or give you credit for the item for any reason other than "account closed" or "refer to maker" or "stop payment", you may attempt to redeposit the item using the remote check deposit service or deliver the item for deposit as you would have had you not had the remote check deposit service. We recommend, although we do not require, that you destroy the original check within 10 days of your Account being credited for the item to reduce the possibility and risk that the item re-enter the banking system process.

You agree to indemnify, defend and hold us and our affiliates harmless from and against any and all losses, claims, damages, costs and expenses (including reasonable attorneys' fees) incurred or experienced by any of them arising out of the Service, including without limitation any breach or alleged breach of the above warranties.

Fees for Image Deposit Service. You agree to pay us for the Service in accordance with fees and method of payment as stated in Attachment 1 "Image Deposit Fees" as such fees may be changed from time to time by us upon giving you at least 30 days prior notice. Such charges do not include, and you will be responsible for payment of, other applicable deposit Account fees and charges as contained in the Contract covering the Accounts to which you will make deposits using this Service.

The amount due us for the Service may be charged to you through account analysis or may be charged as a direct fee debited to a Comerica Account you specify and we agree to debit. If your monthly analysis credit is insufficient to pay the amount due, we may debit any Account that you specified for such purpose and if such Account does not have sufficient funds, we may debit any Account you maintain with us, whether or not such debit(s) creates an overdraft. If there are no Accounts with sufficient funds to cover the amount due us, you agree to pay such amounts directly to us upon demand.

You shall reimburse us for any actual expenses we may incur to revoke the Service if you are in default of the terms of this Contract.

Unless otherwise specifically stated to the contrary in this Contract, in the event of any damages for which we or you may be liable to the other or to a third party with respect to the Service, we and you will undertake reasonable efforts to cooperate with each other (as permitted by applicable law) in performing loss recovery efforts and in connection with any action(s) that the relevant party may be obligated to defend or elect to pursue against a third party.

This Agreement will not relieve you of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. You shall retain and provide to us upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least ten (10) Business Days following receipt by us of the deposit, transmission file, entry, or other order affecting any of your Account(s).

You are in the best position to discover and report any discrepancies including deposits missing from your Account. You agree to notify us immediately of any error, discrepancy or

**Amendment to
Comerica Business and Personal Deposit Account Contract
TO OBTAIN COMERICA IMAGE DEPOSIT SERVICE**

missing transaction you discover on any statement or notice we provide to you. The Bank offers several services that allow you to determine within one Business Day whether your Deposit was appropriately credited to your Account.

You acknowledge that all user guides we provide to you to use the Service constitute proprietary property of ours having great commercial value to us. Copying of the User Guides and documentation is strictly prohibited without our written consent. We consent to your making copies of the User Guide as necessary for your own use of the Service.

Upon termination of the Service you will destroy any proprietary property and documentation. You agree to provide to us at our request a written affidavit executed by one of your most senior officers, certifying the destruction or disabling of such proprietary information.

Termination of the Service.

I. We may, in our sole discretion, terminate the Service:

a. For cause, and such termination, shall become effective immediately upon mailing, faxing or otherwise giving you notice unless otherwise indicated, if:

- (1) All of your Accounts set up for the Service are closed.
- (2) You do not meet our qualification requirements for this Service, or
- (3) You are in default of any terms of the Contract or any other agreement associated with the Service

b. Without cause (for any reason), upon giving you 30 days prior written notice.

II. You may terminate this Service at any time upon giving us notice or discontinuing the use of the Service. Such notice shall be deemed effective when you have met all of these conditions.

III. The rights and responsibilities of the parties shall continue following termination of the Service as to transactions conducted prior to the effective termination date."

2. Paragraph 6.02 General Availability of Funds Deposited, is amended to add the following as subparagraph (e):

"(e) made using the Comerica Image Deposit Service, is to make funds from your deposit available to you for all purposes on the first Business Day after the day we receive your deposits. Checks received through the use of the Service will be deemed received as described in the User Guide. If the day indicated is a Bank Holiday, Saturday or Sunday, your deposit will be deemed received on the first Business Day thereafter."

