

F1

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|--------------------|-------------|
| ✓ 001-0020-50705 | ELEVATOR | \$ 1,500.00 |
| 001-0020-50807 | GEN. MISCELLANEOUS | \$ 2,400.00 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|---------------|------------------------------------|
| ✓ 001-0020-50703 | TELEPHONE | \$ 200.00 |
| ✓ 001-0020-50704 | PEST CONTROL | \$ 300.00 |
| ✓ 001-0020-50702 | REPAIRS | \$ 2,400.00 3,400.00 |
| | | |
| | | |
| | | |

ok per Keith
Bk 7/21/16

Keith Roberts 7/29/16
Signature of Department Head Date Signed

MAINTENANCE -
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:

Billie 7/21/16

Needs court approval

F2

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0015-50807-00000-000 | General Misc | 3,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|--------------------|----------|
| 001-0015-50803-00000-000 | Furniture/Fixtures | 3,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

C. Z... 21-Jul-16 15 / Jail
 Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office: Allen 2/22/16

Needs court approval

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-------------------------|--------------------|----------|
| 001-0420-50294-0000-000 | Secure Residential | \$10,000 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-------------------------|-----------------------|----------|
| 001-0420-50296-0000-000 | Sex Offender Services | \$10,000 |
| | | |
| | | |
| | | |
| | | |

Chastain Johnson 7/26/2016 Juvenile Services
 Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office: Allen 7/29/16

Needs court approval

F4

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|-------------------------------|
| 001-0210-50801-00000-000 | Supplies | 6,000.00 54,000.00 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-------------------------------------|--------------------------|--|
| 001-0210-50803-00000-000 | FURN/FIXTURES | 6,000.00 54,000.00 |
| 001-0210-50802 | Equipment | |
| | | |
| | | |
| | | |


Signature of Department Head

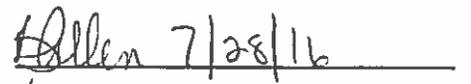
7-25-16
Date Signed

Elections
Department

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

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

Approved by County Auditor's Office:


Needs court approval

F5

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|--------------------------|-------------|
| 001-0210-40719-00000-000 | Chapter 19 State Funding | \$ (200.00) |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|-------------------------|-----------|
| 001-0210-50800-00000-000 | Chapter 19 Expenditures | \$ 200.00 |
| | | |
| | | |
| | | |
| | | |
| | | |


Signature of Department Head

7-25-16
Date Signed

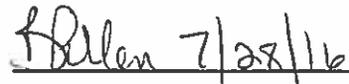
Elections
Department

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:


7/28/16

Needs court approval

FG

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|--------------|
| 005-0708-0590 | FEMA | \$ 20,000.00 |
| 005-0703-40450 | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|-------------|
| 005-0703-50915 | Asphalt | \$20,000.00 |
| | | |
| | | |

[Signature]
Signature of Department Head

8-1-2016
Date Signed

Road & Bridge #3
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

*needed court approval
8/1/16*

Approved by County Auditor's Office:

[Signature]

F7

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|--------------|
| 005-0708-0590 | FEMA | \$ 20,000.00 |
| 005-0703-4095(1) | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|-------------|
| 005-0703-50911 | Gravel | \$20,000.00 |
| | | |
| | | |
| | | |
| | | |

[Signature]
Signature of Department Head

8-1-2016
Date Signed

Road & Bridge #3
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

*needs court approval
8/1/16*

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

Approved by County Auditor's Office:

[Signature]

F8

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|------------|
| 001-0010-40950-00000-000 | FEMA | \$8,569.98 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|----------------------------------|------------|
| 001-0430-50802-00000-000 | Equipment (Emergency Management) | \$7,454.76 |
| 001-0010-50802-00000-000 | Equipment (Sheriff's Office) | \$1,115.22 |
| | | |
| | | |
| | | |
| | | |

Stephanie Parker
STEPHANIE PARKER **7/29/2016** **EMERGENCY MANAGEMENT**
Signature of Department Head *Date Signed* *Department*

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office:

Ballen 7/29/16

Needs court approval

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

F9

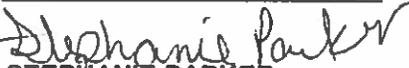
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|--------|
| 001-0430-50819-00000-000 | Computer | \$9.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|--------|
| 001-0430-50809-00000-000 | Auto Repairs | \$9.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

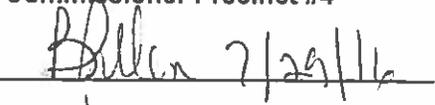
| | | |
|---|-------------|----------------------|
|  | 7/29/2016 | EMERGENCY MANAGEMENT |
| STEPHANIE PARKER | Date Signed | Department |
| Signature of Department Head | | |

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 County Auditor's Office:

 7/29/16

Needs court approval

F10

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

✓

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|-----------------------|----------|
| 001-0450-50689-00000-000 | GSA Software Contract | \$450.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

✓

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0450-50802-00000-000 | Equipment | \$450.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

Tim Birdwell

Tim Birdwell
Signature of Department Head

8/2/2016
Date Signed

Ellis County Fire Marshal
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:

Allen 8/3/16

Needs court approval

F11

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0450-50819-00000-000 | Computer | \$300.00 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0450-50809-00000-000 | Auto Repair | \$300.00 |
| | | |
| | | |
| | | |
| | | |

Tim Birdwell


Signature of Department Head

7/28/2016
Date Signed

Ellis County Fire Marshal
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Approved by County Auditor's Office: 

Needs court approval

F12

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

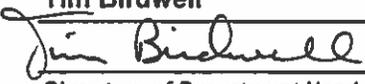
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0450-50819-00000-000 | Computer | \$600.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0450-50801-00000-000 | Supplies | \$600.00 |
| | | |
| | | |
| | | |
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| | | |

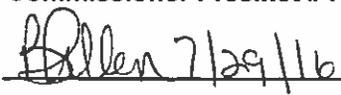
| | | |
|--|-------------|---------------------------|
| Tim Birdwell | 7/28/2016 | Ellis County Fire Marshal |
|  | Date Signed | Department |
| Signature of Department Head | | |

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 County Auditor's Office:

 7/29/16
Needs court approval

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

F13

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 |
|--------------------------|--------------------|----------------------------------|
| 003-0601-50807-00000-000 | RB1 Gen. Misc. | 17,900.00 \$18,900.00 |
| 009-0602-50807-00000-000 | FM1 Gen. Misc. | \$20,000.00 |
| 009-0602-50868-00000-000 | FM1 Contract Labor | \$33,500.00 |
| | | |
| | | |
| | | |

BA per Carol

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------------------------------|
| 003-0601-50911-00000-000 | RB1 Gravel | 17,900.00 \$18,900.00 |
| 009-0602-50911-00000-000 | FM1 Gravel | \$50,000.00 |
| 009-0602-50907-00000-000 | FM1 Tires | \$3,500.00 |
| | | |
| | | |
| | | |

BA per Carol


Signature of Department Head

8-2-16
Date Signed

R13 Pct 1
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:

Allen 8/3/16

Needs court approval

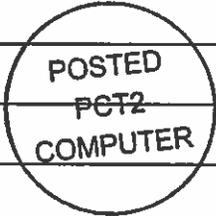
**ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT**

F14

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

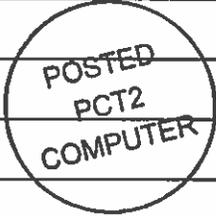
TRANSFER FROM:

| <u>ACCOUNT NO.</u> | <u>ACCOUNT TITLE</u> | <u>AMOUNT</u> |
|--------------------------|-----------------------------|---------------|
| 010-0653-30302-00000-000 | FM2 FUND BALANCE CARRY OVER | \$2,000.00 |
| | | |
| | | |
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TRANSFER TO:

| <u>ACCOUNT NO.</u> | <u>ACCOUNT TITLE</u> | <u>AMOUNT</u> |
|--------------------------|----------------------|---------------|
| 010-0653-50918-00000-000 | FM2 HARDWARE/TOOLS | \$2,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |




Signature of Department Head

8.1.16
Date Signed

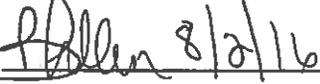
Ellis Co. Commissioner, Pct. 2
Department

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:

 8/2/16

Needs court approval

F15

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-------------------------|-----------------------|----------|
| 001-0450-50689-0000-000 | GSA Software Contract | \$400.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|----------|
| 001-0450-50805-00000-000 | Conference | \$400.00 |
| | | |
| | | |
| | | |
| | | |
| | | |

Tim Birdwell .

