



F2

ELLIS COUNTY BUDGET  
2015-2016 LINE ITEM ADJUSTMENT

2015-2016 LINE ITEM ADJUSTMENT

3/30/2016

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

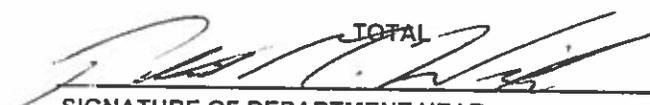
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50888-00000-000	DA-COMPUTER SERVICE	\$ (1,800.00)
TOTAL		(\$1,800.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50846-00000-000	DA-WITNESS FEE	\$1,800.00

TOTAL	\$ 1,800.00
COUNTY & DISTRICT ATTORNEY DEPARTMENT	

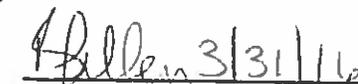
  
SIGNATURE OF DEPARTMENT HEAD

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 Co. Auditor's office:

 3/31/16  
Needs court approval

F3

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT  
2015-2016

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
004-0652-50807-00000-000	RB2 GENERAL EXPENSES	\$70,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50911-00000-000	RB2 GRAVEL	\$70,000.00

POSTED  
PCT2  
COMPUTER

*[Signature]*  
Signature of Department Head

3.17.16  
Date Signed

Ellis Co. Commissioner, Pct. 2  
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:

*[Signature]* 3/21/16

*Needs court approval*

F4

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT  
2015 - 2016

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

TRANSFER FROM:

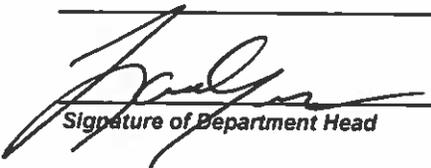
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50912-00000-000	FM2 BRIDGE REPAIR	\$51,827.61
010-0653-50914-00000-000	FM2 SIGNS	\$4,500.00
010-0653-50913-00000-000	FM2 CHEMICALS	\$9,000.00
010-0653-50868-00000-000	FM2 CONTRACT LABOR	\$7,000.00
010-0653-50908-00000-000	FM2 LUMBER	\$4,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50911-00000-000	FM2 GRAVEL	\$76,327.61

POSTED  
PCT2  
COMPUTER

  
Signature of Department Head

3-17-16  
Date Signed

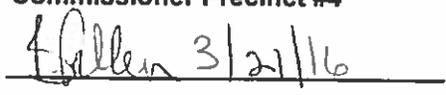
Ellis Co. Commissioner, Pct. 2  
Department

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:

 3/21/16

Needs court approval

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F5

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

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0035-50601-00000-000	TRAVEL REIMBURSEMENT	900

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0035-50808-00000-000	AUTO GAS/OIL	900

<u><i>Teresa L. Crawford</i></u>	<u>3-29-16</u>	<u>3/29/2016</u>	<u>I.T.</u>
<i>Signature of Department Head</i>	<i>Date Signed</i>		<i>Department</i>

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

_____	<b>County Judge</b>
_____	<b>Commissioner Precinct #1</b>
_____	<b>Commissioner Precinct #2</b>
_____	<b>Commissioner Precinct #3</b>
_____	<b>Commissioner Precinct #4</b>

Approved by County Auditor's Office:

*Allen 3/20/16*

*Needs court approval*



**ELLIS COUNTY TAX ASSESSOR COLLECTOR**

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



F6

P.O. Drawer 188  
Waxahachie, TX 75168-0188  
(972) 825-5150

Fax (972) 825-5151  
E-Mail: [john.bridges@publicans.com](mailto:john.bridges@publicans.com)  
Website: [www.elliscountytax.com](http://www.elliscountytax.com)

April 1, 2016

**Request for Approval of**

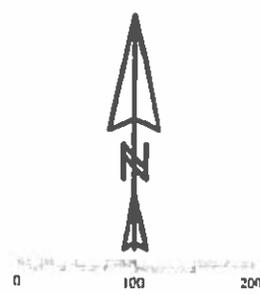
**April 12, 2016 Commissioners' Court**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Corelogic	141917	\$ 2,882.35
Corelogic	154946	\$ 3,350.37
JP Morgan Chase	162686	\$ 3,353.44
Corelogic	194107	\$ 2,714.17
Corelogic	225336	\$ 2,828.52
JP Morgan Chase	233295	\$ 2,705.72
Corelogic	233783	\$ 3,606.06
JP Morgan Chase	240915	\$ 5,602.11

Consent  
 Tax Refund  
 [Signature]  
 4/1/16

- NOTES:
1. Each lot has a 20' utility easement along the front (road side), a 20' Building line and utility easement along the rear line and a 10' utility easement along the side lines.
  2. Culverts will be installed in accordance with the standards and specifications of Texas Department of Transportation
  3. Lot use is residential.
  4. Each lot has a 40' building line.
  5. Total land area is 8.7309 acres.
  6. This property is not located within the Special Flood Hazard Area as shown on FEMA Community Panel No. 48139C0125F dated June 3, 2013.
  7. This property is not located within the ETJ of any incorporated city.

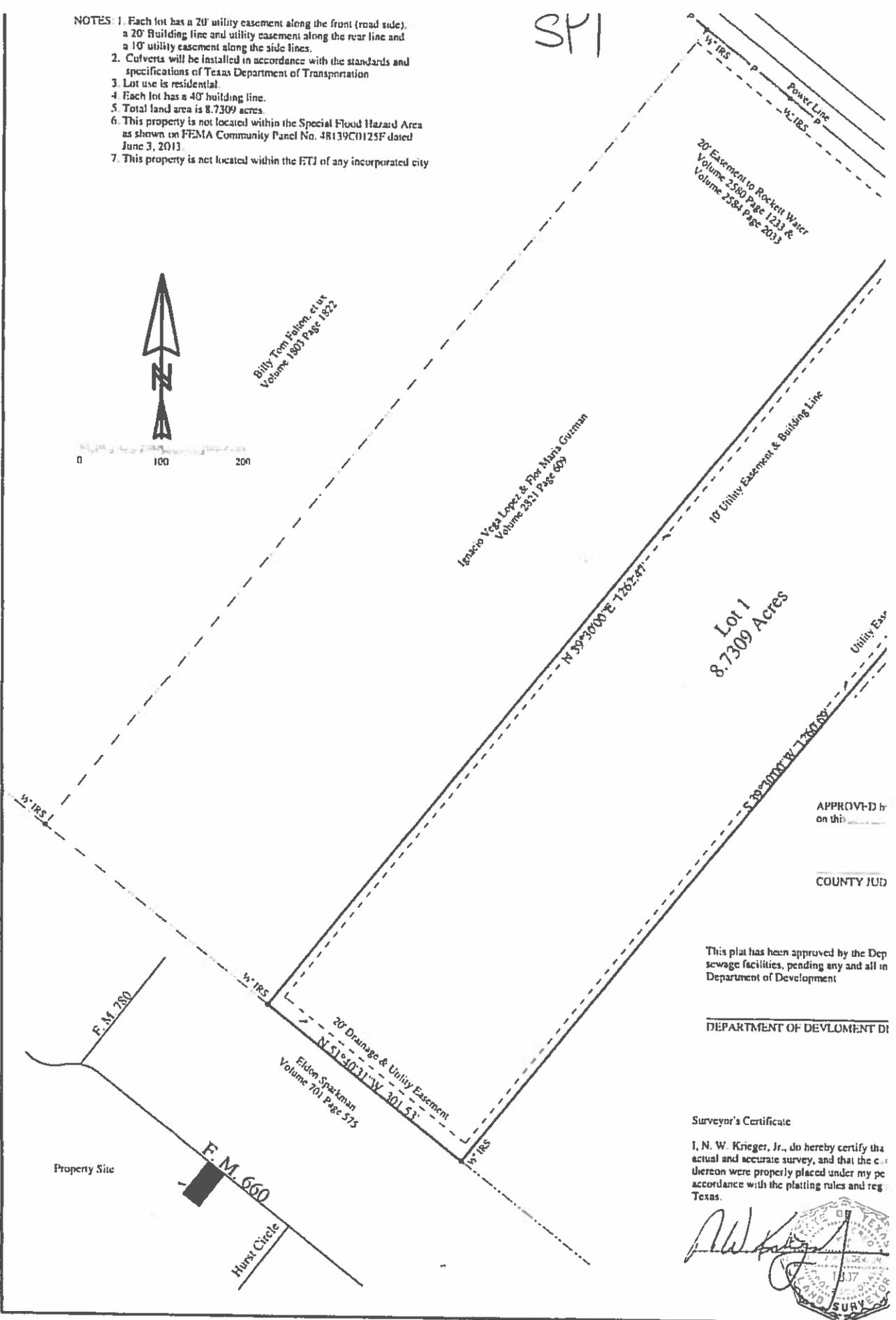
SP1



Billy Tom Folsom, et ux  
Volume 1803 Page 1822

Ignacio Vega Lopez & Doris Maria Guzman  
Volume 2821 Page 609

20' Easement to Rockett Water  
Volume 2580 Page 1213 &  
Volume 2584 Page 2033



APPROVED by  
on this \_\_\_\_\_

COUNTY JUD

This plat has been approved by the Dep  
sewage facilities, pending any and all in  
Department of Development

DEPARTMENT OF DEVELOPMENT DI

Surveyor's Certificate

I, N. W. Krieger, Jr., do hereby certify that  
actual and accurate survey, and that the c  
thereon were properly placed under my pe  
accordance with the platting rules and reg  
Texas.

*N.W. Krieger, Jr.*

SP1

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF ELLIS

WHEREAS, Billy Tom Fulton and Shirley Fulton are the owners of a tract or parcel of land situated in Ellis County, Texas, and being part of the R. de la Pena Eleven League Grant Abstract 3 and being part of that called 30 acre tract of land conveyed to Billy Tom Fulton, et ux, by deed recorded in Volume 1803 Page 1822 of the Official Public Records of Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at a 1/2" iron rod set in the southwesterly line of F. M. 660 at the easterly corner of that 10.1 acre tract of land conveyed to Ignacio Vega Lopez and Flor Maria Guzman by deed recorded in Volume 2821 Page 609 of the Official Public Records of Ellis County said point also being South 50° 32' 08" East a distance of 474.1 feet and South 51° 20' 08" East a distance of 214.33 feet from the intersection of the southwesterly line of F. M. 660 and the northwesterly line of said called 30 acre tract;

THENCE South 51° 20' 08" East along the southwesterly line of F. M. 660 a distance of 301.49 feet to a point for corner at a 1/2" iron rod set;

THENCE South 39° 30' West (record bearing) along the southeasterly line of said called 30 acre tract and the northwesterly line of that 30 acre tract of land conveyed to Billy Tom Fulton, et ux, by deed recorded in Volume 2818 Page 1600 of the Official Public Records of Ellis County a distance of 1260.69 feet to a point for corner at a 1/2" iron rod set;

THENCE North 51° 40' 31" West (North 50° 30' West, deed) along the southwesterly line of said called 30 acre tract a distance of 301.53 feet to a point for corner at a 1/2" iron rod set;

THENCE North 39° 30' East along the southeasterly line of said Lopez and Guzman 10.1 acre tract a distance of 1262.47 feet to the PLACE OF BEGINNING and containing 8.7309 acres

NOW THEREFORE KNOW MEN BY THESE PRESENTS

THAT Billy Tom Fulton and Shirley Fulton do hereby adopt the herein described property as FULTON ADDITION, a subdivision in Ellis County, Texas and do hereby dedicate to the public use forever the streets and alleys shown thereon, and do hereby reserve the easement strips for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove all or part of any buildings, fences, trees, shrubs and improvements or other growths which may, in any way, interfere with the construction, maintenance or efficiency of its respective system in any of the easements strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and either adding to or removing all or part of their respective system, without the necessity of, at any time, procuring the permission of anyone.

