

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

A3

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: November 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/1	Waxahachie area-4-H Livestock Entry Night	12		
11/2	Waxahachie -Belton- District 8 Holiday Classic Project Show	93		
11/3	Belton Area- District 8 Holiday Classic Project Show	13		
11/4	Belton-Waxahachie- District 8 Holiday Classic Project Show	103		
11/5	Waxahachie Area-Program set up and Producer Consultation	39		
11/6	Waxahachie Area- Program set-up and New Landowner Program	61		
11/8	Waxahachie Area—Fall Row Crop Program	13		
11/13	Waxahachie area-Elected Official Interpretation and LAB meeting and Master Gardener meeting	16		
11/14	Waxahachie –Fort Worth-Return-Deliver FW Stock Show Entries	131		
11/20	Avalon-Bardwell Area-Producer Consultation/Result Demonstration ID	71		
11/26	Waxahachie area-4-H Beef Project Workshop	29		
11/27	Waxahachie Area-TDA Training	3		
11/28	Waxahachie Area-FSA Committee meeting/ECYE meeting	21		
11/29	Waxahachie Area-MG Board meeting	3		
		608		

Other expenses in field (list)

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

Date: 12/10/18 Signed:

Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 608****Selected major activities since last report****November 2018**

- 11/1 Agent assisted 4-H Agent, Adult Volunteers, 4-H Livestock Project members and parents in completing Major Show entries for Fort Worth, San Angelo, San Antonio, Houston and Austin.
- 11/3-4 Agent assisted other agents, volunteers and 4-H livestock project members and parents in preparing livestock projects for show at the District 8 Holiday Classic Project Show in Belton. Ellis County had over 30 4-H livestock project members in attendance.
- 11/7 Agent served as contest official at the District 3 4-H Livestock Judging Contest in Vernon.
- 11/8 Fall Row Crop Educational Program. 30 area crop producers attended and received updates and educational information regarding variety selection, insect and disease control, and cropping solutions. 5 TDA CEU's offered
- 11/13 Elected Official Interpretative Breakfast and Leadership Advisory Board Meeting. LAB assisted agents with program interpretation and activity update with selected area elected officials.
- 50 Master Gardener volunteers attended regular monthly business meeting and continuing education program.
- 11/15, 16, 17 Agent assisted 5 area families in swine project selection for upcoming Spring Major shows and the Ellis County Show in March.
- 11/26 4-H Beef Project Workshop. 30 Ellis 4-H beef project members and parents participated with over 40 beef projects to prepare for exhibition at upcoming spring major stock shows. Hoof care, Hair care, daily management and parasite control topics and issues were covered.
- 11/27 TDA Private Applicator Training. 2 area producers attended required training to become a Licensed Private Applicator. Training is offered on a monthly basis and covers, TDA laws, pesticide safety and proper use of pesticides.
- 11/28 Ellis County Youth Expo Show Committee meeting, 30 local Ag Science Teachers, Agents and volunteers attended meeting to finalize plans for the upcoming ECYE show March 24-30, 2019.
- 11/29 11 Master Gardener officers and Board members met to discuss associations business and plan educational program and outreach for 2019.

Phone calls, emails, office, home, farm and ranch visits as needed.

Educational Programming

Programs 14
Participants 352+

Educational Contacts

Site Visits 4-H 7
Site Visits Ag 6
Telephone 652
MG/MN Telephone 85
Office Visits 85
E-Mails 645
Newsletter/Letters 588
E-Gardening Newsletters 1605

Media Outreach:

Website hits 204
News Releases 3
Facebook posts 7
MG/MN new releases 3
MG/MN magazine 4
MG TV/Radio 4

Major plans for next month

12/1-8 ECYE County Show only validation for swine, sheep, goats. At various locations around the county.
12/10 SCS Program Planning meeting/Beef and Forage PAC. Waxahachie
12/11 Master Gardener meeting/training. TDA Private Applicator Training. Waxahachie
12/13 District 8 Farm and Ranch Seminar/CEU Conference. Waxahachie
12/19 ECYE Show Committee Meeting. Waxahachie
12/20 4-H Beef Project Workday. Waxahachie
12/27 Master Gardener Board Meeting. Waxahachie

Mark Arnold**Name****County Extension Agent - Agriculture****Title****Ellis****County****12/10/18****Date**

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2018

Selected major activities since last report

Miles traveled: 591

- 11/1: Entry Night for major stock shows
- 11/3-11/4: Holiday Classic, agent serves on swine committee
- 11/5: County Council/ALA-agent presented program over writing thank you notes and having a thankful attitude. *19 students present, 6 adults*
- 11/6: Program: Pettigrew Academy *Strawberry DNA*, agent presented program over DNA and how to find that in strawberries. *15 students, 1 adult*
- 11/7: National 4-H Congress Conference call
- 11/8: United Way Funding hearing-agent presented interpretation to United Way over the Ellis County 4-H Happenings.
- 11/13: Interpretation Breakfast, *4 youth, 7 adults*
- 11/13: Livestock Coalition meeting, *5 adults*
- 11/15: County Food Show, *4 youth participated in the show*
- 11/16: Program: All 4-Him 4-H Club. Agent presented program over recordbooks, *23 youth, 12 adults*
- 11/19: State Swine Validation: the agent serves as the committee chair.
- 11/22-27: National 4-H Congress, agent served as Texas Coordinator and Chaperone for 19 students (1 from Ellis County)
- 11/29: Rabbit Workshop (partnership with Hill County) *4 students, 4 adults from Ellis County (there were 14 total at the workshop)*

Educational Contacts

Educational Programming:

Programs 7
 Participants.....129

Educational Contacts:

Site Visits 4-H..... 7
 Telephone..... 786
 Office Visits..... 61
 E-mails.....929
 Newsletters/letters..... 465
 Faxes 15

Media Outreach:

News Releases..... 2
 TV/Radio..... 0
 Website Hits..... 207
 Social Media Contacts..... 13 posts on FB, 1655 follows (4,351 post reach), 13 on Instagram (399 follows)

Major plans for next month

- ECYE Lamb, Goat, and Swine Validation
- Winter Board meetings (TAE4-HA)
- Programs at Pettigrew Academy
- Christmas Party
- Livestock Coalition Meeting
- New FCH Agent starts

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

County: Ellis
 Date:11/30/2018

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH November 2018

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
11/3-4	Holiday Classic, Belton	351		56.00
11/6	Program: Pettigrew Academy	15		
11/16	Program: All 4-HIM club meeting	15		
11/19	State Swine Validation	15		
11/22-27	National 4-H Congress (travel to and from airport)	102		
11/29	Program: Rabbit Clinic-Hillsboro	93		
Total		591		56.00

Other expenses in field (list)

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

Date 11/28/2018

Signed: _____

Megan Pau

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 64439890

That we, Krystal Valdez, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Ellis County, his successors in office, in the sum of Five Hundred Thousand and 00/100 DOLLARS (\$500,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 7th day of December, 2018

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of County Clerk in and for Ellis County, State of Texas, for a term of one year commencing on the 1st day of January, 2019

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

NOTWITHSTANDING, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety on any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any provision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom the bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Buflat
Paul T. Buflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____,

Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

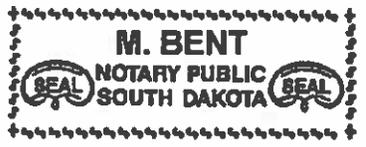
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 7th day of December,
2018, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Clerk County of Ellis

bond with bond number 64439890

for Krystal Valdez
as Principal in the penalty amount not to exceed: \$500,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 7th day of December, 2018.

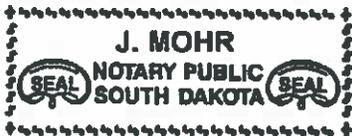
ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 7th day of December, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
Notary Public

My Commission Expires June 23, 2021



OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 49.002	* in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county.*
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	*faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state.*
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	*pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.*
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	*faithfully perform the duties of office.*
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	*faithfully perform the duties of office.*
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	*faithfully perform the duties of county auditor.*
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	*faithfully execute the duties of office.*
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.502	*faithfully perform the duties of the office.*
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.509	*faithfully perform the duties of the office.*
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	*faithfully perform his duties.*
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	*faithfully perform the duties of the office.*
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	*faithfully perform the duties of the office.*
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 86.001	*faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.*
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	*faithful performance of the person's duties as assessor-collector.*

OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	*faithful performance of the person's duties as assessor-collector.*
County Commisener	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	*faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.*
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	*faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.*
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	*faithfully perform the duties imposed by law.*
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 19.256	*accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers.*
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 19.256	*accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers.*

3. If precinct insert the number.
4. Conditions.

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM0246796

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, its regularly elected Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Cheryl Chambers
Obligee: Ellis County Judge
Type Bond: Treasurer
Bond Amount: \$ 256,000.00
Effective Date: January 1, 2019

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 5th day of December, 2018.



RLI Insurance Company
By B. W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

On this 5th day of December, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 5th day of December, 2018.

RLI Insurance Company
By: Jan M. Stephenson
Jan M. Stephenson Corporate Secretary



RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call _____ RLI Insurance Company _____'s toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de _____ RLI Insurance Company _____ para obtener informacion o para presentar una queja al 800-645-2402.

Usted tambien puede escribir a:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Cheryl Chambers, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: _____

City and/or County: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Revised 10/2011



RLI Insurance Company
 P.O. Box 3967
 Peoria, IL 61612-3967
 Phone: (309) 692-1000 Fax: (309) 683-1610

Official Bond And Oath

Bond No. LSM0246796

KNOW ALL MEN BY THESE PRESENTS:

That we, Cheryl Chambers, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Ellis County Judge in the penal sum of Two Hundred Fifty-Six Thousand Dollars And No Cents DOLLARS (\$ 256,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 5th day of December, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the office of Treasurer, State of Texas, for the term commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Countersigned

N/A



Cheryl Chambers

Principal

RLI Insurance Company

B. A. W. Davis

Barton W. Davis

Attorney In Fact

**OATH OF OFFICE
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____.

SEAL

Notary Public

County, Texas

OATH OF OFFICE
(GENERAL)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Principal

Notary Public

County, Texas

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois
County of Peoria } ss

On this 5th day of December, 2018, before me, the undersigned officer, personally appeared Barton W. Davis who acknowledged himself to be the aforesaid Attorney In Fact of the RLI Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gretchen L. Johnigk
Notary Public
Gretchen L. Johnigk
County



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 70211021

That we, Melanie Price Reed, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹Governor of Texas, his successors in office, in the sum of ²One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 10th day of December, 2018.

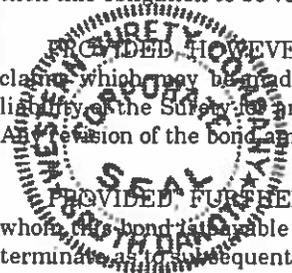
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of District Clerk in and for ³Ellis County, State of Texas, for a term of Four years commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Buflat
Paul T. Buflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date _____, _____

Clerk

County Judge,

County Court _____ County

County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk

By _____ Deputy

County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 10th day of December,
2018, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	'in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county.'
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	'faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state.'
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	'pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.'
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	'faithfully perform the duties of office.'
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	'faithfully perform the duties of office.'
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	'faithfully perform the duties of county auditor.'
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	'faithfully execute the duties of office.'
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	'faithfully perform the duties of the office.'
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	'faithfully perform the duties of the office.'
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ Code 17.49	'faithfully perform his duties.'
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res Code 23.013	'faithfully perform the duties of the office.'
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res Code 23.014	'faithfully perform the duties of the office.'
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	'faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid voluntarily or otherwise, to the sheriff from county funds.'
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	'faithful performance of the person's duties as assessor-collector.'

OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year. \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	'faithful performance of the person's duties as assessor-collector.'
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	'faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.'
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	'faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.'
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	'faithfully perform the duties imposed by law.'
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	'accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers.'
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	'accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers.'

3. If precinct insert the number.
4. Conditions

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One District Clerk County of Ellis

bond with bond number 70211021

for Melanie Price Reed

as Principal in the penalty amount not to exceed: \$100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 10th day of December, 2018.

ATTEST

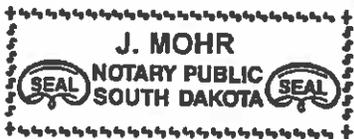
J. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 10th day of December, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
Notary Public
My Commission Expires June 23, 2021





Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 64443764

That we, Todd B Little, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Treasurer, Cheryl Chambers, his successors in office, in the sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 6th day of December, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2016, duly Elected (Elected—Appointed) to the office of County Judge in and for Ellis County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ¹ pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

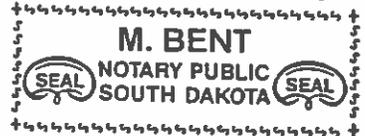
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 6th day of December,
2018, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. LSM1186990

It is hereby mutually agreed and understood by the Principal,

Chris Macon

and RLI Insurance Company that the

Obligee

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

Ellis County Judge

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on January 1, 2019, at twelve and one minute o'clock a.m., Standard Time.

Signed this 7th day of December, 2018.

RLI Insurance Company

By

B. W. Davis

Barton W. Davis

Vice President





RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

Official Bond And Oath

Bond No. LSM1186990

KNOW ALL MEN BY THESE PRESENTS:

That we, Chris Macon, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Ellis County in the penal sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 5th day of December, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the office of Justice of the Peace Pct #1, State of Texas, for the term commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Countersigned

N/A



Chris Macon

Principal

RLI Insurance Company

B. W. Davis
Barton W. Davis Vice President

**OATH OF OFFICE
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas

OATH OF OFFICE
(GENERAL)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois
County of Peoria } ss

On this 5th day of December, 2018, before me, the undersigned officer, personally appeared Barton W. Davis who acknowledged himself to be the aforesaid Vice President of the RLI Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gretchen L. Johnnigk
Notary Public
Gretchen L. Johnnigk
Peoria
County



POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1186990

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Chris Maçon
Obligee: Ellis County
Type Bond: Justice of the Peace Pct #1
Bond Amount: \$ 5,000.00
Effective Date: January 1, 2019

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 5th day of December, 2018.

RLI Insurance Company



By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 5th day of December, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 5th day of December, 2018.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Chris Macon, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Justice of the Peace Pct #1

City and/or County: Ellis

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Revised 10/2011



P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at (800)645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # (309)683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al (800)645-2402.

Usted tambien puede escribir a **RLI Insurance Company**:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # (309)683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



RLI Insurance Company
 P.O. Box 3967
 Peoria, IL 61612-3967
 Phone: (309) 692-1000 Fax: (309) 683-1610

Official Bond And Oath

Bond No. RSB0681002

KNOW ALL MEN BY THESE PRESENTS:

That we, Jackie Miller, Jr., as Principal,
 and RLI Insurance Company, a corporation duly licensed to do business in the State of
 Texas, as Surety, are held and firmly bound unto the Ellis County Judge
 penal sum of Five Thousand Dollars And No Cents in the
 (\$ 5,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal
 representatives firmly by these presents.

Signed this 3rd day of October, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the
 office of Justice Of The Peace Precinct #2 County
 State of Texas, for the term commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no
 effect, otherwise to remain in full force and effect.

Countersigned

N/A



Jackie Miller, Jr.

Principal

RLI Insurance Company

Barton W. Davis

Attorney In Fact

**OATH OF OFFICE
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of
 the office of _____ of the State of Texas, and will to the best of my
 ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or
 affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims
 as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____
 Principal

SEAL

 Notary Public
 _____ County, Texas

OATH OF OFFICE
(GENERAL)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

Notary Public

County, Texas

SEAL

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois }
County of Peoria } ss

On this 3rd day of October, 2018, before me, the undersigned officer, personally appeared Barton W. Davis who acknowledged himself to be the aforesaid Attorney In Fact of the RLI Insurance Company, a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gretchen L. Johnnigk
Notary Public
Gretchen L. Johnnigk
County



OLD REPUBLIC SURETY COMPANY

(800) 217-1792

PUBLIC OFFICIAL BOND

Bond Number W150331804

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Dan Cox
of 1333 E Marvin Avenue, Waxahachie, State of Texas, as Principal, and
the Old Republic Surety Company organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in
Brookfield in said state, are held and firmly bound unto
Ellis County Judge
109 S Jackson Waxahachie, TX 75165
as Obligee, in the penal sum of Five Thousand Dollars (\$ 5,000.00),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 6th day of December, 2018.

WHEREAS, the above-named Principal has been duly appointed or elected
Justice of The Peace of the Ellis County Judge
State of Texas for the definite/indefinite term beginning on the
December 31, 2018 and ending on the December 31, 2022.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: _____

By: Dan Cox Principal

Old Republic Surety Company Surety

Witness: Amanda Portz

By: E. Case Tausch Attorney-in-fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 12/31/2018 12:00:00 AM

Bond Number: W150331804 Bond Amount: Five Thousand Dollars \$ 5,000.00
Principal Name: Dan Cox

Obligee Name: Ellis County Judge of Waxahachie, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of December, 2018.

Jane E. Cherney
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of December, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0896747



Signed and sealed at the City of Brookfield, WI this 6th day of December, 2018.

Jane E. Cherney
Assistant Secretary



OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, STEPHEN A EGAN of _____
Principal

921 CREST RIDGE DR MIDLOTHIAN TX 76065
Street Address City State zip

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto ELLIS COUNTY JUDGE

in the penal sum of FIVE THOUSAND AND NO/100 Dollars

(\$ 5,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 6TH day of NOVEMBER, 2018.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of JUSTICE OF THE PEACE

_____ for a term of FOUR YEARS
_____ beginning on JANUARY 1, 2019 and
ending on DECEMBER 31, 2022

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: Liyann M. Robertson
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 6th day of December 2018.



Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

COPY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Amanda J. Clifton, Pamela Chancellor, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jeanette Hughes, Jerry Jacek, Julia Klinzing, Connie S. Knox, Leann Lemmel, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Carey J. Rice, Suzanne M. Robertson, Alice Schuler, Heidi Simmons, Heidi Stevens, Steven M. Straub, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14th day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 14th day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.

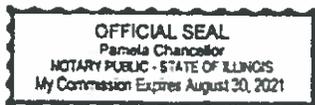


STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer /

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Pamela Chancellor
Notary Public
My commission expires August 30, 2021

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 6TH day of NOVEMBER, 2018.



Julia Klinzing
Julia Klinzing - Assistant Treasurer



RLI Insurance Company
 P.O. Box 3967
 Peoria, IL 61612-3967
 Phone: (309) 692-1000 Fax: (309) 683-1610

Official Bond And Oath

Bond No. LSM0700451

COPY

KNOW ALL MEN BY THESE PRESENTS:

That we, Kyle Butler, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Ellis County Treasurer in the penal sum of Three Thousand Dollars And No Cents DOLLARS (\$ 3,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 3rd day of October, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly elected appointed to the office of Ellis County Commissioner Pct 4, State of Texas, for the term commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Countersigned

N/A



Kyle Butler

Principal

RLI Insurance Company

B. W. Davis

Barton W. Davis

Attorney In Fact

**OATH OF OFFICE
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Principal

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas

COPY

Form #2201 Rev. 10/2011

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Kyle Butler, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: _____

City and/or County: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

Revised 10/2011



RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309) 692-1000 Fax: (309) 683-1610

Texas Policyholder Notice

COPY

TEXAS IMPORTANT NOTICE

TEXAS AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para presentar una queja:

You may call RLI Insurance Company's toll free telephone number for information or to make a complaint at 800-645-2402.

Usted puede llamar al numero de telefono gratuito de RLI Insurance Company para obtener informacion o para presentar una queja al 800-645-2402.

You may also write to:

Usted tambien puede escribir a:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

You may also write the Texas Department of Insurance:

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

POWER OF ATTORNEY

COPY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM0700451

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, its regularly elected Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Kyle Butler
Obligee: Ellis County Treasurer
Type Bond: All Other
Bond Amount: \$ 3,000.00
Effective Date: January 1, 2019

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of October, 2018.



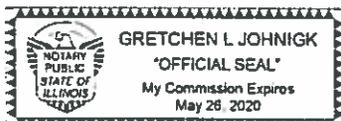
RLI Insurance Company

By B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of October, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 3rd day of October, 2018.

RLI Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 64433381

That we, Curtis Polk, Jr., as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto The Governor and the Governor's successors in office, his successors in office, in the sum of One Thousand Five Hundred and 00/100 DOLLARS (\$1,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 28th day of November, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2018, duly Elected (Elected—Appointed) to the office of Constable in and for Ellis County, State of Texas, for a term of 2 year s commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST:

Date _____, _____

_____ Clerk

_____ County Judge,

County Court _____ County

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk

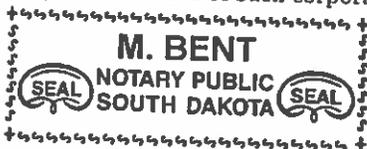
By _____ Deputy

County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 28th day of November,
2018, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 64433381

That we, Curtis Polk, Jr., as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹The Governor and the Governor's successors in office, his successors in office, in the sum of ²One Thousand Five Hundred and 00/100 DOLLARS (\$1,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 28th day of November, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2018, duly Elected (Elected—Appointed) to the office of Constable in and for ³Ellis County, State of Texas, for a term of 2 years commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal
WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____,
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

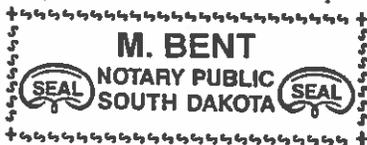
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 28th day of November,
2018, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Ellis } ss

KNOW ALL PERSONS BY THESE PRESENTS BOND No. 62218172

That we, Leslie Lane Grayson, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1 Ellis County Treasurer, his successors in office, in the sum of 2 Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of December, 2018.

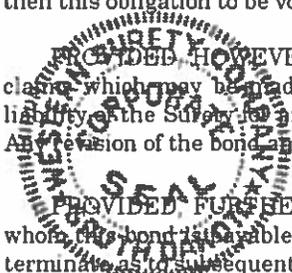
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected--Appointed) to the office of County Commissioner in and for 3 Ellis County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2019.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall 4 faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety to any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate, as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Paul T. Bueflat
Paul T. Bueflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE (General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: Date _____,

Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

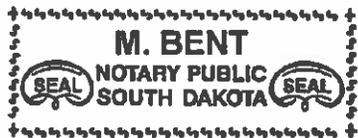
WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

Clerk
By _____ Deputy _____ County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 11th day of December,
2018, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



M. Bent
Notary Public

My Commission Expires March 2, 2020

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	'in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county.'
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	'faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state.'
County Judge	\$1,000. - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	'pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes.'
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	'faithfully perform the duties of office.'
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	'faithfully perform the duties of office.'
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	'faithfully perform the duties of county auditor.'
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	'faithfully execute the duties of office.'
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	'faithfully perform the duties of the office.'
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	'faithfully perform the duties of the office.'
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ Code 17.49	'faithfully perform his duties.'
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 29.013	'faithfully perform the duties of the office.'
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	'faithfully perform the duties of the office.'
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	'faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.'
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	'faithful performance of the person's duties as assessor-collector'

OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year. \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	*faithful performance of the person's duties as assessor-collector.*
County Commissioner	\$3,000	County Treasurer	County Judge	Local Gov't Code 81.002	*faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.*
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	*faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.*
Constable	Set by the Commissioners Court \$500 minimum — \$1,600 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	*faithfully perform the duties imposed by law.*
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	*accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers.*
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	*accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers.*

3. If precinct insert the number.
4. Conditions

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Commissioner Ellis County

bond with bond number 62218172

for Leslie Lane Grayson

as Principal in the penalty amount not to exceed: \$3,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 11th day of December, 2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

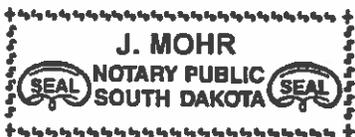
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 11th day of December, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr

Notary Public

My Commission Expires June 23, 2021



F1

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0400-50801-00000-000	Supplies	(\$500.00)

RECEIVED
DEC 11 2018
ELLIS COUNTY
AUDITOR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0400-50806-00000-000	Bonds/Dues	\$500.00

Christ Chal
Signature of Department Head

12-10-18
Date Signed

Treasurer
Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

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

Approved by County Auditor's Office: *DeVonde Saulsok 12/11/18*

F2

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2087/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
FM2 GENERAL EXPENSES	010-0653-50807-00000-000	\$115,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
FM2 FUND BALANCE CARRY OVER	010-0653-30301-00000-000	\$115,000.00

Signature of Department Head

12/7/2018

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 _____, 2087/2019

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

Approved by County Auditor's Office:

DeVonde Spaulder 12/11/18

RECEIVED

DEC 07 2018

F3

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM-Gen Misc.	\$3,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50914-00000-000	FM- Signs	\$3,500.00


Signature of Department Head

12-6-18
Date Signed

Road & Bridge 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 _____, 2018/2019

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

Approved by County Auditor's Office:


DeVonda Spaulden 12/10/18



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR

FL4



JOHN BRIDGES, RTA, CTA, CSTA

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

December 6, 2018

Request for Approval of December 18, 2018
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Michael & Kim Kalka	264094	Total: \$7,513.19



JOHN BRIDGES RTA, CTA, CSTA
Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 11/27/2018

MICHAEL KALKA
 123 SHEPHERDS HILL RD
 WAXAHACHIE, TX 75165

Account Number 264094
Legal Description of the Property LOT 12 BLK A SPRINGFIELD LAKES PH 2 1.026 AC 123 SHEPHERDS HILL RD 75165
OWNER: KALKA MICHAEL L & KIM

2017 OVERAGE AMOUNT \$7,513.19

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 507: EC ESD #6 WAX

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Name: <u>MICHAEL & KIM KALKA</u>			
	Address: <u>123 SHEPHERDS HILL RD</u>			
	City, State, Zip: <u>WAXAHACHIE, TEXA 75165</u>			
	Daytime Phone No.: <u>951 314 2730</u>	E-Mail Address: <u>MKPLK57@gmail.com</u>		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	<u>MICHAEL KALKA</u>	<u>online</u>	<u>12/21/17</u>	<u>7,513.19</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>7513.19</u>
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input checked="" type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	<u>yr: 2018</u>			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
<u>Michael Kalka Kim Kalka</u>		<u>11/27/18</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.



AGENDA ITEM SP1
Ellis County Commissioners' Court
December 18, 2018



SHORT TITLE:

Simplified plat of Lankford Acres, Ovilla ETJ.

LEGAL CAPTION:

Consider & act upon a simplified plat of Lankford Acres. The property contains a total of ± 8.361 acres of land in the J. Chapman Survey, Abstract No. 209 located on Slippery Elm Drive ± 600 feet north of Slippery Elm Court in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.



APPLICANT(S):

Rachael James



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots for residential uses via an access easement, however, the Commissioners' Court issued a road frontage variance before allowing platting of this property.



HISTORY:

In 1981, the property owner filed a 40-foot access easement in the Ellis County Clerk's Office (Volume 669, Page 472) along the western part of the property.

At its April 24, 2018 meeting, the Commissioners' Court granted a variance to the road frontage requirement.

The City of Ovilla approved this plat at its City Council meeting on November 12, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares shown within this proposed development.



ANALYSIS:

With the approved road frontage variance issued by the Commissioners' Court, this plat meets all the current regulations and requirements.