Except as otherwise set forth herein, the terms of this Contract shall remain in full force and effect.

**Amendment to
Comerica Business and Personal Deposit Account Contract
TO OBTAIN COMERICA IMAGE DEPOSIT SERVICE**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the _____
day of _____, 20__.

Comerica Bank

ELLIS COUNTY
(Customer Name)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

**Amendment to
Comerica Business and Personal Deposit Account Contract
TO OBTAIN COMERICA IMAGE DEPOSIT SERVICE**

ATTACHMENT 1

FEEES FOR IMAGE DEPOSIT SERVICE

In addition to the standard fees for the Account which have been provided to you, including per item deposit fees, the following fees will apply:

Waived for the remainder of the current contract

Will be renegotiated with new contract pending mid 2015

Electronic Notifications Service Agreement

The undersigned Customer agrees to receive the following Electronic Notifications and Comerica Bank ("Bank") agrees to provide them subject to the following terms:

1. If the Service for which you are obtaining Electronic Notification alerts is subject to an agreement entered into by the Customer and Comerica Bank, the terms of that service agreement are incorporated herein by reference. If the Service for which you are obtaining an Electronic Notification is not subject to a separate agreement between Customer and Comerica Bank, the terms of the deposit contract applicable to your account(s) for which you are receiving the electronic notification shall prevail, except to the extent the terms conflict with this Service Agreement, in which case the conflicting terms in this Service Agreement shall prevail to the extent applicable only to this Service.
1. This Electronic Notification Service will terminate with the termination of the service to which it applies. You may terminate this Service at any time upon giving us notice, however you agree that you may continue to receive notices for 5 Business Days after termination while we disable the Service.
2. Customer shall provide correct text message address and/or email address, as applicable and available, to receive the Electronic Notifications selected. Customer is solely responsible to provide the Bank with timely information should any such text message address or email address change. Customer is responsible for any technical changes required to support receipt of these of these Electronic Notifications. The Bank may, if it receives delivery failure notification for an Electronic Notification, attempt to contact the Customer for updated information; however the Bank shall not be obligated to do so.
3. The Bank's sole obligation for this Service is to send Electronic Notifications to the text message address /email address provided by the Customer. The Bank shall have no liability to Customer if the Electronic Notification was transmitted but not received. Bank's liability for failure to timely transmit Electronic Notifications shall be limited to the amount charged to and paid by Customer for that Electronic Notification. However, in no event shall the Bank be liable to Customer if failure to timely provide the Service was through no fault of Bank.
4. If Customer selects Telephone Text Message notification, Customer warrants that the telephone(s) are either owned by the Customer or the Customer shall be responsible to obtain, in a form acceptable to the Bank, the consent of the owner of the telephone, and shall provide this consent to the Bank. Customer further agrees that if the owner revokes his/her consent, the Customer shall advise the Bank immediately. Customer agrees to assume all liability for any claims made by the owner of the telephone in regard to the receipt of text messages contemplated under this Service Agreement and shall indemnify and hold the Bank, its subsidiaries and affiliates harmless from any claims and all loss associated with claims by the owner in regard to said text messages.
5. Customer agrees to pay the fees for the Electronic Notification Service as set forth in the attached Fee Schedules.
6. Customer wishes to obtain the Electronic Notifications selected on the TM Alert Election Form attached to and incorporated into this Electronic Notification Service Agreement. Customer agrees that any future request for additional electronic notification types must be made in writing by an authorized contract signer for Customer and such additional electronic notifications will be subject to the terms of this Service Agreement.

Customer**Comerica Bank**

Customer Name ELLIS COUNTY	Authorized Signature
Street Address 109 S JACKSON ST	Name ANGELA DUWE
City, State, ZIP Code WAXAHACHIE, TX 75165-3745	Title VICE PRESIDENT
Authorized Signature	Telephone No. (214)589-4767
Authorized Signer (print name)	Date
Title	
Telephone No.	
Date	

Comerica Treasury Management Alert Election Form

This Treasury Management Alert Election Form is part of and incorporated into the Electronic Notification Service Agreement.