This plat approved subject to the platting ordinances, rules, regulations and resolutions of the Ellis County, Texas

WITNESS OUR HANDS at Waxahatchie, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

*Billy Tom Fulton*  
BILLY TOM FULTON

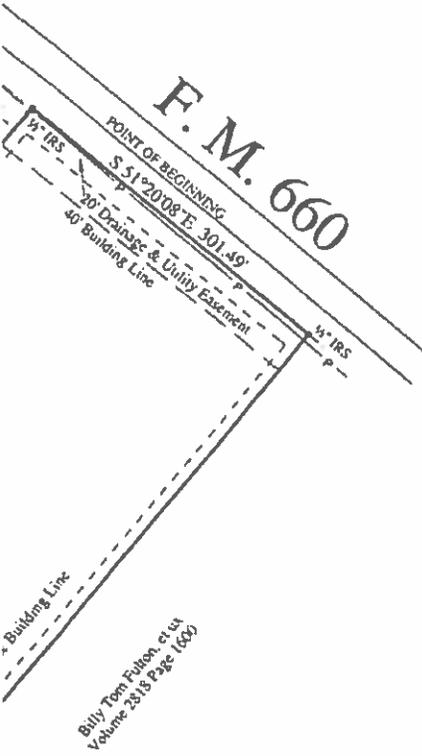
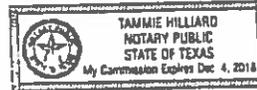
*Shirley Fulton*  
SHIRLEY FULTON

STATE OF TEXAS  
COUNTY OF ELLIS:

BEFORE ME, the undersigned authority, a notary public, on this day personally appeared Billy Tom Fulton and Shirley Fulton known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated

GIVEN under my hand and seal of office this the 4 day of April 2016

*Tammie Hilliard*



Commissioners Court of Ellis County, Texas  
lay of \_\_\_\_\_, 2016

ent of Development of Ellis County, Texas, for on-site  
ation as may be required by the Ellis County

TOR \_\_\_\_\_  
DATE \_\_\_\_\_

pared this plat from an  
monuments shown  
d supervision in  
ns of Ellis County,

*4 Apr 2016*  
DATE

Simplified Plat  
FULTON ADDITION  
A Subdivision of Part of  
the R. de la Pena Eleven League Grant Abstract 3  
Ellis County, Texas  
For  
Billy Tom Fulton & Shirley Fulton  
5006 F. M. 660 Ennis, Texas 75119  
By  
N. W. Krieger, Jr.  
2409 Park Street  
P. O. Box 1294 Ennis, Texas 75120-1294  
Phone: 972/878-7013

Lot 9A

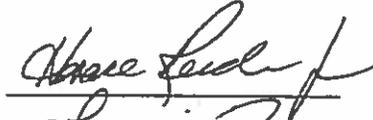
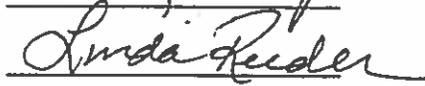
1.1

VARIANCE REQUEST LETTER FOR 150' FRONTAGE

Your Honor and Distinguished Gentlemen of the Ellis County Commissioners Court:

In reference to the replat application for Tanglewood Hollow Phase I, we request a variance on the 150' frontage. The addition was originally platted in 1977. At that time, 120' frontage was adequate. None of the other lots in the addition are 150' frontage.

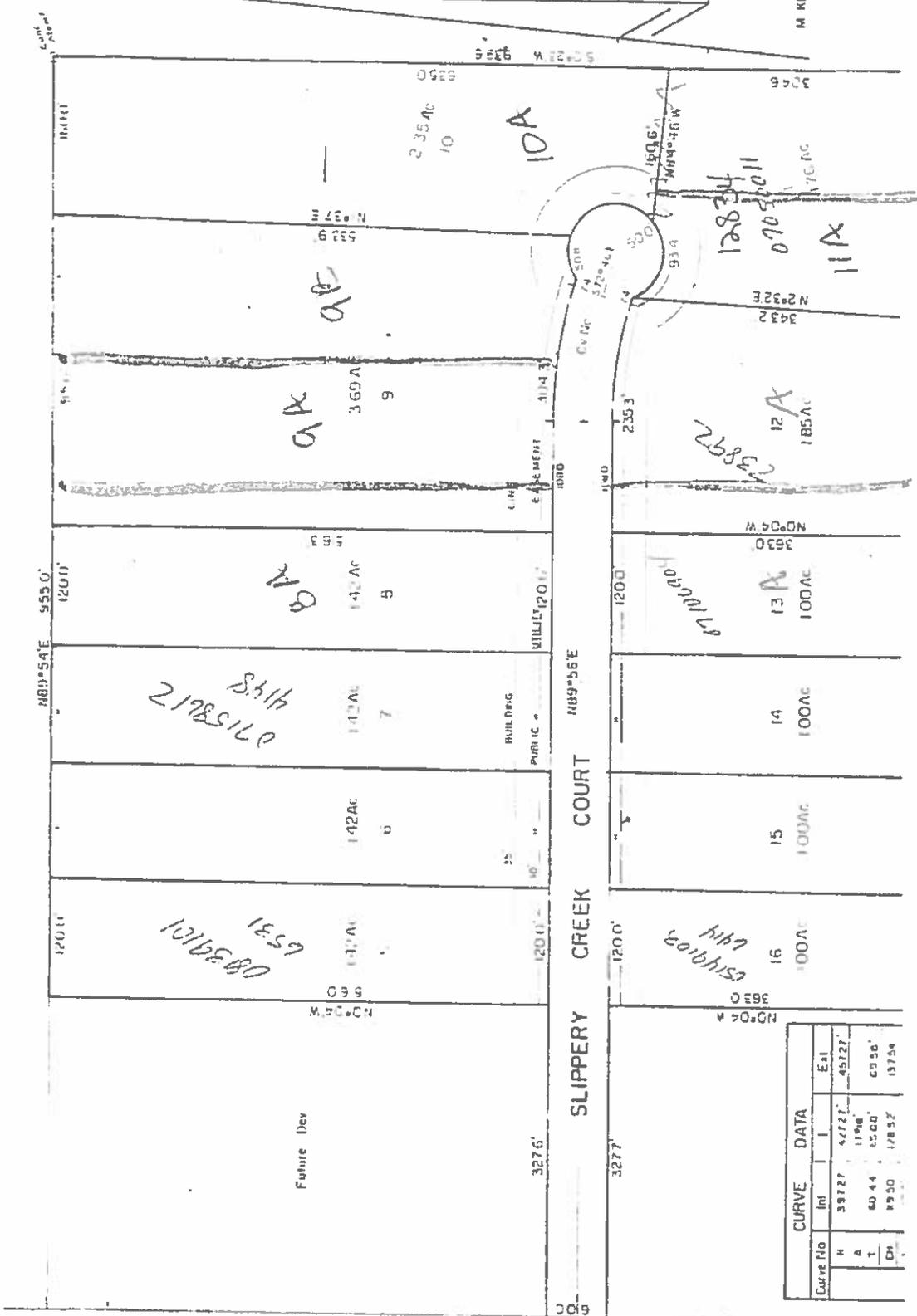
Respectfully,

Horace and Linda Reeder

7420 7420

HEIRS of WARREN JACKSON



Curve No	CURVE DATA	
	Int	Ext
H	33727	42722
A	1798	43127
T	60 44	65 00
Dt	8950	17857
		60 50
		13754

F.M. HWY. N° 664

11

# SARDIS-LONE ELM

## WATER SUPPLY CORPORATION

1.2

January 21, 2016

Mr. Horace Reeder  
8291 Slippery Creek Street  
Red Oak, Texas 75154

Re: Tanglewood Hollow, Phase I

Dear Mr. Reeder,

Sardis-Lone Elm WSC currently serves the above referenced subdivision with a 2" main extending from FM 664 eastward to the cul-de-sac of Slippery Creek. Residential service is available from the existing main however, at this time; fire hydrants may not be installed due to the water main size.

As a part of normal operations, Sardis has both long and short term plans for rehabilitation and improvements concerning the distribution system. It is a part of the 2016 improvement plan to replace the existing 2" main on Slippery Creek with an 8" main and install fire hydrants as needed.

Please contact me if you have any further questions concerning this matter.

Sincerely,



Paul Tischler, GM  
Sardis-Lone Elm WSC

1.2

VARIANCE REQUEST LETTER FOR FIRE HYDRANTS

Your Honor and Distinguished Gentlemen of the Ellis County Commissioners Court:

In reference to the replat application for Tanglewood Hollow Phase I, we request a waiver on installing fire hydrants at this time. We have included a letter from Paul Tischler, GM of Sardis-Lone Elm Water Supply Corporation, stating their intent to install an 8" main and two fire hydrants in the near future. We currently have a 2" main which will not support fire hydrants.

Respectfully,

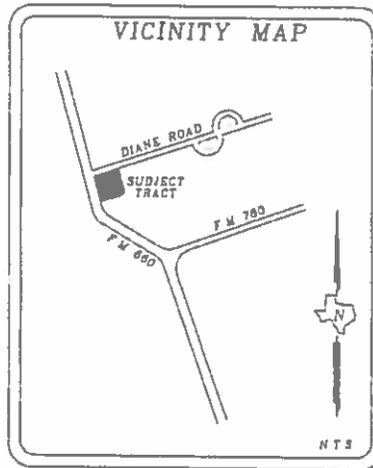

Horace and Linda Reeder

ALL MEN BY THESE PRESENTS DO HEREBY ADOPT THIS RE PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED & 21-B, A RE-PLAT OF LOT 21, BLOCK 1 OF CARRIAGE HILL ESTATES, SECTION ONE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS AND PARKS SHOWN HEREON AND EASEMENTS ARE FOR THE PURPOSES AND CONSIDERATIONS HEREIN

*[Signature]*

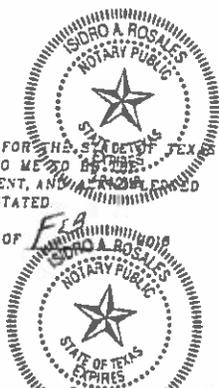
ALL MEN BY THESE PRESENTS: DO HEREBY ADOPT THIS RE-PLAT, DESIGNATING THE HEREIN ABOVE DESCRIBED & 21-B, A RE-PLAT OF LOT 21, BLOCK 1 OF CARRIAGE HILL ESTATES, SECTION ONE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS AND PARKS SHOWN HEREON AND EASEMENTS ARE FOR THE PURPOSES AND CONSIDERATIONS HEREIN

*[Signature]*



SIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, I APPEARED GUADALUPE T FLORES, KNOWN TO ME AND BY HERSELF, WHO ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND KNOWINGLY CONSENTED THE SAME IN THE CAPACITY THEREIN STATED

AND SEAL OF OFFICE THIS THE 27<sup>th</sup> DAY OF FEB 2016  
*[Signature]*  
FOR THE STATE OF TEXAS



ETJ OF CITY-NOT IN THE ETJ

SIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, I APPEARED EDUARDO R VALDELAMAR, KNOWN TO ME AND BY HIMSELF, WHO ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME IN THE CAPACITY THEREIN STATED

AND SEAL OF OFFICE THIS THE 28<sup>th</sup> DAY OF FEB 2016  
*[Signature]*  
FOR THE STATE OF TEXAS

THIS RE-PLAT HAS BEEN APPROVED BY THE DEPARTMENT OF DEVELOPMENT FOR AN ON-SITE SEWAGE FACILITY SYSTEM PENDING ANY AND ALL INFORMATION AS MAY BE REQUIRED BY THE ELLIS COUNTY DEPARTMENT OF DEVELOPMENT