RECOMMENDATION:

Staff recommends approval of this plat, as presented



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod



ATTACHMENTS:

1. Location Map
2. Plat

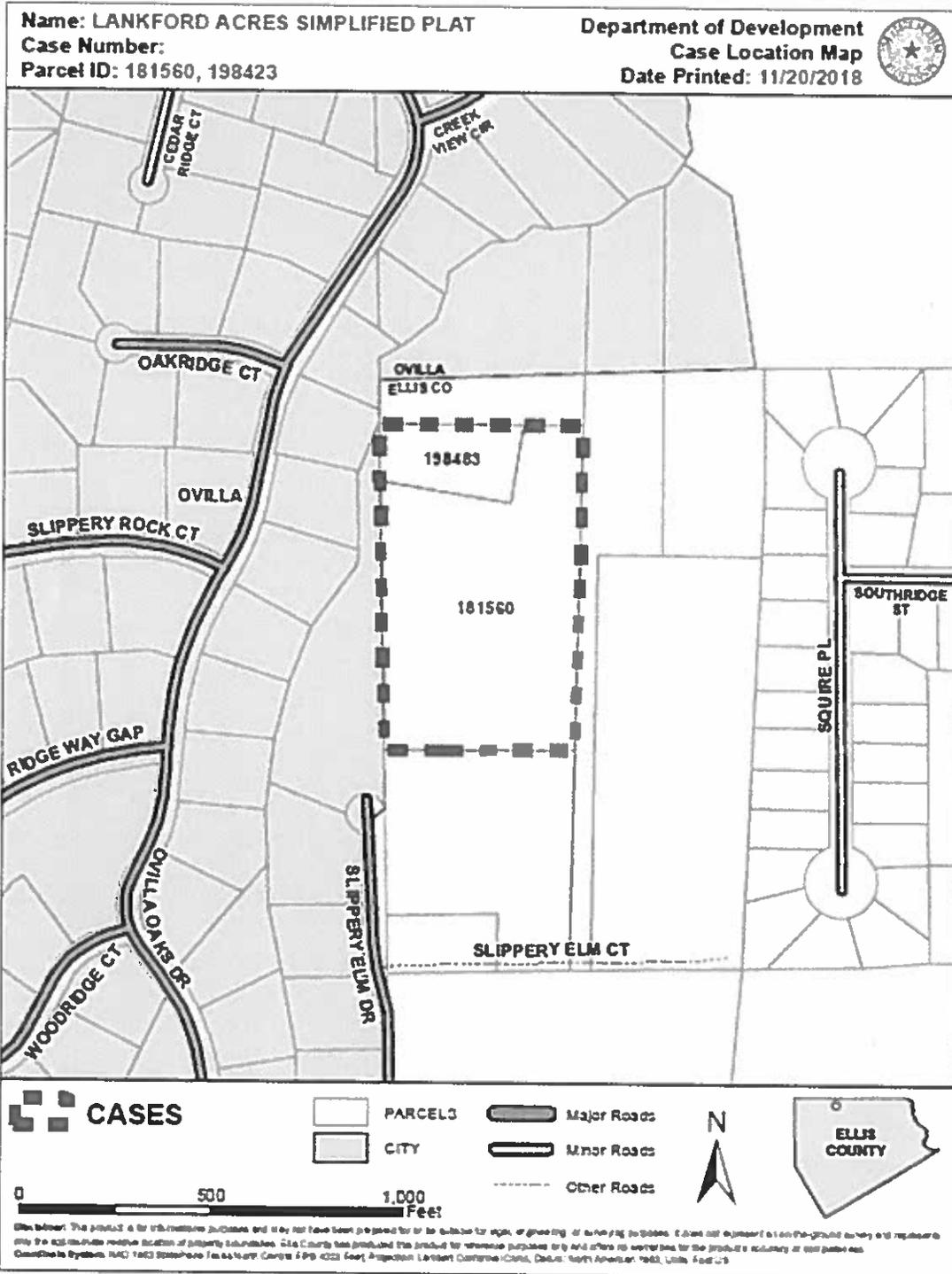


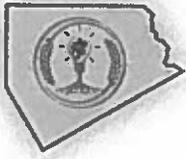
APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1





AGENDA ITEM 1.1
Ellis County Commissioners' Court
December 18, 2018



SHORT TITLE:

Simplified plat of Stinson Acres.

LEGAL CAPTION:

Consider & act upon a simplified plat of Stinson Acres. The property contains a total of ± 5.31 acres of land in the C.P. Albright Survey, Abstract No. 19 located on the north side of West FM 813 ± 1,700 feet west of McKeever Road, Palmer, Road & Bridge Precinct No. 1.



APPLICANT(S):

Cass & Randy Stinson



PURPOSE:

The applicants wish to create two (2) lots out of a previously unplatted property. Each lot will have approximately ± 2.7 acres.



HISTORY:

There is no previous subdivision history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares shown within this proposed development.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this plat, as presented.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
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: co.ellis.tx.us/dod

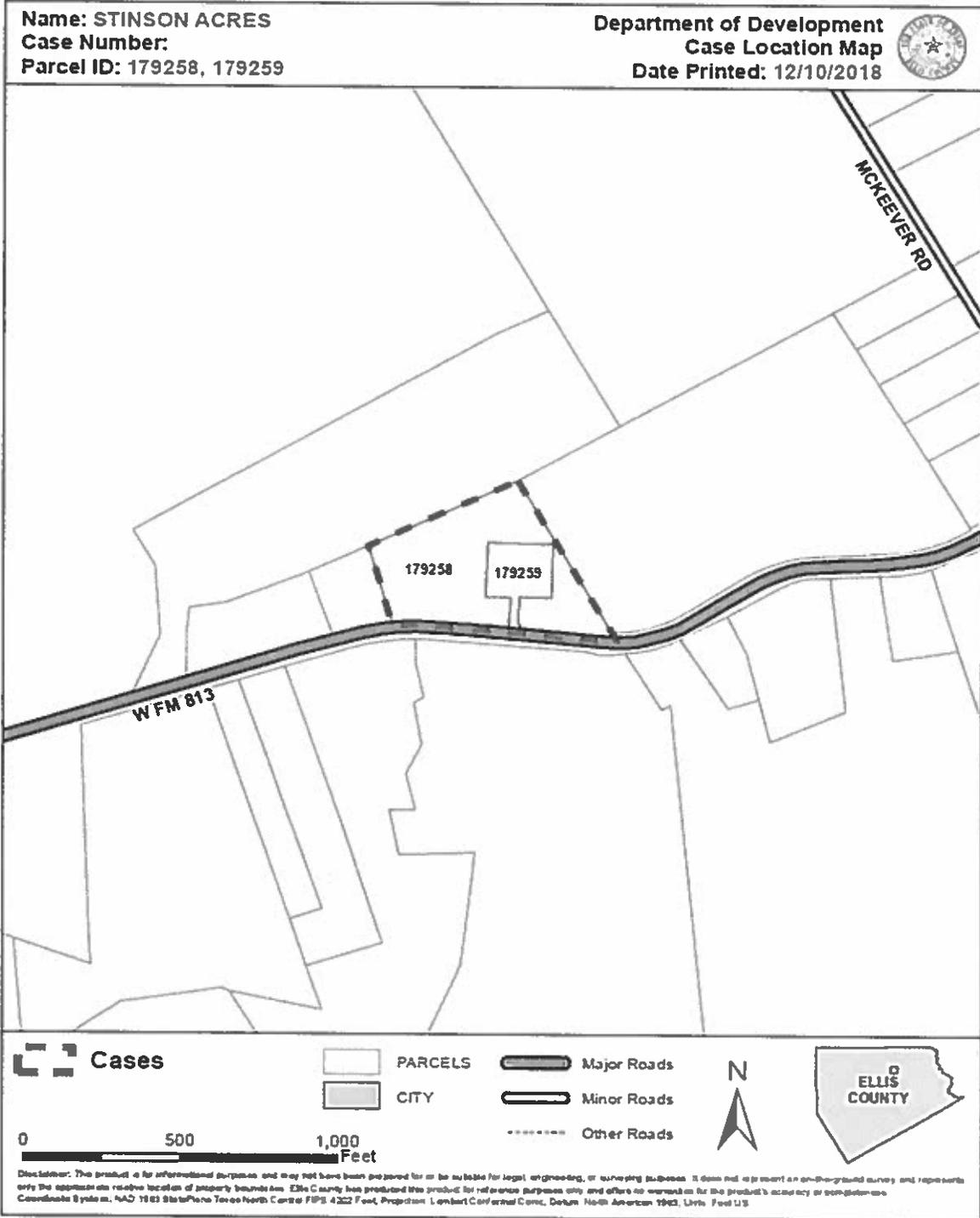


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1



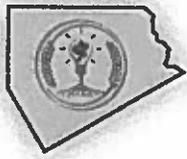


DEPARTMENT OF DEVELOPMENT
Ellis County

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ATTACHMENT NO. 2

Not available at time of agenda deadline



AGENDA ITEM 1.2
Ellis County Commissioners' Court
December 18, 2018



SHORT TITLE:

Preliminary plat of Prairie Ridge Phase 2B.

LEGAL CAPTION:

Consider and act upon a request for a preliminary plat of Prairie Ridge, Phase 2B. The property contains ± 90.00 acres of land in the John Stewart Survey, Abstract No. 961 located at the intersection of U.S. Highway 287 and Prairie Ridge Boulevard the extraterritorial jurisdiction (ETJ) of the City of Grand Prairie, Road & Bridge Precinct No. 4.



APPLICANT:

PRA Prairie Ridge Development Corp.



PURPOSE:

The applicant wishes to subdivide this property into three hundred nine (309) residential lots and seven (7) common/open space lots.



HISTORY:

Although the Prairie Ridge subdivision is in the ETJ of the City of Grand Prairie, a special district created by both Ellis County and Johnson County governs this area. The Commissioners' Court approved Fresh Water Supply District No. 1 on August 26, 2004. The City of Grand Prairie, Prairie Ridge, the Board of Directors of both the Ellis County and Johnson County Fresh Water Supply Districts signed a Developer's Agreement between August and November 2005. That agreement gave the City of Grand Prairie exclusive jurisdiction over "subdivision, plats, and development permits with respect to the Land" if the execution of an amended interlocal agreement was signed within 60 days of this agreement. To date, no such document exists.

The City of Grand Prairie approved the preliminary plat on September 8, 2008. The Ellis County Commissioners' Court approved the preliminary plat on October 13, 2008.

The Commissioners' Court approved variances for this development for the following items listed below at its meeting on September 22, 2008. The minimum lot sizes were spelled out in the Developer's Agreement executed in 2005.

- 50-foot right-of-way with curb and gutter (County requirement is 60-foot right-of-way with bar ditch section).
- 1,000-foot spacing requirement between streets.
- 20-foot front building setback lines (County requirement is 40 feet).



- 6-foot side yard setback (County requirement is 10 feet).
- 15-foot utility easement along the front and 5-foot utility easement along the rear (County requirement is 20-foot utility easement along the front and rear of each lot).

The City of Grand Prairie approved this preliminary plat on October 1, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares shown within this proposed development.



ANALYSIS:

The freshwater district will service all the future infrastructure for this proposed subdivision (roads, water, sewer) through the City of Grand Prairie and meet all their requirements and standards. As this is the case, staff will recommend that an amended Developer's Agreement and amended Interlocal Agreement be executed to ensure all future plat and infrastructure approvals are exclusively Grand Prairie's to review.

This plat meets all the requirements outlined in the adopted regulations described in the Developer's Agreement and Ellis County regulations, where applicable.



ATTACHMENTS:

1. Location Map
2. Preliminary Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.

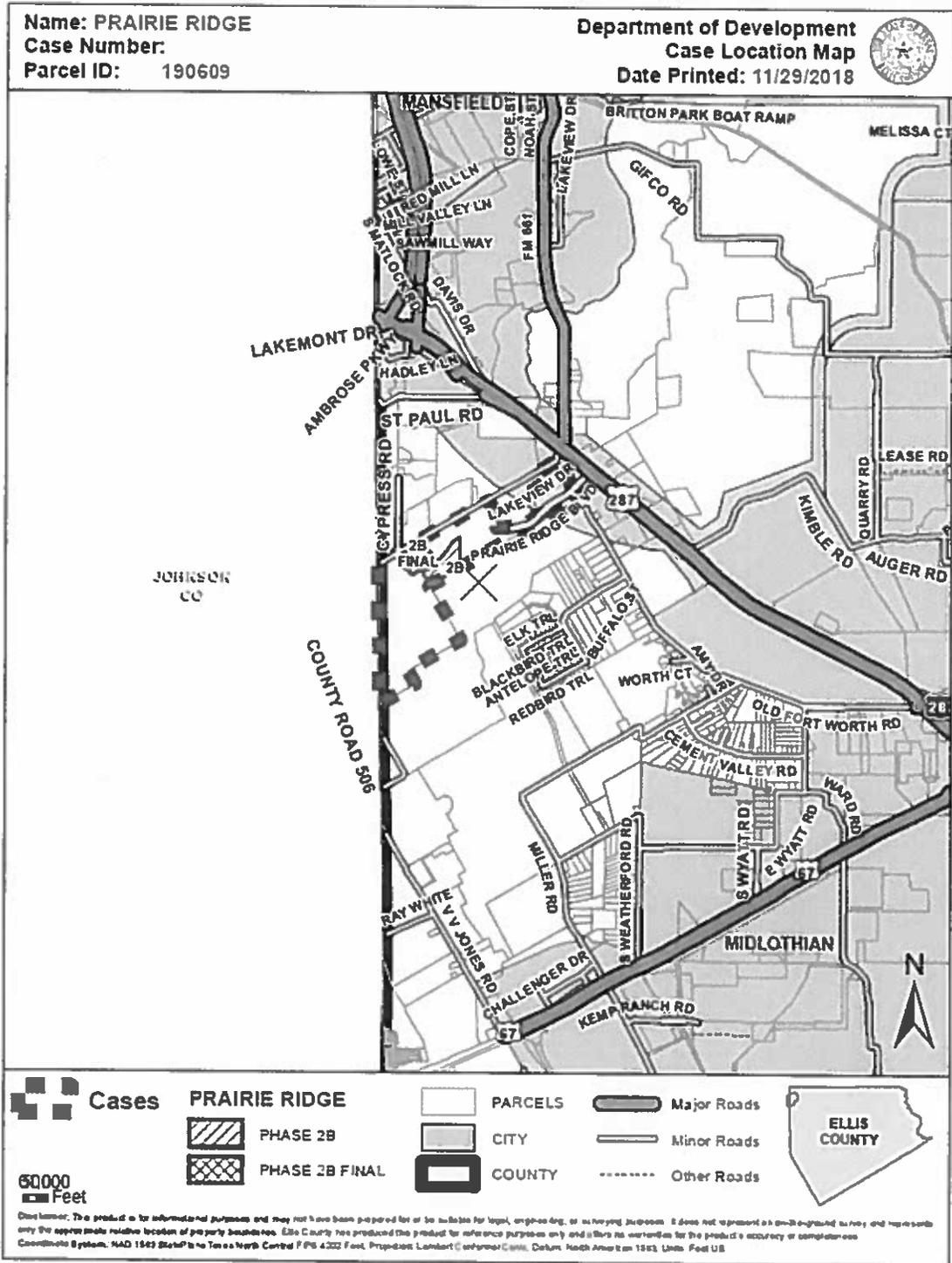


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1

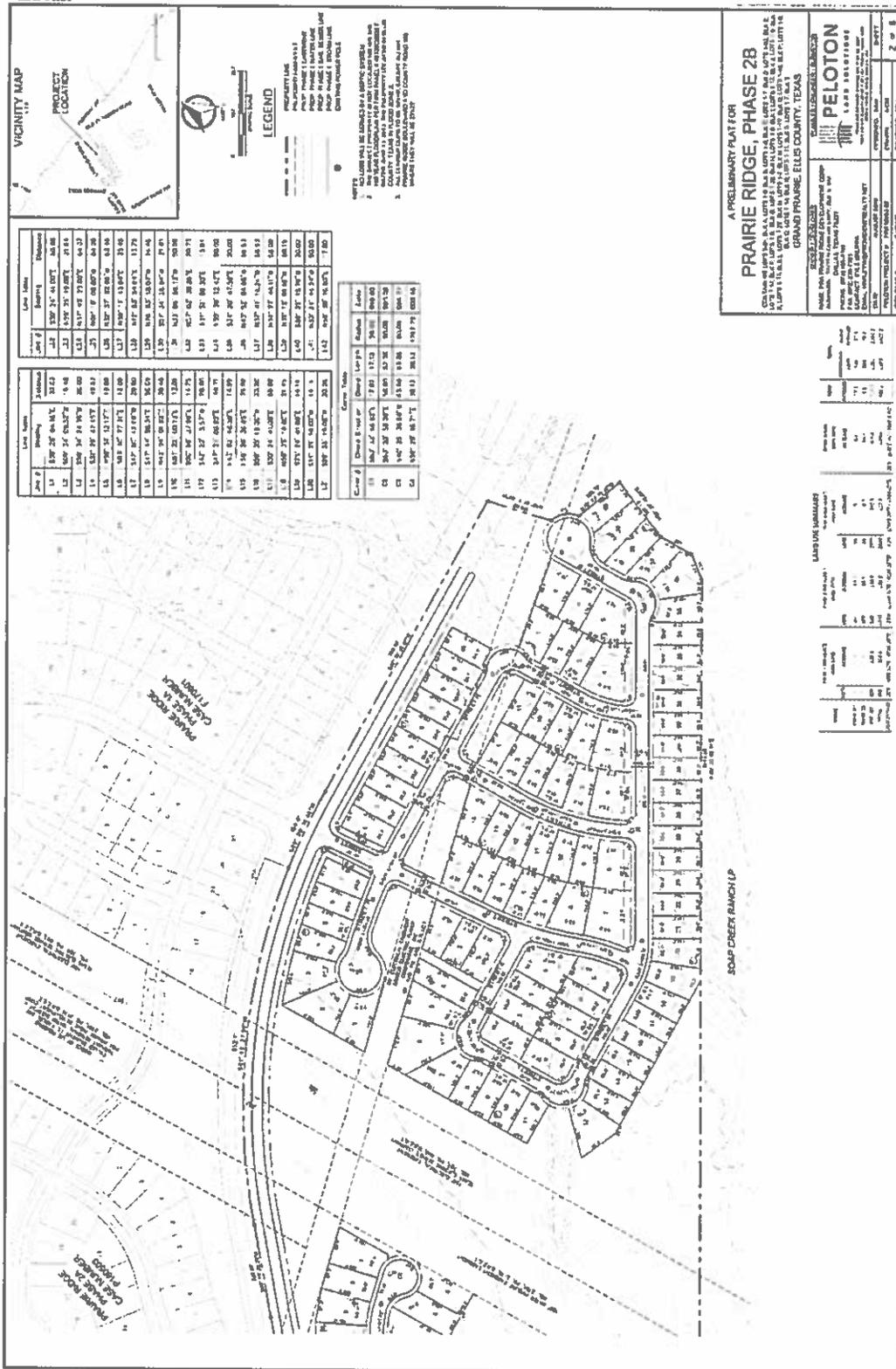


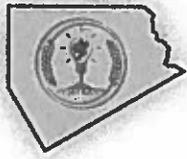
01070177 32 4M 676 Author: release: shirley 0128 08 01 01 00 Date Printed: 11/29/2018 01:28:01 \\GIS\GIS\MapServer\GIS\MapServer\Projects\Prairie Ridge (EC GP ET)\EllisCoTx_PrairieRidge.mxd 11/29/18 10:00



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us
 ☎: 972-825-5200
 🌐: co.ellis.tx.us/dod





AGENDA ITEM 1.3
Ellis County Commissioners' Court
December 18, 2018



SHORT TITLE:

Preliminary plat of Ike Farms, Phase 1.

LEGAL CAPTION:

Consider & act upon a preliminary plat of Ike Farms, Phase 1. The property contains a total of ± 19.483 acres of land in the T. Jackson Survey, Abstract No. 574 located at the southwest corner of Ike Road and FM 878 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

Tim Cummings



PURPOSE:

The applicant is requesting to subdivide this property into sixteen (16) residential lots in unincorporated Ellis County. The remaining 100+ acres will be platted at a later time with future phases.



HISTORY:

The City of Waxahachie approved this preliminary plat at its City Council meeting on December 3, 2018. There is no other subdivision history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares within this phase of Ike Farms. Future phases will incorporate elements of the County's adopted Master Thoroughfare Plan at such time.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Preliminary Plat



RECOMMENDATION:

Staff recommends approval of this preliminary plat, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us
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🌐: co.ellis.tx.us/dod

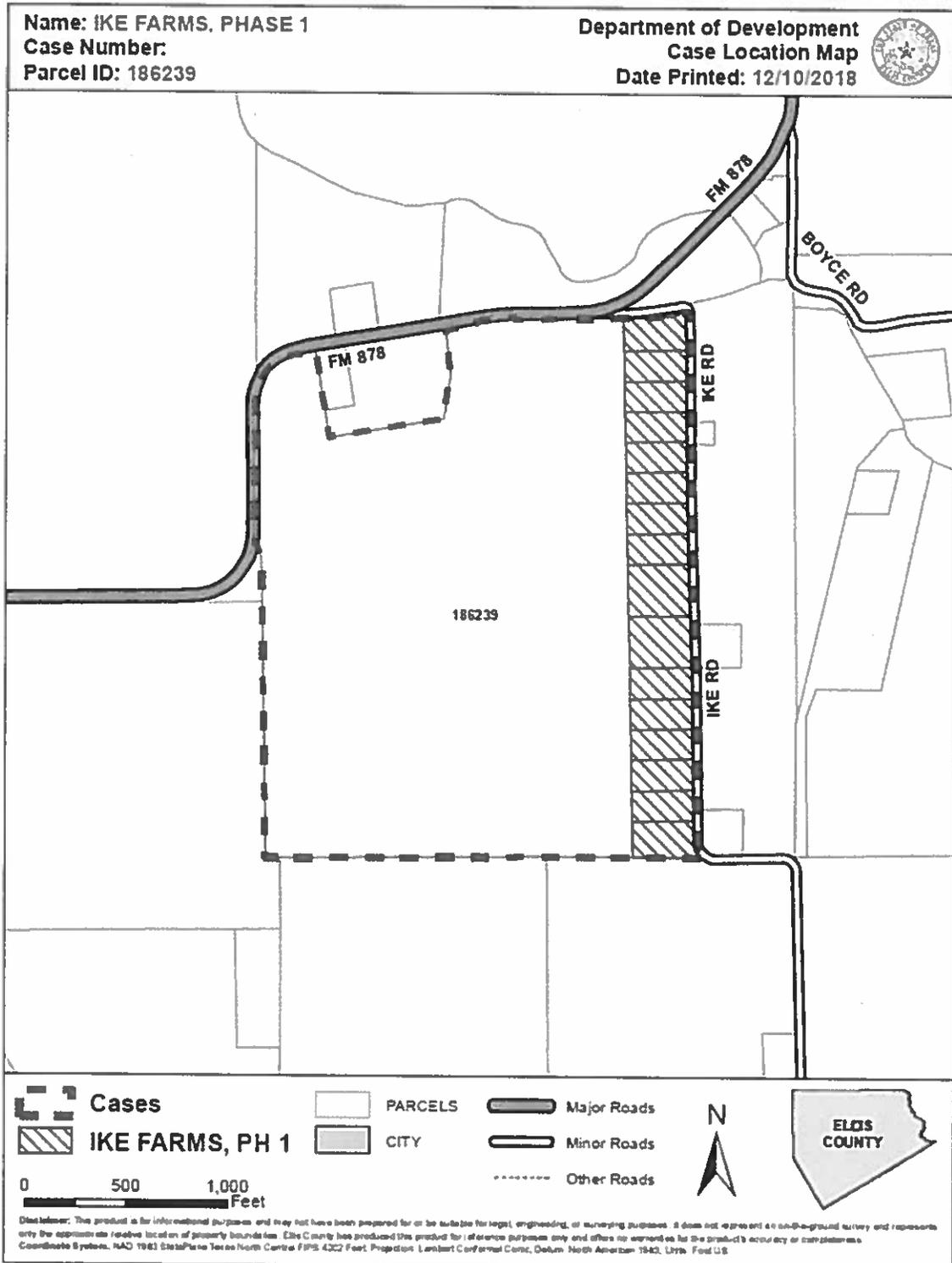


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



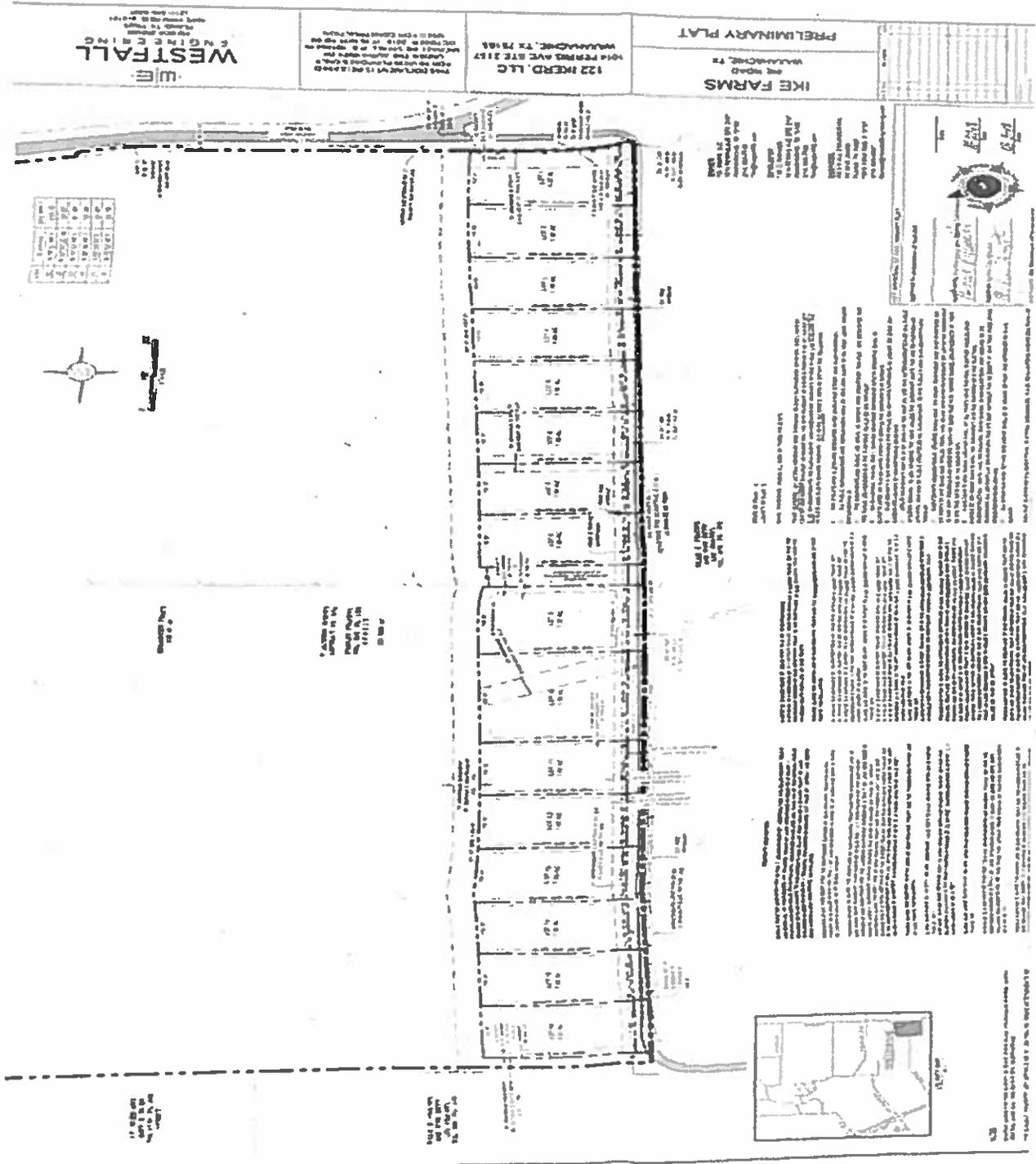
ATTACHMENT NO. 1



46 773425 32 357 868 Author: ellis@co.ellis.tx.us Date Printed: 12/10/2018



ATTACHMENT NO. 2





AGENDA ITEM 2.1
Ellis County Commissioners' Court
December 18, 2018



SHORT TITLE:

Contract approval for Thoroughfare Plan update with Freese & Nichols, Inc.