Tim Birdwell
Signature of Department Head

8/2/2016

Date Signed

Ellis County Fire Marshal

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:

Allen 8/3/16

Needs court approval



ELLIS COUNTY TAX ASSESSOR COLLECTOR

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



FILE

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

July 29, 2016

Request for Approval of
August 9, 2016 Commissioners' Court

| <u>Refund to be issued to:</u> | <u>Account</u> | <u>Refund Amount</u> |
|--------------------------------|----------------|----------------------|
| Waxahachie Ford, LLC | 244886 | 2,903.39 |

ok

Consent agenda
tax refund

[Type here]

1.1

July 7, 2016

Ellis County Commissioner's Court

RE: Lot 1, Block A, 3.4301 Acres Addition in the J. Higgins Survey, Abstract No 530

To Whom It May Concern:

This letter serves as a request to grant a variance for the sale of the above referenced property to Rick Owens without the installation of a fire hydrant. Buena Vista Bethel SUD does not have a water line at the property to support a fire hydrant. This property is a single family lot not a subdivision.

Sincerely,


George Kent

BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT
312 S OAK BRANCH RD
WAXAHACHIE, TX 75167
972-937-1212 972-937-1242 fax

DATE 1/20/16

Confirmation Requested by: Richard Owens

Property Location: South side of Curtis Ray Road
aproxamently 1600 West of Baucham Road

Number of Services Requested 1 Service

Fire Hydrants: None
3" Water line to supply the service will not support a Fire Hydrant.

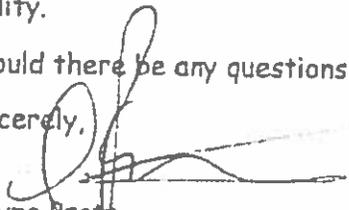
RE: CONFIRMATION OF WATER SERVICE PROVIDED BY
BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT

The listed property is located within the Buena Vista-Bethel Special Utility District certificated area, No.10898, filed with the Texas Water Commission.

The District is a public water system that operates and meets the criteria prescribed by the Texas Commission on Environmental Quality. Addition of water service(s) to the listed property will not infringe this ability.

Should there be any questions concerning this matter, please advise.

Sincerely,

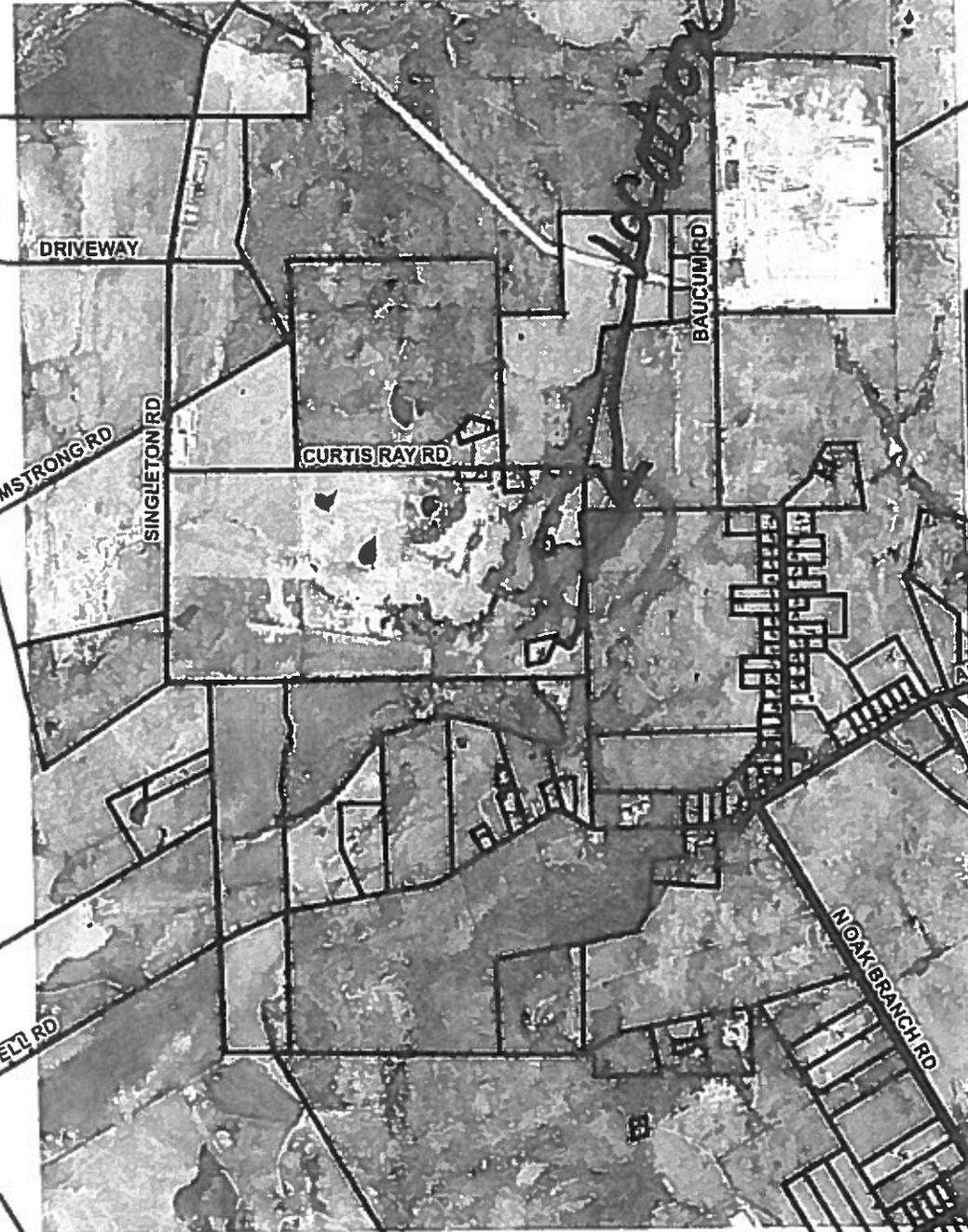

Wayne Pratt
Operations Foreman

Expires:



JORDAN LN

DRIVEWAY



DRIVEWAY

BAUCUM RD

CURTIS RAY RD

N ARMSTRONG RD

SINGLETON RD

MARION RD

DRIVEWAY

MATTHEWS RD

CAMPBELL RD

ANGUS RD

NOAK BRANCH RD

N D RANCH RD

FM 1446

OLD BUENA VISTA RD

HIDALGO RD

LEXIEL LN

OAK BRANCH

OAK BRANCH CT

FM 15

DAVIS & McDILL, Inc. ENGINEERS SURVEYORS

P.O. Box 428, Mesquite, Texas 75168
Phone: 972-957-0507 Fax: 972-957-0507

PRELIMINARY PLAT OAK VISTA ESTATES PHASE 2

Being a 45.986 Acre Addition in
S.B. Orton Survey, Abst. #13
in the Extra Territorial Jurisdiction (ETJ)
of the City of Mesquite,
Dallas County, Texas

1/2" = 100'

1/4" = 200'

1/8" = 400'

1/16" = 800'

1/32" = 1600'

1/64" = 3200'

1/128" = 6400'

1/256" = 12800'

1/512" = 25600'

1/1024" = 51200'

1/2048" = 102400'

1/4096" = 204800'

1/8192" = 409600'

1/16384" = 819200'

1/32768" = 1638400'

1/65536" = 3276800'

1/131072" = 6553600'

1/262144" = 13107200'

1/524288" = 26214400'

1/1048576" = 52428800'

1/2097152" = 104857600'

1/4194304" = 209715200'

1/8388608" = 419430400'

1/16777216" = 838860800'

1/33554432" = 1677721600'

1/67108864" = 3355443200'

1/134217728" = 6710886400'

1/268435456" = 13421772800'

1/536870912" = 26843545600'

1/1073741824" = 53687091200'

1/2147483648" = 107374182400'

1/4294967296" = 214748364800'

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3.4

July 26, 2016

Hon Carol Bush
Ellis County
101 W. Main Street
Waxahachie, TX 75165

Re: 2016 Risk Control Reimbursement Program Applications

Thank you for your submission to the Texas Association of Counties Risk Management Pool's (TAC RMP) 2016 Risk Control Reimbursement Program (RCRP). The RCRP's inaugural year experienced an overwhelming response with over 400 creative and competitive project applications received. Due to the tremendous response, the RCRP received more requests for reimbursement than funds available.