DEPARTMENT OF DEVELOPMENT DIRECTOR

ELLIS COUNTY, TEXAS  
2016

COUNTY CLERK

DISTRICT 2 COUNTY COMMISSIONER, LANE GRAYSON

DISTRICT 4 COUNTY COMMISSIONER, KYLE BUTLER

# LOTS 21-A & 21-B

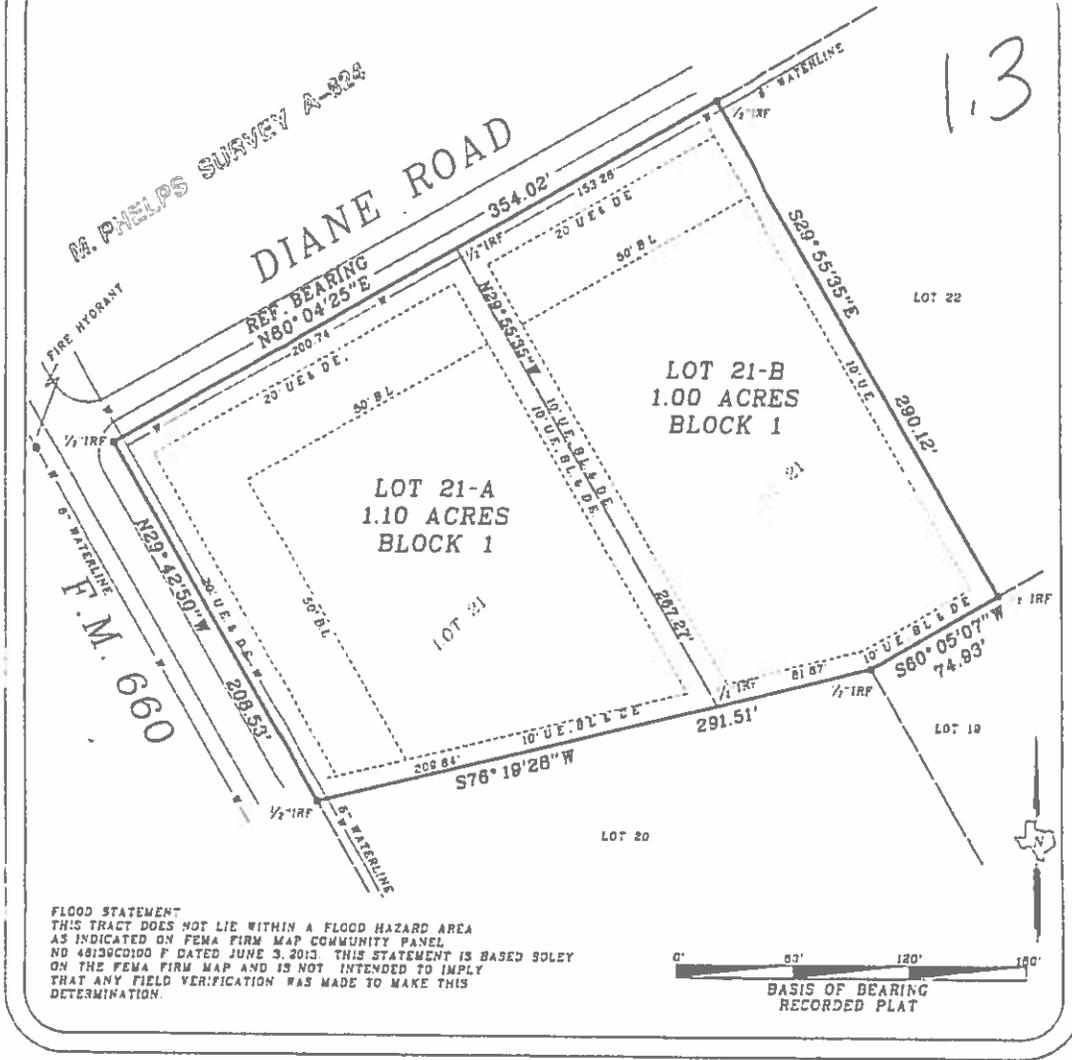
## CARRIAGE HILL ESTATES

RE-PLAT  
LOTS 21, BLOCK 1  
CARRIAGE HILL ESTATES  
SECTION ONE  
2.10 ACRES  
M. PHELPS, A-824  
ELLIS COUNTY, TEXAS

OWNERS/DEVELOPER  
GUADALUPE T. FLORES  
718 E INDIA ROAD  
FERRIS, TX 75125

EDUARDO R. VALDELAMAR  
125 HURST CIRCLE

**HARDIN SURVEYING**  
PO BOX 587  
MABANK, TEXAS 75147  
(903) 887-5674 LOCAL  
(877) 329-6475 TOLL FREE  
DATE PERFORMED NOVEMBER 3, 2013  
SCALE 1" = 60 FEET  
WORK ORDER # 1511018  
DRAWN BY JP  
CHECKED BY AP  
FIELD BY CF



ALL WATERCOURSES, D  
EXPRESSED

*G. Flores*  
GUADALUPE T. FLORES

NOW, THEREFORE, KNOW  
I, EDUARDO R VALDEL  
PROPERTY AS LOTS 2  
AND HEREBY DEDICAT  
ALL WATERCOURSES, D  
EXPRESSED

*E.R. Valdelam*  
EDUARDO R VALDELAM

STATE OF TEXAS  
COUNTY OF

BEFORE ME, THE UNDE  
ON THIS DAY PERSON  
PERSONS WHOSE NAME  
TO ME THAT THEY EX

GIVEN UNDER MY HA

*[Signature]*  
NOTARY PUBLIC IN A  
STATE OF TEXAS  
COUNTY OF

BEFORE ME, THE UNDI  
ON THIS DAY PERSON  
PERSONS WHOSE NAME  
TO ME THAT THEY E

GIVEN UNDER MY HA

*[Signature]*  
NOTARY PUBLIC IN A

FLOOD STATEMENT  
THIS TRACT DOES NOT LIE WITHIN A FLOOD HAZARD AREA  
AS INDICATED ON FEMA FIRM MAP COMMUNITY PANEL  
NO 48199C0100 P DATED JUNE 3, 2013. THIS STATEMENT IS BASED SOLELY  
ON THE FEMA FIRM MAP AND IS NOT INTENDED TO IMPLY  
THAT ANY FIELD VERIFICATION WAS MADE TO MAKE THIS  
DETERMINATION.



OWNER'S CERTIFICATION

STATE OF TEXAS  
COUNTY OF ELLIS

BEING ALL THAT CERTAIN LOT TRACT OR PARCEL OF LAND LOCATED IN THE  
M PHELPS SURVEY A-824 ELLIS COUNTY, TEXAS BEING DESCRIBED AS LOT  
21 BLOCK 1 OF CARRIAGE HILL ESTATES SECTION ONE, ACCORDING TO THE  
PLAT RECORDED IN CABINET B SLIDE 383 OF THE PLAT RECORDS, ELLIS  
COUNTY TEXAS SAID LOT TRACT OR PARCEL OF LAND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT 1/2" IRON ROD FOUND AT THE INTERSECTION OF THE SOUTHEAST  
LINE OF DIANE ROAD AND THE NORTHEAST LINE OF F.M 660 AT THE WEST CORNER  
OF LOT 21:

THENCE N80°04'25" E (REF BEARING) 354.02 FEET ALONG THE SOUTHEAST  
LINE OF DIANE ROAD BEING THE NORTHWEST LINE OF LOT 21 TO A 1/2" IRON  
ROD FOUND AT THE WEST CORNER OF LOT 22, THE NORTH CORNER OF LOT 21.

THENCE S29°35'35" E 290.12 FEET ALONG THE COMMON LINE OF LOT 21 AND LOT 22  
TO A 1/2" IRON ROD FOUND IN THE NORTHWEST LINE OF LOT 19 AT THE EAST  
CORNER OF LOT 21.

THENCE ALONG THE SOUTHEAST LINE OF LOT 21 AS FOLLOWS: S60°05'07" W,  
74.93 FEET TO A 1/2" IRON ROD FOUND AT THE EAST CORNER OF LOT 20;  
S78°19'28" W, 291.51 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEAST  
LINE OF F.M. 660 AT THE SOUTH CORNER OF LOT 21.

THENCE N 29°42'50" W 208.53 FEET ALONG THE NORTHEAST LINE OF F.M 660  
THE SOUTHWEST LINE OF LOT 21 TO THE POINT OF BEGINNING AND CONTAINING  
2.10 ACRES OF LAND MORE OR LESS

SURVEYOR'S CERTIFICATE

I GARY L HARDIN REGISTERED PROFESSIONAL LAND SURVEYOR NO 4207 DO HEREBY  
CERTIFY THAT THE PLAT HEREON REPRESENTS THE RESULTS OF A SURVEY MADE ON  
THE GROUND UNDER MY DIRECTION AND SUPERVISION THE LINES AND DIMENSIONS OF  
SAID PROPERTY BEING AS INDICATED.

*[Signature]* 3/10/16  
GARY L HARDIN, RPLS NO 4207  
FIRM REGISTRATION NO 10114700

APPROVED BY THE COMMISSIONERS COURT OF  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

COUNTY JUDGE, CAROL BUSH

PCT. 1 COUNTY COMMISSIONER, DENNIS ROBINSON

PCT. 3 COUNTY COMMISSIONER, PAUL PERRY



From: John Ed & Kellye Justice  
4550 Childress Tr.  
Frisco, TX 75034

03/03/16

1.4

To: Ellis County Commissioners Court  
Lisa Yates  
Administrative Assistant  
972-825-5200  
lisa.yates@co.ellis.tx.us

Re: Re-plat of Lot 81 of Chambers Meadows West adding acreage from part of 122.964 acres Edith Sims Few Estate, Vol. 783, Pg. 405 DRECT

We are requesting a variance as to the rules and regulation concerning a fire hydrant. We propose dividing Lot 81 into Lot 81 R-A with 22.178 acres and Lot 81 R-B with 31.033 acres. It presently is 4 acres and has 400' frontage plus there is a 60' ROW.

South Ellis County Water acknowledges a 6" water line servicing W. Chambers Dr. However, I am only splitting one lot to create two lots that will have 20+ acres each.

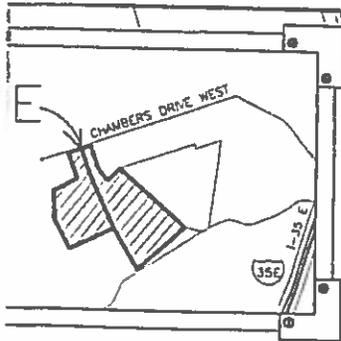
Both properties are under contract to neighbors on West Chambers.

Thank you for considering this variance.

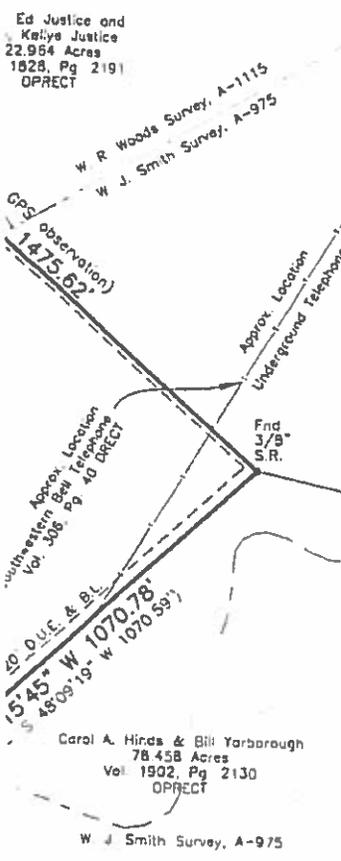


John Ed Justice  
214-676-3673

1.5



N MAP SCALE : 1" = 2000'



Abst 294

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

That We, John Ed Justice and Kellye Justice, being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES - 53.211 Acres

BEING all that lot, tract or parcel of land situated in the James Henderson Survey, Abstract No. 442, and in the W.J. Smith Survey, Abstract No. 975, in Ellis County, Texas, and being a all of Lot 81 of Chambers Meadows West, and addition in Ellis County, Texas, according to the plat thereof recorded in Cabinet B, Sides 480 & 481, Plat Records, Ellis County, Texas (PRECT), and including a part of a called 122.954 acres tract conveyed to John Ed Justice and wife, Kellye Justice by deed recorded in Volume 1828, Page 2191, Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 3/8" steel rod found in the southeast line of West Chambers Drive (A 60' R.O.W.) for the west corner of Lot 81, and being the most northerly west corner of this tract, and being the north corner of Lot 82 of said Chambers Meadows West addition, with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, with a beginning co-ordinate of Northing = 8787609.658, Easting = 2482712.487;

THENCE North 70°39'10" East, 236.83 feet (Plat - N 71°29'23" E) along the northwest line of said Lot 81 and this tract to a 1/2" steel rod set for corner;

THENCE North 70°40'40" East, 178.43 feet (Plat - N 71°29'23" E) along the northwest line of said Lot 81 and this tract to a T-Post found for the north corner of said Lot 81, and being the same for this tract, and being at the intersection of the southeast line of West Chambers Drive with the southwest line of a 60' R.O.W. (Per the Chambers Meadows West Plat);

THENCE South 20°27'50" East, 386.84 feet (Plat - S 18°30'37" E) along a northeast line of Lot 81 and same for this tract, and along the southwest line of said 60' R.O.W. to a 5/8" steel rod found for corner, said point being the east corner of Lot 81, and being a north corner of said Justice tract, and being at the beginning of a curve oriented counter-clockwise and to the right;

THENCE along the arc of said curve (Radius=580.00', Long Chord=5 37'17" E, 180.58') an arc length of 181.32 feet along a northeast line of the Justice tract and this tract, and along a southwest line of said 60' R.O.W. to a T-Post found for corner;

THENCE South 48°39'01" East, 112.02 feet (Deed - S 45°30'37" E) along a northeast line of the Justice tract and this tract, and along a southwest corner of said 60' R.O.W. to a 1/2" steel rod set for an inset corner of the Justice tract, and being the same for this tract, and being the south corner of said 60' R.O.W.;

THENCE North 43°45'10" East (Deed - N 44°43'11" E, 290.82') along a northwest line of the Justice tract and this tract, and along the southeast line of said 60' R.O.W., at approximately 59.54 feet passing a 1/2" steel rod found for the east corner of said 60' R.O.W. and the south corner of Lot 80 of said Chambers Meadows West addition a total distance of 290.82 feet to a 1/2" steel rod found for a northeast corner of said Justice tract, and being the most easterly north corner of this tract, and being the east corner of said Lot 80 and the south corner of Lot 79 of said Chambers Meadows West addition;

THENCE South 47°57'57" East, 1475.62 feet through said Justice tract along a northeast line of this tract to a 3/8" steel rod found for an inset corner of said Justice tract, and being the east corner of this tract, and being a north corner of a called 78.458 acres tract described by deed recorded in Volume 1902, Page 2130, OPRECT;