LEGAL CAPTION:

Consider and act upon a request to approve additional funding for the Ellis County Master Thoroughfare Plan Update for optional and additional professional services in an amount not to exceed \$16,309.

HISTORY:

On December 19, 2017, the Commissioners' Court selected Freese & Nichols, Inc. (FNI) to be the consultant for the Ellis County Thoroughfare Plan update. At its meeting on June 19, 2018, the Commissioners' Court approved the contract for professional services with FNI in the amount of \$97,675 with prices set for optional services, if needed. The Thoroughfare Plan Update officially kicked off in September 2018 with an estimated completion and adoption scheduled for August 2019. The contract established a base of eleven (11) meetings that FNI would be available. Below is that breakdown with status to date.

- Project Initiation Meeting – One (1) meeting (COMPLETED September 5, 2018 with staff).
- Stakeholder Input – Two (2) days of meetings (COMPLETED October 2 & 4, 2018 with County Judge & Commissioners and staff & officials from all cities and school districts within Ellis County).
- Input at a county-wide event – One (1) event (COMPLETED October 20, 2018 with feedback received at the Midlothian Fall Festival; requesting one (1) additional event for Spring).
- Town Hall Meetings – Two (2) meetings (COMPLETED December 3 & 5, 2018 with town hall meetings in Ennis and Waxahachie; requesting two (2) additional meetings for Spring).
- Steering Committee Meetings – Three (3) meetings (2 of 3 meetings completed on October 4 & December 6, 2018; a third one is scheduled for Spring for input on draft Thoroughfare Plan document and map).





DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us
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- Commissioner Court/Public Hearing – Two (2) meetings (*not yet completed; scheduled for Summer during public hearing meetings for final adoption before the Commissioners' Court*).

Staff is requesting an additional \$16,309 for the following reasons:

- Two (2) additional town hall meetings for increased citizen participation in the public input process (2 @ \$3,360 = \$6,720).
 - Initially, staff scheduled one (1) town hall meeting in the Fall/Winter and one (1) in the Spring, but after internal discussions and wanting to maximize citizen input with different locations throughout the County, staff decided to move both town hall meetings to the Fall/Winter, which proved successful with over 25 citizens participating in Ennis and 50 in Waxahachie. With the increased coverage of the thoroughfare update, citizens will expect more opportunities for input. If approved, these locations of the two (2) town hall meetings in the Spring will be determined in the next few weeks but will likely have the same areas.
- One additional county-wide event for increased participation (1 @ \$1,830 = \$1,830).
 - Staff will search for an additional county-wide event similar to the Midlothian Fall Festival to solicit additional citizen input in an informal and quick setting. This event will likely occur sometime in the Spring. Over 200 citizens stopped by the consultant's booth at the Fall Festival. Staff will anticipate similar results with a Spring event. With the increased coverage of the thoroughfare update, citizens will expect more opportunities for input. Depending on the events available and feasibility, staff would like to have this event in the northern or southern part of the County (since the western, eastern, and central regions have been included in the county-wide event and town hall meetings during the Fall/Winter). This plan ensures all parts of the County are visited and included during the public input process.
- A second TransCADD model projection run through the North Central Texas Council of Government's Mobility 2045 Plan (1 @ \$6,440 = \$6,440).
 - There is one (1) model run already included in the base price of the contract, but staff is requesting an additional model run as a fallback option should any unexpected data and input is received after the first one that would cause a shift in the modeling projection once additional citizen input is received. Staff will work with the consultants to limit it to the one model run already included in the contract.



- Newspaper ads promoting the town hall meetings running in the Ennis Daily News (\$425) and Waxahachie Daily Light (\$894) over the course of two weeks before the December 3 & 5 meetings (Total amount = \$1,319).
 - This is the only unexpected amount included within the requested total and will be limited to one-time only. Due to the publicity received due to the advertisements placed in the two (2) area newspapers, a total of 75 citizens were able to participate in this thoroughfare plan process. To not have this cost incurred again, staff initiated a database with citizen's contact information after the town hall meetings and will use it to inform citizens for the Spring town hall meetings, the county-wide event, and other status updates throughout the process. Also, staff will use social media and the website to disseminate information to the public.



ANALYSIS:

To date, the consultants have submitted invoices totaling \$38,024.11, or 38.9% of the initial contract amount approved.

Combining the initial contract amount (\$97,675) and the requested amount for the optional and additional services (\$16,309), will bring the overall total to \$113,984. In the past, the range for recent county thoroughfare plans have run between \$100,000 and \$125,000, so this requested increase still falls comfortably within this range. Staff does not anticipate additional monies after this request.



RECOMMENDATION:

Staff recommends approval of funding for optional and additional professional services for the Ellis County Master Thoroughfare Plan Update in an amount not to exceed \$16,309.



ATTACHMENTS:

1. Contract Excerpt



PREPARED, SUBMITTED, AND PRESENTED BY:

Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County

Jodi Platt
Purchasing Manager
Ellis County



ATTACHMENT NO. 1

**Ellis County Long-Range
 Thoroughfare Plan Review and Update**

Summary of Project Effort

A. Plan Input	\$39,389	
Project Management		\$6,166
Data Collection and Compilation		\$7,529
Project Outreach and Meetings		\$23,818
Plan Goals and Objectives		\$1,876
B. Thoroughfare Planning and Development	\$52,450	
Thoroughfare Network Development & Analysis		\$7,496
Transportation Planning		\$15,741
Thoroughfare Plan and Functional Classification		\$5,316
Plan Mapping and Documentation		\$23,897
C. Thoroughfare Plan Public Input & Hearing	\$5,836	
Public Input and Adoption		\$5,836
Total Planning Cost		\$97,675

Optional Additional Services:	Cost per Item
Public Input: Town Hall Meetings (1 meeting location; 3 hrs)	\$3,360
Public Input: County Event (1 meeting location; 4 hrs)	\$1,830
Public Outreach: Project Website	\$5,660
Public Outreach: Project Newsletter/E-Blast	\$1,910
Travel Demand Modeling: TransCADD - Network Modeling (per scenario)	\$6,440
Travel Demand Modeling: Demographics Reallocation (per scenario)	\$3,530

2,2

 THOMSON REUTERS™	<h2 style="margin: 0;">Order Form</h2>	<h2 style="margin: 0;">Order ID: Q-00351368</h2>
Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.		

Account Address
 Account #: 1000282721
 ELLIS COUNTY LAW COURT
 HON JIM CHAPMAN
 109 S JACKSON ST
 WAXAHACHIE TX US

Shipping Address
 Account #: 1000282721
 ELLIS COUNTY LAW COURT
 HON JIM CHAPMAN
 109 S JACKSON ST
 WAXAHACHIE TX US

Billing Address
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This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products See Attachment for details				
Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,196.25	12	%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post-Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

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 are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance Payments marked "paid in full", or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

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.

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

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Applicable Law. 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 non-government entity, 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 United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

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The General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. 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.

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Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> 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.

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Additional Order Form Terms and Conditions

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You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00351368

SIGN HERE

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 1/8/2019.



THOMSON REUTERS

Attachment

Order ID: Q-00351368

Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000282721
SA ID: TX CALIR MSA-WEST(TXMS)

Order Confirmation Contact (#28)

Contact Name: CARLA KNEPPER
Email: carla.knepper@co.ellis.tx.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000282721	ELLIS COUNTY LAW COURT	109 S JACKSON ST WAXAHACHIE TX US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
6	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
6	Attorneys	42077755	Gvt - Analytical Plus for Government
6	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)

Account Contacts			
Contact Name		Email Address	Customer Type Description
CARLA	KNEPPER	carla.knepper@co.ellis.tx.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
41940139	Government Plan 501-525 (Westlaw PRO™)



**Texas DIR Contract No. DIR-LGL- CALIR-02
ADDENDUM**

Subscriber: ELLIS COUNTY LAW COURT

Account #: 1000282721

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the West Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form/Order Notification.** The following provision is amended as follows:

“Applicable Law. This ordering document is made pursuant to Texas DIR Contract No. DIR-LGL-CALIR-02, Option 3 – Custom Packages. This ordering document will be governed by and construed under and in accordance with the laws of the State of Texas.”

Except as expressly provided herein, all other terms and conditions of the West Order Form will remain unchanged. Please have this document executed by an authorized representative

Except as expressly provided herein, all other terms and conditions will remain unchanged.

West Publishing Corporation

Subscriber



Signed _____

Accepted By _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

2.3

ABF CONCRETE, LLC
2213 SHERWOOD DRIVE
ENNIS, TEXAS 75119
469-337-8802

Proposal

Customer

Name ELECTIONS BUILDING
Address 204 E. JEFFERSON STREET
City WAXAHACHIE TX 75165
Phone 972-825-5195

Date 12/10/2018
Order No. ECE-12-01-2018
Rep Adam Fuentes
REVISION #1

Qty	Description	Unit Price	TOTAL
1	CONCRETE ADA PROJECT Saw cut concrete and curbing Demolish concrete and remove subgrade rock Form ADA parking 1:12 slope Place 3/8" rebar @ 12" OCEW Cast and place 4" of 3000 PSI concrete at 28 days Broom finish Clean up work area and haul off spoils Proposal includes all labor, materials and equipment to complete job	\$5,245.00	\$5,245.00
		Subtotal	\$5,245.00
		Taxes State	
		TOTAL	\$5,245.00

Payment Details

- Cash
- Check

Taxes

Empty rectangular box for stamp or signature.

FULL PAYMENT IS DUE IMMEDIATELY UPON RECEIPT OF INVOICE

WHERE QUALITY IS CEMENTED IN OUR WORK

Ellis County Vendor List - Elections Building Concrete

December 13, 2018

#	Company	Contact	Office tel	Cell tel	email	Trade	Notes
1	JC Concrete	Hermanio Aguilon		214-533-9636	'Herman695@sbcglobal.net'	Concrete	\$3,436 Referral from Joseph Jackson
2	Ronco Excavation Inc.	Ronnie Farmer		469-576-8645	<u>jennifer.ronco@aol.com</u>	Concrete	Too small job Referral from Joseph Jackson
3	ABF Concrete LLC	Adam Fuentes		469-337-8802	'Fuentesadam85@gmail.com'	Concrete	\$5,245 Referral from Joseph Jackson
4	Southwest Concrete	Willie Gonzalez		214-732-8742	Guillermo.gonzalez.gg3@gmail.com'	Concrete	\$3,500 verbal Referral from Joseph Jackson. Tom Sulak also has used them.
5	B. Rapp Concrete	Brady Rapp		817-239-0312	<u>lonnierapp@sbcglobal.net</u>	Concrete	\$3,200 Referral from Paul Verheyden

Estimate

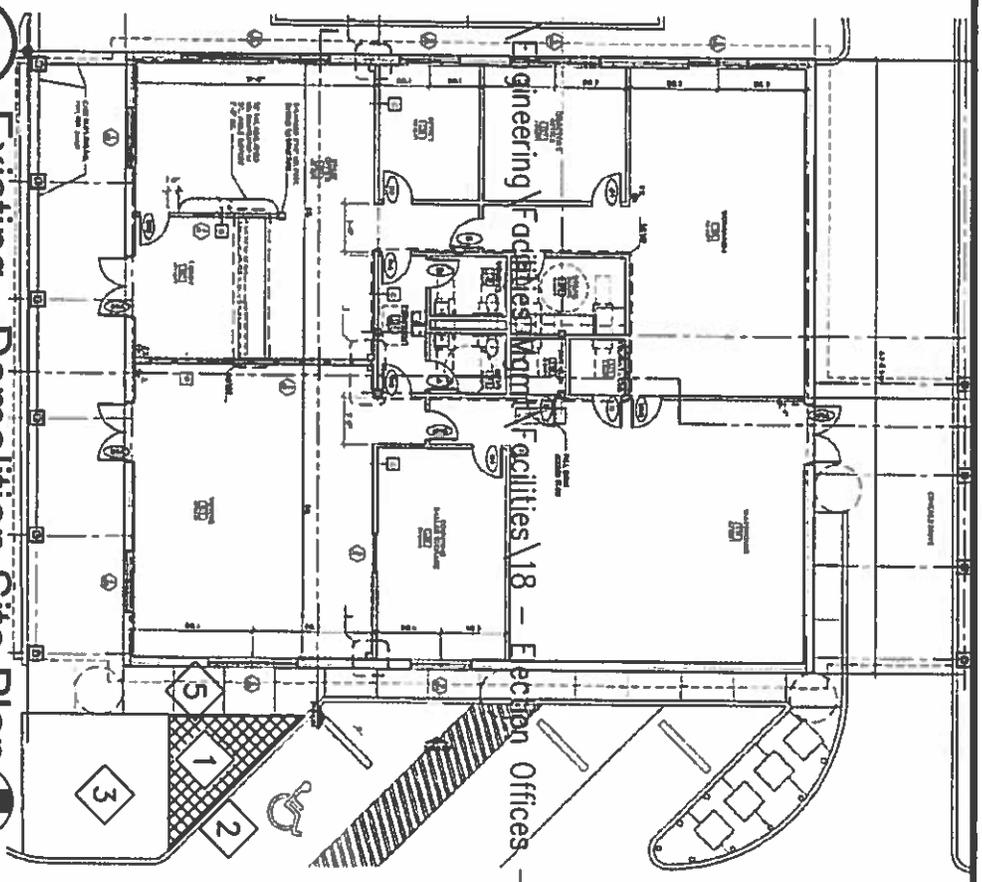
Estimate #	Date
1418	12/7/2018

J.C. Concrete
 4050 Clancey Lane
 Midlothian, TX 76065
 Phone # 214-533-9636
 Fax # 972-775-5187
 E-mail herman695@sbcglobal.net

Name / Address	Ellis County precinct 4 101 W Main St. Suite 304 Waxahachie, Tx 75165
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Project
Total

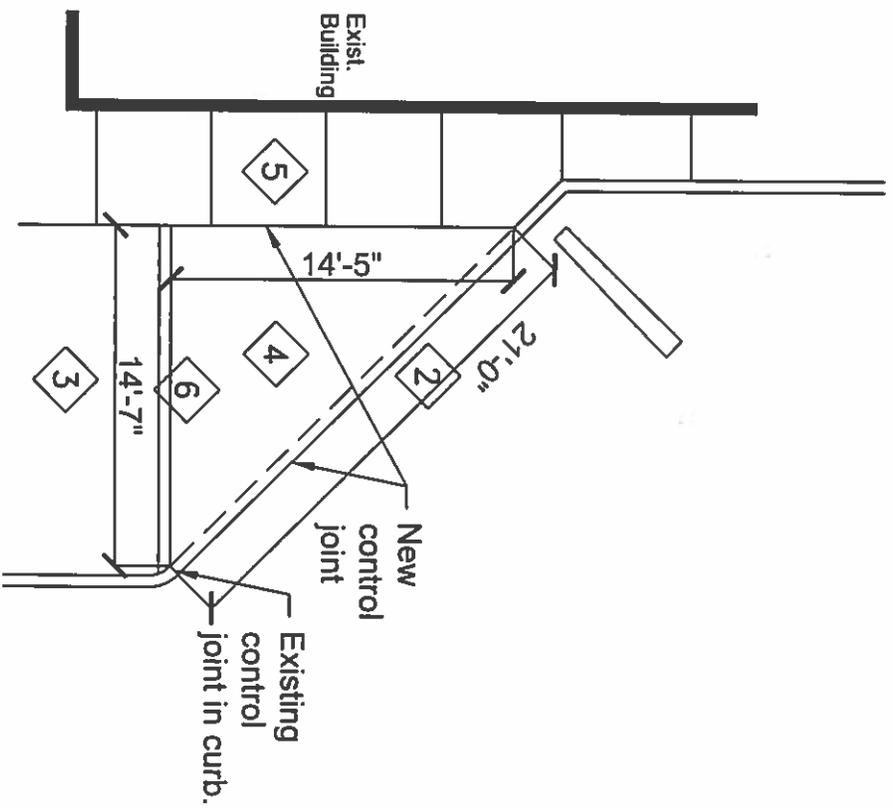
Description	Qty	Rate	Total
Elections Building parking Lot saw cut and demolition approx 21' LF clean up and Haul off Remove all existing grava and Haul off Pour new concrete slab approx. 14' X 13' X 4" Thick with rebar # 3 12" o.c.b.w. 3000 psi concrete 14'7" New curb tie to existing concrete Seal all control Joints	1	986.30	986.30
	1	365.00	365.00
	1	1,800.00	1,800.00
	1	284.30	284.30
Total			\$3,435.60



Existing - Demolition Site Plan

Scale: 1" = 20'-0"

- 1 Remove existing lava rock.
- 2 Remove existing curb +/- 21'-0" long.
- 3 Existing lava rock to remain.
- 4 New concrete. Slope triangular area up to sidewalk at 1:12 max. slope.
- 5 Existing concrete sidewalk.
- 6 New concrete curb.



Proposed Site Plan

Scale: 1/8" = 1'-0"

Construction Notes:

- a. Confirm all dimensions shown in field.
- b. Concrete to be 4" thick 3,000 psi with #3s @ 12" ea. way. Broom finish parallel to dashed line.
- c. All work to meet all city code requirements.
- d. Provide proper base under concrete.

Facility Name: Elections Building
 204 E. Jefferson St.
 Waxahachie, TX.
 Dec. 7, 2018

Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and Ellis County, Texas, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for equal price considerations.

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning November 1, 2018 until November 1, 2020.

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

IHS

Honorable Carol Bush
Ellis County Judge



Robert Baird
President

_____, 2018

10-4, 2018

October 4, 2018

3.4

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

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PALMER goods and services.
- B) The CITY OF PALMER (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 2019.**
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and

(d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this _____ day of _____, 2019.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
CITY OF PALMER

Attest:



Secretary

3.5

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

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF GARRETT goods and services.
- B) The CITY OF GARRETT (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 2019.**
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

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

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

EXECUTED in duplicate this _____ day of _____, 2019.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



Mayor
CITY OF GARRETT

Attest:



Secretary



3.11

61 Inverness Drive, East
Suite 250
Englewood, CO 80112

844-411-RISE
RiseBroadband.com

ENTERPRISE SERVICE ORDER AGREEMENT

Order Date:	November 9, 2018
Account Executive:	Nathan Duran

CUSTOMER INFORMATION	
Company Name:	Ellis County Government Offices
Address Line 1:	Various Locations
Address Line 2:	109 S. Jackson Street
City, State, Zip:	Waxahachie, TX 75165
Main Telephone:	(972)825-5000

BILLING CONTACT	
First/Last Name:	
Telephone/Extension:	
Email Address:	

TECHNICAL CONTACT	
First/Last Name:	Teral Crawford / Jocelyn King
Telephone/Extension:	(214)674-6381 / (214)399-8266
Email Address:	teral.crawford@co.ellis.tx.us



61 Inverness Drive, East
 Suite 250
 Englewood, CO 80112

844-411-RISE
 RiseBroadband.com

SERVICES INFORMATION					
Service Name	Quantity	Service Term (Months)	Monthly Recurring Charges	Non-Recurring Charges	Requested Delivery Date
<u>10mbps x 10mbps Shared Access</u>	7	36	\$560.00	\$0.00	ASAP
<u>25mbps x 25mbps Transport</u>	1	36	\$475.00	\$0.00	ASAP
<u>150mbps x 150mbps DIA – Upgrade</u>	1	36	\$1499.95	\$0.00	ASAP
			Total MRC= \$2534.95	Total NRC= \$0.00	

This Service Order Agreement ("SOA") is by and between Customer, as identified herein, and Skybeam, LLC d/b/a Rise Broadband ("Rise Broadband") for the service(s) identified herein ("Service" or "Services"). This SOA and the Services are bound by the: "BUSINESS GENERAL TERMS AND CONDITIONS"; "ENTERPRISE SERVICE LEVEL AGREEMENT"; "DEDICATED INTERNET ACCESS AGREEMENT"; "ENTERPRISE CLOUD PBX SERVICE AGREEMENT" or "ACTIVEPHONE AND COREVOICE TRUNKS SERVICE AGREEMENT", as applicable; "ACCEPTABLE USE POLICY"; and "OPEN INTERNET STATEMENT" (collectively, the "Agreement") incorporated herein by reference and located at <http://www.risebroadband.com/legal/>, as they may be modified from time to time.

The Initial Term of this SOA shall begin on the date the Service(s) are first made available to Customer (the "Commencement Date") and shall continue for the service term indicated herein (the "Initial Term"). Unless otherwise terminated in accordance with the Agreement, upon completion of the Initial Term or any subsequent Renewal Term, this SOA shall automatically renew for an identical service term at the same MRC (each a "Renewal Term") unless either party provides the other with forty-five (45) days' notice before the end of the then current term of their intent to not renew this SOA.

Customer will pay the Non-Recurring Charges ("NRC") and Monthly Recurring Charges ("MRC"), which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by Rise Broadband including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law.



61 Inverness Drive, East
Suite 250
Englewood, CO 80112

844-411-RISE
RiseBroadband.com

Customer authorizes Rise Broadband to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for Rise Broadband to establish Customer's account and to provide and maintain the Service. Customer will furnish any such executed "letters of agency" to Rise Broadband or its designee as may be required in connection with the Service.

The terms of this SOA are only valid for thirty (30) days from the Order Date set forth on Page 1 and Customer must sign and deliver this SOA, without modification, to Rise Broadband within thirty (30) days of the Order Date, or Rise Broadband may decline to provide the offered Service(s).

The undersigned represents that they are authorized to enter into this SOA on behalf of Customer and Rise Broadband and hereto have duly executed this SOA as of the latest dated signature below.

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

3.12

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF RED OAK

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Red Oak (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 20_____.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
City of Red Oak

Attest:



Deputy
City Secretary

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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

3.13

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND RED OAK INDEPENDENT SCHOOL DISTRICT

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the ROISD goods and services.
- B) The Red Oak Independent School District (hereinafter ROISD) shall be the party receiving the function, goods or service and providing payment for such function, goods and / or services.
- C) ROISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to ROISD.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

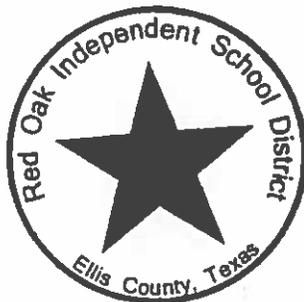
F) ROISD agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 12th day of November, 2018.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



ATTEST:

Melanie Petersen

Melanie Petersen, Board Secretary

John Hawkins
John Hawkins, Board President
RED OAK ISD

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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

3.14

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF OAK LEAF

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Oak Leaf (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this the _____ day of _____, 20_____.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk


MAYOR
City of Oak Leaf

Attest:


City Secretary



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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20 _____.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20 _____.

Signature: _____

Title: _____

On Behalf of: _____

3.15

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF OVILLA

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.
- B) The City of Ovilla (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this the 12 day of NOVEMBER, 2018.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR Richard Dormier
City of Ovilla
DATE: 11/12/2018

Attest:



City Secretary, Pamela Woodall
City of Ovilla



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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 20_____.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF WAXAHACHIE

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY OF WAXAHACHIE goods and services.
- B) The City of Waxahachie (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 19th day of November, 2018.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



City Secretary

Cartwright

M. Ke. Struyff

MAYOR
City of Waxahachie

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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

3.17

INTERLOCAL COOPERATION CONTRACT

BETWEEN

COUNTY OF ELLIS AND WAXAHACHIE INDEPENDENT SCHOOL DISTRICT;

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the WISD goods and services.
- B) The Waxahachie Independent School District (hereinafter WISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) WISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to WISD.

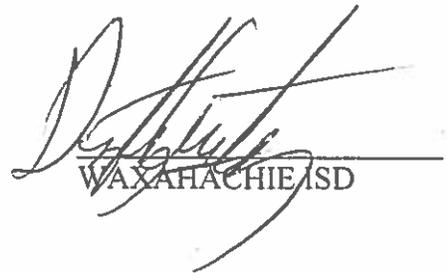
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) ROISD agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 20_____.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

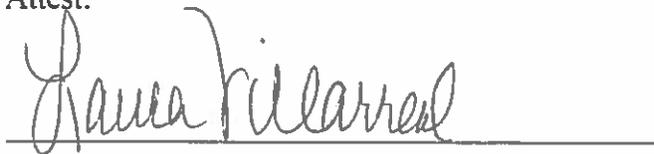
Attest:

Ellis County Clerk



WAXAHACHIE ISD

Attest:



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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____

3.18

INTERLOCAL COOPERATION CONTRACT

BETWEEN

COUNTY OF ELLIS AND CITY OF GLENN HEIGHTS;

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.\
- B) The City of Glenn Heights (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

Attachment #1

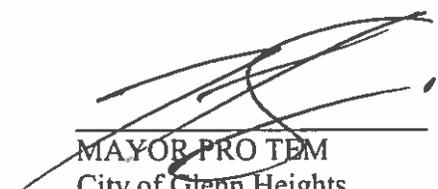
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the ____ day of _____, 2018.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

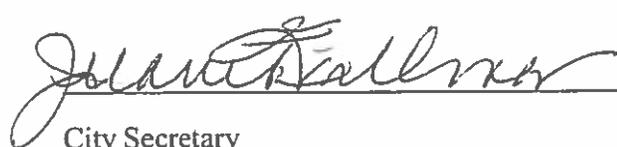
Attest:

Ellis County Clerk



MAYOR PRO TEM
City of Glenn Heights

Attest:



City Secretary

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: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Carol Bush

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

3.19



PRECINCT 2

Quote

Date: November 1, 2018
Invoice # 6

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	City of Alma	Provide Ditch Cleaning			\$1,400.00

Subtotal \$1,400.00
Sales Tax \$0.00
Total \$1,400.00

Quotation prepared by: Lane Grayson, Ellis County Commissioner, Precinct 2

To accept this quotation, sign here and return: _____



PRECINCT 2

3.20

Quote

Date: September 24, 2018
Invoice # 5

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
Lyons Rd	City of Alma	Provide Tree trimming City portion of roadway and clean ditches			
Alma Dr	City of Alma	Provide tree trimming and clean ditches for city portion from county line to paved portion of Alma Dr			

Subtotal	\$4,850.00
Sales Tax	\$0.00
Total	\$4,850.00

Quotation prepared by: Lane Grayson, Ellis County Commissioner, Pct. 2

To accept this quotation, sign here and return:

CITY OF WAXAHACHIE, TEXAS

CONSTRUCTION PLANS FOR:

COLE CREEK TRUNK SEWER CAPITAL IMPROVEMENT PROJECT WW-4

100% REVIEW SET

CITY COUNCIL

- KEVIN STRENGTH, MAYOR
- MARK SINGLETON, MAYOR PRO-TEM
- CHUCK BEATTY
- DAVID HILL
- MARY LOU SHIPLEY

CITY MANAGER

MICHAEL SCOTT

ASSISTANT CITY MANAGER

EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES

TOMMY LUDWIG

DIRECTOR OF UTILITIES

DAVID BAILEY

CITY ENGINEER

JAMES GAERTNER, P.E. CFM

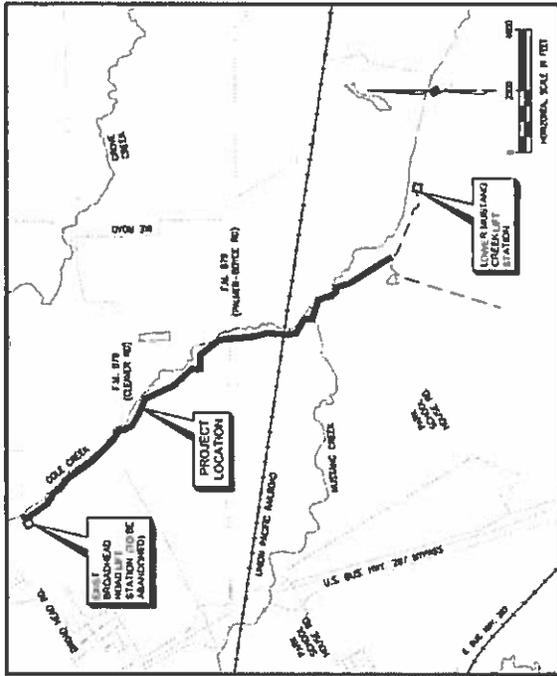
May 2018



PLEASE DO NOT SCALE THESE PLANS FOR CONSTRUCTION. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

Prepared by:
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
11011 Greenbriar Ave., Suite 101
Dallas, Texas 75243
Phone: 214-561-7900

These plans and the work contemplated hereon are prepared for the use of the City of Waxahachie, Texas, and are not to be used for any other purpose without the express written consent of Birkhoff, Hendricks & Carter, L.L.P. The City of Waxahachie, Texas, is not responsible for any errors or omissions in these plans or for any consequences arising therefrom.