Please indicate with an X each electronic notification and message type you wish to receive:

<u>Electronic Notification</u>	<u>Message Type</u>
<input type="checkbox"/> ACH Batch Processed Informs you that your ACH batch was processed.	<input type="checkbox"/> Email
<input type="checkbox"/> ACH File Received Informs you that your total ACH file was received.	<input type="checkbox"/> Email
<input type="checkbox"/> ACH Notice of Change Informs you that you have received an ACH notice of change (NOC).	<input type="checkbox"/> Email
<input type="checkbox"/> ACH Positive Pay Pending Items Informs you that your ACH Positive Pay pending transactions are available for review.	<input type="checkbox"/> Email
<input type="checkbox"/> ACH Returned Item Informs you that you have ACH transaction(s) Returned. (Available 1-2013)	<input type="checkbox"/> Email
<input type="checkbox"/> ACH Transaction Received Informs you that Comerica has posted an ACH transaction against your account(s). Notification is based on the threshold limits established per account.	<input type="checkbox"/> Email
<input type="checkbox"/> ACH Transaction Received Plus Addenda Informs you that Comerica has posted an ACH transaction against your account(s) and it includes the Payment Related Information field from the first addenda record included with the transaction.	<input type="checkbox"/> Email
<input type="checkbox"/> ARP Issue Input Received Informs you that the Bank has received a check issue file from you.	<input type="checkbox"/> Email
<input type="checkbox"/> ARP Output File Available Informs you that an ARP transmission is available for you.	<input type="checkbox"/> Email
<input type="checkbox"/> Positive Pay Informs you that you have Positive Pay suspect items to decision for selected account(s).	<input type="checkbox"/> Email

Please only select alerts for services you currently have . For pricing questions contact Treasury Management Sales

Comerica Treasury Management Alert Election Form
(continued)

Electronic Notification

Message Type

- | | | | |
|---|---|---|-------------------------------------|
| <input type="checkbox"/> Statement Available
Informs you that the statement for your selected account(s) is available to view. | <input type="checkbox"/> Email | | |
| <input type="checkbox"/> Target Balance
Informs you of the ledger and available balance on a specified account. Notification can be based on an established target balance for the account. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Returned Items
Informs you that returns for your selected account(s) are available to view. | <input type="checkbox"/> Email | | |
| <input checked="" type="checkbox"/> Image Cash Letter (ICL)
Informs you that Comerica has received an Image Cash Letter file from you. | <input checked="" type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Image Returned Item Cash Letter (ICLR)
Informs you that Comerica has received a Returned Item Image Cash Letter file from you. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Adjustment Report (only for ICL accounts)
Informs you that an adjustment report is available for your selected account(s) if there are new adjustments. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> TM Connect Web Account Transfer Approval
Informs you that an account transfer is pending approval in TM Connect Web. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> TM Connect Web ACH Approval Notification
Informs you that an ACH payment is pending approval in TM Connect Web. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> TM Connect Web Wire Approval Notification
Informs you that a wire payment is pending approval in TM Connect Web. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> TM Connect Web Current Day
Informs you that new current day information is available in TMC Web. | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |

Please only select alerts for services you currently have . For pricing questions contact Treasury Management Sales.