THENCE South 47°15'45" West, 1070.78 feet (Deed - S 48°09'19" W, 1070.79') along the southeast line of the Justice tract and this tract, and along a northwest line of said 78.458 acres tract to a 3/8" steel rod found for a south corner of the Justice tract, and being the most easterly south corner of this tract, and being the west corner of said 78.458 acres tract, and being in the northeast line of a called 408.79 acres tract described by deed recorded in Volume 820, Page 1000, Deed Records, Ellis County, Texas (DRECT);

THENCE North 30°30'23" West, 798.82 feet (Deed - N 29°36'31" W, 799.14') along a southwest line of said Justice tract and this tract, and along a northeast line of said 408.79 acres tract to a 1/2" steel rod set for an inset corner of the Justice tract, and being the same for this tract, and being a north corner of said 408.79 acres tract;

THENCE South 65°01'06" West, 865.46 feet (Deed - S 65°52'24" W, 865.45') along a southeast line of the Justice tract and this tract, and along a northwest line of said 408.79 acres tract to a 1/2" steel rod set for the most westerly south corner of the Justice tract, and being the same for this tract, and being an inset corner of said 408.79 acres tract;

THENCE North 28°39'22" West, 548.04 feet (Deed - N 27°43'17" W, 548.18') along a southwest line of the Justice tract and this tract, and along a northeast line of said 408.79 acres tract to a 1/2" steel rod found for a southwest corner of the Justice tract, and being the same for this tract, and being the westerly north corner of the 408.79 acres tract, and said point also being the southeast corner of Lot 83 of said Chambers Meadows West addition;

THENCE North 01°47'22" West, 500.92 feet (Deed - N 00°55'04" W, 500.77') along the west line of the Justice tract and this tract, and along the east line of said Lot 83 to a 1/2" steel rod set for a northwest corner of the Justice tract, and being the same for this tract, and being the south corner of Lot 82 of said Chambers Meadows West addition;

THENCE North 61°15'40" East, 451.67 feet (Deed - N 62°05'51" E) along a northwest line of the Justice tract and this tract, and along the southeast line of said Lot 82 to a 5/8" steel rod found in the northwest line of the Justice tract for an inset corner of this tract, and also being the south corner of the closed said Lot 81, and also being the east corner of Lot 82;

THENCE North 19°44'37" West, 456.21 feet (Plat - N 18°52'52" W, 456.13') along a southwest line of said Lot 81 and this tract, and along the northeast line of Lot 82 to the POINT OF BEGINNING and containing approximately 53.211 acres of land.

WE HEREBY PRESENTS,

and Kellye Justice, do hereby adopt this plat designating the hereinabove part of LOTS 81A and 81B of CHAMBERS MEADOWS WEST, ( Being a PART OF CHAMBERS MEADOWS WEST and a 53.211 acre tract of land out of the James Henderson Survey, Abstract 442 and the W.J. Smith Survey, Abst 975 ), and do hereby dedicate to Ellis County, Texas, the streets and alleys shown hereon, and do hereby reserve the easement for the accommodation of all public utilities desiring to use or using same. We do hereby reserve the right to remove and keep removed all or part of any building, fences, signs or improvements which in any way endanger or interfere with the efficiency of its respective system on any of these easement strips; and in all times, have the right of ingress and egress to and from and upon said streets of construction, reconstruction, inspecting, patrolling, maintaining and repairing part of its respective system without the necessity at any time of anyone.

WITNESS MY HAND THIS THE 7th DAY OF March, 2016.  
 \_\_\_\_\_  
 Kellye Justice

authority, a notary public in and for said state on this day personally and Kellye Justice, known to me to be the persons whose names are above and acknowledged to me that they executed the same for the purposes and capacity stated.

SEAL OF OFFICE THIS THE 7th DAY OF March, 2016.  
 \_\_\_\_\_  
 STACEY HCLUBEC  
 Notary Public  
 State of Texas  
 ID # 126849389  
 Comm. Expires 3/24/2017

Owners:  
 John Ed & Kellye Justice  
 4350 Childress Trail  
 Frisco, Texas 75034  
 Phone: 214-676-3673

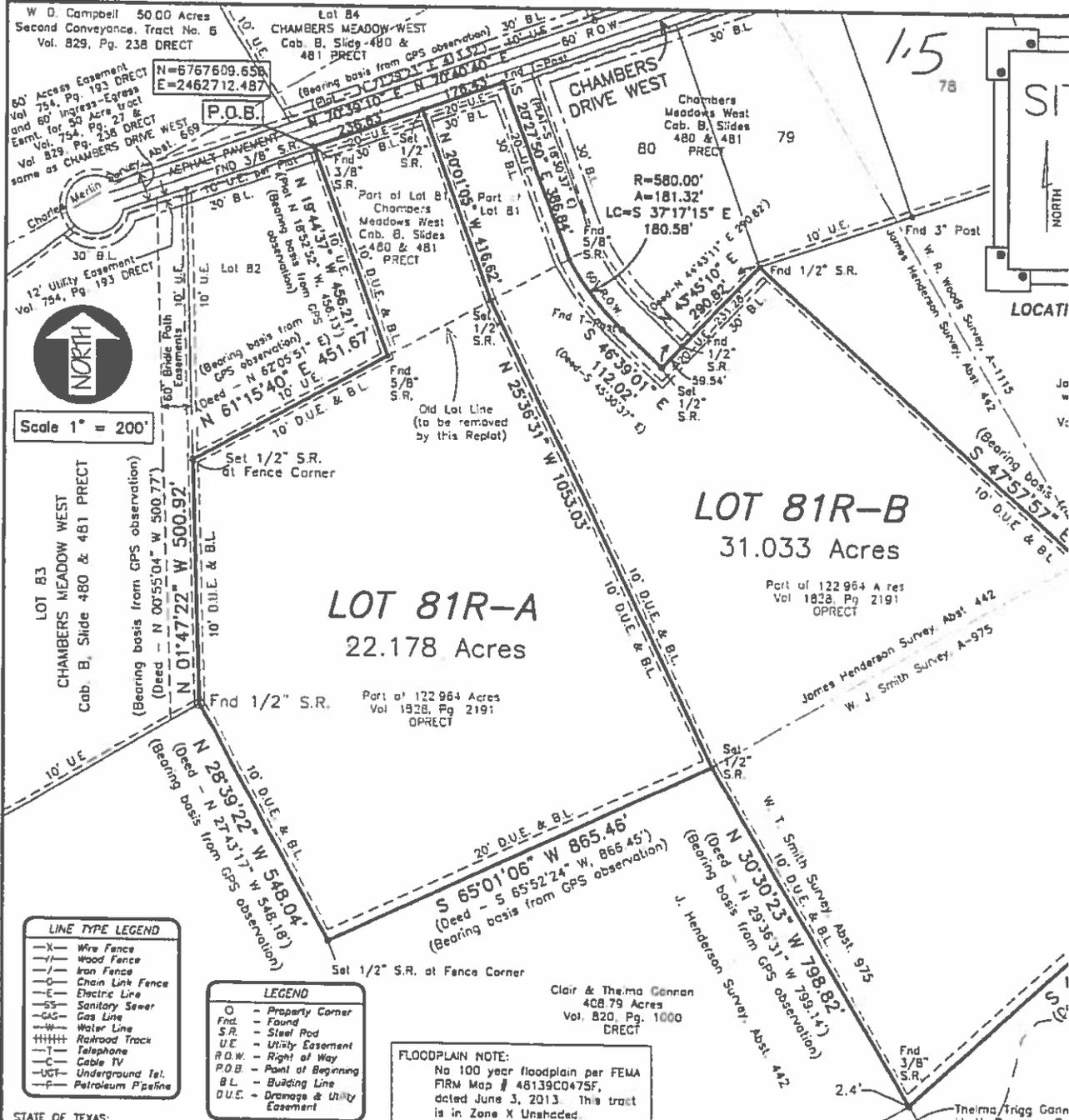
NOTE:  
 PROPERTY IS IN THE EXTRA TERRITORIAL JURISDICTION (E.T.J.) OF THE CITY OF ITALY AND IS SUBJECT TO THEIR PLATTING RULES AND REGULATIONS

**REPLAT**  
**Lot 81R-A ( 22.178 Acres )**  
**Lot 81R-B ( 31.033 Acres )**  
**CHAMBERS MEADOWS WEST**  
 Being a Replat of Lot 81 of CHAMBERS MEADOWS WEST and a 53.211 Acre Tract out of the James Henderson Survey, Abst. 442 and the W.J. Smith Survey, Abst. 975 in the Extra Territorial Jurisdiction (E.T.J.) of the City of Italy, Ellis County, Texas

REVISIONS	BY
02-29-16	KB

**DAVIS & MCDILL, Inc.**  
 ENGINEERS  
**D & M**  
 SURVEYORS  
 (A Texas licensed surveying firm # 101504-00)  
 CONSULTING ENGINEERS - LAND SURVEYORS  
 P.O. BOX 428, WAXAHACHE, TEXAS 75168  
 PHONE: 972-938-1185 FAX: 972-937-0307

Date 2/22/16  
 Scale: 1"=200'  
 Drawn: D. McDill  
 Job: 216-0039  
 Sheet 1  
 of 1 sheets



STATE OF TEXAS:  
COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of Ellis County, Texas:  
Approved this date, the \_\_\_\_\_ day of \_\_\_\_\_, 2018

County Judge, Coral Bush

Dennis Robinson  
Commissioner Precinct # 1

Lane Grayson  
Commissioner Precinct # 2

Paul Perry  
Commissioner Precinct # 3

Kyle Butler  
Commissioner Precinct # 4

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

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

Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

THIS is to certify 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*  
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 subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity stated.

Give under my hand and seal this the 29 day of February, 2018.

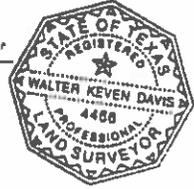
*Tracy Kelley*  
Tracy Kelley  
Notary Public in and for the State of Texas

**STATE OF TEXAS:**

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John Ed Justice, known to me to be the person whose subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity stated.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*John Ed Justice*  
John Ed Justice



**NOW THEREFORE KNOW**

That We, John Ed Justice described property as a Replat of Lot 81 of CH Henderson Survey, Abst. County, for public use, strips shown on this plat. Any public utility shall not, trees, shrubs or other construction maintenance any public utility shall, assessments strips for the adding to or removing procuring the permittee

**IN TESTIMONY WHEREOF**

*John Ed Justice*  
John Ed Justice

**STATE OF TEXAS:**

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John Ed Justice, known to me to be the person whose subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity stated.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Shawn Hill*  
Shawn Hill



116

STATE OF TEXAS }  
COUNTY OF ELLIS }

DATA

Delta Angle Radius Arc Chord Bearing/Length  
00°21'39" 3467.79' 21.84' S 70°30'03"E/21.84'



20.60'  
W 18.60'

FIELD NOTES FOR DEDICATION

WHEREAS Leon Kiser and Antonio Barajas, being the owners of the tract of land situated in the John Chamblee Survey, Abstract 192, Ellis County, Texas, and being the tract described in deed from Ruby J. Miller to Rubin Leon Kiser, et ux recorded in Volume 624, Page 278, Deed Records of said County and Lot 1, Barajas Addition as recorded in Cabinet 1, Side 345, Plat Records of said County, and being more particularly described by its metes and bounds as follows:

BEGINNING at a railroad spike set in the center of Cement Valley Road, at the northwest corner of said Kiser tract and the northeast corner of the tract described in deed from G.C. McGlothlin to Louis W. Biediger recorded in Volume 603, Page 789 of said Deed Records:

THENCE S 70°11'25" W, with the center of said Road and northerly line of said Kiser tract 176.50 feet to a railroad spike set in said Road;

THENCE S 19°48'32" W, 40.51 feet to a 1/2 inch steel rod set at the northwest corner of said Lot 1, Barajas Addition;

THENCE S 70°11'25" E, with the common line of said Road and Lot 1, a distance of 145.18 feet to a 5/8 inch steel rod found at the beginning of a curve to the right with a radius of 3467.79 feet.

THENCE Southeastly, with the arc of said curve through a central angle of 00°21'39", a chord bearing and distance of S 7°30'03" E, 21.84 feet, an arc length of 21.84 feet to a 5/8 inch steel rod found at the northeast corner of said Lot 1 and the northwest corner of Lot 2 of said Addition;

THENCE with the common line of said Lots 1 and 2, S 18°15'36" W, 135.07 feet to a 1/2 inch steel rod set, S 4°20'18" E, 20.60 feet to a 1/2 inch steel rod set, S 43°26'52" W, 18.60 feet to a 1/2 inch steel rod set and S 18°15'36" W, 982.22 feet (call S 18°16'44" W, 982.57 feet to a 5/8 inch steel rod found at the southeast corner of said Lot 1 and on the northeast line of the tract described in Contract of Sale and Purchase between the Veterans Land Board of Texas and Cecil Ray Booth recorded in Volume 797, Page 372 of said Deed Records;

THENCE with the south line of said Lot 1 and the north line of said Booth tract N 77°50'13" W, 199.97 (call N 77°52'24" W, 199.72 feet) to a 5/8 inch steel rod found at the common corner of said Lot 1 and said Kiser tract and continuing with the south line of said Kiser tract and the north line of said Booth tract N 77°50'57" W, 178.09 feet (call N 77°52'24" W, 178.44 feet) to a 5/8 inch steel rod found at the common corner of said Kiser and Biediger tracts.