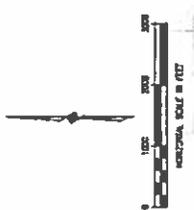
VICINITY MAP

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
01	VICINITY MAP & SHEET INDEX
02	PROPERTY STRIP MAP
03	LET MAP & FLOW DESIGN LOCATIONS
04	GENERAL PROJECT NOTES
05	PLAN AND PROFILE: STA. 0+00 TO STA. 10+00
06	PLAN AND PROFILE: STA. 10+00 TO STA. 20+00
07	PLAN AND PROFILE: STA. 20+00 TO STA. 30+00
08	PLAN AND PROFILE: STA. 30+00 TO STA. 40+00
09	PLAN AND PROFILE: STA. 40+00 TO STA. 50+00
10	PLAN AND PROFILE: STA. 50+00 TO STA. 60+00
11	PLAN AND PROFILE: STA. 60+00 TO STA. 70+00
12	PLAN AND PROFILE: STA. 70+00 TO STA. 80+00
13	PLAN AND PROFILE: STA. 80+00 TO STA. 90+00
14	PLAN AND PROFILE: STA. 90+00 TO STA. 100+00
15	PLAN AND PROFILE: STA. 100+00 TO STA. 110+00
16	PLAN AND PROFILE: STA. 110+00 TO STA. 120+00
17	PLAN AND PROFILE: STA. 120+00 TO STA. 130+00
18	PLAN AND PROFILE: STA. 130+00 TO STA. 140+00
19	PLAN AND PROFILE: STA. 140+00 TO STA. 150+00
20	PLAN AND PROFILE: STA. 150+00 TO STA. 155+14.64
21	STA. SLOPE LINE "Y" PLAN AND PROFILE: STA. 0+00 TO STA. 148+78
22	BROADHEAD ROAD LIFT STATION ABANDONMENT PLAN & DETAILS
23	BROADHEAD ROAD LIFT STATION ABANDONMENT SECTION
24	LIFT STATION FORCE MAIN ABANDONMENT LOCATION MAP
25	COLE CREEK PHYSICAL PLAN
26-28	UNUSUAL/CONSTRUCTION DETAILS
29-37	EXCESSION CONTROL PLAN
38	EXCESSION CONTROL DETAILS

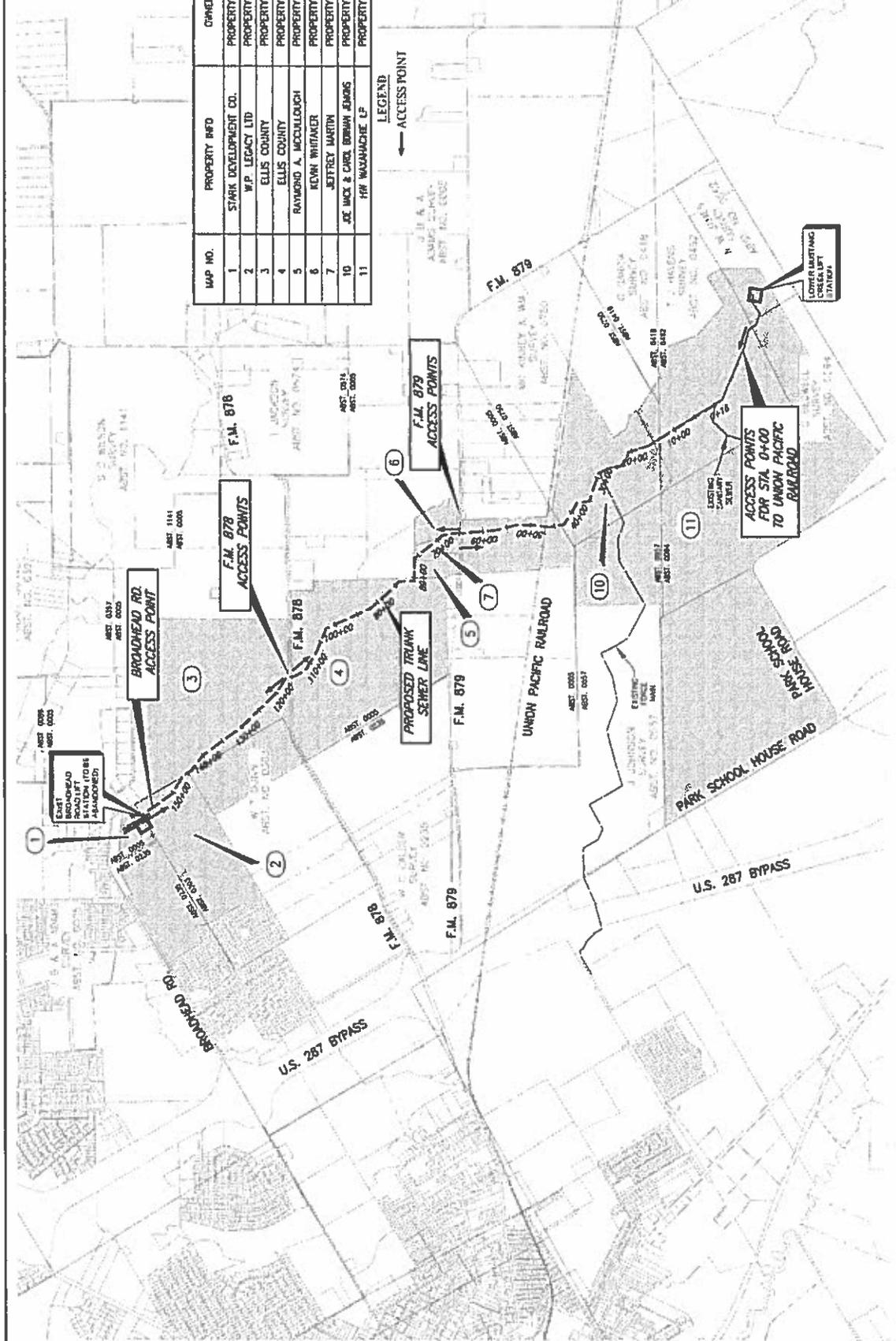
WAXAHACHIE PROJECT NO. 18-003

3.21
3.22



MAP NO.	PROPERTY INFO	OWNER NAME/ADDRESS
1	STARK DEVELOPMENT CO.	PROPERTY ID: 259897, D.A.E.C.I.
2	W.P. LEGACY LTD	PROPERTY ID: 266889, D.A.E.C.I.
3	ELLIS COUNTY	PROPERTY ID: 194448, D.A.E.C.I.
4	ELLIS COUNTY	PROPERTY ID: 193411, D.A.E.C.I.
5	RAYMOND A. MCCULLOUGH	PROPERTY ID: 197845, D.A.E.C.I.
6	KEVIN WHITAKER	PROPERTY ID: 202393, D.A.E.C.I.
7	JEFFREY MARTIN	PROPERTY ID: 198407, D.A.E.C.I.
10	ACE WICK & CAROL BROWN JEWINS	PROPERTY ID: 178998, D.A.E.C.I.
11	FBI WOUACHICHE LP	PROPERTY ID: 180382, D.A.E.C.I.

LEGEND
 ← ACCESS POINT



CITY OF WAXAHACHIE, TEXAS
 COLE CREEK TRUNK SEWER
 PROPERTY OWNER MAP AND
 PROPOSED TRUNK SEWER ALIGNMENT OVERVIEW
 & PROJECT ACCESS POINTS

DATE: 05/11/18
 TIME: 10:00 AM
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TYPE: Final Plan
 110 W. Franklin Ave., Suite 402
 Dallas, Texas 75241 (214) 341-7400

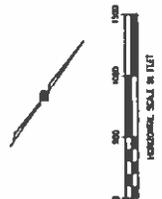
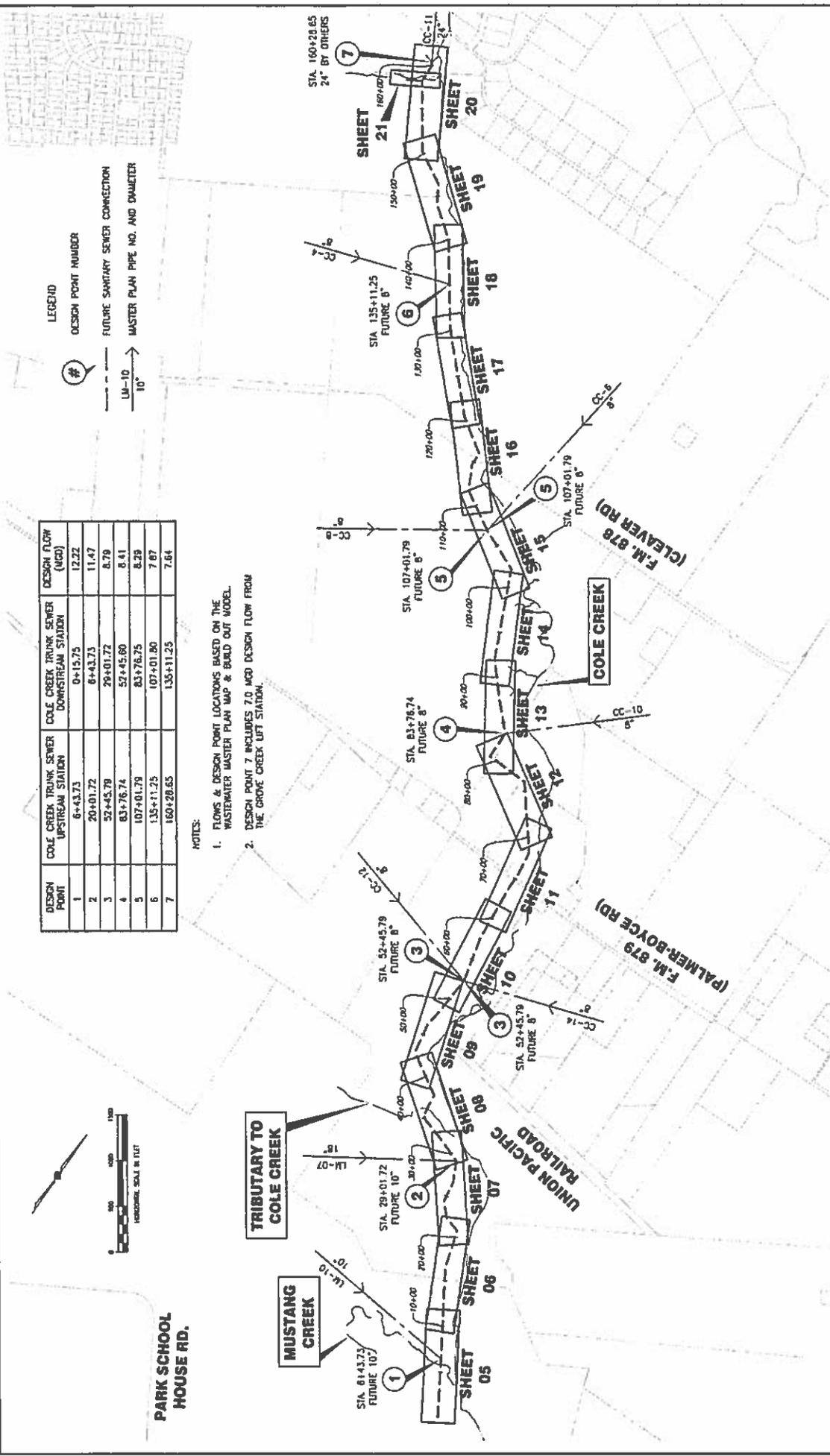
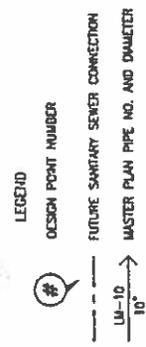
PROJECT NO. 18-0001
 SHEET NO. 02

DATE: 05/11/18
 TIME: 10:00 AM
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN

DESIGN POINT	COLE CREEK TRUNK SEWER UPSTREAM STATION	COLE CREEK TRUNK SEWER DOWNSTREAM STATION	DESIGN FLOW (MGD)
1	6+43.73	0+15.75	12.22
2	20+01.72	6+43.73	11.47
3	52+45.79	20+01.72	8.79
4	83+76.74	52+45.80	8.41
5	107+01.79	83+76.75	8.29
6	135+11.25	107+01.80	7.87
7	160+28.65	135+11.25	7.64

NOTES:

1. FLOWS & DESIGN POINT LOCATIONS BASED ON THE WASTEWATER MASTER PLAN MAP & BUILD OUT MODEL.
2. DESIGN POINT 7 INCLUDES 7.0 MGD DESIGN FLOW FROM THE GROVE CREEK LIFT STATION.



CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER KEY MAP & FLOW DESIGN LOCATIONS		SHEET NO 03
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TYPE: New Sewer; TBALS Firm No. 10018180 11414 Cornerstone Ave., Suite 400 Dallas, Texas 75243 (214) 341-7800		DATE ASSIGNED FOR DESIGN: 08/11/2011 DATE FOR REVIEW: 08/11/2011 DATE FOR CONSTRUCTION: 08/11/2011 DATE FOR TREATMENT: 08/11/2011
PROJECT NO 2011-181		SHEET NO 03
MAY 2019		DATE FOR REVIEW: 08/11/2011
PLotted BY: COMANDOR ON 4/27/2018		PLotted BY: COMANDOR ON 4/27/2018

REVISION: 2/14/18 - 1247028 11/19/2018 (See Cover from Sheet 0001) 1101 Rev. 04/04/18

GENERAL PROJECT NOTES (NO SEPARATE PAY ITEMS)

1. PIPES SHALL BE STOCKED AND REPLACED TO A MINIMUM DEPTH OF 6 INCHES. EXCESS DEPTH SHALL BE CALLED OUT ON PLANS AT CHANNEL CROSSINGS. THE CONTRACTOR SHALL FURNISH & INSTALL PAVED EROSION CONTROL BLANKETS. EROSION CONTROL BLANKETS SHALL BE PROPERLY LAMINATED TO PREVENT EROSION CONTROL BLANKETS ARE SUBSIDIARY TO CONSTRUCTION OF PIPE.
2. PAVED GRASS SHALL NOT CONTAIN ANY MORE ROCK OR OTHER THAN THE SURROUNDING UNDISTURBED GROUND & ROCK SHALL NOT EXCEED 2" ANY FENCES DAMAGED OR REMOVED BY CONSTRUCTION ACTIVITIES NOT NOTED ON PLANS SHALL BE REPLACED WITH A FENCE OF EQUAL OR SUPERIOR QUALITY AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL HORIZONTAL AND VERTICAL CONSTRUCTION STAKES INCLUDING CUT STAKES AS REQUIRED FOR THE PROJECT DEVELOPMENT. CONTRACTOR SHALL MARK THE CENTERLINE OF PIPE LOCATION ON THE GROUND AHEAD OF EXCAVATION.
4. CONTRACTOR SHALL COORDINATE TRUCKS WITH THE OWNER IN ADVANCE TO UNBLOCK THE CORRIDOR OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS, LABOR, EQUIPMENT AND APPURTENANCES REQUIRED TO COMPLETE TRUCKS MAJOR UTILITY CROSSING AND COST SHALL BE CONSIDERED SUBSEQUENT TO THE PIPE INSTALLATIONS.
5. CONTRACTOR SHALL RESTORE THE CASING AND CONSTRUCTION AREAS SO THAT NO MORE THAN 500 FEET OF THE CONSTRUCTION IS NOT RESTORED. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY MATERIALS, EQUIPMENT AND APPURTENANCES NECESSARY TO RESTORE THE PROJECT.
6. CONTRACTOR SHALL LOCATE ALL UTILITY SYSTEM COMPONENTS IN THE CONSTRUCTION AREA AND REPLACE WITH INTERLIMS AND WORKMANSHIP FROM THE ORIGINAL RECORD DRAWINGS. CONTRACTOR SHALL RESTORE ALL UTILITIES TO ORIGINAL CONDITIONS AND SHALL BE RESPONSIBLE FOR THE AFTER CONSTRUCTION ACTIVITY HAS BEEN COMPLETED ON EACH PROPERTY TO ENSURE THE STATED EXCAVATION IS ACCEPTABLE TO THE OWNER.
7. CONTRACTOR SHALL VERIFY THE PLANS SPECIFY REMOVAL AND REPLACEMENT OF ASPHALT OR CONCRETE PAVEMENT AND COST SHALL BE SUBORDINATE TO PAVEMENT REPLACEMENT.
8. BETWEEN STA. 0+100 AND STA. 28+182, THE CONTRACTOR SHALL UTILIZE TRENCH BOXES AND SHORING AS REQUIRED TO PROTECT THE EXIST. 14-INCH FORCE MAIN.
9. ALL PORTIONS OF PAVEMENT DAMAGED BY CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITIONS ACCORDING TO THE STANDARD SPECIFICATIONS AND PROCEDURES OF THE CITY, COUNTY OR STATE ENTITY HAVING JURISDICTION OF THE PARTICULAR WORK. ALL AREAS OF PAVEMENT REPAIR SHALL BE REPAIRED AFTER SHORING IS REMOVED. DIRECT PAYMENT WILL NOT BE MADE FOR SUCH WORK. ANY DAMAGE OUTSIDE THE LIMITS ON THE PLANS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
10. THE CONSTRUCTION ZONE SHALL BE KEPT WITHIN THE EXISTING RIGHT-OF-WAY AND PERMANENT EASEMENTS AS SHOWN IN THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMISSIONS FOR USE OF PROPERTY AS NEEDED OTHER THAN THE PERMITTED CONSTRUCTION ZONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND THE COST SHALL BE CONSIDERED AS SUBORDINATE TO THE APPROPRIATE SO THAT THE CONSTRUCTION ZONE IS MAINTAINED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY APPURTENANCES OUTSIDE THE AREAS SHOWN ON THE PLANS TO THE SATISFACTION OF THE OWNER. ANNUAL VEGETATION WILL NOT BE ACCEPTED AS PERMANENT STABILIZATION.
11. THE CONTRACTOR SHALL RESTORE ORIGINAL GRADE AND PREVENTY ROUNDOFF OF STORM WATER RUNOFF ON ALL GROUND DISTURBED BY CONSTRUCTION ACTIVITIES UNLESS OTHERWISE SHOWN ON THE PLANS.
12. DO NOT REMOVE ANY TREES LARGER THAN 6 INCHES IN DIAMETER UNLESS THE REMOVAL IS NECESSARY FOR THE PROGRESS OF THE PROJECT. THE CITY OF WAXAHACHIE WILL TAKE A DECISION ON CAPPED OR REMOVED TREES AS NECESSARY UNDER OWNER'S SUPERVISION WITH APPROVAL OF CITY OF WAXAHACHIE.
13. ALL CUT LIMBS OVER 1 INCH IN DIAMETER SHALL BE PAINTED WITH FIVE GALLONS OF WHITE PAINT IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED IN THE AREA.
14. CONTRACTOR SHALL REPLACE AT HIS OWN EXPENSE ANY TREES OVER 6 INCHES IN DIAMETER THAT ARE REMOVED OR DESTROYED OUTSIDE THE PERMITTED EASEMENT WITHOUT WRITTEN PERMISSION OF THE CITY OF WAXAHACHIE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY TREES TO REMAIN WITHIN THE PERMITTED EASEMENT.
15. CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES SUPERSEDED BY THE CONSTRUCTION TO DETERMINE IF IT IS NECESSARY TO CHANGE OR MOVE THE UTILITY. THE PROGRESS OF THE WORK WILL NOT BE DELAYED. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GAS LINES, WATER, OPTIC CABLES, AND OTHER UTILITIES AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SERVICE LINES, CROSSING OR EXPOSED BY HIS CONSTRUCTION OPERATIONS. WHERE EXISTING SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPLACE THE SERVICE LINES WITH THE SAME TYPE AS THE ORIGINAL CONSTRUCTION OR SUPERIOR AT HIS SOLE EXPENSE.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE PROTECTION FOR EXISTING STORM WATER RUNOFF FROM EXISTING THE TRENCH DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE EROSION CONTROL, SLOTTED CURBS AND SHALL BE RESPONSIBLE FOR THE CONTROL OF OVERSIZING AND SURFACE WATER AS NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL INSTALL AND MAINTAIN PUMPS, WELLPOINTS, BELLOWS COLLECTION SYSTEMS, AND OTHER DEVICES AS NECESSARY TO MAINTAIN A STABLE AND DRY EXCAVATION AND TRENCH. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY PROBLEMS THAT MAY OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF SURFACE WATER OR OVERSIZING, BUT SUCH COMPENSATION WILL BE CONSIDERED SUBORDINATE TO THE PIPE INSTALLATION.
18. CONTRACTOR SHALL PROVIDE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ALL APPURTENANCES WHICH COMPLY WITH THE LATEST I.C.E.G. CITY OF WAXAHACHIE AND T.P.A. SWPPP REGULATIONS. CONTRACTOR SHALL SUBMIT NOTICE OF ADEQUATE PROTECTION TO THE CITY OF WAXAHACHIE PRIOR TO 10:00 AM, MONDAY, 14, 2018. NO SWPPP SHALL BE SUBMITTED TO OWNER AND T.P.A. A MINIMUM OF 14 DAYS PRIOR TO BEGINNING AND OPERATING.
19. ALL BACKFILL SHALL BE COMPACTED TO EXIST STANDARD PROCTOR DENSITY ADJACENT TO OR UNDER PAVEMENT OR DRIVEWAYS AND SHALL BE REPLACED TO EXISTING GRADE UNLESS OTHERWISE SHOWN.
20. EXISTING CONCRETE FENCES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THIS PROJECT IN ACCORDANCE WITH THE LATEST VERSION OF THE IT&AS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY THE TPOIT PERMITS FOR CONSTRUCTION WITHIN STATE RIGHT-OF-WAY.
21. EXISTING UTILITY SYSTEMS SHALL BE INSTALLED AS NECESSARY TO SUPPORT THE SLOTT OF TRENCHES, OTHER EXCAVATION AND EXISTING UTILITIES WHERE REQUIRED BY CURRENT CITY REGULATIONS.

GENERAL PROJECT NOTES (CONTINUED)

22. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL HORIZONTAL AND VERTICAL CONSTRUCTION STAKES INCLUDING CUT STAKES AS REQUIRED FOR THE PROJECT DEVELOPMENT. CONTRACTOR SHALL MARK THE CENTERLINE OF PIPE LOCATION ON THE GROUND AHEAD OF EXCAVATION.
23. CONTRACTOR SHALL COORDINATE TRUCKS WITH THE OWNER IN ADVANCE TO UNBLOCK THE CORRIDOR OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS, LABOR, EQUIPMENT AND APPURTENANCES REQUIRED TO COMPLETE TRUCKS MAJOR UTILITY CROSSING AND COST SHALL BE CONSIDERED SUBSEQUENT TO THE PIPE INSTALLATIONS.
24. CONTRACTOR SHALL RESTORE THE CASING AND CONSTRUCTION AREAS SO THAT NO MORE THAN 500 FEET OF THE CONSTRUCTION IS NOT RESTORED. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY MATERIALS, EQUIPMENT AND APPURTENANCES NECESSARY TO RESTORE THE PROJECT.
25. CONTRACTOR SHALL LOCATE ALL UTILITY SYSTEM COMPONENTS IN THE CONSTRUCTION AREA AND REPLACE WITH INTERLIMS AND WORKMANSHIP FROM THE ORIGINAL RECORD DRAWINGS. CONTRACTOR SHALL RESTORE ALL UTILITIES TO ORIGINAL CONDITIONS AND SHALL BE RESPONSIBLE FOR THE AFTER CONSTRUCTION ACTIVITY HAS BEEN COMPLETED ON EACH PROPERTY TO ENSURE THE STATED EXCAVATION IS ACCEPTABLE TO THE OWNER.
26. CONTRACTOR SHALL VERIFY THE PLANS SPECIFY REMOVAL AND REPLACEMENT OF ASPHALT OR CONCRETE PAVEMENT AND COST SHALL BE SUBORDINATE TO PAVEMENT REPLACEMENT.
27. BETWEEN STA. 0+100 AND STA. 28+182, THE CONTRACTOR SHALL UTILIZE TRENCH BOXES AND SHORING AS REQUIRED TO PROTECT THE EXIST. 14-INCH FORCE MAIN.