- | | |
|---|---|
| <input type="checkbox"/> Incoming Wire
Informs you that your selected account has received an incoming wire. Notification is based on the threshold limits established per account. | <input type="checkbox"/> Secure email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Outgoing Wire
Informs you that your selected will be debited for an outgoing wire. Notification is based on the threshold limits established per account. | <input type="checkbox"/> Secure email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Wire Cancel
Informs you that a wire you submitted for Payment has been canceled. Not available for Wires called in directly to the Wire Department. | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Wire Reject
Informs you that a wire you submitted for Payment has been rejected. The payment has to be corrected and resubmitted. Not available for Wires called in directly to the Wire Department. | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Data Vault Inbound File Alerts
Informs you that we have received a file from you via Comerica's Data Vault for the following activity: | |
| <input type="checkbox"/> Account Reconciliation | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> ACH | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> EDI | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Image Cash Letter | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> TM Connect File Transmission | <input type="checkbox"/> Email <input type="checkbox"/> Telephone Text <input type="checkbox"/> Pager Text |

Please only select alerts for services you currently have . For pricing questions contact Treasury Management Sales

Comerica Treasury Management Alert Election Form
(continued)

Electronic Notification

Message Type

Data Vault Outbound File Alerts

Informs you that we have provided you a file via Comerica's Data Vault for the following activity:

- | | | | |
|---|--------------------------------|---|-------------------------------------|
| <input type="checkbox"/> Account Analysis | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Account Reconciliation | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> ACH | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Commercial Card | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Correspondent Connect | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> EDI | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Image Cash Letter | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Image Services | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Lockbox Image | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Lockbox | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> Returned Items | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |
| <input type="checkbox"/> TM Connect File Transmission | <input type="checkbox"/> Email | <input type="checkbox"/> Telephone Text | <input type="checkbox"/> Pager Text |

Please only select alerts for services you currently have . For pricing questions contact Treasury Management Sales.

AGREED AND ACCEPTED:

Customer

Comerica Bank

Customer Name ELLIS COUNTY	Authorized Signature
Street Address 109 S JACKSON ST	Name ANGELA DUWE
City, State, ZIP Code WAXAHACHIE, TX 75165-3745	Title VICE PRESIDENT
Authorized Signature	Telephone No. (214)589-4767
Authorized Signer (print name)	Date
Title	
Telephone No.	
Date	



PATILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

February 11, 2015

Ellis County, Texas
101 W. Main, Suite 301
Waxahachie, TX 75165

To the Commissioner's Court and County Judge:

We are pleased to confirm our understanding of the services we are to provide Ellis County, Texas for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Ellis County, Texas as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Ellis County, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Ellis County, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Expenditures Compared to Budget
- 3) Schedule of Funding Progress for Retirement Plan

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115 South Church St.
Hillboro, Texas 76645
254.582.2593
www.pbhcpa.com

HOUSTON, TX
281.671.6259
RIO GRANDE VALLEY, TX
956.544.7778
TEMPLE, TX
254.791.3460

WACO, TX
254.772.4901
ALBUQUERQUE, NM
505.266.5904


Governmental Audit
Quality Center

We have also been engaged to report on supplementary information other than RSI that accompanies Ellis County, Texas's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual fund financial statements and schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Ellis County, Texas and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Ellis County, Texas' financial statements. Our report will be addressed to the Commissioner's Court of Ellis County, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Ellis County, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting

policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Ellis County, Texas' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations (and schedules) we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$30,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of

termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2013 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to Ellis County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Pattillo, Brown & Hill, L.L.P.

Pattillo, Brown & Hill, L.L.P.

RESPONSE:

This letter correctly sets forth the understanding of Ellis County, Texas.

Management signature: _____

Title: County Auditor

Date: _____

Governance signature: _____

Title: County Judge

Date: _____

American Institute of
Certified Public Accountants

Mississippi Society of
Certified Public Accountants

An Independent Member of
CPA Associates International, Inc.
A Worldwide Association of Accounting Firms



EUBANK BETTS

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company
CERTIFIED PUBLIC ACCOUNTANTS

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Jackson, MS 39236 6090

Phone: 601-987-4300
Fax: 601-987-4314

www.eubankbetts.com

SYSTEM REVIEW REPORT

August 29, 2013

To the Partners of
Pattillo, Brown & Hill, L. L. P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L. L. P. (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) I engagements]).

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, L. L. P. in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, L. L. P. has received a peer review rating of *pass*.


EUBANK, BETTS, HIRN, WOOD, PLLC