

A3

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

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: October 2015

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/1	Waxahachie (Waxahachie C.A.R.E., First Look, Better Living for Texans, 4-H Fashion preparation)	13		
10/2	Midlothian, Waxahachie (deliver BLT newsletters, 4-H Food project preparation, Master Wellness Volunteers, Manna House)	63		
10/5	Red Oak, Waxahachie (4-H Food project preparation, 2016 Plan of Work, Better Living for Texans, North Ellis County Outreach)	46		
10/6	Waxahachie (Better Living for Texans-distribute newsletter, 4-H Foods project preparation, Senior Center, Master of Memory)	31		
10/7	Red Oak, Waxahachie (Better Living for Texans-distribute newsletter, Master of Memory, 4-H)	25		
10/8	Waxahachie (Better Living for Texans-WIC, Master Wellness Volunteers, 4-H preparation)	16		
10/9	Waxahachie (4-H Foods preparation, Master Wellness volunteers, Better Living for Texans)	11		
10/12	Waxahachie (4-H Foods & Nutrition Training, Better Living for Texans, A Taste of 4-H Preparation, Master Wellness Volunteers)	28		
10/13	Ennis-2 trips, Waxahachie (deliver BLT Quarterly Newsletters-Helping Hands, Housing Authority, Golden Circle)	121		
10/14	Waxahachie (Master of Memory Class, Better Living for Texans)	12		
10/15	Waxahachie (Senior Center, Senior Resource Fair, Better Living for Texans, Taste of 4-H preparation)	22		
10/16	Waxahachie (distribute BLT newsletters, 4-H, Master Wellness Volunteers)	14		
10/19	Red Oak, Waxahachie (Master Wellness volunteers, distribute BLT newsletters, 4-H preparation)	48		
10/20	Ennis, Waxahachie (distribute BLT newsletters, FCS Committee Meeting, Diabetes Coalition, 4-H, Master Wellness Volunteers)	61		
10/21	Waxahachie (Master of Memory class, Senior Center, 4-H Fashion Show, Better Living for Texans)	15		

10/22	Red Oak, Mansfield, Waxahachie (North Ellis County Outreach, County 4-H Fashion Show, Master Wellness Volunteers)	49	
10/23	Palmer, Waxahachie (Palmer Elementary, Happy Healthy Kids, Master Wellness Volunteers, 4-H, Better Living for Texans)	71	
		646	

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: November 3, 2015

Rita M. Hodges Signed:

ADM 2.6
D-843

Reprint - 2.81

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 646

Selected major activities since last report

October 2015

10/2 Fall Prevention Program (10)
10/6 Master Wellness Volunteer Training
10/7 Master of Memory Program (10)
10/12 Better Living for Texans Program, Ennis (21)
10/12 4-H Foods Training (10)
10/14 Master of Memory Program (10)
10/14 Smoke-Free Red Oak Meeting (16)
10/15 County 4-H Fashion Show (25)
10/15 Better Living for Texans-Presbyterian Children's Home Single Parents (11)
10/19 Better Living for Texans Program, Ennis (19)
10/20 FCS Committee Meeting (10)
10/20 Diabetes Coalition (6)
10/21 Role of Nutrition & Mental Health Training
10/21 Master of Memory Program (9)
10/23 Better Living for Texans Training

Educational Programming:

Programs 10
Participants 141

Educational Contacts:

Site Visits-FCS 21
Telephone 101
Office Visits 36
E-mails 276
Newsletters/Letters 504

Media Outreach:

News Releases 10
Website 169
Facebook 55

Major plans for next month:

11/2 4-H Adult Leaders Meeting
11/2 Better Living for Texans Program, Ennis
11/3 Better Living for Texans (A Healthier You), Waxahachie
11/5 Better Living for Texans-Presbyterian Children's Home
11/6 Judge District 4-H Fashion Show Storyboards
11/9 Ellis County 4-H Food Show & Food Challenge
11/10 Better Living for Texans (A Healthier You), Waxahachie
11/13 Leadership Advisory Board Meeting
11/16 Better Living for Texans Program, Ennis
11/17 FCS Committee Meeting
11/17 Better Living for Texans (A Healthier You), Waxahachie
11/18 District 4-H Fashion Show, Belton
11/19 Better Living for Texans-Presbyterian Children's Home
11/23 Better Living for Texans Program, Ennis

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

11/03/15

Date

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

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: October 2015

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/1	Waxahachie-Dallas-return-State Fair of Texas Junior Market Show	89		
10/5	Waxahachie area-Ellis Appraisal District Ag Advisory Committee, Producer Consultation	107		
10/6	Waxahachie-Ennis area- Producer consultation	78		
10/7	Waxahachie-Dallas-return-State Fair Junior Heifer Show	101		
10/8	Waxahachie area-Homeowner Turf consultation	16		
10/9	Waxahachie area-Homeowner Turf consultation	31		
10/10	Waxahachie-Dallas-return- State Fair of Texas Junior Heifer Show	87		
10/12	Waxahachie-Ennis area-Beef Project Workshop	18		
10/13	Waxahachie area-Master Gardener Program & Ellis County Youth Expo Planning Meeting	78		
10/14	Waxahachie area-350 Benefit set up	39		
10/15	Waxahachie area-350 Benefit set up	70		
10/16	Waxahachie area-Producer consultation	19		
10/17	Waxahachie area-Ellis County Youth Expo 350 Benefit	27		
10/18	Waxahachie-Dallas-return- State Fair of Texas Junior Heifer Show	92		
10/20	Waxahachie area-Agent In-Service/New Landowners Program	27		
10/21	Waxahachie-Palmer-Italy areas-Ellis County Youth Expo Commercial Heifer Show/Heifer Validation	182		
10/22	Waxahachie-Midlothian area-Heifer Validation	81		
10/23	Waxahachie area- Fall Beef Program	17		
10/27	Waxahachie area-Commissioner Court Presentation/New Landowners Program	19		
10/29	Waxahachie-Maypearl area-Beef Project visit/forage consultation	91		
10/30	Waxahachie-Ennis area-Heifer Validation	19		
10/31	Waxahachie-Ennis area-Heifer Validation	27		
		1315		

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: November 3, 2015

Signed:

Mark Eld

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 1315

Selected major activities since last report

October 2015

- 10/1-2 State Fair of Texas Market Steer Show. 8 Ellis County 4-H members participated with one making the Premium Sale with a class winning steer. Brooke Kelly of Midlothian exhibited a 1st place British division steer.
- 10/7-18 8 Ellis County 4-H members exhibited various breeds of heifers during the State Fair Junior Heifer Show. Several high placing animals were exhibited including division winners.
- 10/13 50 Master Gardener volunteers met to plan program and educational events for 2016.
- 15 advisors, superintendent and other volunteers met to discuss and plan the 2016 Ellis County Youth Expo which will run from April 3-9, 2016.
- 10/17 Agent assisted volunteers and Ellis County Youth Expo officials with the annual 350 Benefit where \$15,000-\$25,000 is raised annually for improvements and facility upkeep.
- 10/20 Agent attended swine production workshop and in-service training hosted by the Ellis County Extension staff.
- New Landowners Program. Participants received knowledge and skills associated with soils and soil fertility, pasture management, livestock and pond management.
- 10/23 Fall Beef program with 25 in attendance, Topics included Replacement Selection, Management and Care, Pasture Weed Control and Herd Health.
- 10/21, 22, 30 Agent conducted Statewide Heifer Validation procedures with volunteers, 4-H, FFA and respective advisors. These heifers will be eligible to show at the upcoming 2016 Spring Major Shows.
- 10/21-24 Ellis County Youth Expo Commercial Heifer Show and Sale. Educational program for both adult and youth producers, Commercial Heifer Show with 15 pens entered and these cattle sold with a \$2100 average to area beef producers.
- 10/29 Producer consultation in Maypearl area. Forage production and forage testing.