THENCE N 19°48'32" E, with the common line of said Kiser and Biediger tracts, 1243.44 feet to the point of beginning and containing approximately 9.89 acres of land

THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT we, Rubin Leon Kiser and Antonio Barajas, do hereby adopt this plat, designating same as a replat of Lots 1R and 1AR, BARAJAS ADDITION, a subdivision in Ellis County, Texas, and do hereby dedicate to the public use and benefit forever, the streets, alleys and easements shown hereon. Any part of any buildings, 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 easements 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.

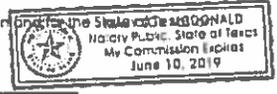
This plat approved subject to all platting ordinances, rules, regulation and resolutions of the City of Midlothian, Texas and Ellis County, Texas.

Witness my hand on this 11th day of December, 2015

*Rubin L Kiser*  
Leon Kiser

Subscribed to and sworn to before me, a Notary Public, in and for the State of Texas on this 11th day of December, 2015

*Mary McDonald*  
Notary Public  
Witness my hand on this \_\_\_ day of \_\_\_ 2015  
My Commission Expires On: 6-10-2019



*Antonio Barajas*  
Antonio Barajas

Subscribed to and sworn to before me, a Notary Public, in and for the State of Texas, on this 14 day of December, 2015

*Emily Clare Knight*  
Notary Public  
Witness my hand on this \_\_\_ day of \_\_\_ 2015  
My Commission Expires, On: March 13, 2016

Leon Kiser  
3950 Cement Valley Road  
Midlothian, Texas 76065

Antonio Barajas  
3946 Cement Valley Road  
Midlothian, Texas 76065



FLOOD HAZARD STATEMENT:  
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Number 48139C0135F, dated June 3, 2013, for Ellis County, Texas, and Incorporated Areas, this tract is not within a special flood hazard area inundated by 100-year flood.

SURVEYORS CERTIFICATE:  
I declare that the plat and field notes were prepared from an actual and accurate survey made on the ground 24 October, 2015, and that all corner monuments were found or placed under my personal supervision.

*Stuart G. Hamilton*  
Stuart G. Hamilton  
Registered Professional  
Land Surveyor, No. 4480

DEC 10 2015  
Date  
DRAWN BY: sgh JOB NO. C-15132  
ELLIS ASSOCIATES

OF TEXAS  
OF ELLIS:

Site of approval by the Commissioners  
Ellis County, Texas. Approved this date  
\_\_\_ day of \_\_\_ 2015.

Robinson, Pct 1 Lane Grayson, Pct 2

erry, Pct 3 Kyle Butler, Pct 4



Planning Department  
City of Midlothian  
*[Signature]*  
Planning

12-14-15  
Date

Application is submitted by owner and developer for approval of Final Plat  
under the extrajurisdictional jurisdiction of the City of Midlothian, Ellis County, Texas.

DEPARTMENT OF DEVELOPMENT  
approval by the Department of Development, Ellis County, Texas, for  
a platting system, pending any and all information as may be required by the  
Department of Development

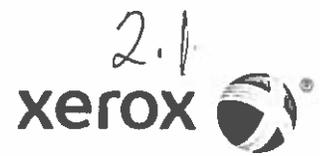
Development

Final Plat  
above and foregoing Final Plat of was approved for filing by Ellis County  
Court on the \_\_\_ day of \_\_\_ 20\_\_.

Signature



# Lease Agreement



Customer: ELLIS, COUNTY OF

Bill To: COUNTY OF ELLIS  
ADULT PROBATION  
202 CLIFT ST  
WAXAHACHIE, TX 75165-3734

Install: COUNTY OF ELLIS  
ADULT PROBATION  
202 CLIFT ST  
WAXAHACHIE, TX 75165-3734

Tax ID#: X

State or Local Government Negotiated Contract : 072719100

## Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	<b>W7845PT (W7845PT TANDEM)</b> - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 5845APT S/N EX7385210 Trade-In as of Payment 35	4/22/2016
2.	<b>W7845PT (W7845PT TANDEM)</b> - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 5845APT S/N EX7385255 Trade-In as of Payment 35	4/22/2016
3.	<b>W7845PT (W7845PT TANDEM)</b> - 2/3 Hole Punch - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 5845APT S/N EX7385393 Trade-In as of Payment 35	4/22/2016

## Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.</p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and <b>Blake Norman</b> (469)426-2046 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>	
Signer: _____	Phone: _____		
Signature: _____	Date: _____		



Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$212.93	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
		2: COLOR	All Prints	\$0.0456	
2. W7845PT	\$214.20	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
		2: COLOR	All Prints	\$0.0456	
3. W7845PT	\$214.67	1: BLACK	1 - 75,000 75,001+	Included \$0.0051	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
		2: COLOR	All Prints	\$0.0456	
Total	\$641.80	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

**6. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. W7845PT	- Refinance of Xerox Agreement	\$123.00	9.5%	\$18.84
2. W7845PT	- Refinance of Xerox Agreement	\$162.00	9.5%	\$24.48
3. W7845PT	- Refinance of Xerox Agreement	\$176.00	9.5%	\$26.68

**B & J Wakefield Services, Inc.**  
**101 Lakeview Circle**  
**Waxahachie, TX 75165**

2.2

**(972) 938-3355**

**Fax: (214) 988-0867**

**www.texasseptic.com office@texasseptic.com**

**March 9, 2016**

**Ellis County Training Center #1**  
**Attention: Jodi Platt**  
**101 W Main St #203**  
**Waxahachie, TX 75165**

**Permit No: 09151103**

**Site: 2272 FM 878 Waxahachie, TX 75165**

**Due to Ellis county regulations all commercial onsite sewage facilities using secondary treatment must have a maintenance contract. That requires the maintenance company to visit the site once per month. Commercial is considered any facility that is not a single family dwelling or duplex not having more than two families.**

**We will perform all mandatory testing procedures such as testing alarms, aerator/air compressor, electrical, effluent pump, floats, spray heads, sludge in pump tank, effluent for chlorine or fecal coliform and sprayfield.**

**Our rate is as follows: \$76.25/month or \$915.00 per year. This includes 12 inspections per year/once every month which includes adding chlorine at the time of service. However, you are still responsible for checking the chlorine levels in between our visits.**

**Thank you,**  
**B & J Wakefield Services, Inc.**

**B & J Wakefield Services, Inc.**  
**101 Lakeview Circle**  
**Waxahachie, TX 75165**

Date: 3/9/2016

Phone: (972) 938-3355  
Fax: (214) 988-0867  
www.texasseptic.com / office@texasseptic.com  
Permit #: 09151103

To: **Ellis County Training Center #1**  
**Attention: Jodi Platt**  
**101 W Main St #203**  
**Waxahachie, TX 75165**

Contract Period
Start Date: 6/30/2016
End Date: 6/29/2017

Phone: (972) 825-4943      Subdivision:  
Site: 2272 FM 878, Waxahachie, TX 75165  
County: Ellis  
Installer: SK Septic Services  
Agency: Ellis County Department of Development  
Mfg/Brand: Pro Flo - Gatco (Cajunaire) / Pro Flo

Installed: 10/12/2011  
Warranty Ends: 10/12/2013

Inspector adds chlorine  
B & J Wakefield Services, Inc.  
12 visits per year - one every 1 months

Map Key:                      ID: 5151401

B & J Wakefield Services, Inc. (BJWS) will inspect and / or maintain the OSSF at property location specified in this contract for the amount of time indicated in this contract. This inspection contract will cover inspection according to state and local laws at time of agreement. Prices may change during contracted periods if laws change. This inspection contract covers (1) checking the irrigation pump and spray field to be sure they are operating, (2) checking any warning lights and/ or audible alarms for motor malfunctions, (3) testing effluent as required for your type of system. Lab fee for BOD/TSS is an additional cost and will be required at time of contract signing due to this procedure is mandatory once per contracted year. This contract is for amount of time indicated above. Contract does not include service calls nor repairs. There will be additional charges unless under warranty.

Customer will be responsible to renew their contract with BJWS or another maintenance company 30 days before this maintenance contract expires. Payment: IMPORTANT NOTICE!! CHECK ACCEPTANCE POLICY If you pay this invoice by check and your check is returned to us, it will be represented electronically and your account will be debited for the amount of the check plus the state allowed fee. Please pay balance due upon receipt of invoice. Payments made after 30 days will have an interest rate of 25% apr. After 90 days a \$20 late fee will be assessed. After 180 days account will go to collections and/or lien placed and fees up to 50% of balance will be assessed.

If the Customer notices a problem with the OSSF system, they will need to contact BJWS as soon as possible. A representative will come out within 48 business hours from when the call is received or at a time convenient for the customer. BJWS or a representative will test and inspect the OSSF system and make out a report on each service. A copy of the report will be given to the customer, to the regulating authority, and BJWS will keep one on file. Property access: By signing this contract the customer is allowing BJWS or a representative to gain access to property of location listed above to maintain and service the OSSF system. Customer may or may not be notified before we enter property to inspect or repair the OSSF system. If customer requests and appointment additional fees will apply. If we are unable to access property the report will indicate as such and there will be an additional service call fee to return. BJWS will not be liable for damages to property by gaining access, ornamental products around OSSF system. For example: gates, lids, gardens, bushes, plants, wall, etc. We do ask customer to leave access to all components of the OSSF system so that we may work or inspect the system without any complications.

Customer agrees to read homeowners manual and obtain information of proper usage of their OSSF system. Customer agrees not to abuse the OSSF system. Customer will hire BJWSI to repair items that are written up that are in need of repair in a timely manner. Customer may also visit our web site at [www.texasseptic.com](http://www.texasseptic.com) for related links on how to maintain their septic system. Customer also agrees to have their system pumped and cleaned when we request it to be cleaned. Customer will maintain the disinfection device unless we maintain monthly. Monthly maintenance BJWSI will maintain chlorine only. TCEQ license B Wakefield MP15, J Wakefield MP25, as of time of contract signing. Additional Employees after certification.

Customers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer check if applies (additional fees will apply) : Dangerous dogs: \_\_\_\_\_ Gate locked: \_\_\_\_\_ require appt \_\_\_\_\_

other: explain \_\_\_\_\_

email address: \_\_\_\_\_ Leave report \_\_\_\_\_

Licensed Maintenance Provider: \_\_\_\_\_ Date: \_\_\_\_\_



# SPECIAL WASTE SERVICE AGREEMENT NON-HAZARDOUS WASTES

3.4

Special Waste Profile Number: \_\_\_\_\_

### Generator Billing Information

### Republic Waste Location (Company)

Name: Ellis County  
 Address: 2272 FM 878  
 City: Waxahachie  
 State: TX Zip: 75165  
 Phone: 972-825-5194 Fax: \_\_\_\_\_  
 Contact: Tim Birdwell - tim.birdwell@co.ellis.tx.us

ECD Landfill  
5703 North IH-45  
Ennis, TX 75119  
Scale house: 972-875-5374

Project: Wood and Ash County and State of Origin: TX

Additional Information: All rates and invoices will be handled through the hauling CSA

- Special Waste Service.** Subject to the terms and conditions contained herein, the Company and the Generator agree to be legally bound hereby and the Company agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to the Company as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Paragraph 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by the Company and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) **Rates for Disposal.**

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
<u>Class 2 Bulk Solid</u>	<u>Landfill</u>	<u>See Hauling CSA</u>	<u>See Hauling CSA</u>	<u>See Hauling CSA</u>
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

Additional Information: \_\_\_\_\_

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

Cannot Exceed Daily Volume of n/a Without Prior Approval of Company.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s), the following documents are incorporated by reference into this Agreement as if fully set forth herein.

- \_\_\_\_\_
- \_\_\_\_\_

4. **Term of Agreement.** This Agreement is effective for (12) months, commencing (04-08-16) and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

THE COMPANY AND THE GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT. IN ADDITION, THE GENERATOR IS CERTIFYING THE ATTACHED TERMS AND CONDITIONS HAVE BEEN REVIEWED AND INITIALLED AT THE BOTTOM OF THE PAGE.