Congratulations, your applications were carefully reviewed and considered by the RCRP Committee and the following was approved for reimbursement.

| <u>Project Number</u> | <u>Project Description</u> | <u>Amount</u> |
|-----------------------|-----------------------------------|---------------|
| 16-700-RM2 | Heavy Equipment Operator Training | \$ 10,000 |
| 16-700-RM1 | Safety equipment | \$ 14,237 |

TAC RMP was unable to approve the following projects. This action is not a reflection on the value of your projects. It only indicates that our funds are limited.

| <u>Project Number</u> | <u>Project Description</u> | <u>Amount</u> |
|-----------------------|-----------------------------|---------------|
| 16-700-RM3 | First aid supplies/training | Not Funded |

Please note, **reimbursement is dependent upon qualified receipt submission.** You must complete the approved purchases and submit your receipts no later than December 1, 2016 in order to be reimbursed for the project costs. A reimbursement form is attached for your convenience. If you have any questions regarding the reimbursement process please contact Lee Bell Hovland at leeb@county.org or 800-456-5974.

Again, we thank you for your time and effort in preparing the RCRP Application. TAC RMP will continue the RCRP for 2017 and look forward to receiving your application. If you should

have any questions regarding the RCRP program, please contact one of your consultants or myself at 1-800-456-5974.

- Risk Control Consultant, Isaac Garcia
- Law Enforcement Consultant, Thomas Kerss
- Human Resources Consultant, Diana Cecil
- Risk Management Consultant, Todd Kisel

We appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

A handwritten signature in black ink, appearing to read "Ernesto Galindo". The signature is fluid and cursive, with the first name "Ernesto" written in a larger, more prominent script than the last name "Galindo".

Ernesto Galindo
Assistant Director for Risk Control

cc. Theresa Taylor



Risk Control Reimbursement Program
REIMBURSEMENT FORM

Member Name: _____

Project Number: _____ Funds Available: _____

Project Number: _____ Funds Available: _____

Project Number: _____ Funds Available: _____

Total Reimbursement Funds Available: _____

Members of the Texas Association of Counties Risk Management Pool enjoy an array of benefits, including coverage tailored to meet the needs of Texas counties, valuable risk control services and excellent customer service.

More information and forms at www.county.org/rcrp.

Instructions

Please use this form to list all approved project items purchased. Attach receipts and return to TAC Risk Control Services no later than Dec. 1, 2016. For additional space, please use the back of this form.

Please mail or scan and email the Reimbursement Form and all documentation to:

TAC Risk Control Services

Attn: Lee Bell-Hoyland

1210 San Antonio

Austin, TX 78701

Email: TACRCS@county.org (Please put **ATTN: RCRP** in subject line.)

| Project Number | Item Description | Manufacturer | Cost Per Item | Quantity | Total Cost |
|----------------|------------------|--------------|---------------|----------|------------|
|----------------|------------------|--------------|---------------|----------|------------|

For additional space, please use the back of this form

| Project Number | Item Description | Manufacturer | Cost Per Item | Quantity | Total Cost |
|----------------|------------------|--------------|---------------|----------|------------|
|----------------|------------------|--------------|---------------|----------|------------|

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: City of Alma

Description of Project to be Undertaken: Reclaim Road

Location of Project to be Undertaken: Section House Rd. 9/10 of road

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2015/16.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____, 2015/16.

Signature: Mal C. [Signature]

Title: Mayor

On Behalf of: City of Alma



PRECINCT 2

Invoice

Date: July 19, 2016
Invoice # 3

To

City of Alma
104 Inter Urban Rd.
Alma, TX 75119
972-935-6777

| Road Name | Local Government Requesting Service | Description | Unit Price | Hours | Line Total |
|-----------|-------------------------------------|-------------|------------|-------|------------|
|-----------|-------------------------------------|-------------|------------|-------|------------|

| | | | | | |
|------------------|--------------|------------------|----------|----------|------------|
| Section House Rd | City Of Alma | Reclaim Road | | | |
| | | Reclaimer | \$150.00 | 16 Hours | \$2,400.00 |
| | | Pct. 2 Road Crew | \$25.00 | 16 Hours | \$400.00 |

Subtotal \$2,800.00
Sales Tax 50.00
Total \$2,800.00

Invoice prepared by: Melanie Wickliffe, Ellis County Office Administrator, Pct. 2



3.6

1400 OAK GROVE RD.
ENNIS, TEXAS 75119

LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

972-825-5333 - OFFICE
972-875-9594 - FAX

July 15, 2016

Re: Barker Rd.

We, the undersigned residents of Ellis County – Precinct 2, hereby petition the Commissioners Court of Ellis County, Texas to abandon a portion of Barker Road. The portion of the road to be abandoned begins at a point 50 feet southwest of the driveway to 272 Barker Road (Marsha Besse residence) and continues in a southwesterly direction to the Ellis/Navarro County Line.

| No. | Printed Name | Address | Signature |
|-----|-------------------|---------------|--------------------|
| 1 | GARY ROGERS | 120 Barker Rd | <i>[Signature]</i> |
| 2 | Mary Ramsey | 290 Barker Rd | <i>[Signature]</i> |
| 3 | Fred Dionne | 262 Barker Rd | <i>[Signature]</i> |
| 4 | Robert Boice | 234 Barker Rd | <i>[Signature]</i> |
| 5 | CASSIE BOICE | 234 Barker Rd | <i>[Signature]</i> |
| 6 | STEVEN DIONNE | 262 Barker Rd | <i>[Signature]</i> |
| 7 | DALE GREGG | 242 Barker Rd | <i>[Signature]</i> |
| 8 | Steve Burson | 212 Barker Rd | <i>[Signature]</i> |
| 9 | Jessica Jivan | 135 Barker Rd | <i>[Signature]</i> |
| 10 | Raymundo Jivan Jr | 135 Barker Rd | <i>[Signature]</i> |
| 11 | Jose L Rodriguez | 125 Barker Rd | <i>[Signature]</i> |
| 12 | Adela Rodriguez | 125 Barker Rd | <i>[Signature]</i> |
| 13 | Ornela Gonzalez | 125 Barker Rd | <i>[Signature]</i> |
| 14 | Jill Nide | 118 Barker Rd | <i>[Signature]</i> |
| 15 | Marsha Besse | 272 Barker Rd | <i>[Signature]</i> |
| 16 | Kimberly Cash | 272 Barker Rd | <i>[Signature]</i> |
| 17 | Phillip D Cash | 272 Barker Rd | <i>[Signature]</i> |
| 18 | | | |

3.8



ELLIS COUNTY ELECTIONS

Jana Onyon
Elections Administrator

August 9, 2016

TO: Commissioners Court
FROM: Jana Onyon, Elections Administrator
SUBJECT: Order of General Election on November 8, 2016

ISSUE 1

The Elections Department requests the approval from the Commissioners Court for an order calling the General Election on November 8, 2016. As stipulated in the Texas Election Code Section 3.004(a)(1) which states "The following authority shall order an election: the county judge, for the general election for officers of the county government" and Sec. 3.005(c) which states "For an election to be held on a uniform election date, the election shall be ordered not later than the 78th day [August 22, 2016] before election day". Authorization requested to be given to the County Judge to sign the Order of General Election on August 9, 2016.