Educational Programming

Programs	9
Participants	755

Educational Contacts

Site Visits 4-H	10
Site Visits Ag	8
Telephone	98
MG/MN Telephone	51
Office Visits	65
E-Mails	1784
Newsletter/Letters	41
E-Gardening Newsletters	1392

Media Outreach:

News Releases	1
Website hits	169
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

- 11/1 TCAAA Animal Industries Committee Steer Classification Presentation-Lubbock
- 11/2 Fall Meeting of TCAAA Animal Industries Committee-Fort Worth & County Council/Adult Leaders Meeting-Waxahachie
- 11/3 New Landowners Program-Waxahachie
- 11/4 Major Livestock Show Entry Night-Waxahachie
- 11/6-8 District 8 Holiday Classic Educational Program/Show-Belton
- 11/10 New Landowners Program-Ennis
- 11/12 Agent Row Crop In-service Training-Hillsboro
- 11/13 Leadership Advisory Board Meeting-Waxahachie
- 11/14 County Sheep & Goat Validation-Waxahachie
- 11/17 Beef Project Workshop-Waxahachie
- 11/19 Beef Production/Climate Change Conference-Austin
- 11/20-21 4-H Swine Project Selection-Duncan, OK
- 11/23 State 4-H/FFA Swine Validation-Waxahachie
- 11/24 Backyard Poultry Production Program-Italy

Mark Arnold

Name

County Extension Agent - Agriculture

Title

Ellis

County

11/03/15

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: October 2015

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
10/1	State Fair of Texas	61.8		
10/3-10/4	District 8 Council Retreat-Waco	133.4		
10/4	National 4-H Week Clover Hanging-All over Ellis County	125		
10/7	Pettigrew Academy	7		
10/8	Faith Family	6		
10/9-10/10	Heart of Texas-Lamb & Goat Show	288.8		
10/13	Heart of Texas-Swine Show	144		
10/14	Pettigrew Academy	7		
10/15	Farm Bureau Convention-Awards Presentation	39.6		
10/16	Heart of Texas-Steer Show	144		
10/18	Goat Validation-Midlothian	26		
10/19	Goldstar Banquet-Gatesville	212.4		
10/20	State Sheep & Goat Validation-Midlothian	26		
10/22	County Fashion Show-Mansfield	43.6		
10/25-10/30	DFW Airport-to Portland, OR for NAE4-HA Conference	96.4		301.00
Totals		1361		

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 11/05/2015

Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
October 2015

Selected major activities since last report

Miles traveled: 1361

- National 4-H Week
 - Clover Hunt-Online
 - Distributed clovers all over the county
- Heart of Texas
 - Sheep-1 exhibitor
 - Goats-5 exhibitors
 - Swine-2 exhibitors
 - Steers-8 exhibitors
 - Heifers-2 exhibitors
 - Ag Product ID-1 team (3 members)
- District 8 Council Retreat
- Project Training
 - Foods Training-7 participants
 - Swine Training
- County Fashion Show
 - 12 youth participants
- State Sheep & Goat Validation
 - Midlothian Ag Farm
- Curriculum Enrichment
 - Pettigrew Academy-Parliamentary Procedure (17)
 - Pettigrew Academy-Cotton (15)
 - Faith Family Academy- (44)
- Commercial Heifer Show & Sale
 - Interview & Record Book Judge
- Ellis County Youth Expo
 - Board Meeting
 - 350 Banquet
- Program Planning Conference
- NAE4-HA National Conference-Portland, OR
 - PR/Media Committee Chair for 2016 Conference
 - Hosted conference booth at Trade Show/Attended 2015 Conference

Educational Contacts

Educational Programming:

Programs 3
 Participants.....76

Educational Contacts:

Site Visits 4-H..... 10
 Telephone..... 85
 Office Visits..... 36
 E-mails..... 974
 Newsletters/letters..... 304
 Faxes 7

Media Outreach:

News Releases..... 1
 TV/Radio..... 0

Website Hits..... 169

Social Media Contacts..... 41 posts on FB, 493 follows (2256 post reach), 30 on Instagram (105 follow), 30 on Twitter (83 follows)

Major plans for next month

- Major Show Entry
- Dog Project Meetings
- Club Manager Training
- County Food Challenge/Food Show
- Holiday Classic
- LAB Meeting
- Poultry Project Training
- Goat Project Meeting x2
- Rabbit Clinic
- District 8 Fashion Show
- Turkey Pick-up
- United Way Meeting
- County Lamb & Goat Validation
- State Swine Validation
- National 4-H Congress-Atlanta

Name: Megan Parr

Title: County Extension Agent 4-H

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

County: Ellis

Date: 11/5/2015

A5

I Allen Lane do here by resign as commissioner on the e.s.d. # 8 board effective immediately.

Allen Lane 11-12-15

F1

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

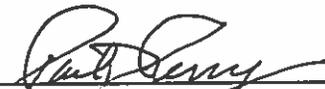
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
FM3 Fund Balance		
011-0704-30302	Fund Balance	\$ 10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50906	Culvert	\$ 10,000.00


Signature of Department Head

11-9-15
Date Signed

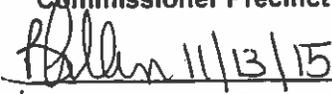
Road & Bridge #3
Department

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

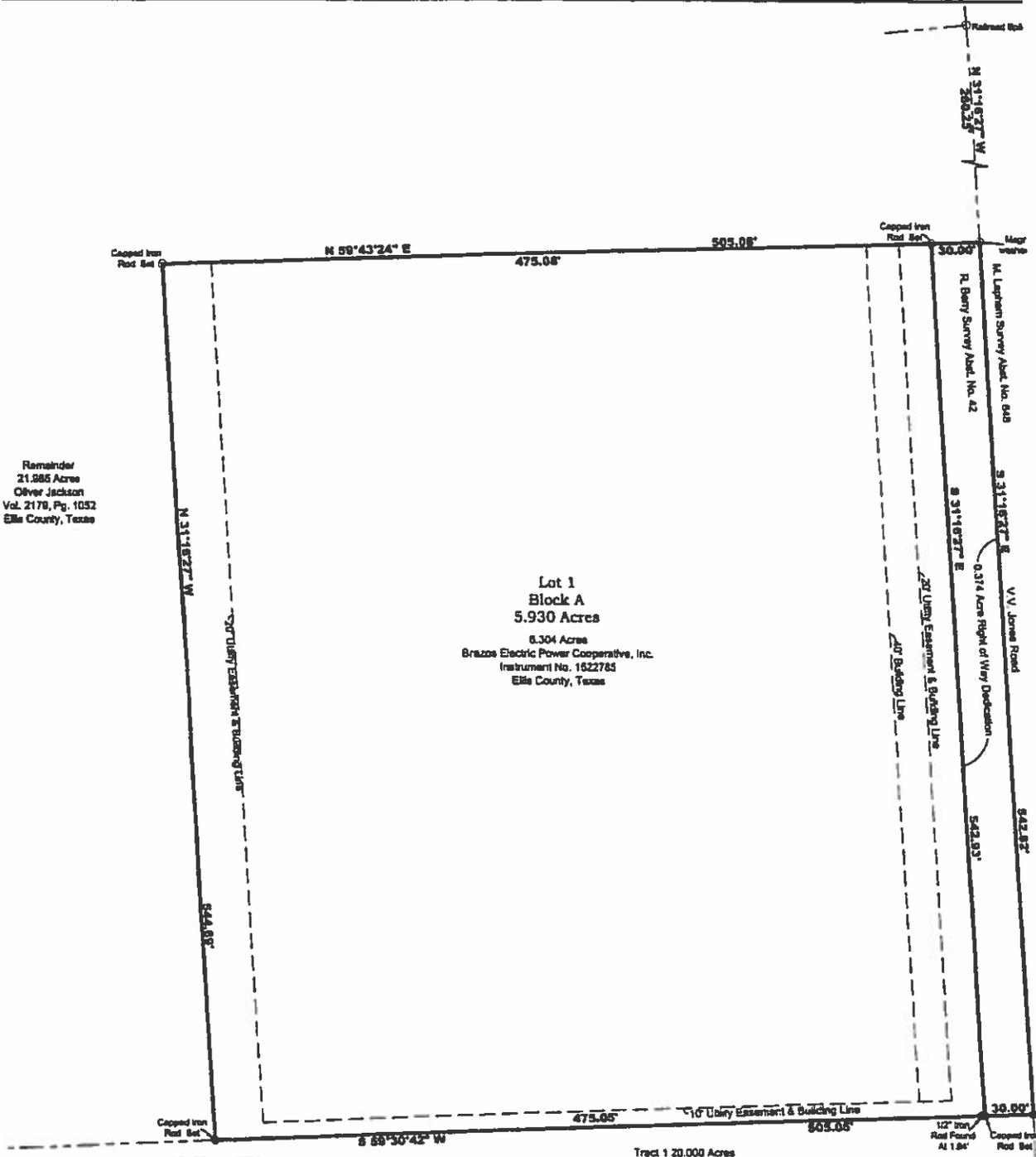
APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office:


Needs court approval

SPI



Remainder
21.985 Acres
O'ber Jackson
Vol. 2178, Pg. 1052
Ellis County, Texas

**Lot 1
Block A**
5.930 Acres
6.304 Acres
Brazos Electric Power Cooperative, Inc.
Instrument No. 1522765
Ellis County, Texas

GENERAL NOTES

Adjoining owners are shown according to Texas Board of Professional Land Surveying, Standards of Responsibility and Rules of Conduct, Rule 682.19, paragraph (7), and are for information purposes only.

Original Texas Land Survey Abstract boundaries are approximate, and shown for general information purposes only.

Unless labeled otherwise, all property corners called set are 3/4" diameter iron pins with 2" diameter aluminum caps stamped, "BRAZOS ELECTRIC".

The bearings noted herein are grid, The Texas State Plane Coordinate System (NAD 1983), North Central Zone, as referenced to the Texas RTK Network, Dallas Island, executed March, 19, 2015. Distances shown are surface values in U.S. Survey Feet.

Current use of subject property is native pasture.

According to the Flood Insurance Rate Map for Ellis County, Texas, Community Panel No. 48139C0150F, map effective date June 3, 2013, no part of the subject property described hereon appears to be included in Zone A, as defined on said map. This statement does not reflect any type of flood study by this firm. Zones with A designations are generally defined as areas of the "100 Year Flood Plain".

Owner: Brazos Electric Power Cooperative, Inc., P.O. Box 2585, Waco, McLennan County, Texas 76782

Property is not located in the E.T.J. of any City and is subject to the platting rules and regulations of Ellis County.

All lots shall be served by an on-site sewage facility system for residential use by a registered engineer and/or registered sanitarian.

Tract 1 20.000 Acres
Rolando Moody, Sr.
Vol. 1453, Pg. 1
Ellis County, Texas

STATE OF TEXAS:
COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of Ellis County, Texas:
Approved this date, the _____ day of _____, 2015.

County Judge

This plat has been Preliminary/Final approved by the Department of Development for and on pending any and all information as may be required by the Ellis County Department of Development.