### GENERATOR

### REPUBLIC SERVICES, INC/COMPANY

(x)  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

[Signature]  
SIGNATURE (AUTHORIZED REPRESENTATIVE)

(x) (x)  
NAME AND TITLE (PLEASE PRINT)

Blatic Pederson / Sales Rep  
NAME AND TITLE (PLEASE PRINT)

(x)  
DATE

04/08/16  
DATE

# Terms and Conditions of Special Waste Service Agreement

5. **The Agreement.** This agreement of the parties ("Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any Application, permit and approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Company at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". The Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Company hereunder (i) will not contain any Special Waste that is not specifically described on any Application which is attached hereto or which is subsequently approved by the Company (ii) will meet the material description as set forth in any Application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Company, Generator has provided an Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Company shall at all times remain with Generator and Broker (if a Broker is involved).
8. **Rights of Refusal/Rejection.** The Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if the Company believes the Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. The Company shall have the right to inspect all vehicles and containers of Waste haulers, including the Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. The Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Generator of its responsibilities or liability under this Agreement. The Generator shall be responsible for, and bear all reasonable expenses and damages incurred by the Company, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. The Company may also, in its sole discretion, require the Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Company. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. The Company reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by the Company and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Company may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Company believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Company.
10. **Charges and Payment.** Payment shall be made by Generator within thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Company, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Company may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by the Company.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Company's Facility have been advised by Generator of the Company's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Company's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste and Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Company's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless the Company and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
General Liability	\$500,000 combined single limit
Automobile Liability	\$500,000 combined single limit

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to the Company. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, the Company shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by the Generator and shall give the Company the right to immediately terminate this Agreement:
  - (A) A petition for reorganization or bankruptcy filed by or against the Generator
  - (B) Failure by Generator to pay any amounts due to Company.
  - (C) Any breach by Generator of any of its obligations pursuant to the Agreement

Generator shall be liable for and shall indemnify, defend and hold harmless Company from any losses, claims expenses or damages incurred by the Company as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Company entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of the Company provided, however, that the Company may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. The Company reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, the Company's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** The Generator has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by Generator which may affect the acceptability of the Waste by the Company. Further, the Generator shall comply with all Company requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate Application or (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow the Company to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.

## 20. Miscellaneous

- (A) This Agreement shall be governed by the laws of the State in which the Facility is located.
- (B) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- (C) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- (D) Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding the Company's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of the Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Company.
- (E) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (F) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the Company and shall be of no effect.
- (G) Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless the Company from any breach thereof.
- (H) It is the understanding and agreement of the parties that the Company is an independent contractor, and is not an agent, nor an authorized representative of the Generator.

21. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to the Company or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
22. **Liquidated Damages.** In the event that this Agreement is terminated by the Generator in a manner not in accordance with paragraph 4 hereof, or terminated due to a breach of this Agreement by the Generator, the Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or the Generator's most recent monthly charge multiplied by six (6). The Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. The Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers including the Generator. This liquidated damages clause in no way relieves the Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.

GENERATOR: (1)

REPUBLIC SERVICES/COMPANY: BAP



**REPUBLIC  
SERVICES**

# PROPOSAL

4/8/2016

Tim Birdwell  
Ellis County  
2272 FM 878  
Waxahachie, TX 75165

Ellis County:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-328-7274. It's that easy.

## Service Details

LARGE CONTAINERS			
Equipment Qty/Type/Size:	2 - Open Top 30.00Yd(s)	Haul Rate:	\$225.00 per haul
Frequency:	On-Call	Disposal Rate:	\$18.00 per ton
Material Type:	Solid Waste		
Hauls/ month:	8.0		

## Estimated Monthly Amount \*

Large Container Haul Charge	\$1,800.00
Large Container Disposal Charge (8 tons)	\$144.00
Administrative Fee**	\$3.25
<b>Total Estimated Amount</b>	<b>\$1,947.25</b>

## One Time Charges

Delivery Charge Subtotal	\$280.00
Valued Customer Discount - Delivery	-\$80.00
<b>Total One-Time Amount</b>	<b>\$200.00</b>

Blake Pedersen  
Republic Services

[bpedersen@republicservices.com](mailto:bpedersen@republicservices.com)  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\* FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, [www.republicservices.com](http://www.republicservices.com). The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Temporary Service Agreement

AGREEMENT NUMBER A161023443  
 ACCOUNT NUMBER 794 -  
 EMAIL tim.birdwell@co.ellis.tx.us

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	Ellis County	SITE NAME	Ellis County
ATTN:	Tim Birdwell	ADDRESS	2272 FM 878
ADDRESS	2272 FM 878	CITY	Waxahachie, TX
CITY	Waxahachie, TX	STATE	TX
ZIP CODE	75165	ZIP CODE	75165
TEL. NO.	972-825-5194	TEL. NO.	972-825-5194
FAX NO.		FAX NO.	
AUTHORIZED BY:	Tim Birdwell	AUTHORIZED BY:	Tim Birdwell
TITLE		TITLE	
CONTACT	Tim Birdwell	CONTACT	Tim Birdwell

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	Ellis County	SITE NAME	Ellis County
ATTN:	Tim Birdwell	ADDRESS	2272 FM 878
ADDRESS	2272 FM 878	CITY	Waxahachie, TX
CITY	Waxahachie, TX	STATE	TX
ZIP CODE	75165	ZIP CODE	75165
TEL. NO.	972-825-5194	TEL. NO.	972-825-5194
FAX NO.		FAX NO.	
AUTHORIZED BY:	Tim Birdwell	AUTHORIZED BY:	Tim Birdwell
TITLE		TITLE	
CONTACT	Tim Birdwell	CONTACT	Tim Birdwell

NO	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV FREQUENCY	EST LIFTS	S	P.O. REQ	RCPT REQ	UF CODE	OPEN/ CLOSE DATE	LOB	PRE BILL	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	OTHER	RATE/UNIT	TC/RC CMP
N		RO	30,007(d)	N	2	T	N		OVC	4.0	X		Y	EC03	4/6/2016			\$225.00			\$18.00 per ton	Delivery Dry Run Relocate Removal Washout	\$140.00 \$195.00 \$195.00 \$225.00 \$165.00	

This undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT) \_\_\_\_\_ DATE OF AGREEMENT \_\_\_\_\_

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services. Company agrees to respond to customer's inquiries regarding the services within 30 days of such inquiry.

TERM. THE TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE UNTIL THE EARLIER OF CUSTOMER GIVING WRITTEN NOTICE TO COMPANY OF THE FINAL PULL UNDER THIS AGREEMENT OR 30 DAYS AFTER WRITTEN NOTICE TO COMPANY. COMPANY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY ORAL OR WRITTEN NOTICE TO CUSTOMER. COMPANY SHALL REMOVE ALL EQUIPMENT PROVIDED TO CUSTOMER WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE TERMINATION OF SERVICES.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

Valued Customer Discount - Delivery for 2 containers RO 30,000 yard - \$600.00  
 Exempt From: Fuel Recovery Fee, Environmental Recovery Fee

CONTINUED ON NEXT PAGE

**TERMS AND CONDITIONS (Continued from previous page)**

**PAYMENT.** Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

**RATE ADJUSTMENTS.** Company may, from time to time by 30 days prior written notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT.** Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**ASSIGNMENT.** Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE.** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEYS' FEES.** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

3.5



Wednesday, February 10, 2016



Corina Campbell  
SMARTnet Sales & Support  
o 214.857.6496  
ccampbell@gdt.com

Summary of SMARTnet Maintenance			
1 Year			
Quote #	Service Level	Service Description	Customer Price
12009067	MULTIPLE	MULTIPLE	\$ 43,378.38
Total Price			\$ 43,378.38

Tax not included

### SMARTnet team

Corina Campbell  
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ccampbell@gdt.com

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APPROVAL \_\_\_\_\_  
DEPT \_\_\_\_\_  
DATE \_\_\_\_\_  
LINE ITEM \_\_\_\_\_

STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

GENERAL DATATECH, L.P.

1. Introduction

**A. Parties**

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and General Datatech, L.P. ("Vendor"), with its principal place of business at 999 Metromedia Place, Dallas, Texas 75247.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily. Request for Offer (RFO) DIR-TSO-TMP-215, on December 6, 2013, for Cisco Branded Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-215 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Product and Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-215, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-215, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Cisco Branded products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Cisco Branded services as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**C. Emerging Technologies**

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of data communications and networking equipment and related services. Vendor may propose such products or services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

**C. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

**8. Authorized Exceptions to Contract or any Appendices.**

No exceptions have been agreed to by DIR and Vendor.

**(Remainder of page intentionally left blank)**

This Contract is executed to be effective as of the date of last signature.

**General Datatech, L.P.**

Authorized By: Signature on File

Name: Wally Perez

Title: Director of Accounting

Date: May 16, 2014

**The State of Texas, acting by and through the Department of Information Resources**

Authorized By: Signature on File

Name: Karen Robinson

Title: Executive Director

Date: June 3, 2014

Office of General Counsel: drb 6/3/14

3.6

Compensatory Time Report  
For Commissioner's Court  
April 12, 2016

Report summarizing last pay period in 1<sup>st</sup> Qtr. 2015-2016

- a. Total Accrued Comp Time Hours YTD 2,872.835
- b. Cash Value of \$56,625.08

Report summarizing last pay period 2<sup>nd</sup> Qtr. 2015-2016

- a. Total Accrued Comp Time Hours YTD 2,792.005
- b. Cash value of \$54,668.61

While we have seen a decrease in comp time balances this past quarter, overall our comp time balance has increased by 558.75 hours since the start of this fiscal year.

Reasons for Comp Time usage have remained consistent throughout the year.

General Findings:

- A. Most departments are keep Comp Time under control. We are generally seeing numbers fluctuate up and down without large balances being accumulated. There are some exceptions to that rule which need to be monitored.
- B. Departments with large balances (any balance of 200 hours): Sheriff, Elections, DA, and R&B#3. This does not necessarily indicate a problem, but we may have an area to watch. It could indicate something like a staffing issue. For example: In the Sheriff's department many hours have been accumulated in Dispatch where they have been short staffed for a period of time. We should begin to see this turn around as all but one position has now been filled.
- C. We currently have 14 employees with a balance of 40 or more Comp Time hours. It will fluctuate some from week to week, but there are some whose balances continue to grow. There are 6 employees with balances over 100 hours and 3 with 90-99 hours. These need to be reviewed and supervisors should be actively working toward reducing these hours so they are in compliance with our Comp Time policy.

Graphs

Graph 1 – Shows the top 8 users of Comp Time by Department by Pay Period.

Graph 2 – Shows the change in comp time balance since the start of the fiscal year for all departments. Numbers are shown on the graph only for departments that have increased their balances since the start of the fiscal year. All others have either remained at 0 comp time hours or decreased their balance since the start of the fiscal year.

Respectfully,  
Theresa Taylor, Human Resources Director

Summary 12-21-2014 through 01-03-15				Summary 12-20-2015 through 01-02-2016			
Dept	# of Emp	Total Hrs	Dept	# of Emp	Total	FYTD Hrs Balance	FYTD \$ Value
10 Sheriff	7	44,875	10 Sheriff	17	245,250	1352,000	\$ 27,821.36
15 Jail	2	3,750	15 Jail	1	3,000	216,745	\$ 3,963.20
20 Maintenance			20 Maintenance			3,000	\$ 40.05
30 Auditor			30 Auditor			6,375	\$ 128.80
35 MIS			35 MIS				
50 County Ext			50 County Ext			0.010	\$ 0.31
60 Development			60 Development				
70 Veterans Ofc			70 Veterans Ofc				
80 County Comm			80 County Comm				
180 Dist Judge 40th			180 Dist Judge 40th			89,250	\$ 2,324.07
190 Dist Judge 378th			190 Dist Judge 378th			22,125	\$ 728.35
200 Dist Judge 443rd			200 Dist Judge 443rd	1	2,000	2,000	\$ 65.84
210 Elections			210 Elections			239,750	\$ 3,947.29
230 Purchasing			230 Purchasing			1,500	\$ 38.33
310 Dist Clerk			310 Dist Clerk				
320 County Clerk			320 County Clerk			7,125	\$ 104.91
340 Hwy Patrol			340 Highway Patrol			0,125	\$ 2.24
360 DA	1	0,375	360 DA	1	3,000	106,875	\$ 2,246.08
370 Tax Collector	5	4,250	370 Tax Collector	2	4,000	15,875	\$ 249.61
375 Engineering			375 Engineering				
380 Co Ct Law #1			380 Co Ct Law #1			0.250	\$ 8.23
385 Co Ct Law #2			385 Co Ct Law #2				
390 County Judge			390 County Judge				
400 Treasurer			400 Treasurer			7,750	\$ 140.49
420 Juvenile Prob			420 Juvenile Prob			23,625	\$ 549.31
421 Juvenile Hold			421 Juvenile Hold			33,750	\$ 497.56
425 Human Resc			425 Human Resc			0.205	\$ 4.12
430 Emerg Mgmt			430 Emerg Mgmt	1	30,000	30,000	\$ 493.91
450 Fire Marshall			450 Fire Marshall	1	28,500	28,500	\$ 951.81
510 JP #1			510 JP #1				
520 JP #2			520 JP #2				
530 JP #3			530 JP #3				
540 JP #4			540 JP #4				
611 Constable #1			611 Constable #1				
612 Constable #2			612 Constable #2			12,000	\$ 274.24
613 Constable #3			613 Constable #3				
614 Constable #4			614 Constable #4				
1900 Law Library			1900 Law Library				
3000 R&B #1			3000 R&B #1	3	30,000	206,625	\$ 3,649.98
4000 R&B #2			4000 R&B #2	2	17,500	74,500	\$ 1,590.47
5000 R&B #3	1	3,000	5000 R&B #3	4	24,000	341,875	\$ 5,922.99
6000 R&B #4			6000 R&B #4	4	39,000	51,000	\$ 881.53
<b>Total</b>	<b>16</b>	<b>56,250</b>	<b>TOTAL</b>	<b>37</b>	<b>426,250</b>	<b>2872,835</b>	<b>\$ 56,625.08</b>