In accordance with Chapter 271 of the Texas Election Code, the following entities have expressed possible interest in contracting with Ellis County Elections Officer to conduct their election on uniform Election Day, November 8, 2016: *Avalon ISD, Buena Vista Bethel Special Utility District 1, City of Ennis, City of Glenn Heights and Midlothian ISD.*

Additional early voting temporary branch polling places may be added by any of the above listed entities for the November 8, 2016 General Election in accordance with Texas Election Code Section 85.062(f) "In a countywide election, the total number of permanent branch polling places and temporary branch polling places open for voting at the same time in a commissioners precinct may not exceed twice the number of permanent branch and temporary branch polling places open at that time in another commissioners precinct".

Any entity holding an election will use the regular county election precinct polling places in accordance with Texas Election Code Section 43.004(b) "If a political subdivision holds an election on a uniform election date and is required to use the regular county election precincts, the political subdivision shall designate as the polling places for the election the regular county polling places in the county election precincts that contain territory from the political subdivision".

It is recommended that Commissioners Court approve and authorize the County Judge to sign the Order of General Election.



ORDER OF GENERAL ELECTION
ORDEN DE ELECCIÓN GENERAL

An election is hereby ordered to be held on November 8, 2016, in Ellis County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

Por la presente se ordena que se lleve a cabo una elección el día 8 Noviembre de 2016, en el Condado de Ellis, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.

List Offices *Lista de los puestos oficiales*

County Attorney *Fiscal del Condado*

Sheriff *Sherife*

County Tax Assessor-Collector *Asesor-Colector de Impuestos del Condado*

County Commissioner, Precinct No. 1 *Comisionado del Condado, Precinto Núm. 1*

County Commissioner, Precinct No. 3 *Comisionado del Condado, Precinto Núm. 3*

Constable, Precinct No. 1 *Agente de Policía, Precinto Núm. 1*

Constable, Precinct No. 2 *Agente de Policía, Precinto Núm. 2*

Constable, Precinct No. 3 *Agente de Policía, Precinto Núm. 3*

Constable, Precinct No. 4 *Agente de Policía, Precinto Núm. 4*

Early voting by personal appearance will be conducted at:

La votación anticipada en persona tendrá lugar en:

Main Location: Lugar principal:

Elections Office, 204 E. Jefferson Street, Waxahachie, Texas 75165

| | | |
|--|------------------|------------------------------|
| October 24, 2016 (Monday through Friday) | October 28, 2016 | 8:00 A.M. - 6:00 P.M. |
| October 29, 2016 (Saturday) | | 7:00 A.M. - 7:00 P.M. |
| October 30, 2016 (Sunday) | | 1:00 P.M. - 6:00 P.M. |
| October 31, 2016 (Monday through Friday) | November 4, 2016 | 7:00 A.M. - 7:00 P.M. |
| <i>24 de Octubre, 2016 (Lunes hasta Viernes) al 28 de Octubre, 2016</i> | | <i>8:00 A.M. - 6:00 P.M.</i> |
| <i>29 de Octubre, 2016 (Sábado)</i> | | <i>7:00 A.M. - 7:00 P.M.</i> |
| <i>30 de Octubre, 2016 (Domingo)</i> | | <i>1:00 P.M. - 6:00 P.M.</i> |
| <i>31 de Octubre, 2016 (Lunes hasta Viernes) al 4 de Noviembre, 2016</i> | | <i>7:00 A.M. - 7:00 P.M.</i> |

Temporary Locations: Ubicaciones Temporales:

Midlothian Conference Center, 1 Community Circle Drive, Midlothian, Texas 76065

Fundamental Baptist Church, 203 W. Jefferson Street, Palmer, Texas 75152

Ellis County Sub-Courthouse, 207 S. Sonoma Trail, Ennis, Texas 75119

Red Oak Municipal Center, 200 Lakeview Parkway, Red Oak, Texas 75154

| | | |
|---|------------------|-----------------------|
| October 24, 2016 (Monday through Friday) | October 28, 2016 | 8:00 A.M. - 5:00 P.M. |
| October 29, 2016 (Saturday) | | 8:00 A.M. - 3:00 P.M. |
| October 30, 2016 (Sunday) | | 1:00 P.M. - 5:00 P.M. |
| October 31, 2016 (Monday through Wednesday) | November 2, 2016 | 8:00 A.M. - 6:00 P.M. |
| November 3, 2016 (Thursday and Friday) | November 4, 2016 | 7:00 A.M. - 7:00 P.M. |



| | |
|---|-----------------------|
| 24 de Octubre, 2016 (Lunes hasta Viernes) al 28 de Octubre, 2016 | 8:00 A.M. – 5:00 P.M. |
| 29 de Octubre, 2016 (Sábado) | 8:00 A.M. – 3:00 P.M. |
| 30 de Octubre, 2016 (Domingo) | 1:00 P.M. – 5:00 P.M. |
| 31 de Octubre, 2016 (Lunes hasta Miércoles) al 2 de Noviembre, 2016 | 8:00 A.M. – 6:00 P.M. |
| 3 de Noviembre, 2016 (Jueves y Viernes) al 4 de Noviembre, 2016 | 7:00 A.M. – 7:00 P.M. |

All eligible registered voters in Ellis County, Texas, may vote at any of the listed Early Voting Locations for the November 8, 2016 General Election.

Todos los votantes elegibles registrados del Condado de Ellis, Texas, pueden votar en cualquiera de los locales de votación anticipada, como se indica, para la Elección General del 8 de Noviembre de 2016.

Applications (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Jana Onyon, Early Voting Clerk

204 E. Jefferson Street

Waxahachie, Texas 75165

or faxed to 972-923-5194 (faxed and then mailed within 4 days)

or email a scanned copy of signed application to elections@co.ellis.tx.us

Applications for ballots by mail must be received no later than the close of business on Friday, October 28, 2016.

*Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a: Jana Onyon, Secretaria de la Votación Adelantada
204 E. Jefferson Street*

Waxahachie, Texas 75165

O por fax al 972-923-5194 (después mandar por correo entre 4 días)

O por email una copia e su application firmada a elections@co.ellis.tx.us

Las solicitudes para boletas de votar adelantado por correo deberán recibirse no más tardar de las horas de negocio el Viernes 28 de Octubre de 2016.

Issued this the _____ day of _____, 20_____.

Emitada este día _____ de _____, 20_____.

Signature of County Judge

Firma del Juez del Condado

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

Ellis County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Ellis County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Ellis County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Ellis County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Ellis County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Sheriff Johnny D. Brown
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature

Date (MM/DD/YYYY)

Judge Carol Bush
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

3.11

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

ACCEPTANCE OF THE REPLACEMENT PERFORMANCE BOND
RVG INVESTMENTS, LLC
BOB WHITE ESTATES

On February 23, 2016, the Commissioner’s Court of Ellis County, Texas, convened in a regular session of said court, 101 West Main Street (2nd Floor), Waxahachie, Texas, with the following members present, to wit:

County Judge:

Judge Carol Bush

Commissioners:

Dennis Robinson, Commissioner, Pct. 1

Lane Grayson, Commissioner, Pct. 2

Paul Perry, Commissioner, Pct. 3

Kyle Butler, Commissioner, Pct. 4

And among other proceedings, the following order was passed as follows:

“MINUTE ORDER NO 141.16 APPROVING FINAL PLAT – BOB WHITE ESTATES PHASE 1, 5 LOTS, LOCATED OFF BLACK CHAMP AND LITTLE BRANCH ROAD, MIDLOTHIAN; REQUESTED BY ROBERT GLASS, ROAD AND BRIDGE PCT. 4

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY”

WHEREAS, Subsequent to the February 23, 2016 acceptance of the final plat of Bob White Estates by the Ellis County Commissioners Court, Robert Glass delivered to the Ellis County Department of Development Performance Bond No. 462793P, dated March 28, 2016 in the amount of \$959,884.00 executed by RVG Investments, LLC., as Principal, and Developers Surety Investment Company, as Surety. Performance Bond No. 462793P guarantees that the roads, streets and drainage requirements for the subdivision know as Bob White Estates shall be constructed by RVG Investments, LLC in accordance with the specifications and standards adopted by the Ellis County Commissioners Court within two (2) years of the date of the bond.