Department of Development _____ Date _____

SPI

STATE OF TEXAS
COUNTY OF ELLIS:

KNOW ALL MEN BY THESE PRESENTS:

That Brazos Electric Power Cooperative, Inc., being the owner of that certain tract of land hereafter described as follows:

Property Description
The Radford Berry Survey, Abstract 42, Ellis County, Texas
Railport Substation
Brazos Electric Power Cooperative, Inc.

BEING a 6.304 acre tract of land located in the Radford Berry Survey, Abstract 42, Ellis County, Texas and being a portion of the called 21.986 acre tract described in the Warranty Deed to Oliver D. Jackson dated December 7, 2003, as filed for record December 7, 2006, in Volume 2175, Page 1062, Deed Records, Ellis County, Texas, said 6.304 acre portion being further described by metes and bounds as follows:

BEGINNING at a railroad spike found (CM) in the approximate centerline of the asphalt surface of V.V. Jones Road, a public right-of-way of undetermined width, said beginning point being the southeast corner of said 21.986 acre Jackson Tract;

THENCE South 59 degrees 30 minutes 42 seconds West departing said V.V. Jones Road, and with the south boundary line of said 21.986 acre Jackson Tract, at 31.94 feet passing a one-half (1/2) inch diameter iron rod found for reference (CM), and continuing a total distance of 608.06 feet to a three-quarter (3/4) inch diameter iron rod with two (2) inch diameter aluminum cap stamped "Brazos Electric - Boundary" set for the southwest corner of the herein described tract;

THENCE North 31 degrees 18 minutes 27 seconds West departing said south boundary line, at 481.5 feet passing the north circuit of the existing overhead 345KV TXU electric transmission line, and continuing a total distance of 544.89 feet to a three-quarter (3/4) inch diameter iron rod with two (2) inch diameter aluminum cap stamped "Brazos Electric - Boundary" set for the northwest corner of the herein described tract;

THENCE North 59 degrees 43 minutes 24 seconds East, at 476.08 feet passing a three-quarter (3/4) inch diameter iron rod with two (2) inch diameter aluminum cap stamped "Brazos Electric - Boundary" set for reference, and continuing a total distance of 508.08 feet to an eight (8) inch long MagNail in a steel washer stamped "RPLB4028" set for the northeast corner of the herein described tract, said point being located in the east boundary line of said Jackson Tract, same being the approximate centerline of V.V. Jones Road, from said point a railroad spike found (CM) in the approximate centerline of the asphalt surface of V.V. Jones Road, and located at the northeast corner of said Jackson Tract, bears North 31 degrees 18 minutes 27 seconds West at 260.25 feet;

THENCE South 31 degrees 18 minutes 27 seconds East with said east boundary line, and said approximate centerline, 542.82 feet to the place of beginning, and containing 6.304 acres of land, of which 0.374 acre lies within the dedicated right-of-way of V.V. Jones Road, leaving a net area of 5.93 acres as surveyed on the ground by Brazos Electric Power Cooperative, Inc., in the month of May, 2015.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS.

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

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 13 DAY OF November, 2015.

[Signature]

STATE OF TEXAS:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13th DAY OF November, 2015.

[Signature]
Notary Public



SURVEYOR'S DECLARATION

THIS is to declare that I, Michael J. Nelson, 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.

[Signature] 11/13/15

Michael J. Nelson
R.P.L.S. No. 4026

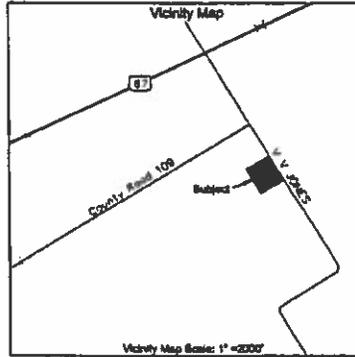


STATE OF TEXAS:

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

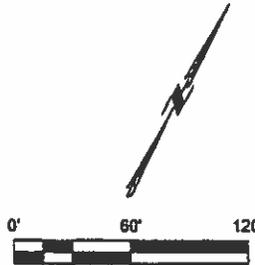
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13th DAY OF November, 2015.