Compensatory Time Analysis 12-20-2015 through 01-02-2016

	Employee	Amount	Reason	Anticipated	Options
10	Sheriff	6	Staff Shortage	No	
10	Sheriff	6	Weather related	No	
10	Sheriff	6	Staff Shortage	No	
10	Sheriff	8	Weather related	No	
10	Sheriff	0.5	Civil Service	Yes	
10	Sheriff	36	Weather related	Yes	
10	Sheriff	12	Weather related	Yes	
10	Sheriff	30	Staff Shortage	Yes	
10	Sheriff	20	SWAT School	Yes	
10	Sheriff	2.5	ACO call #15-17469 & 15-17587	No	
10	Sheriff	12.75	Workload	Yes	
10	Sheriff	24	Staff Shortage / Weather Related	Yes	
10	Sheriff	22	Aggravated Assault case / Weather	No	
10	Sheriff	12	Weather related	No	
10	Sheriff	27.5	Assault / Death Investigation / Weather	No	
10	Sheriff	4	Weather related	No	
10	Sheriff	16	Weather related	No	
15	Jail	3			
200	Dis Judge 443rd	2			
360	DA	3			
370	Tax Collector	0.75	Late Customers / Balance	No	
370	Tax Collector	3.25	Late Customers / Balance	No	
430	Emerg Mgmt	30	Weather Related	No	
450	Fire Marshall	28.5	Weather Related	Yes	
3000	R&B #1	10.75	Weather Related	No	
3000	R&B #1	10.75	Weather Related	No	
3000	R&B #1	8.5	Weather Related	No	
4000	R&B #2	8.5	Weather Related	No	
5000	R&B #3	9	Weather Related	No	
5000	R&B #3	5			
5000	R&B #3	9			
5000	R&B #3	9			
5000	R&B #3	1			
6000	R&B #4	11	Weather Related	Yes	
6000	R&B #4	6	Weather Related	Yes	
6000	R&B #4	11	Weather Related	Yes	
6000	R&B #4	11	Weather Related	Yes	

EE's with Comp Time Balance 40 hours or more

Max 240

Name	Dept	Balance	Liability	Hours to Max Limit	
Nancy Brinker	Sheriff	151.250 \$	3,085.26	88.75	
Nancy Byers	Sheriff	240.125 \$	4,020.94	-0.125	
William McKenna	Sheriff	42 \$	1,149.43	198	
Debra Murray	Sheriff	158.75 \$	2,658.30	81.25	
Jeremy Osteen	Sheriff	43.5 \$	1,181.68	196.5	
Carla Rolland	Sheriff	49.5 \$	1,061.21	190.5	
Jeffrey Shepherd	Sheriff	184.750 \$	3,093.68	55.25	
Jacklyn Webster	Sheriff	64.625 \$	1,318.25	175.375	
Michael Potempa	Jail	42.5 \$	755.85	197.5	
Michele McManus	Dst Judge 40th	50 \$	1,031.97	190	
Eloisa Rios	Elections	239.750 \$	3,947.29	0.25	
Ronney Butler	R&B #1	185.250 \$	3,263.09	54.75	
Rodney Dickerson	R&B #2	40.25 \$	877.46	199.75	
Oscar Enriquez	R&B #3	44.5 \$	667.50	195.5	
Ricky Davis	R&B #3	68 \$	1,395.46	172	
Coy Harris	R&B #3	106.000 \$	1,708.72	134	
Gary Sheridan	R&B #3	48.125 \$	750.82	191.875	
<b>Totals</b>		<b>1758.875 \$</b>	<b>31,966.91</b>		<i>at Risk</i>

Balance over 100 hours

Balance over 90-99,999 hours

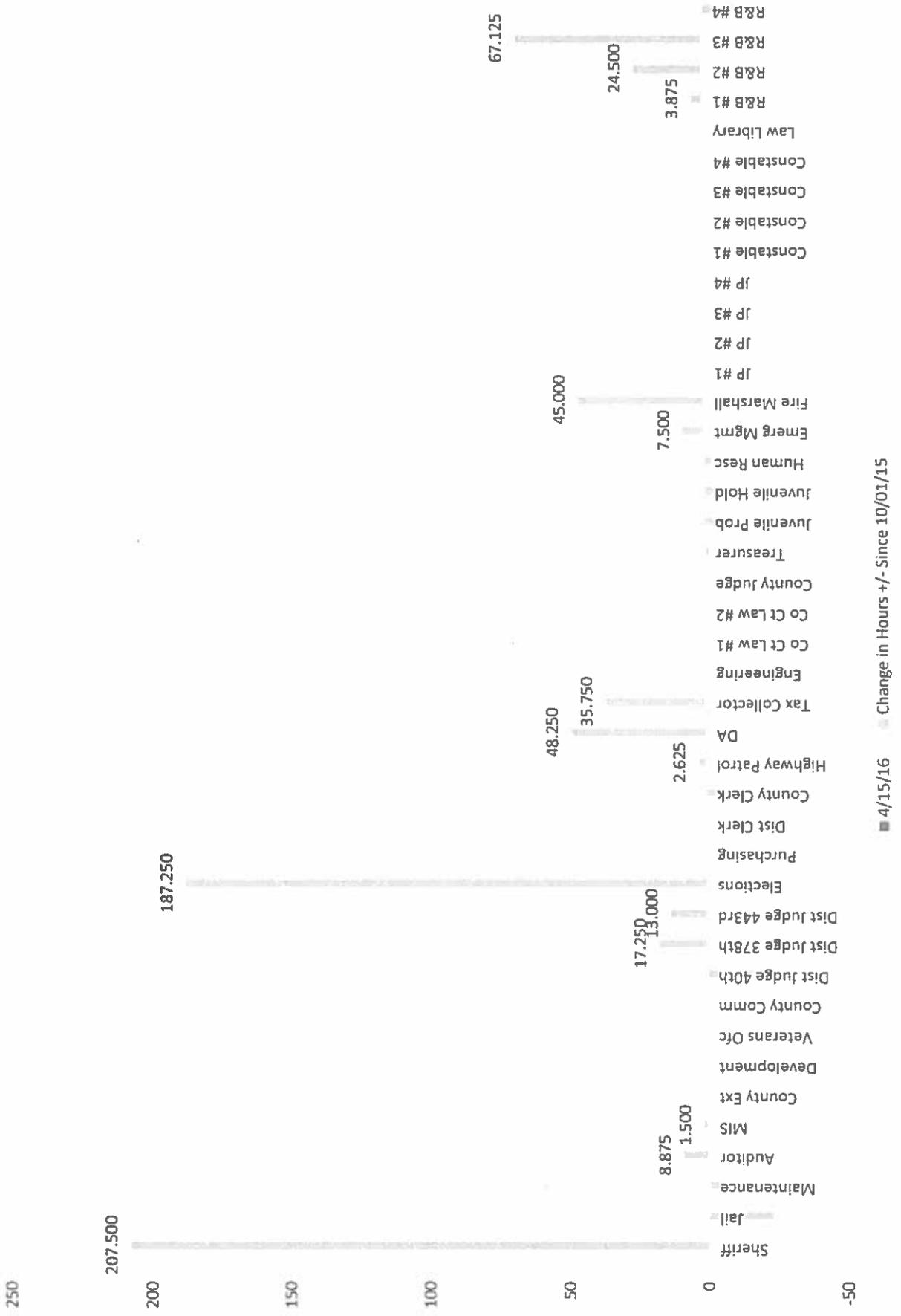
Summary 03-15-2015 through 03-29-2015				Summary 03-13-2016 through 03-26-2016			
Dept	# Off Emp	Total Hrs	Dept	# of Emp	Total	Fiscal YTD Hrs Bal	Fiscal YTD \$ Value
10 Sheriff	7	95,000	10 Sheriff	16	156,250	1,158,625	\$ 23,176.28
15 Jail	7	51,500	15 Jail	19	91,500	179,245	\$ 3,348.54
20 Maintenance			20 Maintenance			3,000	\$ 40.05
30 Auditor			30 Auditor	1	6,500	17,625	\$ 355.16
35 MIS			35 MIS			1,500	\$ 36.50
50 County Ext			50 County Ext			0,000	\$ 0.31
60 Development			60 Development			0,010	\$ 0.00
70 Veterans Ofc			70 Veterans Ofc			0,000	\$ 0.00
80 County Comm			80 County Comm			0,000	\$ 0.00
180 Dist Judge 40th	1	1,500	180 Dist Judge 40th			72,250	\$ 1,887.23
190 Dist Judge 378th			190 Dist Judge 378th	1	1,000	24,250	\$ 798.31
200 Dist Judge 443rd			200 Dist Judge 443rd	1	2,500	13,000	\$ 427.96
210 Elections			210 Elections			337,000	\$ 5,548.44
230 Purchasing			230 Purchasing			1,500	\$ 38.33
310 Dist Clerk			310 Dist Clerk			0,000	\$ 0.00
320 County Clerk			320 County Clerk			0,000	\$ 0.00
340 Hwy Patrol			340 Highway Patrol	1	2,500	17,125	\$ 307.40
360 DA	3	8,750	360 DA	4	28,250	231,375	\$ 4,809.63
370 Tax Collector	4	2,875	370 Tax Collector	10	7,125	47,125	\$ 727.34
375 Engineering			375 Engineering			0,000	\$ 0.00
380 Co Ct Law #1			380 Co Ct Law #1			0,000	\$ 0.00
385 Co Ct Law #2			385 Co Ct Law #2			0,000	\$ 0.00
390 County Judge			390 County Judge			0,000	\$ 0.00
400 Treasurer			400 Treasurer	1	1,500	9,000	\$ 169.82
420 Juvenile Prob			420 Juvenile Prob			0,750	\$ 139.00
421 Juvenile Hold			421 Juvenile Hold			23,125	\$ 340.92
425 Human Resc			425 Human Resc			0,250	\$ 4.12
430 Emerg Mgmt			430 Emerg Mgmt			7,500	\$ 123.48
450 Fire Marshall			450 Fire Marshall	1	6,000	45,000	\$ 1,502.86
510 JP #1			510 JP #1			0,000	\$ 0.00
520 JP #2			520 JP #2			0,000	\$ 0.00
530 JP #3			530 JP #3			0,000	\$ 0.00
540 JP #4			540 JP #4			0,000	\$ 0.00
611 Constable #1			611 Constable #1			0,000	\$ 0.00
612 Constable #2			612 Constable #2			0,000	\$ 0.00
613 Constable #3			613 Constable #3			0,000	\$ 0.00
614 Constable #4			614 Constable #4			0,000	\$ 0.00
1900 Law Library			1900 Law Library			0,000	\$ 0.00
3000 R&B #1	1	3,000	3000 R&B #1			177,375	\$ 3,115.18
4000 R&B #2	14	29,250	4000 R&B #2			61,250	\$ 1,268.43
5000 R&B #3	4	34,500	5000 R&B #3	2	16,750	329,375	\$ 5,856.26
6000 R&B #4			6000 R&B #4			34,750	\$ 647.06
<b>Total</b>	<b>41</b>	<b>226,375</b>	<b>TOTAL</b>	<b>57</b>	<b>319,875</b>	<b>2792,005</b>	<b>54668,610</b>



EE's with Comp Time Balance 40 hours or more	Name	Dept	Balance - Hours	Liability	Hours to Max Limit	Max Hrs before paying OT 240
	Brinker, Nancy	Sheriff	191.25 \$	3,901.19	48.75	
	Murray, Debra	Sheriff	190.75 \$	3,194.15	49.25	
	Pitts, Jennifer	Sheriff	47.25 \$	791.21	192.75	
	Sheppard, Jeffrey	Sheriff	207.75 \$	3,478.82	32.25	
	Songer, Brandy	Sheriff	54.75 \$	1,116.81	185.25	
	Webster, Jacklyn	Sheriff	93,125 \$	1,899.60	146.875	
	Rios, Eloisa	Elections	200 \$	3,292.84	103	
	Wallace, Charlotte	Elections	137 \$	2,255.60	103	
	Harper, Loretta	DA	42.625 \$	1,047.32	197.375	
	Birdwell, Tim	Fire Marshall	45 \$	1,502.66	195	
	Butler, Romney	R&B #1	149.75 \$	2,637.77	90.25	
	Dickerson, Rodney	R&B #2	53.25 \$	1,160.86	186.75	
	Davis, Ricky	R&B #3	97.25 \$	1,995.71	142.75	
	Harris, Coy	R&B #3	85 \$	1,531.40	145	
	Totals		1604.75 \$	29,806.14		<i>at Risk</i>

Balance over 100 hours  
 Balance 90-99,999 hours

# Change in Total Balance +/- Since 10/01/15



Since 10/01/15 (as of 01/03/16)





**INTERLOCAL COOPERATION CONTRACT FOR THE LEASE  
OF VOTING MACHINES BETWEEN ELLIS COUNTY, TEXAS AND  
CITY OF MILFORD**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the County of Ellis, a local government as defined by Article 791.003(4) of the Texas Government Code (herein "County") and City of Milford, a local government as defined by Article 791.003(4) of the Texas Government Code, hereinafter referred to as Lessee.