SANITARY SEWER NOTES

1. SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF WAXAHACHIE, SPECIFICATIONS AND CODES.
2. STANDARD MANHOLE FRAMES AND 30" DIAMETER COVERS SHALL BE MANUFACTURED BY CERTAINTED CORPORATION.
3. 4500 P.S.I. CONCRETE SHALL BE USED FOR ALL MANHOLES.
4. USE ONLY A NON-SHEAR COUPLING FOR PIPE CONNECTIONS.
5. WHEN THE TRENCH WIDTH EXCEEDS 5 FEET IN DEPTH, THE CONTRACTOR SHALL MEET OR EXCEED THE O.S.H.A. STANDARDS FOR TRENCH SAFETY.
6. ALL SEWER LINES CROSSING POTABLE WATERLINES SHALL BE AS SHOWN IN THE PLANS AND MEET CURRENT TRENCH REQUIREMENTS.
7. 6-INCH THROUGH 12-INCH PIPES IN DIAMETER SHALL BE IN ACCORDANCE WITH ASTM D2239 WITH A MINIMUM SIZE OF 15. PIPES 15-INCHES IN DIAMETER THROUGH 27-INCH PIPES IN DIAMETER SHALL BE IN ACCORDANCE WITH F484 & F478.
8. MANHOLES SHALL BE CAST IN PLACE OR PRECAST. ALL MANHOLES SHALL BE WELDED TIGHT. ALL RING AND COVERS SHALL INCLUDE AN INTRINSIC CORRUPT SOIL.
9. ALL PIPE OPENINGS IN MANHOLES SHALL INCLUDE COMPANIES WITH "O" RING RUBBER GASKETS.
10. STUBBOUS COUPLERS OF MANHOLES SHALL BE FITTED WITH A STOPPER AND GAS STOPBOUS SHALL BE A MINIMUM OF 5 FEET FROM MANHOLE AND BE SEPARATED BY A CONCRETE CHAMBER.
11. ALL MANHOLE INTERIORS SHALL INCLUDE ANTI-SLIP LAYER OR APPROVED EQUIV.
12. ALL SANITARY SEWER PIPE SHALL BE TESTED (PER AGENCY SPEC) AFTER CONSTRUCTION. TESTING SHALL INCLUDE PRESSURE TESTING, WATER TEST (TRENCH) AND CAMERA INSPECTION. CAMERA INSPECTION SHALL BE COMPLETED IN THE PRESENCE OF CITY REPRESENTATIVE. THE ORIGINAL AND COPIES OF ALL TESTING REPORTS SHALL BE TURN TO THE CITY AT THE COMPLETION OF INSPECTION.
13. THE CONTRACTOR SHALL PROVIDE THE CITY OF WAXAHACHIE CONSTRUCTION INSPECTORS WITH COPIES OF ALL TESTING REPORTS INCLUDING BUT NOT LIMITED TO WCLM AND TRENCH TESTS FOR ALL PROPOSED IMPROVEMENTS.
14. MANHOLES SHALL BE WCLM TESTED IN THE PRESENCE OF THE CITY REPRESENTATIVE.
15. AT LOCATIONS WHERE THE PROPOSED SANITARY SEWER CROSSES UNDER EXISTING UTILITY CABLES OR PIPES, THE CONTRACTOR IS RESPONSIBLE FOR SUPPORTING AND PROTECTING THE EXISTING UTILITY FACILITIES DURING INSTALLATION OF THE PROPOSED PIPELINE. THE CONTRACTOR MAY, AT HIS OWN EXPENSE, INSTALL THE PROPOSED PIPELINE BY OTHER THAN OPEN CUT MEANS UNDER THE EXISTING UTILITY FACILITIES.
16. THE COST OF ALL PIPELINE FITTINGS SHALL BE SUBORDINATE TO THE PIPELINE.

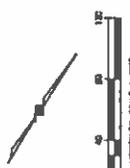
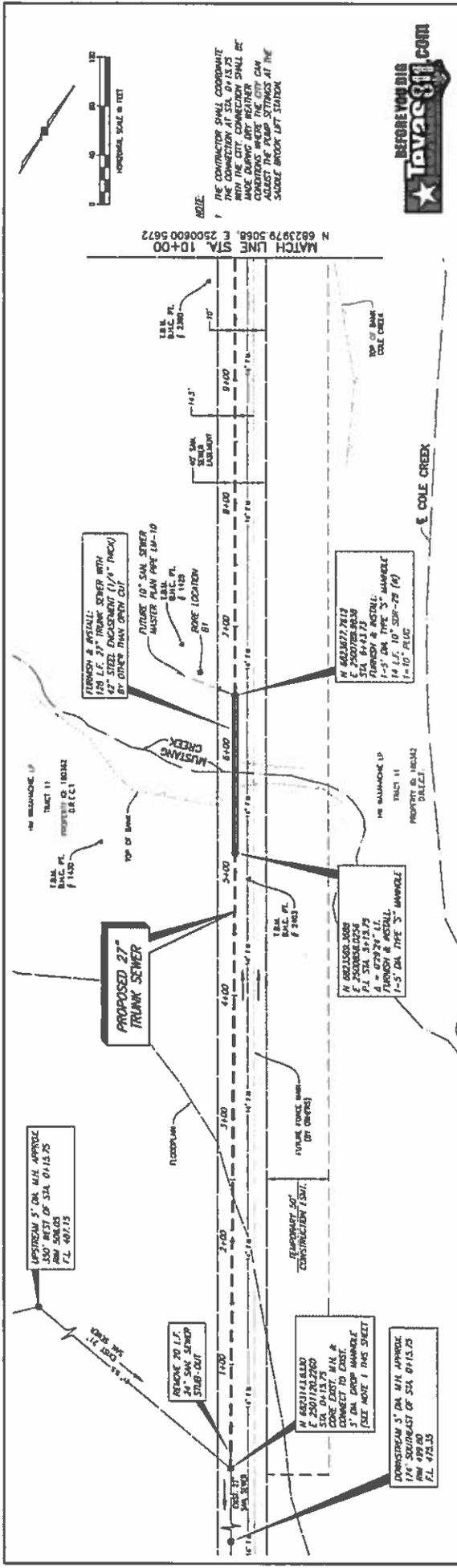
BASES OF CONCRETE CONCERN
 BASIS OF CONCRETE CITED IN
 THESE PLANS ARE BASED ON
 THE FOLLOWING SPECIFICATIONS:
 CONCRETE, STRUCTURAL AND ALL
 TEXAS NORTH CENTRAL ZONE
 4107

	<p>CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER</p>	<p>PROJECT NO. 2017-181</p>	<p>SHEET NO. 04</p>
<p>GENERAL PROJECT NOTES</p>		<p>DATE: May 2018</p>	
<p>SCALE: AS SHOWN</p>		<p>DATE: May 2018</p>	
<p>DATE: May 2018</p>		<p>DATE: May 2018</p>	

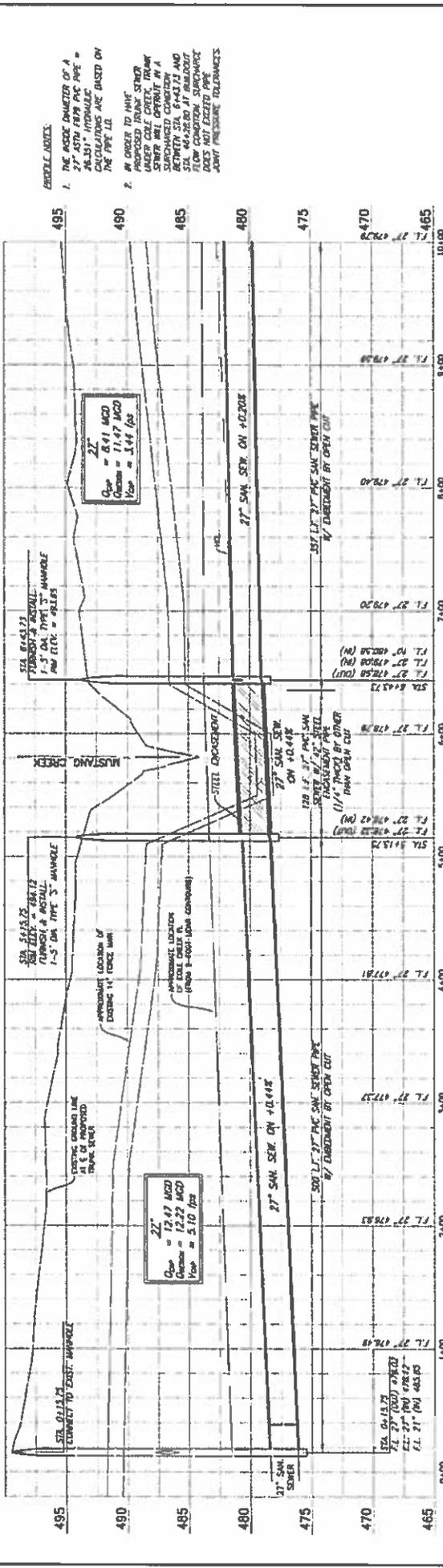
THESE PLANS AND SPECIFICATIONS ARE
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 CARTER, L.L.P. AND SHALL REMAIN THE
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 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE WRITTEN PERMISSION OF BIRKHOFF
 HENDRICKS & CARTER, L.L.P.

BIRKHOFF HENDRICKS & CARTER, L.L.P.
 PRACTICING ENGINEERS
 11916 Lantana Ave., Suite 400
 Dallas, Texas 75243 (214) 341-7300

DATE: May 2018
 DATE: May 2018
 DATE: May 2018
 DATE: May 2018

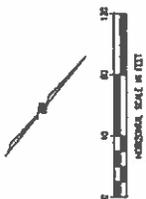


NOTE:
 1. THE CONTRACTOR SHALL COORDINATE WITH THE CITY. CONNECTIONS SHALL BE MADE DURING CITY REGULAR MEETINGS WHERE THE CITY CAN PROVIDE COMMENTS AT THE STREET BRICK LAY OUT.

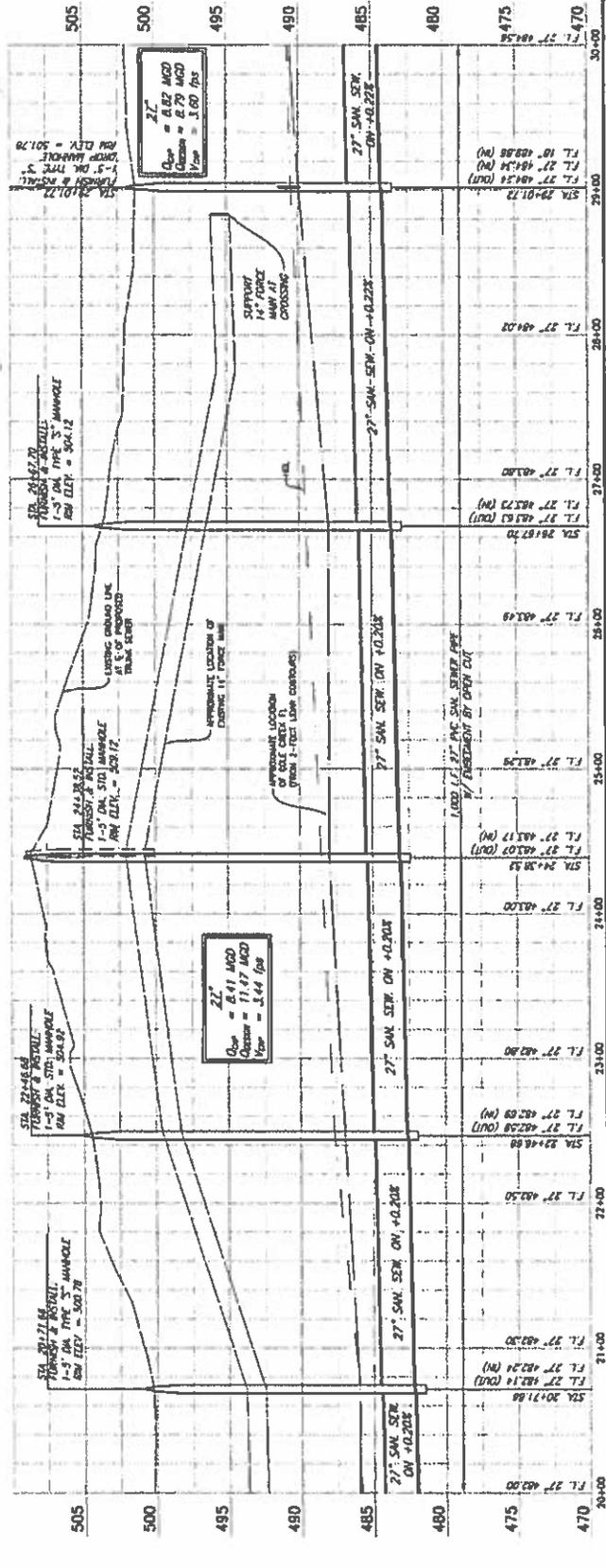
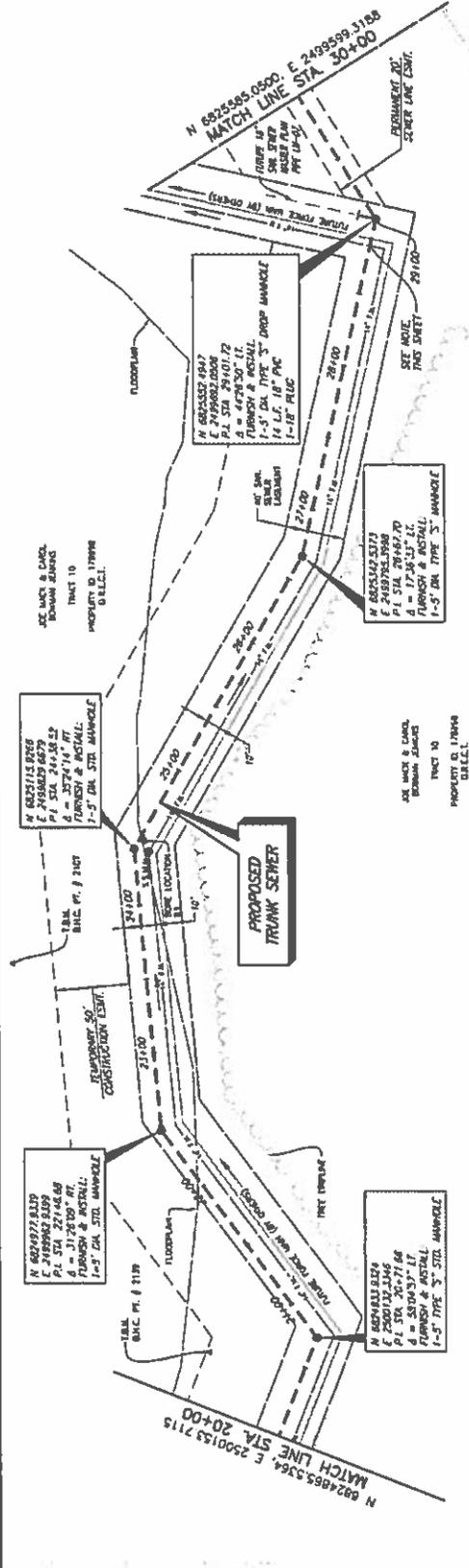


THESE RECORDS ARE THE PROPERTY OF THE ENGINEER AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. DATE: MAY 2018.		CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER PLAN AND PROFILE STA. 0+00 TO STA. 10+00 PLotted BY: COMBORG ON 6/27/2018
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS 11410 Mustang Ave., Suite 400 Dallas, Texas 75243 (214) 361-3600		
SHEET NO. 2018-101	DATE May 2018	SHEET NO. 05

1. THE SLOPE CALCULATED OF A 27" DIA. 27" PVC PIPE = 0.44% (0.44' PER 100'). CALCULATIONS ARE BASED ON THE PIPE IS IN ORDER TO MAINTAIN UNDER COLE CREEK TRUNK SEWER WITH DEPTH IN A TRENCH BETWEEN STA. 6+15.75 AND STA. 4+15.75 AT BULDOZER FLOW CONDITION. SURFACE FLOW AND SEWER TOLERANCES 400' MINIMUM TOLERANCES.

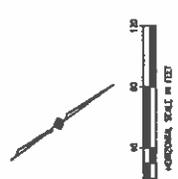


NOTE:
 CONTRACTOR SHALL FIELD LOCATE
 EXISTING 14" FORCE MAIN AT 27" SAN
 SEWER LOCATIONS. CONTRACTOR SHALL
 SUBMIT METHOD OF SUPPORT 27" SEWERS
 PRIOR TO MAKING CROSSING TO THE CITY
 FOR REVIEW AND APPROVAL. ALL COSTS
 FOR LOCATING AND SUPPORTING EXISTING
 14" FORCE MAIN SHALL BE BORNE BY THE
 CONTRACTOR OF THE 27" SAN SEWER.

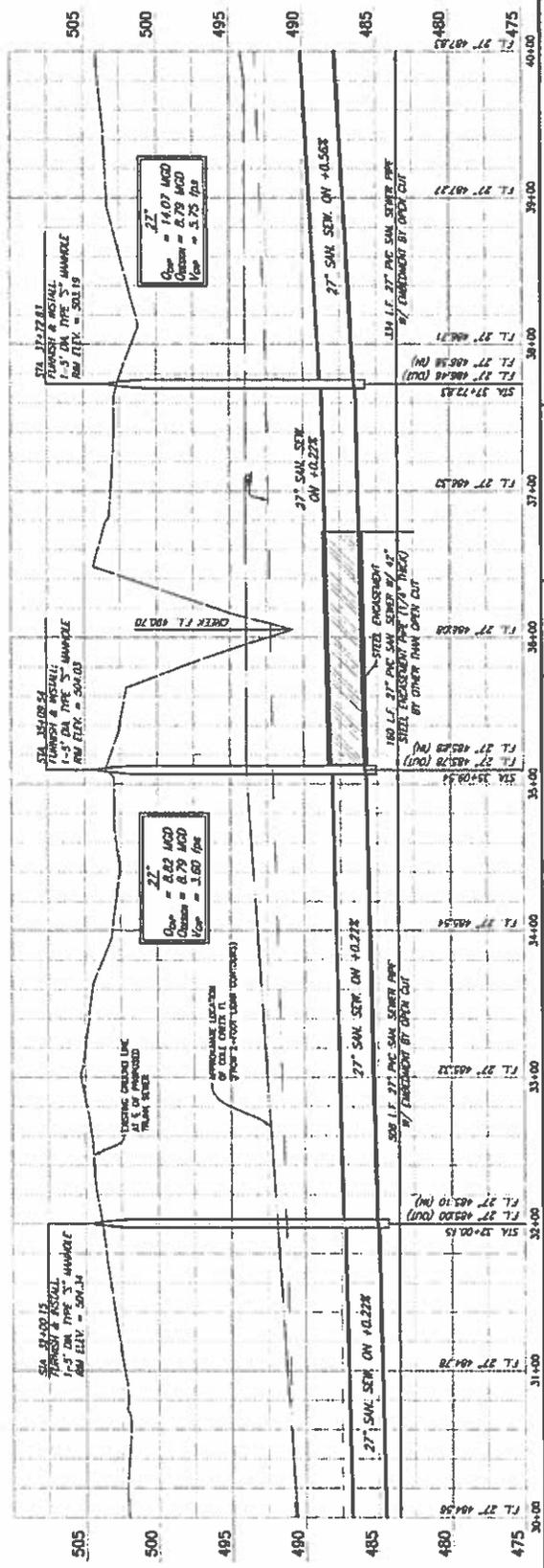
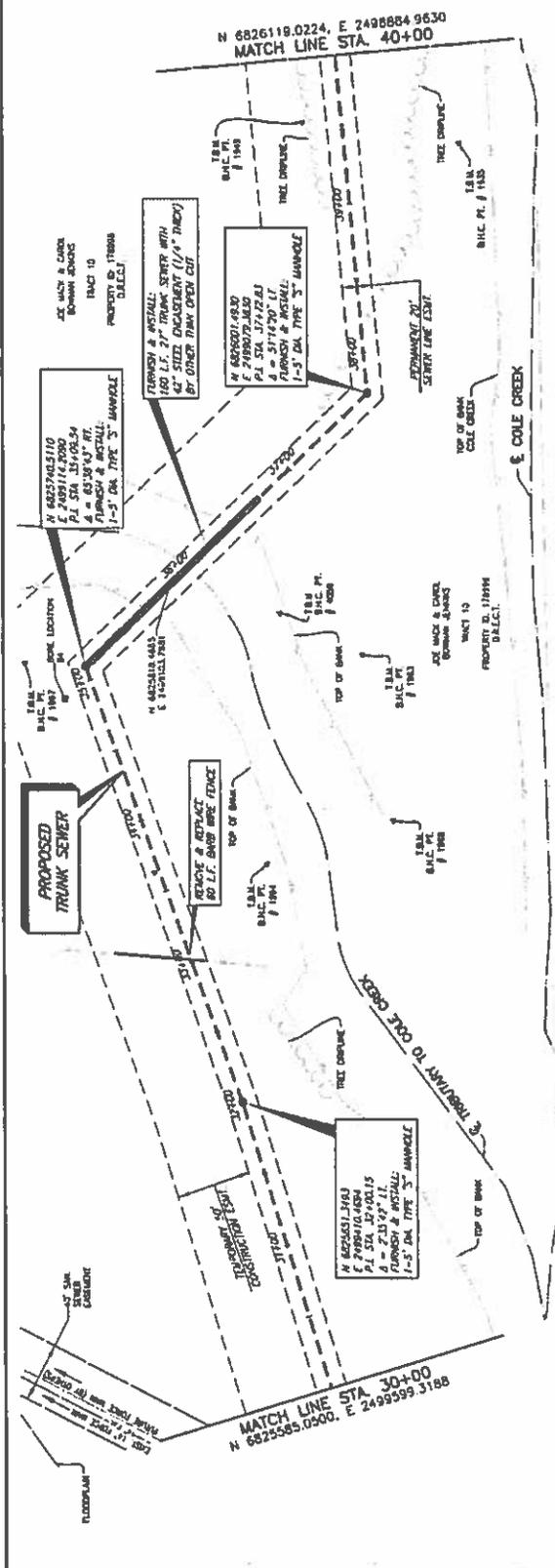


CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER PLAN AND PROFILE STA. 20+00 TO STA. 30+00		SHEET NO 07
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TDPL Form No. 576; TDPLS Form No. 14101800 11916 Greenbark Ave., Suite 420 Dallas, Texas 75243 (214) 361-3640		DATE: May 2018 DRAWN BY: [Name]
THIS DRAWING IS FOR REVIEW ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION.		PROJECT NO 2017-181 DATE May 2018

REVISED 3/22/18 - CORRECTED 14" FORCE MAIN CROSSING AT STA. 20+00 TO STA. 20+00
 PLANT SCALE 1"=10'-0"



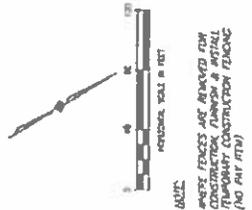
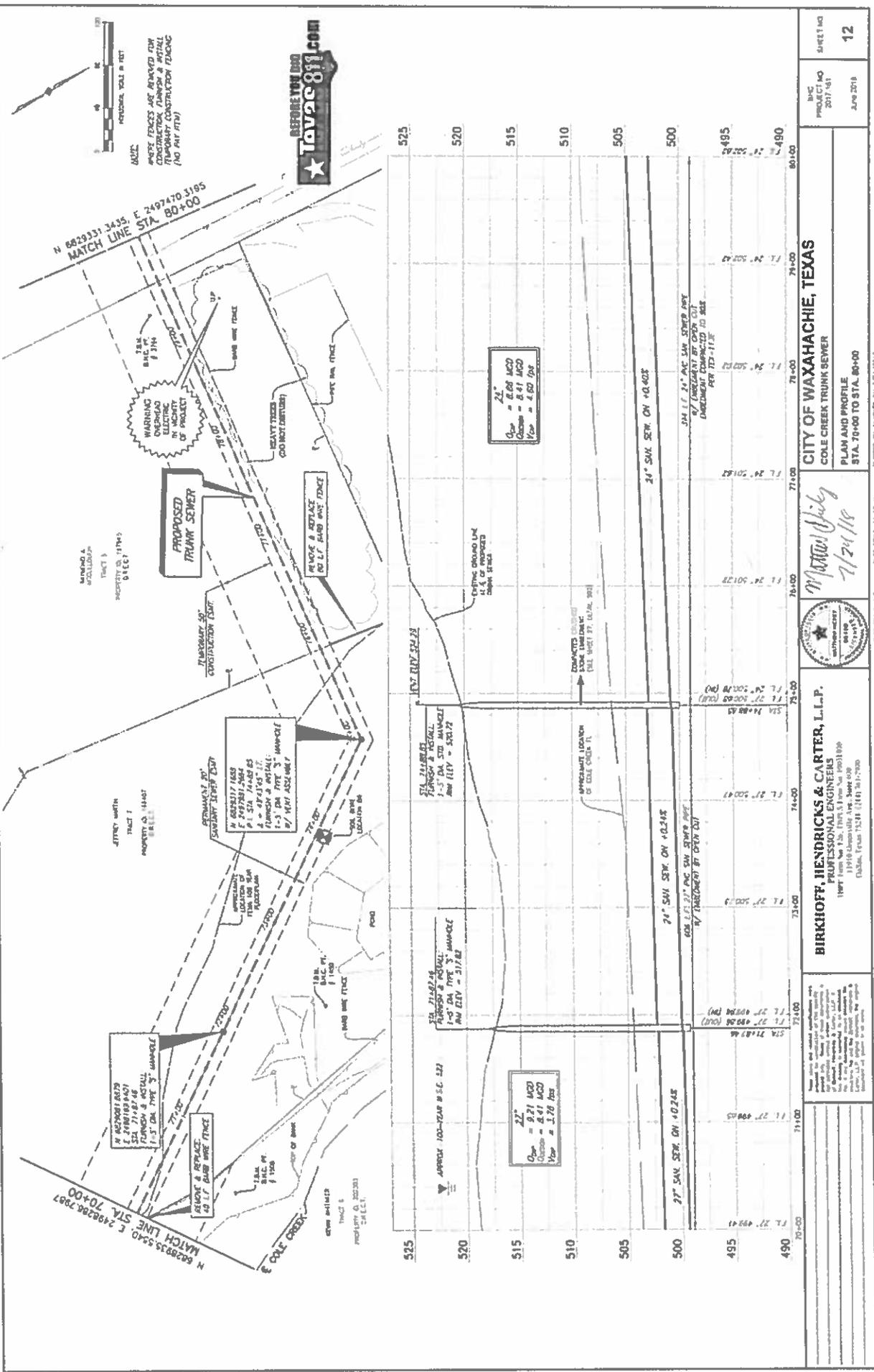
NOTE:
 BRICK FINISHES ARE REMOVED FOR
 CONSTRUCTION. FINISHES & INSTALL
 TEMPORARY CONSTRUCTION FENCING
 (NO FIN. ITEM)



BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS 11010 Greenbriar Ave., Suite 400 Dallas, Texas 75243 (214) 241-7400		SHEET NO 08
CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER PLAN AND PROFILE STA. 30+00 TO STA. 40+00		PROJECT NO 2317-181
DATE: MAY 2018 DRAWN BY: [Name] CHECKED BY: [Name]		DATE: MAY 2018
SCALE: 1" = 40'-0"		DATE: MAY 2018