WHEREAS, Robert Glass and RVG Investments, LLC purchased Performance Bond No. 305928, dated July 12, 2016 in the amount of \$959,884.00, executed by RVG Investments, LLC., as Principal, and NGM Insurance Company, as Surety. Robert Glass and RVG Investments, LLC desires to substitute Performance Bond No. 305928 for Performance Bond No. 462793P and requests the Commissioners Court to release Performance Bond No. 462793P. Performance Bond No. 305928 guarantees that the roads, streets and drainage requirements for the subdivision know as Bob White Estates shall be constructed by RVG Investments, LLC in

Attest:

Cindy Polley, County Clerk

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, RVG Investments, LLC, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Carol Bush, Ellis County Judge, or her successors in office, (hereinafter called the Oblige), in the amount of Nine hundred fifty nine thousand eight hundred eighty four & no/100 Dollars (\$ 959,884) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Bob White Estates per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th_ day of July, 2016_.

PRINCIPAL: RVG Investments, LLC

BY: Robert V. No. 11

SURETY: NGM Insurance Company

BY: Shrek Allen
Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Bret Tomlinson, Sheri R Allen, David Oxford, Steven Lott, _____
Sherrel Breazeale, Peggy Hogan_____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.



Teasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FP915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 12th day of July, 2016.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646
TO SUBMIT A CLAIM. Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim.



Bond #309528

Paul Day Excavation
(214) 325-3860
Pday58@yahoo.com

Bid Proposal

To: Eooby Glass

Location: Bob White Estate

| | |
|---|------------------|
| Approximately 6,525 LF of road bed preparation 6" Concrete Paving | \$635,000 |
| Street Sign Installation | <u>\$ 10,000</u> |
| Total | \$645,000 |

Robert Vernon Neil

Bond #309528

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for Bob White Estates - Water System Improvements for the following and prices of lump sum

BID SCHEDULE

Note: Bids shall include sales tax and all other applicable taxes and fees.

| ITEM NO. | DESCRIPTION, QUANTITY, AND PRICE IN WORDS | UNIT PRICE | TOTAL PRICE |
|----------|--|-------------------------|--------------------------|
| 1 | Furnish equipment, labor, materials, supervision and install complete, as shown on the plans, 3,038 L.F. of 12" dia. PVC0 SDR 21 Water Main including pipe and fittings for _____ Twenty-eight _____ dollars and _____ seventy five _____ cents per L.F. | \$ _____ 25.75 _____ | \$ _____ 57,344.50 _____ |
| 2 | Furnish equipment, labor, materials, supervision and install complete, as shown on the plans, 3,554 L.F. of 8" dia. PVC0 SDR 21 Water Main including pipe and fittings for _____ Nineteen _____ dollars and _____ seventy five _____ cents per L.F. | \$ _____ 19.75 _____ | \$ _____ 39,997.50 _____ |
| 3 | Furnish equipment, labor, materials, supervision and install complete, as shown on the plans, 40 L.F. of 2" dia. CL 200 HDPE Water Line including pipe and fittings for _____ Fifteen _____ dollars and _____ no _____ cents per L.F. | \$ _____ 15.00 _____ | \$ _____ 600.00 _____ |
| 4 | Furnish equipment, labor, materials, supervision and install complete, as shown on the plans, 1,380 L.F. of 1.5" dia. CL 200 HDPE Water Service Line including pipe and fittings for _____ Five _____ dollars and _____ no _____ cents per L.F. | \$ _____ 5.00 _____ | \$ _____ 6,900.00 _____ |
| 5 | Furnish equipment, labor, materials, supervision and install complete, as shown on the plans, six (6) each 12" Gate Valves with two for _____ One _____ thousand nine hundred fifty _____ dollars and _____ no _____ cents each | \$ _____ 1,950.00 _____ | \$ _____ 11,700.00 _____ |

Bond #309528

- 7. Furnish equipment, labor, materials, supervision, and install complete as shown on the plans, one (1) each Cut-In 12" Gate Valve for Three hundred five hundred dollars and no cents each

\$ 305.00 \$ 250.00
- 8. Furnish equipment, labor, materials, supervision, and install complete as shown on the plans five (5) each 2" Gate Valve for One hundred one hundred dollars and no cents each

\$ 101.00 \$ 101.00
- 9. Furnish equipment, labor, materials, supervision, and install complete as shown on the plans one (1) each 2" Gate Valve for One hundred dollars and no cents each

\$ 100.00 \$ 100.00
- 10. Furnish equipment, labor, materials, supervision, and install complete as shown on the plans twelve (12) each Fire Hydrant Assemblies for Three hundred and one hundred fifty dollars and no cents each

\$ 315.00 \$ 275.00
- 11. Furnish equipment, labor, materials, supervision, and install complete as shown on the plans one (1) each Cut-In Fire Hydrant Assemblies for Four hundred and seven hundred fifty dollars and no cents each

\$ 475.00 \$ 250.00
- 12. Furnish equipment, labor, material, supervision, and install complete as shown on the plans 40 L.F. of 18" Fire Encasement by Borg for one hundred forty dollars and no cents per l.F.

\$ 140.00 \$ 140.00

Bond #309528

12. Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 130 L.F. of 18" Steel Encasement by Open Cut for
 _____ dollars
 and _____ cents per L.F.

\$ _____
 \$ _____

13. Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 80 L.F. of 14" Steel Encasement by Boxed for
 _____ dollars
 and _____ cents per L.F.

\$ _____
 \$ _____

14. Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 40 L.F. of 14" Steel Encasement by Open Cut for
 _____ dollar
 no _____ cents per L.F.

\$ _____
 \$ _____

15. Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 120 L.F. of 2" PVC Sleeve by Face for
 _____ dollars
 and _____ cents per L.F.

\$ _____
 \$ _____

16. Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 600 L.F. of 2" PVC Sleeve by Open Cut for
 _____ Five _____ dollars
 and _____ cents per L.F.

\$ _____
 \$ _____

17. Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans thirty eight (38) each Shortlink Single Square Connections with boxes for
 _____ Three hundred and _____ dollars
 and _____ cents each

\$ _____
 \$ _____

Bond #309528

18) Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans eighteen (18) each alongside Dual Service Connections valves for One thousand one hundred dollars and no cents each

\$ 1,100.00 \$ 11,000.00

19) Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans three (3) each Connect to Existing 12" Water Line for One thousand eight hundred fifty dollars and no cents each

\$ 1,850.00 \$ 5,550.00

20) Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans one (1) each Connect to Existing 2" Water Line for One thousand eight hundred fifty dollars and no cents each

\$ 1,850.00 \$ 1,850.00

21) Furnish equipment, labor, materials, supervision and perform complete, as shown on the plans Hydrostatic and D.T. Testing for One thousand five hundred dollars and no cents per unit (1)

\$ 1,500.00 \$ 1,500.00

TOTAL BASE BID

\$ 311,540.00

Respectfully submitted

By Craig H. Contractors, L.P.
Contractor

By *[Signature]*
Brad Owens

Title Vice President

Address P.O. Box 129

Mudlohr, Texas 76065

Phone 817-723-0502

0

470681
B. Corporation

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, RVG Investments, LLC, (hereinafter called the Principal), as Principal, and, Developers Surety and Investment Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Texas, are held and firmly bound unto, Judge Carol Bush, Ellis County Judge, or her successors in office, (hereinafter called the Obligee), in the amount of Nine hundred fifty nine thousand eight hundred eighty four & no/100 Dollars (\$ 959,884) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Bob White Estates per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th_ day of March, 2016_.