[Signature]
Notary Public



Legend

Found Iron ● Set Iron ○



with stamped
P.L.S. 4026 Set

road Spike Found
Point of
beginning

to sewage facility system
near.

LOT 1, BLOCK A
BRAZOS RAILPORT ADDITION

Being a 6.304 Acre Addition in the
Radford Berry Survey, Abstract 42,
Ellis County, Texas



7616 Bagby Ave., West, TX 76712 (254) 780 8200



3.3

RISE BROADBAND ENTERPRISE SERVICE ORDER PROPOSAL AND AGREEMENT

Proposal Date:	November 17, 2015
Account Executive:	Phil Walsh

CUSTOMER INFORMATION	
Company Name:	Ellis County Government Offices – Including Sherriff’s offices
Address Line 1:	Various Locations
Address Line 2:	101 W. Main St.
City, State, Zip:	Waxahachie, TX 75165
Main Telephone:	
Fax:	

BILLING CONTACT	
First/Last Name:	Teral Crawford
Billing Address line 1:	
Billing Address line 2:	
Telephone/Extension:	
Email Address:	

TECHNICAL CONTACT	
First/Last Name:	Teral Crawford
Telephone/Extension:	
Email Address:	

SERVICES INFORMATION					
Service Name	Qty.	Term (Months)	Monthly Recurring Charge	Installation Charge	Requested Delivery Date
10x10 SHARED ACCESS UPGRADE	8	36	\$199.95 x 8 = \$1,599.60	0	ASAP
25x25 TRANSPORT	1	36	\$495.00	0	
100 x 100 DIA UPGRADE	1	36	\$1,595.00	0	
Total MRC		36	\$3,689.60		
Additional Loyalty Discount		36	-\$694.60		
Adjusted Total MRC		36	\$2,995.00		

By executing this Services Order Agreement ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the attached Terms and Conditions. Customer will pay the Non-Recurring Charges ("NRC") and Monthly Recurring Charges ("MRC"), which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by RISE BROADBAND including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law.



INTENT TO OBTAIN SERVICES

Monthly Service Pricing is based on an approximation of costs and is subject to change prior to full contract execution and firm order commitment (F.O.C.).

Customer shall approve of any price changes due to unforeseen costs to deliver contracted services prior to F.O.C. or may opt-out without penalty.

Initials _____

CUSTOMER AUTHORIZED PARTY		RISE BROADBAND AUTHORIZED PARTY	
Printed Name:		Printed Name:	
Title:		Title:	
Signature:		Signature:	
Date Signed:		Date Signed:	

Additionally as part of the "ENTERPRISE SERVICE LEVEL AGREEMENT" the following language shall apply:

The subscribed bandwidth is guaranteed to be a minimum of 90% of contracted rates measured to a designated 'on-net' testing server from the subscriber demarcation point with no other customer equipment connected.

Measurements of speeds will be performed upon completion of the installation and verified by the installation team. If at any time the customer feels that the service has fallen below the 90% threshold, customer will notify RISE BROADBAND in writing of the drop in performance. RISE BROADBAND will perform local testing and audit records of network performance through the monitoring system. RISE BROADBAND will then have thirty days to validate and correct any issues found.

In the event that RISE BROADBAND is unable to affect a cure to the subscriber connection, or demonstrate that the performance issue is attributable to customer owned equipment, within 30 calendar days, CUSTOMER will have the option to terminate contract without penalty.



Customer authorizes RISE BROADBAND to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for RISE BROADBAND to establish Customer's account and provision and maintain Service.