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DATE: MAY 2018



CITY OF WAXAHACHIE, TEXAS
COLE CREEK TRUNK SEWER
 PLAN AND PROFILE
 STA. 70+00 TO STA. 80+00

Mattie Wiley
 7/24/18



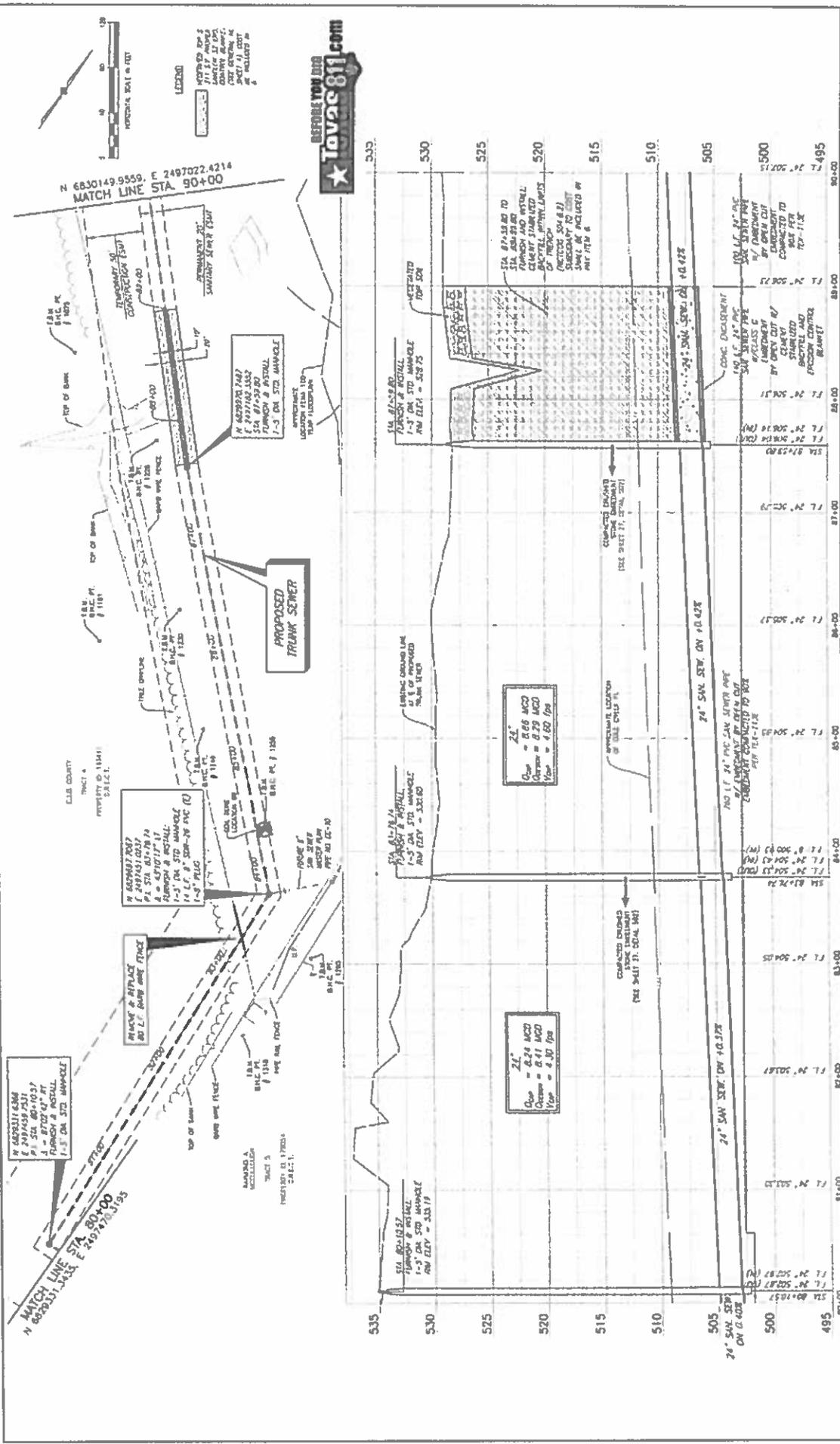
BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 11001 FARM ROAD 175B, SUITE 11100, WAXAHACHIE, TEXAS 75165
 (940) 939-2000

DATE: 07/24/18
 PROJECT NO: 2017-181
 SHEET NO: 12
 DATE: JUN 2018

27"
 $D_{20} = 2.21$ MGD
 $D_{50} = 4.41$ MGD
 $V_{20} = 1.28$ FPS

24"
 $D_{20} = 2.08$ MGD
 $D_{50} = 4.16$ MGD
 $V_{20} = 4.60$ FPS

NOT SCALE: 1:2
 PLOT DATE: 11/11/18
 PLOT SCALE: 1:2
 LISTED BY: MCKAY ON 1/24/2018



BMC PROJECT NO. 2017-181
 SHEET NO. 13
 DATE 07/18

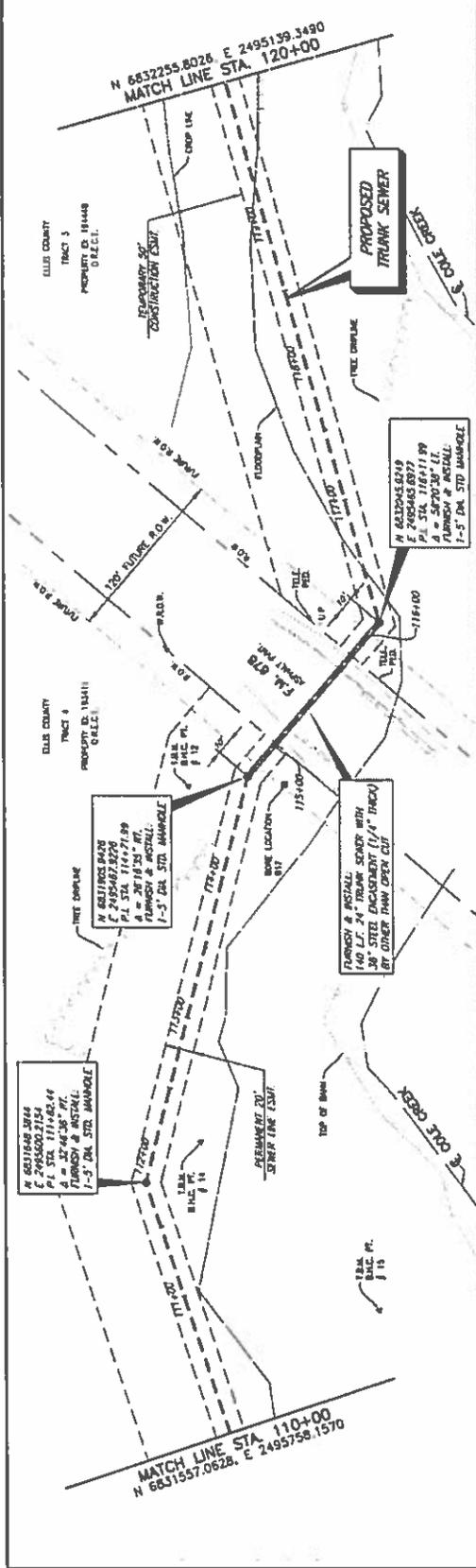
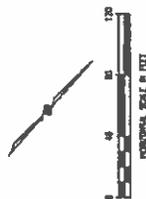
CITY OF WAXAHACHIE, TEXAS
 COOLE CREEK TRUNK SEWER
 PLAN AND PROFILE
 STA. 80+00 TO STA. 90+00



Matthew Kelly
 7/24/18
 BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 1100E Jones Ave. 125, Suite 1100, Fort Worth, TX 76102
 (817) 342-1100
 (817) 342-1100

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REVISED: 7/23/18 - CDW/POD - (Project) 10489-181116-1-001-1-001-1-001 (each sheet 1/10) DATE: 07/18/18



Station	Profile Description	Profile Elevation (ft)
110+00	24" SAN SEW. ON +0.428	510.00
111+00	24" SAN SEW. ON +0.428	515.00
112+00	24" SAN SEW. ON +0.428	520.00
113+00	24" SAN SEW. ON +0.428	525.00
114+00	24" SAN SEW. ON +0.428	530.00
115+00	24" SAN SEW. ON +0.428	535.00
116+00	24" SAN SEW. ON +0.428	540.00
117+00	24" SAN SEW. ON +0.428	545.00
118+00	24" SAN SEW. ON +0.428	550.00
119+00	24" SAN SEW. ON +0.428	555.00
120+00	24" SAN SEW. ON +0.428	560.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 1910 Westchase Ave., Suite 400
 Dallas, Texas 75235 (214) 381-7800

CITY OF WAXAHACHIE, TEXAS
 COLE CREEK TRUNK SEWER
 PLAN AND PROFILE
 STA. 110+00 TO STA. 120+00

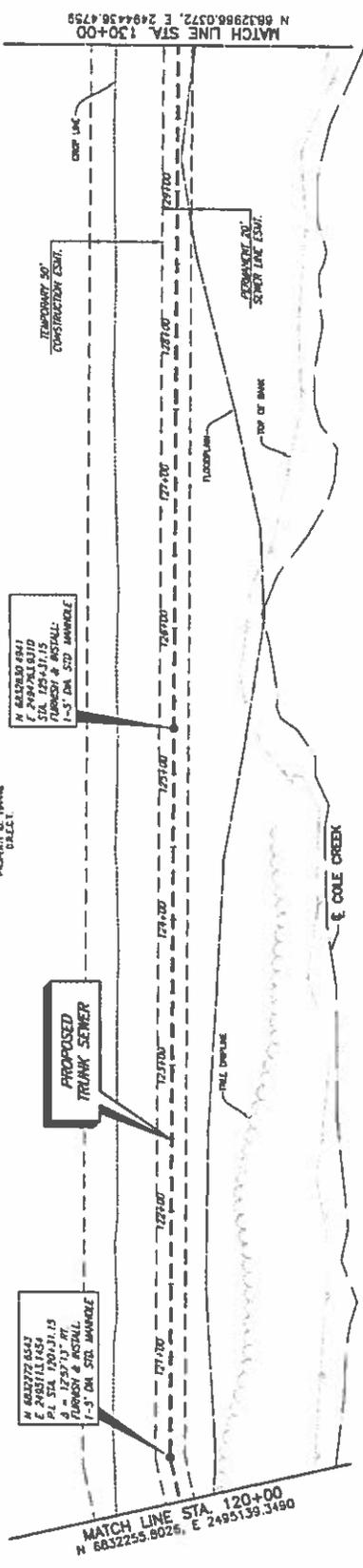
DATE SCALE: 1:2 PLOT DATE: 10/17/09

DATE: 10/20/09 - (Computer: H:\Projects\100317111 Cole Creek Trunk Sewer\100317111.dwg) Plot Date: 10/20/09

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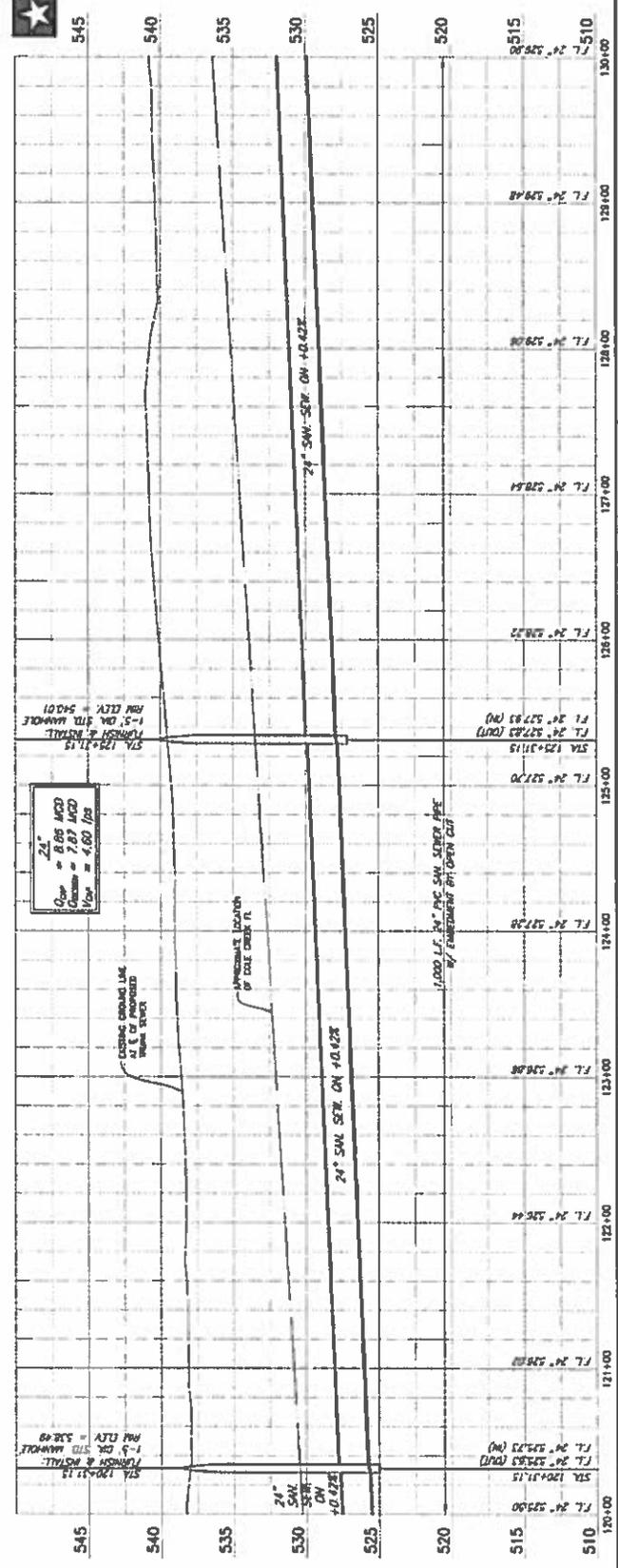
DATE: 10/20/09 PROJECT NO: 100317111 SHEET NO: 16

DUAS COUNTY
 TRACT 3
 PROPERTY OF 19448
 BLOCK 1



1. 6832976.627
 2. 2494711.654
 P.L. STA. 120+31.15
 Δ = 129°17' RT
 TURNING & INSTALL
 1-5' DIA. STD. MANHOLE

1. 6832910.041
 2. 2494761.010
 P.L. STA. 127+11.15
 Δ = 129°17' RT
 TURNING & INSTALL
 1-5' DIA. STD. MANHOLE



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TITLE: Firm No. 52; TDRALS Firm No. 101018U
 11016 Greenway Ave., Suite 800
 Dallas, Texas 75243 (214) 361-7840

These plans and related specifications were prepared by the undersigned as a result of a contract with the City of Waxahachie, Texas, U.S.A. The City of Waxahachie, Texas, U.S.A. is the owner of the project. The City of Waxahachie, Texas, U.S.A. is not responsible for any errors or omissions in these plans or specifications. The undersigned is not responsible for any errors or omissions in these plans or specifications.

DATE: 4/22/18 - 10:00 AM at Waxahachie, TX 75165. City Data from Survey/Drawn/2017181. Task Name: P13.045

PLAT SCALE: 1" = 40'

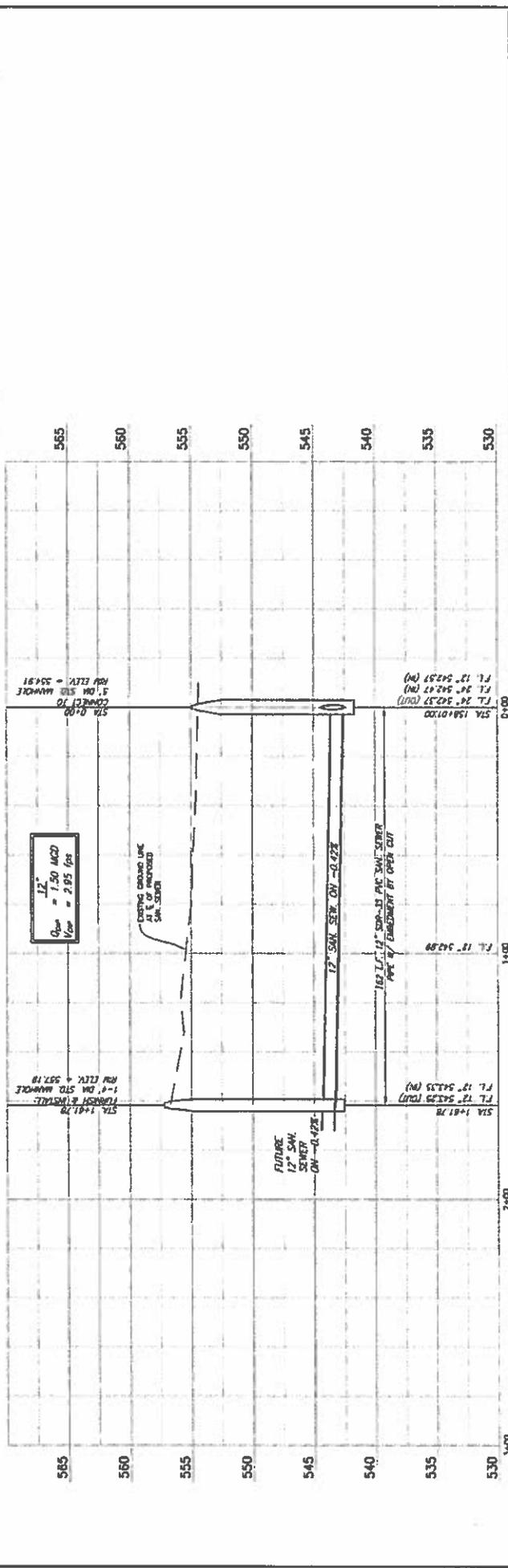
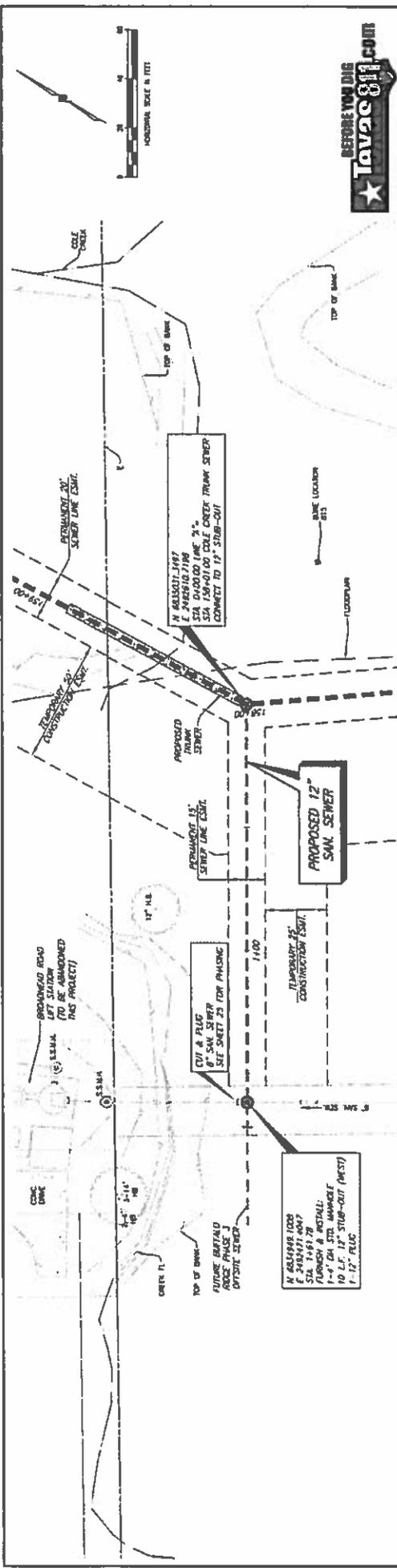
PLAT SHEET: 1 of 17

DATE: 5/17/18

PLANTED BY: COMARCO ON 4/22/2018

CITY OF WAXAHACHIE, TEXAS
 COLE CREEK TRUNK SEWER
 PLAN AND PROFILE
 STA. 120+00 TO STA. 130+00

DATE: 5/17/18
 PROJECT NO: 2017-181
 SHEET NO: 17



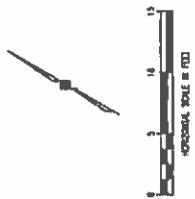
CITY OF WAXAHACHIE, TEXAS
COLE CREEK TRUNK SEWER
SAN. SEWER LINE "A"
PLAN AND PROFILE
 STA. 6+00 TO STA. 1+81.78

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 11910 Redwood Ave., Suite 200
 Dallas, Texas 75224 (214) 343-2611

PROJECT NO. 2017161
SHEET NO. 21

DATE: May 2018

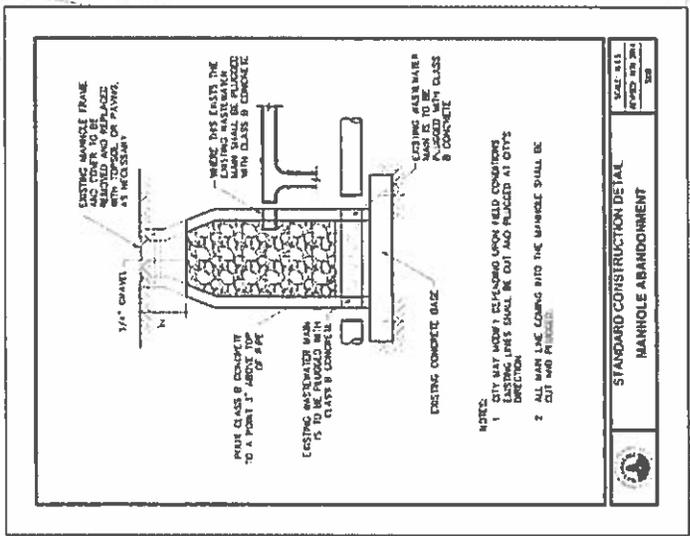
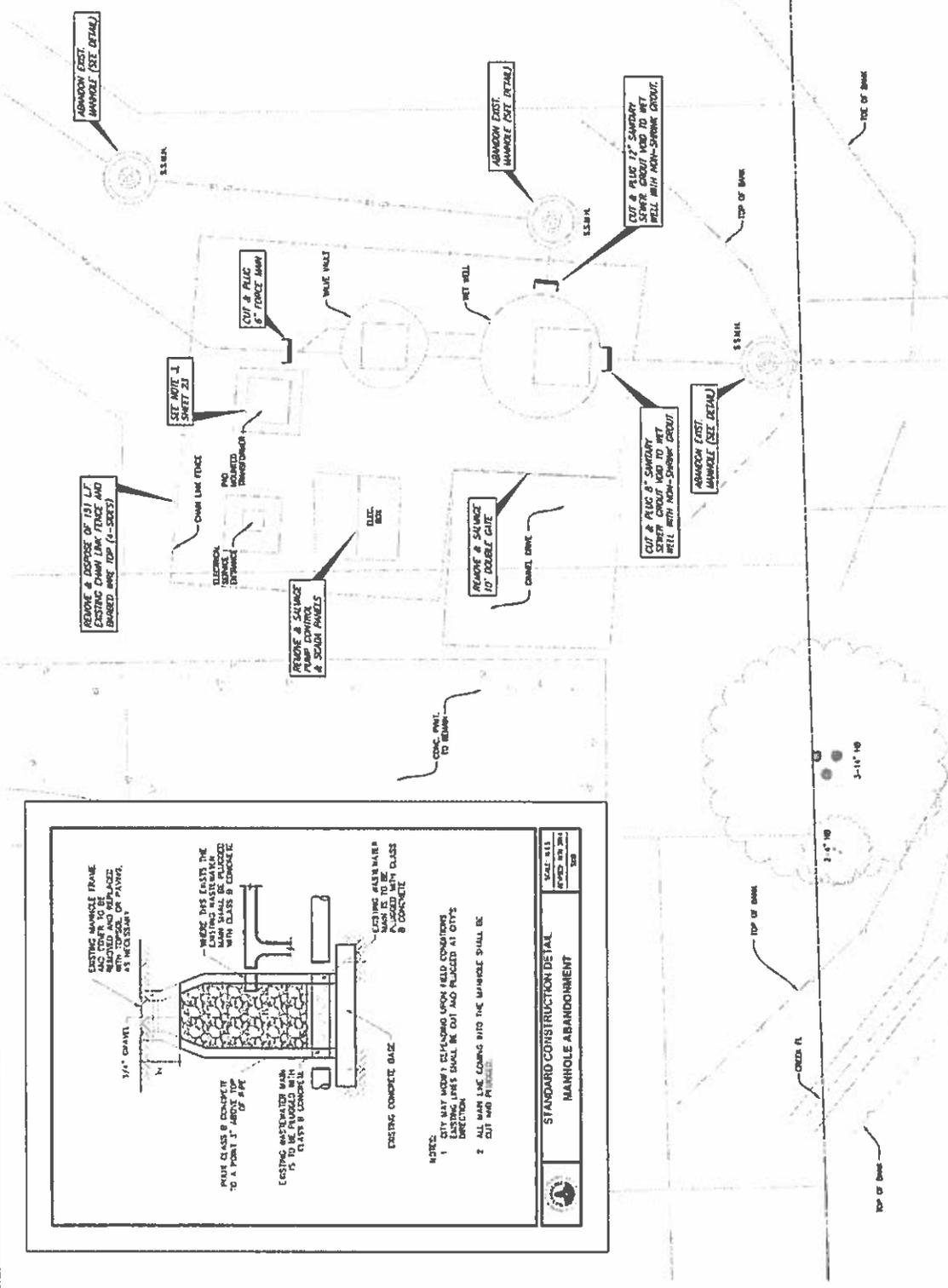
PLANT SCALE: 1/16"=1'-0"
PROFILE SCALE: 1/8"=1'-0"



ALL ITEMS SHOWN TO BE ADDED.
 PERSONEL CONTRACTED TO FILL SANDWICH
 MANHOLES SHALL BE PAID UNDER BID ITEM 3A.

ABANDONMENT PLAN NOTES
 (ALL ITEMS SUBSEQUENT TO LEFT STATION ABANDONMENT)

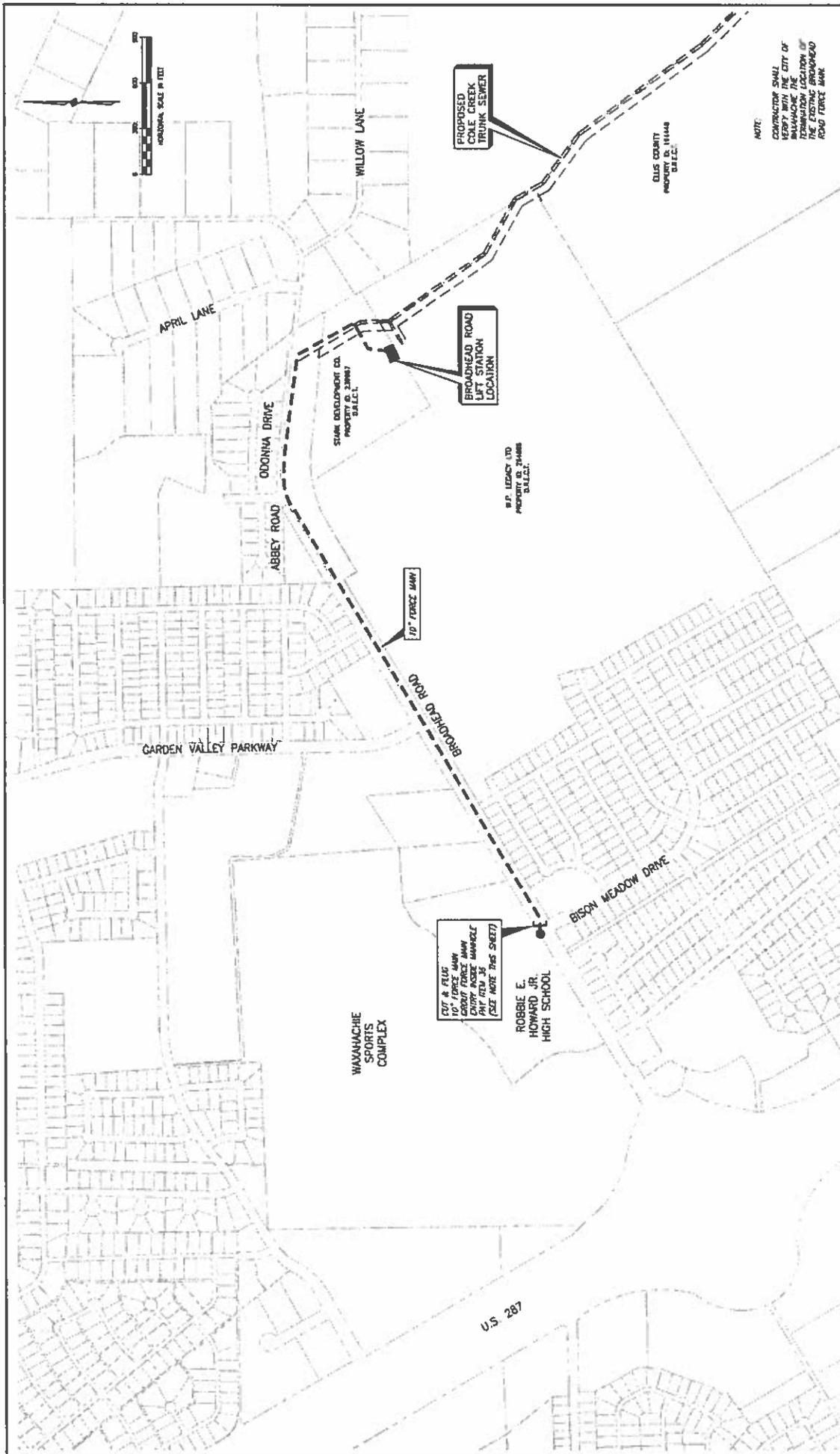
1. THE CONTRACTOR SHALL KEEP THE LEFT STATION OPEN UNTIL THE SANDWICH MANHOLE IS PLACED. ALL OTHER WORK IS TO BE COMPLETED BEFORE THE SANDWICH MANHOLE IS PLACED. DO NOT LEAVE THE SANDWICH MANHOLE OPEN UNTIL ALL BACKFILL OPERATIONS ARE COMPLETED.
2. ONCE THE COLE CREEK TRUNK SEWER IS IN PLACE, THE CONTRACTOR SHALL INTERCEPT FLOWS FROM THE EXISTING 8-INCH CONCRETE TRUNK SEWER AND THE EXISTING 8-INCH CONCRETE TRUNK SEWER FOR THE PHASING NOTES ON SHEET 2A.
3. ONCE THE ABANDONED ROAD LEFT STATION IS CLEARED AND LEVELLED, THE CONTRACTOR SHALL FURNISH AND INSTALL 4-INCHES OF TOP SOIL AND FERTILIZER AND WATER 1/4 S.P. OF SOIL TO THE SURFACE. THE CONTRACTOR SHALL GRASS AS ESTABLISHED TO THE SATISFACTION OF THE CITY. THIS WORK SHALL BE PAID UNDER THE LUMP SUM PAY ITEM 3A.
4. PRIOR TO REMOVAL OF THE PUMPS AND THE ABANDONMENT OF THE FORCE MAIN, THE CONTRACTOR SHALL FILL THE EXISTING FORCE MAIN WITH CLEAN WATER. FILLING MAY TAKE SEVERAL PUMP CYCLES (NO SEPARATE PAY ITEM).