PRINCIPAL: RVG Investments, LLC

BY: Robert Vernon Va...

SURETY: Developers Surety and Indemnity Company

BY: [Signature]
Attorney-in-Fact

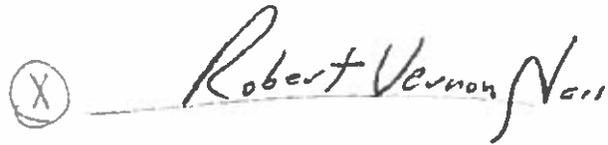
Paul Day Excavation
(214) 325-3860
Pday658@yahoo.com

Bid Proposal

To: Bobby Glass

Location: Bob White Estate

| | |
|---|------------------|
| Approximately 6,525 LF of road bed preparation-6" Concrete Paving | \$635,000 |
| Street Sign Installation | <u>\$ 10,000</u> |
| Total | \$645,000 |

 Robert Vernon Neal

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for Bob White Estates – Water System Improvements, for the following unit prices or lump sum.

BID SCHEDULE

Note: Bids shall include sales tax and all other applicable taxes and fees.

| ITEM NO. | DESCRIPTION, QUANTITY, AND PRICE IN WORDS | UNIT PRICE | TOTAL PRICE |
|----------|--|--------------------|----------------------|
| 1. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, 3,038 L.F. of 12" dia. PVC SDR 21 Water Main including pipe and fittings for <u>Twenty-eight</u> dollars and <u>seventy five</u> cents per L.F. | \$ <u>28.75</u> | \$ <u>87,342.500</u> |
| 2. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, 3,954 L.F. of 8" dia. PVC SDR 21 Water Main including pipe and fittings for <u>Nineteen</u> dollars and <u>seventy five</u> cents per L.F. | \$ <u>19.75</u> | \$ <u>78,091.50</u> |
| 3. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, 40 L.F. of 2" dia. CL 200 HDPE Water Line including pipe and fittings for <u>Fifteen</u> dollars and <u>no</u> cents per L.F. | \$ <u>15.00</u> | \$ <u>600.00</u> |
| 4. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, 1,380 L.F. of 1.5" dia. CL 200 HDPE Water Service Line including pipe and fittings for <u>Five</u> dollars and <u>no</u> cents per L.F. | \$ <u>5.00</u> | \$ <u>6,900.00</u> |
| 5. | Furnish equipment, labor, materials, supervision, and install complete as shown on the plans, six (6) each 12" Gate Valves w/boxes for <u>One thousand nine hundred fifty</u> dollars and <u>no</u> cents each. | \$ <u>1,950.00</u> | \$ <u>11,700.00</u> |

- | | | | |
|-----|---|--------------------|---------------------|
| 6. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, one (1) each Cut-In 12" Gate Valve w/box for <u>Two thousand five hundred</u> dollars and <u>no</u> cents each. | \$ <u>2,500.00</u> | \$ <u>2,500.00</u> |
| 7. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans five (5) each 8" Gate Valves w/boxes for <u>One</u> <u>thousand one hundred</u> dollars and <u>no</u> cents each. | \$ <u>1,150.00</u> | \$ <u>5,750.00</u> |
| 8. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans one (1) each 2" Gate Valve w/box for <u>eight hundred</u> dollars and <u>no</u> cents each. | \$ <u>800.00</u> | \$ <u>800.00</u> |
| 9. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans twelve (12) each Fire Hydrant Assemblies for <u>Three</u> <u>thousand nine hundred fifty</u> dollars and <u>no</u> cents each. | \$ <u>3,950.00</u> | \$ <u>47,400.00</u> |
| 10. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans one (1) each Cut-In Fire Hydrant Assemblies for <u>Four</u> <u>thousand seven hundred fifty</u> dollars and <u>no</u> cents each. | \$ <u>4,750.00</u> | \$ <u>4,750.00</u> |
| 11. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 40 L.F. of 18" Steel Encasement by Bore for <u>One hundred forty</u> dollars and <u>no</u> cents per L.F. | \$ <u>140.00</u> | \$ <u>5,600.00</u> |

Bond#462793P
EXHIBIT A page 4 of 5

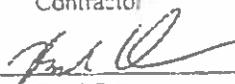
| | | | |
|-----|--|-------------------------|----------------------------|
| 12. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 130 L.F. of 18" Steel Encasement by Open Cut for <u> Fifty </u> dollars and <u> no </u> cents per L.F. | \$ <u> 50.00 </u> | \$ <u> 6,500.00 </u> |
| 11. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 80 L.F. of 14" Steel Encasement by Bore for <u> One hundred ten </u> dollars and <u> no </u> cents per L.F. | \$ <u> 110.00 </u> | \$ <u> 8,830.00 </u> |
| 14. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 40 L.F. of 14" Steel Encasement by Open Cut for <u> Forty </u> dollars and <u> no </u> cents per L.F. | \$ <u> 40.00 </u> | \$ <u> 1,600.00 </u> |
| 15. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 120 L.F. of 2" PVC Sleeve by Bore for <u> Twenty </u> dollars and <u> no </u> cents per L.F. | \$ <u> 20.00 </u> | \$ <u> 2,400.00 </u> |
| 16. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans 600 L.F. of 2" PVC Sleeve by Open Cut for <u> Five </u> dollars and <u> no </u> cents per L.F. | \$ <u> 5.00 </u> | \$ <u> 3,000.00 </u> |
| 17. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans thirty-eight (38) each Shortside Single Service Connections w/boxes for <u> Three hundred fifty </u> dollars and <u> no </u> cents each. | \$ <u> 350.00 </u> | \$ <u> 13,300.00 </u> |

| | | | |
|----------------|--|--------------------|----------------------|
| 18. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans eighteen (18) each Longside Dual Service Connections w/boxes for <u>One thousand one hundred</u> dollars and <u>no</u> cents each. | \$ <u>1,100.00</u> | \$ <u>19,800.00</u> |
| 19. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans three (3) each Connect to Existing 12" Water Line for <u>One thousand eight hundred fifty</u> dollars and <u>no</u> cents each. | \$ <u>1,550.00</u> | \$ <u>5,550.00</u> |
| 20. | Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans one (1) each Connect to Existing 2" Water Line for <u>One thousand eight hundred fifty</u> dollars and <u>no</u> cents each. | \$ <u>1,000.00</u> | \$ <u>1,000.00</u> |
| 21. | Furnish equipment, labor, materials, supervisor, and perform complete, as shown on the plans Hydrostatic and B.T. Testing for <u>One thousand five hundred</u> dollars and <u>no</u> cents per lump sum. | \$ <u>1,500.00</u> | \$ <u>1,500.00</u> |
| TOTAL BASE BID | | | \$ <u>314,884.00</u> |

Respectfully submitted

Circle H Contractors, L.P.

Contractor

By 
Brad Owens

Title: Vice President

Address P.O. Box 220

Midlothian, Texas 76065

Phone: 972-723-0802

Date: _____

ATTEST:
(If Corporation)

SEAL

3.12

WEST ORDER FORM – Library Savings Plan Print Products and ProView eBooks
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



THOMSON REUTERS™

| | | | | |
|---|--|-------------------------------------|-----------------------|------------------|
| Check West account status below as applicable: | | Rep Name & Number <u>0154000</u> | | ****REQUIRED**** |
| New <input type="checkbox"/> (NACI Form attached) | Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached) | | | |
| Existing with no changes <input checked="" type="checkbox"/> | Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form) | | | |
| Acct # <u>1000808945</u> | Quote # _____ | PO # _____ | Date <u>7/25/2016</u> | |
| Name/Subscriber <u>Ellis County Law Library</u> | | Bill To Acct # <u>1000808945</u> | | |
| Order Confirmation Contact Name <u>Carla Knepper</u> | | | | |
| E-Mail <u>carla.knepper@co.ellis.tx.us</u> | | | | |
| Westlaw Password Contact Name (for password delivery) <u>Carla Knepper</u> | | | | |
| E-Mail _____ | | <u>carla.knepper@co.ellis.tx.us</u> | | |
| Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/> Name _____ Attn: _____ Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____ | | | | |

Library Savings Plan

Program ID: **LSP**

| Full Svc # | Print/ProView eBook Products | List Charges | Other | Monthly Charges |
|------------|--|--------------|-------|-----------------|
| 40777360 | See Attachment to West Order Form-Library Savings Plan print product detail, which is incorporated by reference. | | | 2,356.05 |

Notes:

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. The license for eBooks that are updated includes updates to the most current version of each edition of the eBooks which are available during your subscription terms. If you terminate any Library Savings Plan products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have up to 60 days to choose a replacement title of equal or lesser value.