Customer will furnish such executed "letters of agency" to RISE BROADBAND or its designee as may be required in connection with Service.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer. Customer must sign and deliver this SOA, without modification, to RISE BROADBAND within thirty (30) of the "Proposal Date" (not the "Request Service Date") set forth at Page 1 hereof, or RISE BROADBAND may decline to provide the Service offered.

Non-Appropriation of funds agreement: This is an agreement in coordination with Rise Broadband's Service Order Agreement document from Rise Broadband to _____ for Internet services and VoIP service listed herein the above contract.

The purpose of this agreement is to supplement the underlying agreement as follows:

1. Customer Intends to continue this Agreement for its entire term (___ months) and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget requests appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.
2. In the Event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by the customer and agreed to by Rise Broadband), Customer may terminate this Agreement by giving Rise Broadband not less than 30 days prior written notice. Upon termination and, to the extent of lawfully available funds, through the end of than current fiscal period. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

I have read and agree to the Non Appropriations funding addendum – Initials _____

USAC – Schools and Libraries or Rural Health Care (E-Rate) customers: Please select from the following billing options. By initialing below, customer acknowledges they agree to pay for services in full in the event USAC funds are not received. Mutually negotiated changes of terms during this agreement will result in renewal and extension of the contract term up to five years under the accepted modifications. Contract is eligible for five voluntary one-year extensions.

_____ I elect to receive discounted billing, followed by a Service Provider Invoice to USAC. I will notify RISE BROADBAND promptly in writing if we receive notice of any changes in our discount amount.

Discount Percentage: _____%

_____ I elect to file a Billed Entity Applicant Reimbursement Form (BEAR), the FCC Form 472. I understand services must be received and payment rendered prior to filing for reimbursement of funds.

_____ I elect to receive the Rural Health Care discount.

_____ I/we receive funds under the Telecommunications Program _____

_____ I/we receive funds under the HCF Program _____

_____ I decline the use of USAC funding.

BY SIGNING THE INSTALLATION AGREEMENT, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT SIGN THE AGREEMENT OR USE THE SERVICE.



Complete Agreement: The Agreement, incorporating all the applicable documents referenced herein, represents the entire agreement between the parties with respect to Service, and supersedes all other prior agreements between the parties, whether written or oral.

I HAVE READ AND UNDERSTAND THIS SUBSCRIBER AGREEMENT AND AGREE TO BE BOUND BY ALL OF THE TERMS.

CUSTOMER AUTHORIZED PARTY		RISE BROADBAND AUTHORIZED PARTY	
Printed Name:		Printed Name:	
Title:		Title:	
Signature:		Signature:	
Date Signed:		Date Signed:	

By executing this Services Order Agreement ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "BUSINESS GENERAL TERMS AND CONDITIONS", "ENTERPRISE SERVICE LEVEL AGREEMENT", "PBX TELEPHONE SERVICE USER AGREEMENT", BUSINESS DEDICATED INTERNET ACCESS AGREEMENT", "ACCEPTABLE USE POLICY", and "BUSINESS OPEN INTERNET STATEMENT AND POLICY" (collectively, "TERMS AND CONDITIONS") incorporated therein by reference and located at <http://www.risebroadband.com/legal>. Any mutually agreed upon amendments or change(s) in current contract may result in renegotiation of terms.

It is the intent of the parties to incorporate via reference into this SOA all-applicable website terms and conditions located at <http://www.risebroadband.com/legal> as they may be modified from time to time.



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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the CITY goods and services.
- B. The City of Italy (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from Oct. 1, 2015 to Sept. 30, 2016.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

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

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

EXECUTED in duplicate this the _____ day of _____, 2015.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

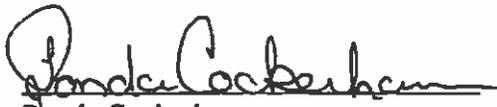
Ellis County Clerk

CITY OF ITALY



Steven Farmer
Mayor, City of Italy

Attest:



Ronda Cockerham
City Secretary/Administrator