STANDARD CONSTRUCTION DETAIL
MANHOLE ABANDONMENT

SCALE: ALL FEET AND INCHES UNLESS NOTED OTHERWISE

CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER BROADHEAD RD. LIFT STATION ABANDONMENT PLANS & DETAILS	SHEET NO 22
	BAC PROJECT NO 2017-181 DATE MAY 2018
SEE SPECIFICATIONS FOR WORK AND FOR ALL NOTES TO CONTRACTOR, GENERAL NOTES, AND NOTES TO BE KEPT ON FILE FOR RECORD. THESE NOTES ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. DATE: MAY 2018	
BIRKHOFF, HENDRICKS & CARTER, L.P. PROFESSIONAL ENGINEERS TYPE: Firm No. 529; TEPALS Firm No. 1001870 11010 Greenbriar Ave., Suite 200 Dallas, Texas 75247 (214) 381-7360	
PLANT SCALE: 1:3 PLANT DATE: 11/17/18 PLOTTED BY: COWARD ON 5/22/2018	



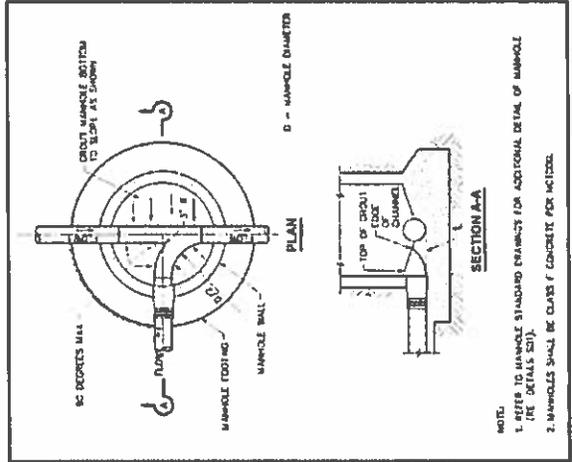
CUT & FILL
10' FORCE MAIN
ENTRY NODE MARKED
BY ITEM 35
(SEE NOTE THIS SHEET)

BROADHEAD ROAD
LIFT STATION
LOCATION

PROPOSED
COLE CREEK
TRUNK SEWER

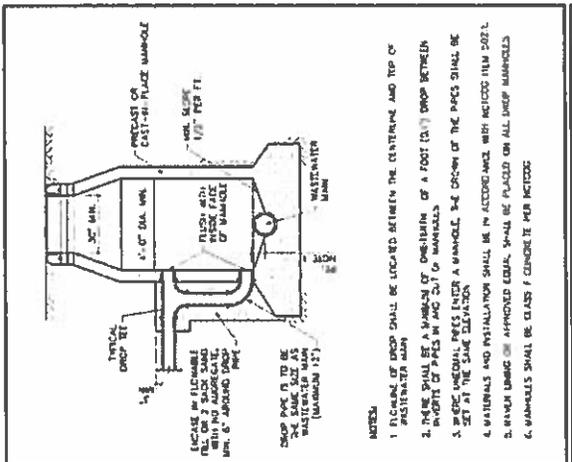
NOTE:
CONSTRUCTION SHALL
BE THE RESPONSIBILITY OF
THE CITY OF
WAXAHACHIE. THE
TERMINATION LOCATION OF
THE EXISTING BROADHEAD
ROAD FORCE MAIN

SHEET NO. 24 DATE: MAY 2018	
PROJECT NO. 181144 SHEET 18 OF 24	
CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER LIFT STATION FORCE MAIN ABANDONMENT LOCATION MAP	
PREPARED BY: CHANDROO ON 5/22/2018 PLOT DATE: 11/17/18 PLOT SCALE: 1:2	
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS 11010 Independence Ave., Suite 120 Dallas, Texas 75243 (214) 343-7800	
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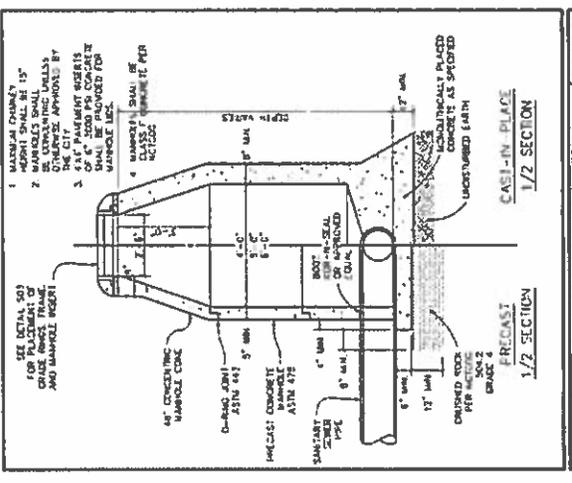
NOTE:
1. REFER TO MANHOLE STANDARD ENLIGHTEN FOR ADDITIONAL DETAIL OF MANHOLE (SEE DETAILS 501).
2. MANHOLES SHALL BE CLASS 1 CONCRETE PER NOTES.

STANDARD CONSTRUCTION DETAIL
WASTEWATER MANHOLE
LINE INTERSECTION

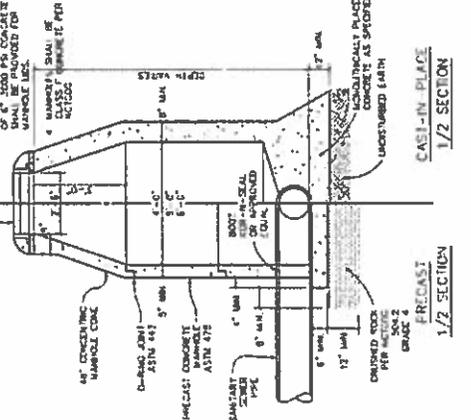


NOTE:
1. LOCATION OF DROP SHALL BE LOCATED BETWEEN THE CENTERLINE AND TOP OF PRESTRESSER MAIN.
2. THERE SHALL BE A MINIMUM OF ONE INCH OF A FOOT (12") DROP BETWEEN INVERTS OF PIPES IN AND OUT OF MANHOLE.
3. WOOD WEDGEL PRESS ENTER A MANHOLE, THE CROWN OF THE PIPES SHALL BE SET AT THE SAME ELEVATION.
4. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH AUSTIN ITEM 202.1.
5. MANHOLE ENLIGHTEN APPROVED EQUAL SHALL BE PLACED ON ALL DEEP MANHOLES.
6. MANHOLES SHALL BE CLASS 1 CONCRETE PER NOTES.

STANDARD CONSTRUCTION DETAIL
MANHOLE DROP CONNECTION

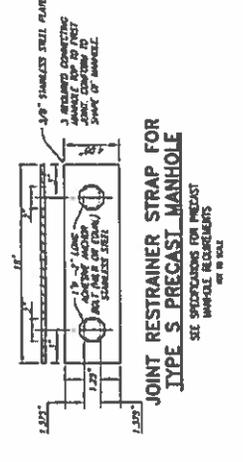


1. MANHOLE CHIMNEY HEIGHT SHALL BE 15'
2. MANHOLES SHALL BE CLASS 1 CONCRETE PER NOTES
3. THE CITY PLANT RESISTS SHALL BE PROVIDED FOR
4. MANHOLES SHALL BE CLASS 1 CONCRETE PER NOTES



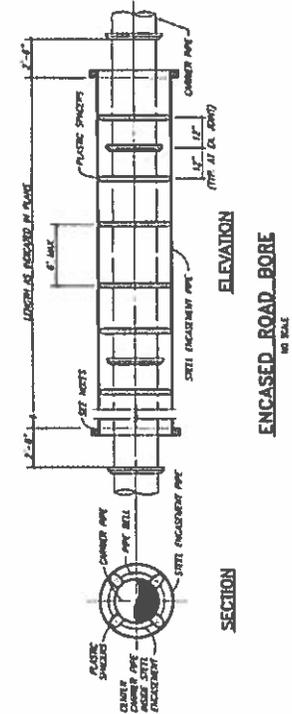
NOTE:
1. REFER TO MANHOLE STANDARD ENLIGHTEN FOR ADDITIONAL DETAIL OF MANHOLE (SEE DETAILS 501).
2. MANHOLES SHALL BE CLASS 1 CONCRETE PER NOTES.

STANDARD CONSTRUCTION DETAIL
PRECAST AND CAST-IN-PLACE MANHOLE



JOINT RESTRAINER STRAP FOR
TYPE S PRECAST MANHOLE
SEE SPECIFICATIONS FOR PRECAST
MANHOLE REQUIREMENTS
OR IN DET.

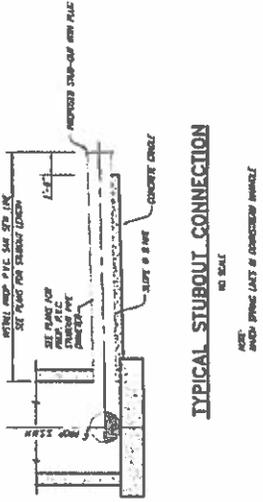
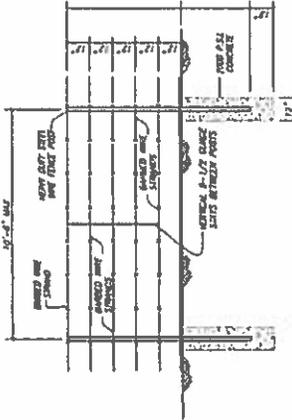
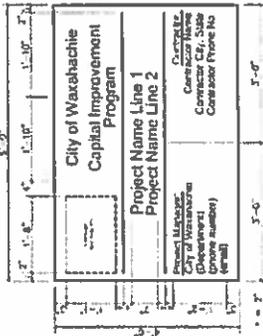
STANDARD CONSTRUCTION DETAIL
WASTEWATER MANHOLE
LINE INTERSECTION



ENCASED ROAD BORE
IN DET.

STANDARD CONSTRUCTION DETAIL
PRECAST AND CAST-IN-PLACE MANHOLE

NOTE FOR ENCASED BORE:
1) PRECASTED MANHOLES MUST BE APPROVED BY THE CITY PLANT RESISTS AND SHALL BE CLASS 1 CONCRETE PER NOTES AS MANUFACTURED BY PER APPROVED EQUAL.
2) MANHOLES SHALL BE CLASS 1 CONCRETE PER NOTES AS MANUFACTURED BY PER APPROVED EQUAL.
3) THE CITY PLANT RESISTS SHALL BE PROVIDED FOR ALL MANHOLES.
4) CLASS OF ENCASUREMENT SHALL BE CLASS 1 CONCRETE PER NOTES.
5) CLASS OF ENCASUREMENT SHALL BE CLASS 1 CONCRETE PER NOTES.
6) CLASS OF ENCASUREMENT SHALL BE CLASS 1 CONCRETE PER NOTES.



FIVE-STRAND BARBED WIRE FENCE REPLACEMENT

NO SCALE

NO SCALE

NOTE: SEE PLAN FOR BAR SPACING AND ELEVATION

NOTES

1. LOCUS AVAILABLE FROM CITY OF WAXAHACHIE BY REQUEST.
2. SHALL USE 5/8" WIRE REINFORCEMENT WITH BLACK LETHING. LETHING (EXCEPT COLOR) SHALL BE ANA. COAT.
3. SITE LAYOUT SHALL BE APPROVED BY CITY PRIOR TO FABRICATION.
4. SITE MAY BE OBTAINED OR PART-MOUNTED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RESPECTING COLOR AND MATERIALS.
5. TURNOUT METAL & REMOVE TWO PROJECT SPAC.
6. PROJECT SPAC TO BE PAID UNDER BID ITEM 1.

POINT #	POINT TABLE		DESCRIPTION
	SHEET NO.	EASTING	
1430	5	6823518.7060	600 NAIL
1420	5	6823569.808	600 NAIL
2160	5	6823951.608	600 NAIL
2403	5	6823557.235	600 NAIL
2107	7	6825004.115	600 NAIL
2139	7	6824660.631	600 NAIL
1935	8	6826150.467	600 NAIL
1949	8	6826074.381	600 NAIL
1963	8	6825894.466	600 NAIL
1997	8	6825709.134	600 NAIL
1785	9	6826977.392	600 NAIL
1827	9	6826688.867	600 NAIL
1828	9	6826640.580	600 NAIL
1845	9	6826652.240	600 NAIL
1855	9	6826365.655	600 NAIL
1919	9	6826170.051	600 NAIL
1923	9	6826332.740	600 NAIL
1690	10	6827747.686	600 NAIL
1735	10	6827729.603	600 NAIL
1757	10	6827769.544	600 NAIL
1775	10	6827094.303	600 NAIL
1507	11	6828670.421	600 NAIL
1548	11	6828716.737	600 NAIL
1583	11	6828487.151	600 NAIL
1584	11	6828493.035	600 NAIL
1017	11	6828393.011	600 NAIL
1627	11	6828418.405	600 NAIL
2478	11	6828373.235	600 NAIL

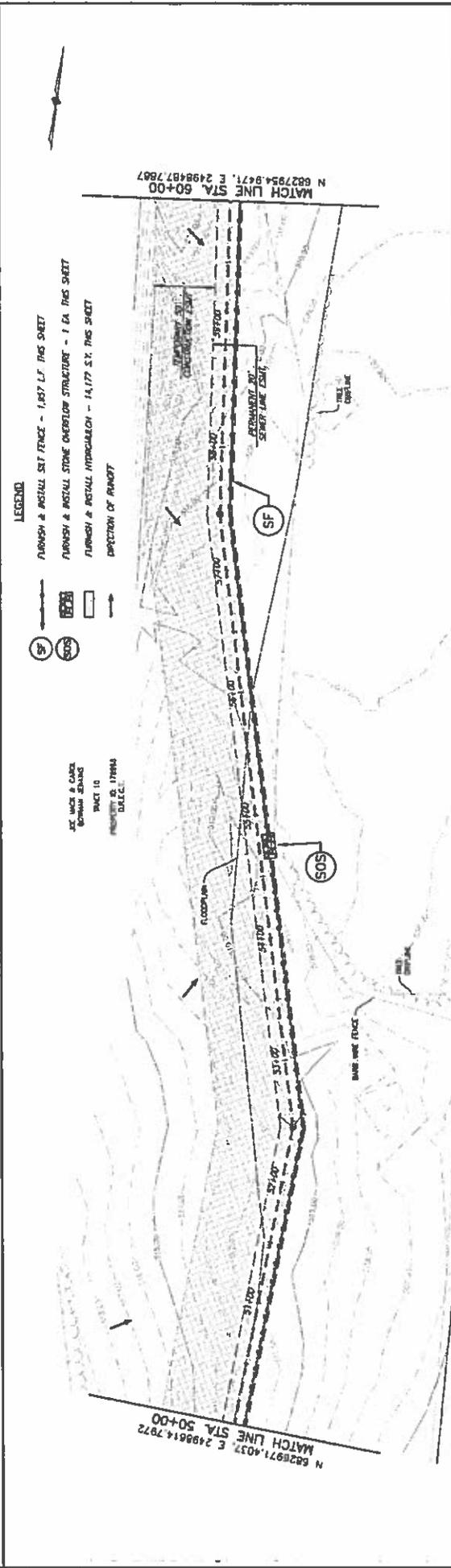
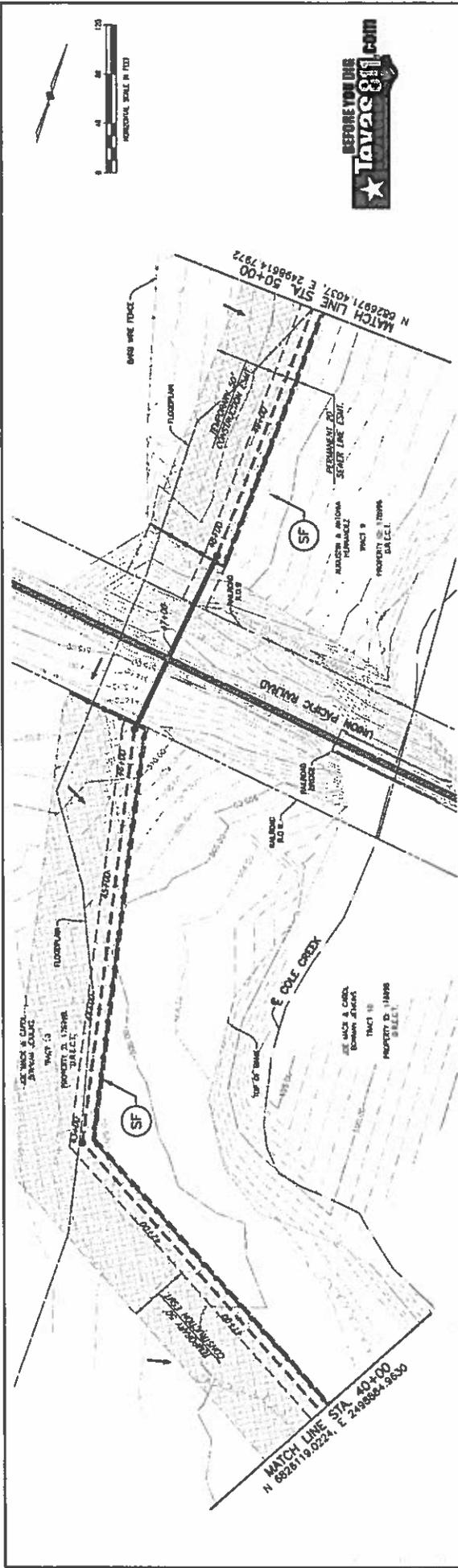
POINT #	POINT TABLE		DESCRIPTION
	SHEET NO.	EASTING	
3784	12	6829308.071	600 NAIL
1450	12	6829086.284	600 NAIL
1506	12	6829026.110	600 NAIL
1075	13	6828999.067	600 NAIL
1181	13	6829600.367	600 NAIL
1229	13	6829975.131	600 NAIL
1230	13	6829662.750	600 NAIL
1249	13	6829786.592	600 NAIL
1310	13	6829579.970	600 NAIL
969	14	6830677.231	600 NAIL
990	14	6830659.061	600 NAIL
1002	14	6830463.943	600 NAIL
1015	14	6830515.120	600 NAIL
1027	14	6830273.911	600 NAIL
1050	14	6830116.809	600 NAIL
2713	14	6830261.610	600 NAIL
2789	15	6831366.088	600 NAIL
868	15	6831238.657	600 NAIL
956	15	6831041.281	600 NAIL
11014	15	6831597.087	600 NAIL
12	16	6831674.964	600 NAIL
14	16	6831688.240	600 NAIL
15	16	6831524.774	600 NAIL
9	18	6833705.209	600 NAIL
10	18	6833659.4330	600 NAIL
11	19	6831873.607	600 NAIL
295	19	6834068.237	1/2" I.R.F.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 11919 Greenhill Ave., Suite 400
 Dallas, Texas 75231 (416) 341-7000

CITY OF WAXAHACHIE, TEXAS
 COLE CREEK TRUNK SEWER
 MISCELLANEOUS CONSTRUCTION DETAILS

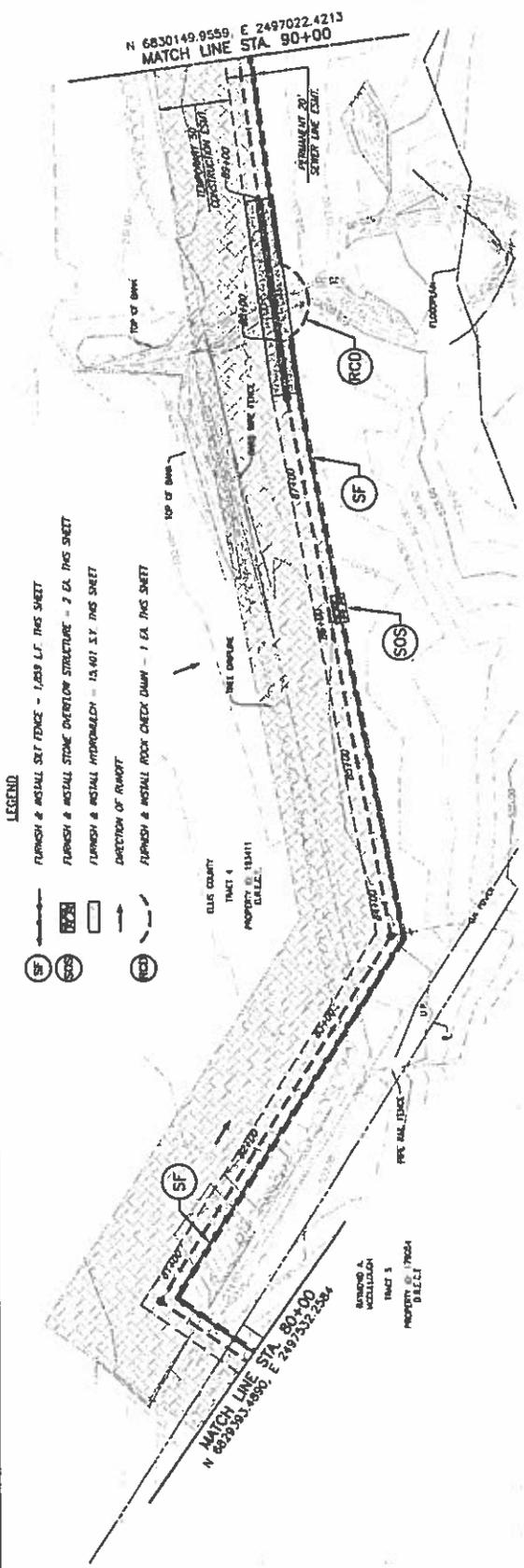
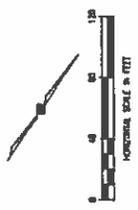
DATE: May 2018
 SHEET NO. 28

PROJECT NO. 2017-161
 DATE: May 2018

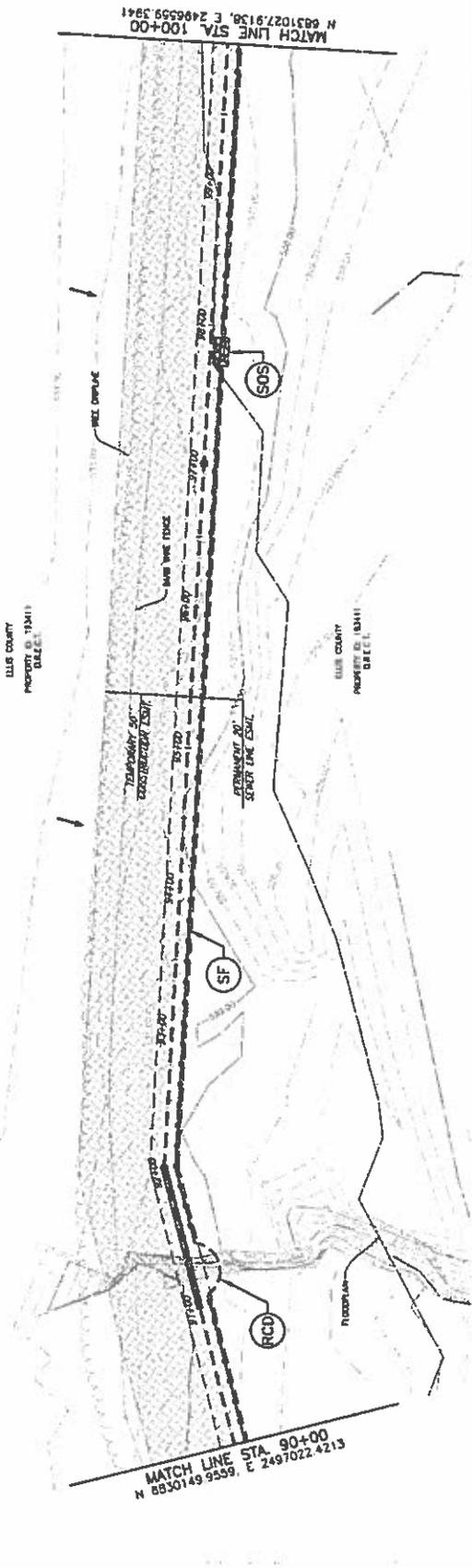


THIS DRAWING IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.	BIRKHOFF, HENDRICKS & CARTER, L.P. PROFESSIONAL ENGINEERS 11010 Freeway Ave., Suite 200 Dallas, Texas 75241-3475	CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER EROSION CONTROL PLAN STA. 40+00 TO STA. 60+00	SHEET NO. 31
			PROJECT NO. 2017-181 DATE MAY 2018

REVISION: 3/22/18 - CHANGED N (Proposed) Sta. 2017181 Cole Creek from Sewer Station 2017181 Station 19834.4m
 PLOT SCALE: 1" = 100' (AS SHOWN)
 PLOT DATE: 10/17/18



- LEGEND**
- FURNISH & INSTALL SET FENCE - 1,200 L.F. THIS SHEET
 - FURNISH & INSTALL STONE OVERLAP STRUCTURE - 2 EA. THIS SHEET
 - FURNISH & INSTALL HYDROBENCH - 12,401 S.Y. THIS SHEET
 - DIRECTION OF FLOW
 - FURNISH & INSTALL ROCK CHECK DAM - 1 EA. THIS SHEET

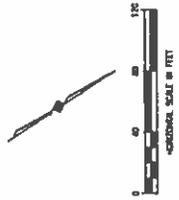


BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TYPE: Firm No. 576; TEXAS Firm No. 1403180 11916 Greenbriar Ave., Suite 400 Dallas, Texas 75240 (214) 361-5260	CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER EROSION CONTROL PLAN STA. 80+00 TO STA. 100+00	BNC PROJECT NO. 2017-181	SHEET NO. 33
		DATE: May 2018	DATE: May 2018

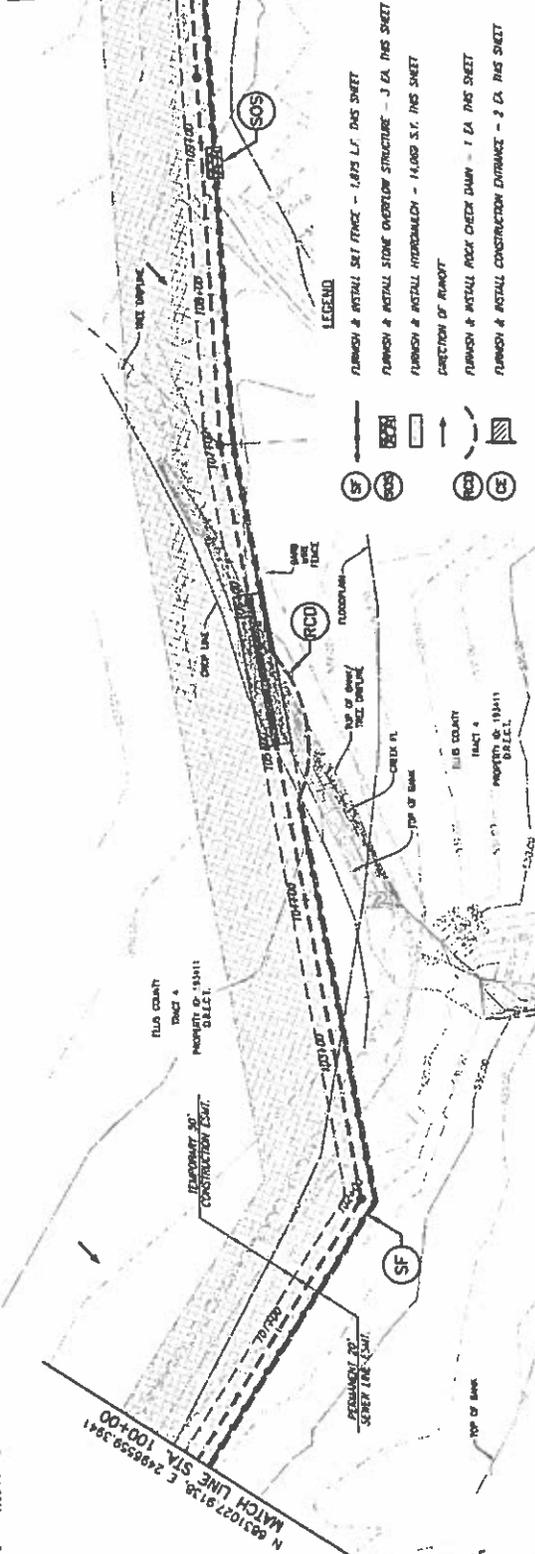
THIS PLAN AND ALL OTHER INFORMATION ARE FOR THE USE OF THE CITY OF WAXAHACHIE, TEXAS. THE CITY OF WAXAHACHIE, TEXAS, IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF THE PROJECT. THE CITY OF WAXAHACHIE, TEXAS, IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF THE PROJECT. THE CITY OF WAXAHACHIE, TEXAS, IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF THE PROJECT.