Initial below to select the Minimum Term.

N/A 24 month Minimum Term. Monthly Charges for the second 12 months will be 6% over the first 12 months.

N/A 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

N/A Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

| | | |
|--------------------------------------|--|----------------------------------|
| Library Savings Plan Renewals | | |
| Sub Matl # | Print Products | Current Monthly Charges * |
| 40777471 | See Attachment to West Order Form - Library Savings Plan for Print Product Detail, which is incorporated by reference. | |
| Notes: | | |

*The Renewal Term Monthly Charges will be based on the Monthly Charge in effect when this Renewal Term starts.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. The license for eBooks that are updated includes updates to the most current version of each edition of the eBooks which are available during your subscription terms. If you terminate any of your Library Savings Plan products during any Renewal Term, the Monthly Charges will not be adjusted.

Initial below to select Renewal Term.

N/A 24 month Renewal Term. Monthly Charges for the first 12 months will be 6% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

N/A 36 month Renewal Term. Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

N/A Initials for Automatic Renewal Term. I request West to continue subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

| ProView eBook Users | | | |
|---------------------|------------------|--------------------------|--------------------------|
| Last Name | First Name, M.I. | ProView eBook Product(s) | *Optional E-Mail Address |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

| | |
|----------------------|--|
| Miscellaneous | |
|----------------------|--|

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

4. **Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

6. **General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

7. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf> if they apply to your order. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM Products / DVD libraries
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____
Title _____
Date _____
Signature X



For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

The Honorable County Judge

Re: Imposition of Optional Fees for Calendar Year 2017

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV each year by September 1 with new fees taking effect each year January 1. This letter and attachments will provide information on how to submit the calendar year 2017 notification to the TxDMV. The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed \$10;
- fees collected must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- may not exceed \$1.50;
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only:

- may not exceed \$10 or \$20 for those meeting population requirements under Section (b) and (b-1);
- revenue must be used for long-term transportation projects.

Please complete the attached form, *Imposition of Optional Fees*, and return it to the TxDMV. If your county will keep the same optional fees for calendar year 2017, complete OPTION A. If your county will change fees, complete OPTION B, and return the form with a copy of the court order.

Deadline: Please return the form on or before Tuesday, August 23, 2016, by email to DMV_OptionalCountyFeeUpdates@TxDMV.gov or fax to (512) 465-4116.

If you have any questions, please contact Anita Orr, Registration Services, at (512) 465-1346. Thank you for your timely response.

Sincerely,

Jeremiah Kuntz, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

JK:TT:AO

Attachments

cc: County tax assessor-collectors

Current Optional Fees by County (CY 2016)