**RECITALS:**

WHEREAS: Article 123.032(b) of the Texas Election Code provides that a political subdivision may lease equipment from a county in which the political subdivision is wholly or partly situated; and

WHEREAS: Article 123.032(c) of the Texas Election Code provides, with some limitations, that if a political subdivision desires to lease equipment owned by a county in which the political subdivision is wholly or partly situated, the county shall lease the equipment to the political subdivision under the terms agreed to by the parties; and

WHEREAS: County is the owner of certain voting machines identified as AutoMark Model A-100-00; and

WHEREAS: The purpose of Interlocal Agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS: The sharing of voting machines constitutes a "governmental function and service," as defined in Article 791.003(3) (N) of the Texas Government Code, in which the contracting parties are mutually interested; and

WHEREAS: The lease constitutes a contract or agreement described in Article 791.011(c) (2) of the Texas Government Code to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS: Lessee has expressed its desire to contract with County for the rental of the herein above described voting machines and certifies under Article 791.011(d) (3) of the Texas Government Code, that sufficient funds from current revenues are available to pay the obligation set out herein, in an amount, as required by Article 791.011(e), that fairly compensates County; and

WHEREAS: County is willing to contract with Lessee to enter into an agreement for the lease of said machines upon the terms and conditions set out hereinafter.

## AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$324.17** per machine paid in advance. Said payment is for a period of **April 21, 2016** through **May 9, 2016** and is **due by 2:00 p.m. the tenth day before the lease period begins**. Lessee agrees to pay the contract amount, prior to receiving the equipment, and no later than 10 days before the beginning of the lease period.
2. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the full cost of replacement or repair of such equipment. The repair cost shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written notice of loss sent by County to Lessee.
3. County shall supply the Lessee with **ONE (1)** AutoMark Model A-100-00 machines.
4. Lessee is responsible for the following actions or functions:
  - A. Pick-Up of equipment from the Elections Administrator's Office.
  - B. Return of equipment to Elections Administration Office by 4:00 p.m. on the next business day after the election.
  - C. Ordering Optical Scan Ballots for the AutoMark.
  - D. Contacting Election System and Software, Inc., herein ES&S, for coding of AutoMark voting machines.
  - E. Reasonable care to prevent theft of or damage to the AutoMark voting machines.
5. Lessee shall designate individuals at each location to be in charge of operations who will oversee the receipt, care, custody, and control of the machines ("Designated Individuals"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the proper operation and care of the machines for the Designated Individuals.
6. Lessee must designate Individuals for training in the proper operation of the AutoMark machines. ES&S may periodically provide training in the proper use of the AutoMark machines. Designated Individuals should attend such training. The Elections Administrator will also provide training to Lessees and its Designated Individuals. The Lessee shall pay any costs of training Designated Individuals, as well as other personnel it may need to properly and lawfully conduct an election. The Elections Administrator must be satisfied that the Lessee is adequately trained in the operation of the AutoMark machines prior to Lessee or its agent picking up any machines.

7. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all associated items such as inventory and supplies furnished by Ellis County. The Ellis County Elections Administrator will notify Lessee in writing of any damaged, missing, and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

8. Lessor is not responsible for the operation or accuracy of the machines or for the failure of the machines to operate in a proper or accurate manner. Lessee shall not be responsible for the failure of Lessee or its employees, its Designated Individual, or other agents or representatives to operate the machines properly. Lessee agrees to defend, indemnify, and hold harmless Ellis County from and against any election contest and from and against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever or the training or lack of training in the proper use of the machines.

9. Lessee hereby agrees to indemnify and hold harmless County and its officers, officials, and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

10. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

11. Lessee agrees to notify County of any change in the Designated Individuals within 14 calendar days of such change and will be responsible to assure the proper training of such individuals.

12. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

13. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Jana Onyon, Ellis County Elections Administrator  
106 S. Monroe St.  
Waxahachie, Texas 75168

With a copy to: Patrick Wilson, County Attorney  
109 S. Jackson St.  
Waxahachie, Texas 75165



22. This agreement shall become effective after the authorization and approval of the governing body of Lessee acting through its presiding officer or official and upon approval by the Commissioners Court of Ellis County, Texas, as Lessor, acting through its County Judge.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

County of Ellis, State of Texas:

Lessee:

\_\_\_\_\_  
Carol Bush  
Ellis County Judge

By: \_\_\_\_\_  
Signature of Authorized Representative

Attest:

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

\_\_\_\_\_  
Name of Lessee (City, School District, or  
Special District)

\_\_\_\_\_  
Jana Onyon  
Ellis County Elections Administrator

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

3.8

March 30, 2016

The Honorable Scott Felton  
McLennan County Judge  
501 Washington Avenue  
Room 214  
Waco, Texas 76701

RE: Wrongful Exclusion of Handgun License Holder Complaint  
McLennan County Courthouse and Annex  
OAG Complaint No. 30

Dear Judge Felton:

The Office of the Attorney General ("OAG") received a citizen complaint, pursuant to section 411.209 of the Government Code, concerning the wrongful exclusion of handgun license holders from the McLennan County Courthouse and Annex. After investigating the citizen complaint, the OAG has determined there is a violation of section 411.209.

Section 411.209(a) of the Government Code states as follows:

A state agency or a political subdivision of the state may not provide notice by a communication described by Section 30.06, Penal Code, or by any sign expressly referring to that law or to a concealed handgun license, that a license holder carrying a handgun under the authority of this subchapter is prohibited from entering or remaining on a premises or other place owned or leased by the governmental entity unless license holders are prohibited from carrying a handgun on the premises or other places by Section 46.03 or 46.035, Penal Code.

TEX. GOV'T CODE § 411.209(a).

Generally, a political subdivision may post a Penal Code section 30.06 ("30.06") or concealed handgun sign to warn handgun license holders against trespassing on the premises where weapons are prohibited by section 46.03 or 46.035 of the Penal Code.

Section 46.03 of the Penal Code prohibits a person, including a handgun license holder, from bringing weapons on certain premises. Violation of this section constitutes a third degree felony. Specifically, section 46.03(a)(3) allows the exclusion of weapons from "the premises of any government court or offices utilized by the court, unless pursuant to written regulations or written authorization of the court[.]" Further, Attorney General Opinion KP-0047 (2015) stated "[t]he premises of a 'government court or office utilized by the court' means a government courtroom or those offices essential to the operation of the government court."

The Honorable Scott Felton

March 30, 2016

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Additionally, Attorney General Opinion KP-0047 stated “the responsible authority that would notify license holders of their inability to carry on respective premises must make the determination of which government courtrooms and offices are essential to the operation of the government court.” The OAG acknowledges that decisions such as this are for the governmental entity in the first instance, subject to review for abuse of discretion. Tex. Att’y Gen. Op. Nos. KP-0007 at 2 (2015), GA-0843 (2011) at 2, GA-0271 (2009) at 3, GA-0472 (2006) at 3; *see also Comm’rs Ct. of Titus Cnty. v. Agan*, 940 S.W.2d 77, 80 (Tex. 1997) (recognizing district court’s supervisory control over a commissioners court that abuses its discretion).

In this instance the citizen complaint states that, at the entrance of the McLennan County Courthouse and Annex located at 501 Washington Ave., Waco, TX 76701, there are two 30.06 signs warning handgun license holders not to enter the premises with their handguns. The complaint further indicates there is a general “no weapons allowed” sign in this location, as well as two signs prohibiting the open carry of handguns by license holders under section 30.07 of the Penal Code. After investigating this complaint, the OAG notes the McLennan County Courthouse and Annex are multi-story, multipurpose buildings. The McLennan County Courthouse (the “courthouse”) contains, among others, the commissioners court, county district courts, county courts-at-law, the Tenth Court of Appeals, and the county clerk, while the McLennan County Courthouse Annex (the “annex”) houses various offices including the district attorney, district clerk, and a justice of the peace court.

You sent responses to both the complainant and the OAG. In your December 30<sup>th</sup> letter to the complainant you stated that, in accordance with Attorney General Opinion KP-0047, the commissioners court made a determination that the courthouse and annex “are almost entirely devoted to courts and court functions.” This includes the hallways, common areas, restrooms, stairwells, and elevators, which the commissioners court considers to be both integral and essential to the operation of the courts. In your March 2<sup>nd</sup> letter to the OAG, you included a copy of the joint order determining the areas essential to the operations of the courts, as well as photographs showing the current placement of the 30.06 signs, 30.07 signs, and a sign referencing section 46.03 of the Penal Code, warning handgun license holders that weapons are not allowed on the premises of a court or office utilized by the court. Based on your representations and the posted signage, the OAG concludes McLennan County (the “county”) intends to exclude the carrying of weapons from the entire premises of the courthouse and annex, purportedly pursuant to section 46.03(a)(3) of the Penal Code.

Although both the courthouse and annex house government courts, such as district courts and county courts-at-law, not all of the offices located in the courthouse or the annex are offices essential to the operation of the courts. For example, the commissioners court, located in the courthouse, is a non-judicial county administrative office that is not included in the specific premises listed under section 46.03 or 46.035 of the Penal Code. Further, section 46.03(a)(3) of the Penal Code does not address the district attorney’s office, which is located in the annex, as it is not an office essential to the operation of the courts. In short, section 46.03(a)(3) of the Penal Code does not allow a political subdivision to prohibit licensed handgun holders from entering into an entire building simply because the courts or the offices of the courts are located in a portion of that multipurpose building.

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Although the county issued a joint order determining the entire courthouse and annex to be essential to the operations of the courts, a reviewing court would likely conclude the county abused its discretion by implementing a joint order that protects areas of the courthouse and annex that are clearly neither a government court nor offices essential to the operation of a court. *See Agan*, 940 S.W.2d at 80 (commissioners court abuses discretion by acting "illegally, unreasonably, or arbitrarily"). Consequently, the OAG has determined the signs located at the entrances of the courthouse and the annex are in violation of the Government Code and the Penal Code.

The county has fifteen (15) days from the receipt of this written notice to remove the signs and cure this violation. Please send proof that the signs have been removed and the violation has been cured to the OAG by mail, fax or email. If the OAG does not receive proof by the close of business on the fifteenth (15<sup>th</sup>) day, the OAG may proceed to file suit in district court for civil penalties pursuant to section 411.209(g) of the Government Code. The county may be liable for a civil penalty of:

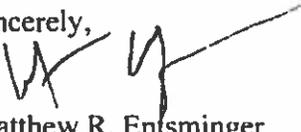
- Not less than \$1,000 and not more than \$1,500 for the first violation; and
- Not less than \$10,000 and not more than \$10,500 for the second or a subsequent violation.

Be advised that each day of a continuing violation constitutes a separate violation according to section 411.209(c) of the Government Code.

If you do not think that the county is in violation of section 411.209 of the Government Code, please submit detailed information explaining why you are not in violation for the OAG for review. Any such information must be received by the OAG not later than the close of business on the fifteenth (15<sup>th</sup>) day from the receipt of this written notice. Once we have received this information, the OAG will review and reconsider whether there is a violation.

If you have any questions, feel free to email me at [matthew.entsminger@texasattorneygeneral.gov](mailto:matthew.entsminger@texasattorneygeneral.gov) or call me at 512-475-4186.

Sincerely,



Matthew R. Entsminger  
Assistant Attorney General  
Administrative Law Division  
P.O. Box 12548, Capitol Station  
Austin, Texas 78711-2548  
Telephone: (512) 475-4186  
Facsimile: (512) 457-4686  
[matthew.entsminger@texasattorneygeneral.gov](mailto:matthew.entsminger@texasattorneygeneral.gov)

cc: Complainants