| County | Road & Bridge | Child Safety | Trans Project | County | Road & Bridge | Child Safety | Trans Project | County | Road & Bridge | Child Safety | Trans Project | County | Road & Bridge | Child Safety | Trans Project |
|---------------|---------------|--------------|---------------|------------|---------------|--------------|---------------|-------------|---------------|--------------|---------------|---------------|---------------|--------------|---------------|
| ANDERSON | \$10.00 | | | DIMITT | \$10.00 | \$1.50 | | KARNES | \$10.00 | | | REAGAN | \$10.00 | | |
| ANDREWS | \$7.00 | | | DONLEY | \$10.00 | | | KAUFMAN | \$10.00 | \$1.50 | | REAL | \$10.00 | | |
| ANGELINA | \$10.00 | | | DUVAL | \$10.00 | | | KENDALL | \$10.00 | \$1.00 | | RED RIVER | \$10.00 | | |
| ARANSAS | \$10.00 | | | EASTLAND | \$10.00 | | | KENEDY | \$0.00 | | | REEVES | \$10.00 | | |
| ARCHER | \$10.00 | | | ECTOR | \$10.00 | | | KENT | \$0.00 | | | REFUGIO | \$10.00 | | |
| ARMSTRONG | \$10.00 | | | EDWARDS | \$10.00 | \$1.00 | | KERR | \$10.00 | | | ROBERTS | \$5.00 | | |
| ATASCOSA | \$10.00 | | | ELLIS | \$10.00 | | | KIMBLE | \$10.00 | | | ROBERTSON | \$10.00 | \$1.50 | |
| AUSTIN | \$10.00 | | | EL PASO | \$10.00 | | \$10.00 | KING | \$0.00 | | | ROCKWALL | \$10.00 | | |
| BAILEY | \$10.00 | | | ERATH | \$10.00 | | | KINNEY | \$10.00 | | | RUNNELS | \$10.00 | | |
| BANDERA | \$10.00 | | | FALLS | \$10.00 | \$1.00 | | KLEBERG | \$10.00 | | | RUSK | \$10.00 | \$1.00 | |
| BASTROP | \$10.00 | | | FANNIN | \$10.00 | | | KNOX | \$10.00 | | | SABINE | \$10.00 | \$1.00 | |
| BAYLOR | \$10.00 | | | FAYETTE | \$10.00 | | | LAMAR | \$10.00 | | | SAN AUGUSTINE | \$10.00 | \$1.50 | |
| BEE | \$10.00 | | | FISHER | \$10.00 | | | LAMB | \$10.00 | | | SAN JACINTO | \$10.00 | \$1.50 | |
| BELL | \$10.00 | \$1.50 | | FLOYD | \$10.00 | | | LAMPASAS | \$10.00 | \$1.50 | | SAN PATRICIO | \$10.00 | \$1.50 | |
| BEXAR | \$10.00 | \$1.50 | \$10.00 | FOARD | \$10.00 | | | LA SALLE | \$10.00 | | | SAN SABA | \$10.00 | | |
| BLANCO | \$10.00 | \$1.50 | | FORT BEND | \$10.00 | \$1.50 | | LAVACA | \$10.00 | | | SCHLEICHER | \$10.00 | | |
| BORDEN | \$0.00 | | | FRANKLIN | \$10.00 | | | LEE | \$10.00 | | | SCURRY | \$10.00 | | |
| BOSQUE | \$10.00 | | | FREESTONE | \$10.00 | | | LEON | \$10.00 | | | SHACKELFORD | \$10.00 | | |
| BOWIE | \$10.00 | | | FRIO | \$10.00 | \$1.50 | | LIBERTY | \$10.00 | | | SHELBY | \$10.00 | \$1.50 | |
| BRAZORIA | \$10.00 | | | GAINES | \$0.00 | | | LIMESTONE | \$10.00 | | | SHERMAN | \$10.00 | | |
| BRAZOS | \$10.00 | \$1.50 | | GALVESTON | \$10.00 | | | LIPSCOMB | \$10.00 | | | SMITH | \$10.00 | \$1.50 | |
| BREWSTER | \$10.00 | | | GARZA | \$10.00 | | | LIVE OAK | \$10.00 | | | SOMERVILLE | \$10.00 | | |
| BRISCOE | \$10.00 | | | GILLESPIE | \$10.00 | \$1.50 | | LLANO | \$10.00 | \$1.50 | | STARR | \$10.00 | | |
| BROOKS | \$10.00 | \$1.50 | | GLASSCOCK | \$10.00 | | | LOVING | \$0.00 | | | STEPHENS | \$10.00 | | |
| BROWN | \$10.00 | \$1.50 | | GOLIAD | \$10.00 | | | LUBBOCK | \$10.00 | | | STERLING | \$0.00 | | |
| BURLESON | \$10.00 | \$0.75 | | GONZALES | \$10.00 | | | LYNN | \$10.00 | | | STONEWALL | \$10.00 | | |
| BURNET | \$10.00 | \$1.50 | | GRAY | \$10.00 | | | MADISON | \$10.00 | | | SUTTON | \$10.00 | | |
| CALDWELL | \$10.00 | | | GRAYSON | \$10.00 | | | MARION | \$10.00 | | | SWISHER | \$10.00 | | |
| CALHOUN | \$10.00 | | | GREGG | \$9.00 | | | MARTIN | \$10.00 | | | TARRANT | \$10.00 | | |
| CALLAHAN | \$10.00 | | | GRIMES | \$10.00 | | | MASON | \$10.00 | | | TAYLOR | \$10.00 | | |
| CAMERON | \$10.00 | | \$10.00 | GUADALUPE | \$10.00 | \$1.50 | | MATAGORDA | \$10.00 | | | TERRELL | \$10.00 | | |
| CAMP | \$10.00 | \$0.50 | | HALE | \$10.00 | | | MAVERICK | \$10.00 | \$1.50 | | TERRY | \$10.00 | | |
| CARSON | \$10.00 | | | HALL | \$10.00 | | | MCCULLOCH | \$10.00 | \$1.50 | | THROCKMORTON | \$10.00 | | |
| CASS | \$10.00 | | | HAMILTON | \$10.00 | | | MCLENNAN | \$10.00 | \$1.50 | | TITUS | \$10.00 | | |
| CASTRO | \$10.00 | | | HANSFORD | \$10.00 | | | MCMULLEN | \$0.00 | | | TOM GREEN | \$10.00 | \$1.50 | |
| CHAMBERS | \$10.00 | \$1.00 | | HARDEMAN | \$10.00 | | | MEDINA | \$10.00 | | | TRAVIS | \$10.00 | \$1.50 | |
| CHEROKEE | \$10.00 | | | HARDIN | \$10.00 | | | MENARD | \$10.00 | \$1.50 | | TRINITY | \$10.00 | \$1.50 | |
| CHILDRESS | \$10.00 | | | HARRIS | \$10.00 | \$1.50 | | MIDLAND | \$10.00 | | | TYLER | \$10.00 | \$1.00 | |
| CLAY | \$10.00 | | | HARRISON | \$10.00 | \$1.50 | | MLAM | \$10.00 | | | UPSHUR | \$10.00 | | |
| COCHRAN | \$10.00 | | | HARTLEY | \$10.00 | | | MILLS | \$10.00 | \$1.50 | | UPTON | \$5.00 | | |
| COKE | \$10.00 | | | HASKELL | \$10.00 | | | MITCHELL | \$10.00 | | | UVALDE | \$10.00 | | |
| COLEMAN | \$10.00 | | | HAYS | \$10.00 | | | MONTAGUE | \$10.00 | | | VAL VERDE | \$10.00 | | |
| COLLIN | \$10.00 | \$1.50 | | HEMPHILL | \$5.00 | | | MONTGOMERY | \$10.00 | | | VAN ZANDT | \$10.00 | \$1.50 | |
| COLLINGSWORTH | \$10.00 | | | HENDERSON | \$10.00 | | | MOORE | \$10.00 | | | VICTORIA | \$10.00 | | |
| COLORADO | \$10.00 | | | HIDALGO | \$10.00 | | \$10.00 | MORRIS | \$10.00 | | | WALKER | \$10.00 | | |
| COMAL | \$10.00 | \$1.50 | | HILL | \$10.00 | | | MOTLEY | \$10.00 | | | WALLER | \$10.00 | | |
| COMANCHE | \$10.00 | | | HOCKLEY | \$10.00 | | | NACOGDOCHES | \$10.00 | | | WARD | \$0.00 | | |
| CONCHO | \$10.00 | | | HODD | \$10.00 | | | NAVARRO | \$10.00 | | | WASHINGTON | \$10.00 | | |
| COOKE | \$10.00 | | | HOPKINS | \$10.00 | | | NEWTON | \$10.00 | | | WEBB | \$10.00 | | \$10.00 |
| CORYELL | \$10.00 | | | HOUSTON | \$10.00 | | | NOLAN | \$10.00 | | | WHARTON | \$10.00 | | |
| COTTLE | \$10.00 | | | HOWARD | \$10.00 | | | NUECES | \$10.00 | | | WHEELER | \$5.00 | \$1.50 | |
| CRANE | \$0.00 | | | HUDSPETH | \$10.00 | | | OCHILTREE | \$10.00 | | | WICHITA | \$10.00 | | |
| CROCKETT | \$5.00 | | | HUNT | \$10.00 | \$1.00 | | OLDHAM | \$10.00 | | | WILBARGER | \$10.00 | | |
| CROSBY | \$10.00 | | | HUTCHINSON | \$10.00 | | | ORANGE | \$10.00 | | | WILLACY | \$10.00 | | |
| CULBERSON | \$10.00 | | | IRION | \$10.00 | | | PALO PINTO | \$10.00 | | | WILLIAMSON | \$10.00 | \$1.50 | |
| DALLAM | \$10.00 | | | JACK | \$10.00 | | | PANOLA | \$0.00 | | | WILSON | \$10.00 | | |
| DALLAS | \$10.00 | | | JACKSON | \$10.00 | | | PARKER | \$10.00 | | | WINKLER | \$7.50 | | |
| DAWSON | \$10.00 | | | JASPER | \$10.00 | | | PARMER | \$10.00 | | | WISE | \$10.00 | | |
| DEAF SMITH | \$10.00 | | | JEFF DAVIS | \$10.00 | \$1.50 | | PECOS | \$10.00 | | | WOOD | \$10.00 | | |
| DELTA | \$10.00 | | | JEFFERSON | \$10.00 | | | POLK | \$10.00 | \$1.50 | | YOAKUM | \$10.00 | | |
| DENTON | \$10.00 | \$1.50 | | JIM HOGG | \$10.00 | \$1.50 | | POTTER | \$10.00 | | | YOUNG | \$10.00 | | |
| DEWITT | \$10.00 | | | JIM WELLS | \$10.00 | \$1.50 | | PRESIDIO | \$10.00 | | | ZAPATA | \$10.00 | \$1.50 | |
| DICKENS | \$10.00 | | | JOHNSON | \$10.00 | \$1.50 | | RAINS | \$10.00 | \$1.50 | | ZAVALA | \$10.00 | \$1.50 | |
| | | | | JONES | \$10.00 | | | RANDALL | \$10.00 | | | | | | |

NOTE: Fees are authorized by statute in the Texas Transportation Code: Road and Bridge Fee, Sec. 502.401; Transportation Project Fee, Sec. 502.402 (applicable only to Bexar, Cameron, El Paso, Hidalgo and Webb counties); and Child Safety Fee, Sec. 502.403.

3.15



Texas Department of Motor Vehicles

Imposition of Optional Fees Calendar Year 2017

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email, *DMV_OptionalCountyFeeUpdates@TxDMV.gov*, or fax (512) 465-4116.

Please submit as soon as possible, but no later than **Tuesday, August 23, 2016.**

County Name: _____

SELECT ONLY ONE OPTION BELOW:

OPTION A – No change. This county will charge the same fees in 2017. 
Submit this form to TxDMV. A copy of the commissioners court order is NOT required.

OR

OPTION B – The commissioners court has approved fee changes for 2017.
Enter amounts for each fee, even those that did not change. Enter zero (0) where applicable.

Calendar Year 2017 fees to be collected by your county:

Road and Bridge Fee: \$ _____

Child Safety Fee: \$ _____

Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only): \$ _____

Total Fees to be collected for 2017: \$ _____

For Option B, submit this form and a photocopy of the court order.

Thank you, we appreciate your participation!