PLANT SCALE: 1" = 40'

REVISION: 3/22/18 - CORRECTED WAXAHACHIE CODE FROM 2004 TO 2016. CREATED FROM PLAN.



MATCH LINE STA. 110+00
N 6831957.0628, E 2495758.1570

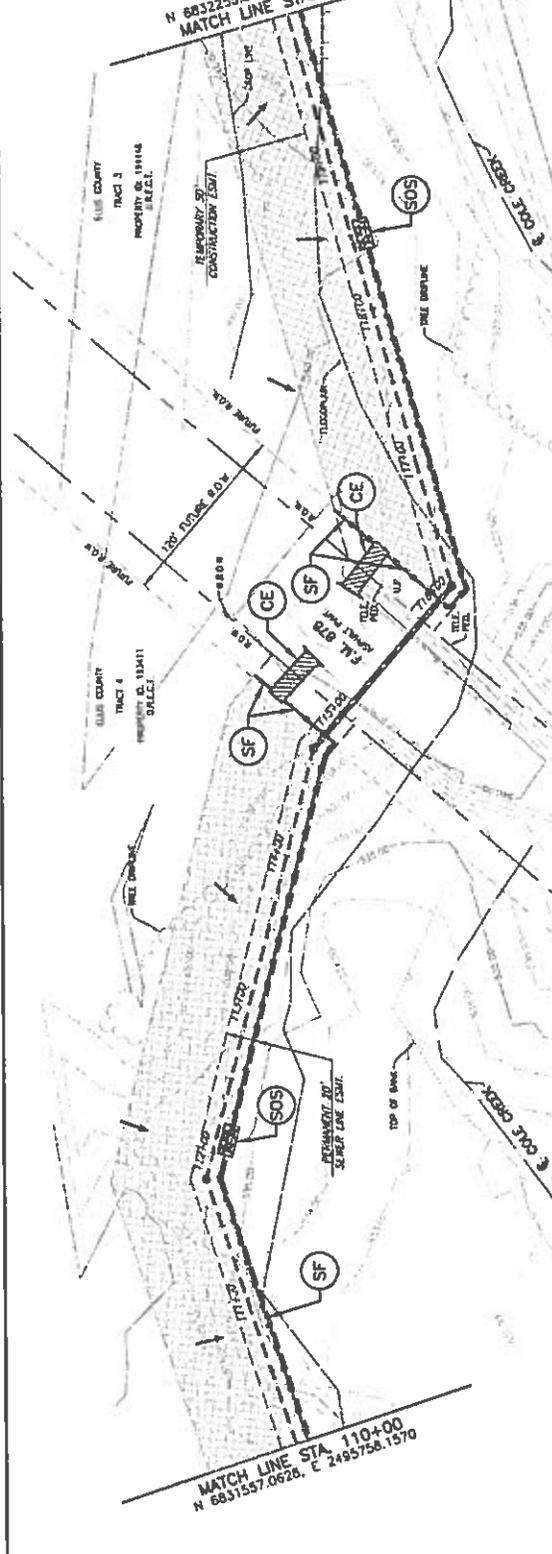


- LEGEND**
- FURNISH & INSTALL SET FENCE - 1.875 L.F. THIS SHEET
 - FURNISH & INSTALL STONE OVERFLOW STRUCTURE - 3 EA. THIS SHEET
 - FURNISH & INSTALL HYDROMEDIAN - 14,000 S.F. THIS SHEET
 - DIRECTION OF FLOW
 - FURNISH & INSTALL ROCK CHECK DAM - 1 EA. THIS SHEET
 - FURNISH & INSTALL CONSTRUCTION ENTRANCE - 2 EA. THIS SHEET

MATCH LINE STA. 100+00
N 6831957.0628, E 2495758.1570



MATCH LINE STA. 120+00
N 6832255.8026, E 2495139.3490



MATCH LINE STA. 110+00
N 6831557.0628, E 2495758.1570

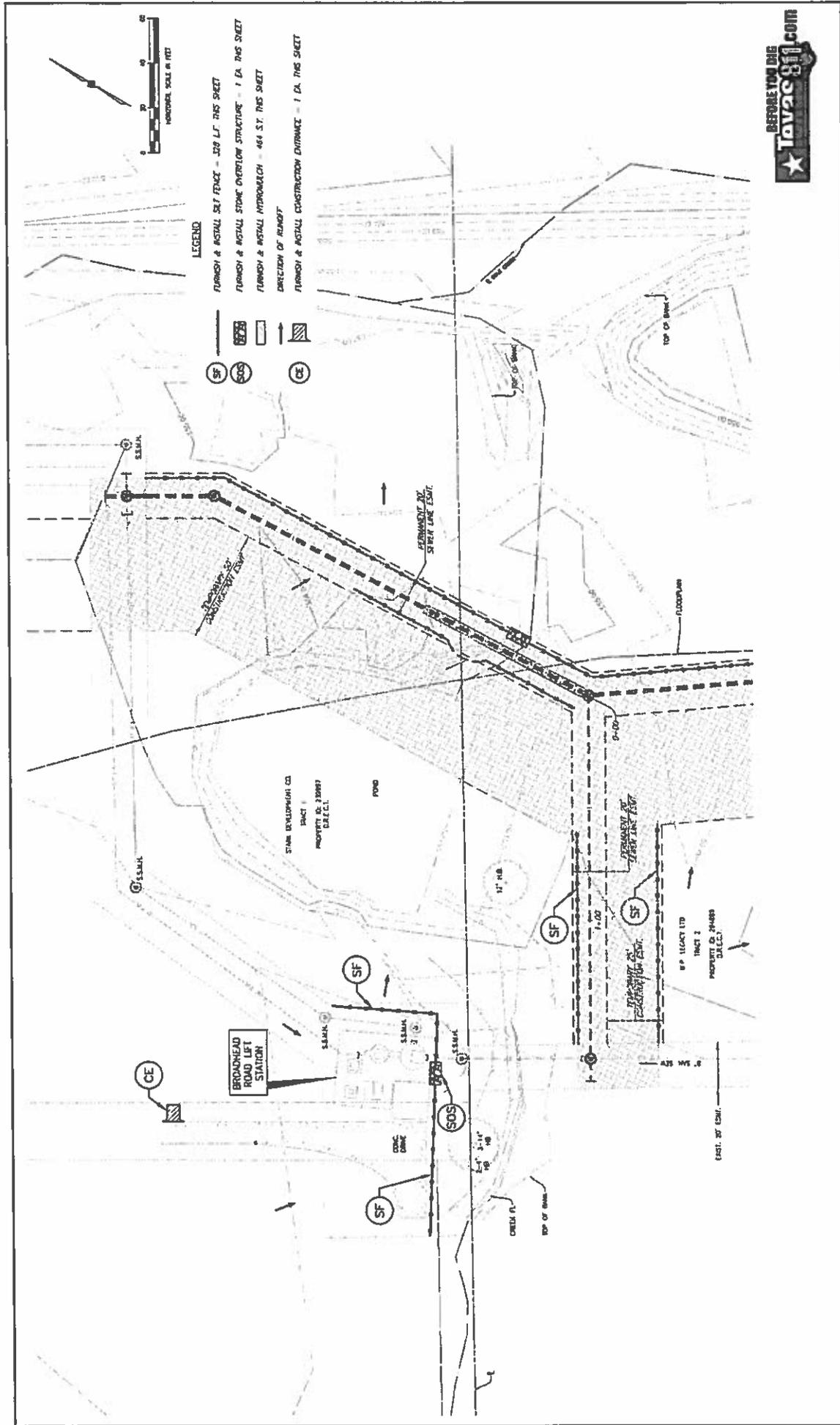
CITY OF WAXAHACHIE, TEXAS
COLE CREEK TRUNK SEWER
EROSION CONTROL PLAN
STA. 100+00 TO STA. 120+00
PLANNED BY: COMPTON ON 5/22/2018

ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
DATE: MAY 2018
BY: [Signature]

HIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TYPE Form No. 576 (1985) Ex. No. 1011870
1100 Green Hill Ave., Suite 400
Dallas, Texas 75241 (214) 341-7900

THIS PLAN AND SPECIFICATIONS were prepared by the undersigned in accordance with the provisions of the Texas State Board of Professional Engineers, Chapter 1001, Texas State Code, Title 19, and the rules and regulations of the Board. The undersigned hereby certifies that the undersigned is a duly licensed Professional Engineer in the State of Texas, and that the undersigned is the author of the design and specifications herein.

DATE: 5/22/18	PROJECT NO: 2017-181	SHEET NO: 34
BY: [Signature]	DATE: 5/22/18	



BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS 2025 FIVE THIRDS FORTY EIGHT 31016 Inverness Ave., Suite 101 Dallas, Texas 75241 (214) 341-7501	CITY OF WAXAHACHIE, TEXAS COLE CREEK TRUNK SEWER EROSION CONTROL PLAN LINE "A" - STA. 0+00 TO STA. 1+71.78	BAC PROJECT NO. 2017-181	SHEET NO. 37
		DATE OF ISSUE 08/14/18	DATE OF REVISION 04/7/2019

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF BIRKHOFF, HENDRICKS & CARTER, L.L.P. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROJECT: 1722/18 - COMBINED WAXAHACHIE COLE CREEK TRUNK SEWER EROSION CONTROL PLAN (2017) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50)

AFTER RECORDING, RETURN TO:

Lori Cartwright
CITY OF WAXAHACHIE
P.O. Box 757
Waxahachie, Texas 75168

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

WATER AND SANITARY SEWER EASEMENT and TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS

That *ELLIS COUNTY* ("**Grantor**"), for and in consideration of the sum of **TEN and 00/100 DOLLARS (\$10)**, in hand paid by the *CITY OF WAXAHACHIE*, a Texas municipal corporation ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and other good and valuable consideration described herein, does hereby **GIVE, GRANT, and CONVEY** unto Grantee following:

Grantor hereby does hereby **GIVE, GRANT, and CONVEY** unto Grantee a non-exclusive easement ("**Water and Sanitary Sewer Easement**") and the right to construct, reconstruct and perpetually maintain water and sanitary sewer lines and all necessary appurtenances thereto (the "**Water and Sanitary Sewer Line Facilities**") in, on, under, over and across the approximately **1.629 acres** of land described by metes and bounds and graphically portrayed in *Exhibit "A"* attached hereto (the "**Water and Sanitary Sewer Easement**") subject to the limitation that Grantor is allowed access to and the ability to use the sewer lines running across its property, for

Grantor's sewer needs. Further limitation of the grant of the "Water and Sanitary Sewer Easement," is that the grant is subject to the leasehold estate owned by Edwin Spaniel to occupy and to use said land for agricultural purposes to which Mr. Spaniel has farmed for many years. Should the construction and installation of the "Water and Sanitary Sewer Easement" damage or destroy Mr. Spaniel's vegetation or crops, Grantee shall reimburse Mr. Spaniel for his loss.

Improvements which are compatible with the use of the Water and Sanitary Sewer Line Facilities may be approved by Grantee and placed on the Water and Sanitary Sewer Easement Property. Grantor shall not use the surface of the permanent easement for any purpose which would interfere with Grantee's use of the easement. Buildings or other structures are not allowed to be constructed on the easement. Driveways, roads, sidewalks, paving, paving areas, landscaping and related or similar improvements are allowed, so long as they do not interfere with Grantee's use.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Water and Sanitary Sewer Easement Property herein granted.

Grantor further hereby grants to Grantee a temporary construction easement in approximately **50 feet along the west easement line** of land described by metes and bounds and graphically portrayed in *Exhibit "A"* attached hereto, with rights of ingress and egress for the construction of the Water and Sanitary Sewer Line Facilities, with such temporary construction easement to terminate upon the three-year anniversary of the date that this instrument is executed. Grantee agrees and admits that the temporary construction easement terminates automatically upon the expiration of the three year term, without any further action required on the Grantor's behalf. On completion of construction and installation, and upon the termination of the temporary construction easement after the duration of three years, Grantee shall replace and restore all fences,

walls, or other structures that may have been relocated or removed during the construction period. Furthermore after completion of construction, Grantee shall restore the land to its prior condition as much as reasonably possible. Grantee shall pay Grantor reasonable compensation both for fences, walls, or structures that may not be replaceable or damage to the land that cannot be restored. Additionally, Grantee shall pay the **Edwin Spaniel** for all vegetation and crops that are damaged or destroyed during construction and installation of the water and sanitary sewer lines.

Grantor represents and warrants that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey the interests addressed in this instrument (the Water and Sanitary Sewer Easement, and the Temporary Construction Easement) to the Grantee for the purposes as described herein, with the exception of the leasehold estate for agriculture purposes owned by **Edwin Spaniel**. Any signatures or release of leasehold estates must be obtained from **Mr. Spaniel**.

Grantee understands and agrees, that part of the consideration for the granting of this **“Water and Sanitary Sewer Easement,”** is that Grantor will be able to attach its sewer facilities located on the property described in *Exhibit “A”* to the Grantee’s **“Water and Sanitary Sewer Line Facilities,”** and use said services. Grantee agrees that the **“Water and Sanitary Sewer Easement”** is subject to the limitation that the Grantor be allowed use of the sewer lines. Should Grantee, its successors and assigns, ever refuse the use by Grantor of the **“Water and Sanitary Sewer Line Facilities,”** then the consideration for the easement becomes insufficient, and the **“Water and Sanitary Sewer Easement”** terminates automatically, and reverts back to Grantor without any further action required of Grantor.

Grantor further warrants and conveys to Grantee **TO HAVE AND TO HOLD** the Water and Sanitary Sewer Easement, and the Temporary Construction Easement unto the Grantee for the purposes herein set forth, and Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the Water and Sanitary Sewer Easement, and the Temporary Construction Easement, and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Grantee shall hold harmless, defend, and indemnify Grantor against any, suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

WITNESS THE GRANTOR'S HAND this _____ day of _____, 2018.

GRANTOR:

ELLIS COUNTY

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ for and on behalf of ELLIS COUNTY, he acknowledged to me he/she is the duly authorized representative Ellis County and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public in and for the State of Texas
My Commission Expires: _____

GRANTEE:

CITY OF WAXAHACHIE, TEXAS
a Texas municipal corporation

By: _____,
Michael Scott, City Manager
AGREED AND ACCEPTED:
CITY OF WAXAHACHIE, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Scott, City Manager for and on behalf of the ***CITY OF WAXAHACHIE, TEXAS***, Texas municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Waxahachie, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

Notary Public in and for the State of Texas
My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Lori Cartwright
CITY OF WAXAHACHIE
P.O. Box 757
Waxahachie, Texas 75168

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

WATER AND SANITARY SEWER EASEMENT and TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS

That *Ellis County, a Texas corporation* ("**Grantor**"), for and in consideration of the sum of **TEN and 00/100 DOLLARS (\$10)**, in hand paid by the *CITY OF WAXAHACHIE*, a Texas municipal corporation ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged and other good and valuable consideration described herein, does hereby **GIVE, GRANT, and CONVEY** unto Grantee following:

Grantor does hereby **GIVE, GRANT, and CONVEY** unto Grantee a non-exclusive easement ("**Water and Sanitary Sewer Easement**"), and the right to construct, reconstruct and perpetually maintain water and sanitary sewer lines and all necessary appurtenances thereto (the "**Water and Sanitary Sewer Line Facilities**"), in, on, under, over and across the approximately **1.403 acres** of land described by metes and bounds and graphically portrayed in *Exhibit "A"* attached hereto (the "**Water and Sanitary Sewer Easement**") subject to the limitation that Grantor is allowed access to and the ability to use the sewer lines running across its property, for

Grantor's sewer needs. Further limitation of the grant of the "**Water and Sanitary Sewer Easement**," is that the grant is subject to the leasehold estate owned by Edwin Spaniel to occupy and to use said land for agricultural purposes to which Mr. Spaniel has farmed for many years. Should the construction and installation of the "**Water and Sanitary Sewer Easement**" damage or destroy Mr. Spaniel's vegetation or crops, Grantee shall reimburse Mr. Spaniel for his loss.

Improvements which are compatible with the use of the Water and Sanitary Sewer Line Facilities may be approved by Grantee and placed on the Water and Sanitary Sewer Easement Property. Grantor shall not use the surface of the permanent easement for any purpose which would interfere with Grantee's use of the easement. Buildings or other structures are not allowed to be constructed on the easement. Driveways, roads, sidewalks, paving, paving areas, landscaping and related or similar improvements are allowed, so long as they do not interfere with Grantee's use.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Water and Sanitary Sewer Easement Property herein granted.

Grantor further hereby grants to Grantee a temporary construction easement in approximately **50 feet along the west easement line** of land described by metes and bounds and graphically portrayed in *Exhibit "A"* attached hereto, with rights of ingress and egress for the construction of the Water and Sanitary Sewer Line Facilities, with such temporary construction easement to terminate upon the three-year anniversary of the date that this instrument is executed. Grantee agrees and admits that the temporary construction easement terminates automatically upon the expiration of the three year term, without any further action required on the Grantor's behalf. On completion of construction and installation, and upon the termination of the temporary construction easement after the duration of three years, Grantee shall replace and restore all fences,

walls, or other structures that may have been relocated or removed during the construction period. Furthermore after completion of construction, Grantee shall restore the land to its prior condition as much as reasonably possible. Grantee shall pay Grantor reasonable compensation both for fences, walls, or structures that may not be replaceable or damage to the land that cannot be restored. Additionally, Grantee shall pay the **Edwin Spaniel** for all vegetation and crops that are damaged or destroyed during construction and installation of the water and sanitary sewer lines.

Grantor represents and warrants that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey the interests addressed in this instrument (the Water and Sanitary Sewer Easement, and the Temporary Construction Easement) to the Grantee for the purposes as described herein, with the exception of the leasehold estate for agriculture purposes owned by **Edwin Spaniel**. Any signatures or release of leasehold estates must be obtained from **Mr. Spaniel**.

Grantee understands and agrees, that part of the consideration for the granting of this “**Water and Sanitary Sewer Easement**,” is that Grantor will be able to attach its sewer facilities located on the property described in *Exhibit “A”* to the Grantee’s “**Water and Sanitary Sewer Line Facilities**,” and use said services. Grantee agrees that the “**Water and Sanitary Sewer Easement**” is subject to the limitation that the Grantor be allowed use of the sewer lines. Should Grantee, its successors and assigns, ever refuse the use by Grantor of the “**Water and Sanitary Sewer Line Facilities**,” then the consideration for the easement becomes insufficient, and the “**Water and Sanitary Sewer Easement**” terminates automatically, and reverts back to Grantor without any further action required of Grantor.

Grantor further warrants and conveys to Grantee **TO HAVE AND TO HOLD** the Water and Sanitary Sewer Easement, and the Temporary Construction Easement unto the Grantee for the

purposes herein set forth, and Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the Water and Sanitary Sewer Easement, and the Temporary Construction Easement, and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Grantee shall hold harmless, defend, and indemnify Grantor against any, suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of easement rights granted by this instrument.

WITNESS THE GRANTOR'S HAND this _____ day of _____, 2018.

GRANTOR:

ELLIS COUNTY

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF ELLIS

This instrument was acknowledged on this the _____ day of _____, 2018, by _____, _____ of Ellis County, a Texas corporation on behalf of said corporation.

Notary Public, State of Texas

GRANTEE:

CITY OF WAXAHACHIE, TEXAS
a Texas municipal corporation

By: _____,
Michael Scott, City Manager
AGREED AND ACCEPTED:
CITY OF WAXAHACHIE, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Scott, City Manager for and on behalf of the ***CITY OF WAXAHACHIE, TEXAS***, Texas municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Waxahachie, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2018.

Notary Public in and for the State of Texas
My Commission Expires:_____

EXHIBIT "A"

**FIELD NOTE DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT
CITY OF WAXAHACHIE, TEXAS**

Being a tract of land for Permanent Sanitary Sewer Easement 20-foot width and being under, over and across a called 233.21 acre tract located in the J.B. and A. Adams Survey, Abstract No. 005, Ellis County, Texas, conveyed to Ellis County by deed of unknown instrument in the Deed Records of Ellis County Texas (D.R.E.C.T.), said 20 foot Permanent Sanitary Sewer Easement being more particularly described as follows;

BEGINNING at a point for corner, said point being on the west line of Ellis County 233.21 acre tract and being on the east property line of a called 142.417 acre tract of land, conveyed to W. P. Legacy, LTD. By deed recorded in Inst. No. 1528988, of the Deed Records of Ellis County Texas (D.R.E.C.T.), and being on a common line of Abstract No. 303 and Abstract No. 005, said point bearing N 29°49'49" E, a distance of 246.28 feet from a 1/2" iron rod found at the southeast property corner of said W.P. Legacy tract said point also bearing S 29°49'49" E, a distance of 769.44 feet from a 1/2" iron rod found at the southwest property corner of a tract of land conveyed to Rolling Acres Addition, Unit II, Phase I, recorded in Cabinet B, Slide 291 of Map Records of Ellis County, Texas;

THENCE, S 60°26'45" E, departing the east property line of said W. P. Legacy, LTD. tract, the west line of said Ellis County 233.21 acre tract and the common line of said Abstract 005 and Abstract 303, a distance of 39.27 feet to a point for corner;

THENCE, S 29°49'49" E, a distance of 208.28 feet to a point for corner;

THENCE, S 53°34'16" E, a distance of 399.29 feet to a point for corner;

THENCE, S 36°10'33" E, a distance of 1000.82 feet to a point for corner;

THENCE, S 44°18'04" E, a distance of 978.25 feet to a point for corner;

THENCE, S 57°15'16" E, a distance of 423.39 feet to a point for corner;

THENCE, S 00°54'38" E, a distance of 35.36 feet to a point on the south property line of said Ellis County tract, and on the north right-of-way line of F. M. 878, a 80 foot wide right-of-way;

THENCE, S 89°05'22" W, along the south property line of said Ellis County 233.21 acre tract and along the north right-of-way line of said F.M.878, a distance of 20.00 feet to a point for corner;

THENCE, N 00°54'38" W, departing the south property line of said Ellis County 233.21 acre tract and the north right-of-way line of said F.M.878, for a distance of 24.64 feet to a point for corner;

THENCE, N. 57°15'16" W, a distance of 414.94 feet to a point for a corner;

THENCE, N. 44°18'04" W, a distance of 981.94 feet to a point for a corner;

THENCE, N. 36°10'33" W, a distance of 999.18 feet to a point for a corner;

THENCE, N 53°34'16" W, a distance of 400.44 feet to a point for corner, said point being in the common line of said Abstract No. 303 and Abstract No. 005;

EXHIBIT "A"

THENCE, N 29°49'49" W, along the common line of said Abstract No. 303 and Abstract No. 005, and passing said found 1/2" iron rod at a distance of 64.89 feet being the southeast property corner of said W.P Legacy, Ltd. tract and continuing for a total distance of 246.28 feet to the POINT OF BEGINNING, said 20-foot wide Permanent Sanitary Sewer Easement containing 1.403 acres (61,128 square feet) of land, more or less.

Also, a 50-foot wide temporary construction easement being immediately adjacent to and parallel with the northeasterly legs of the above described Permanent Sanitary Sewer Easement and continuing 3.622 acres of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 04/05/2018.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

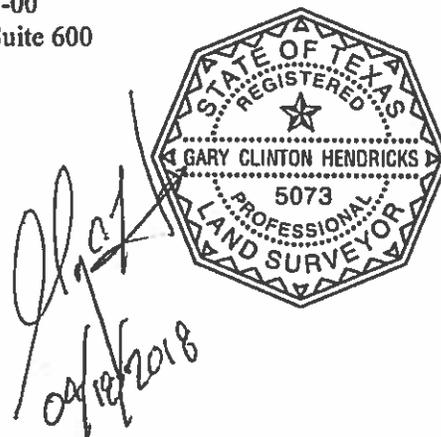


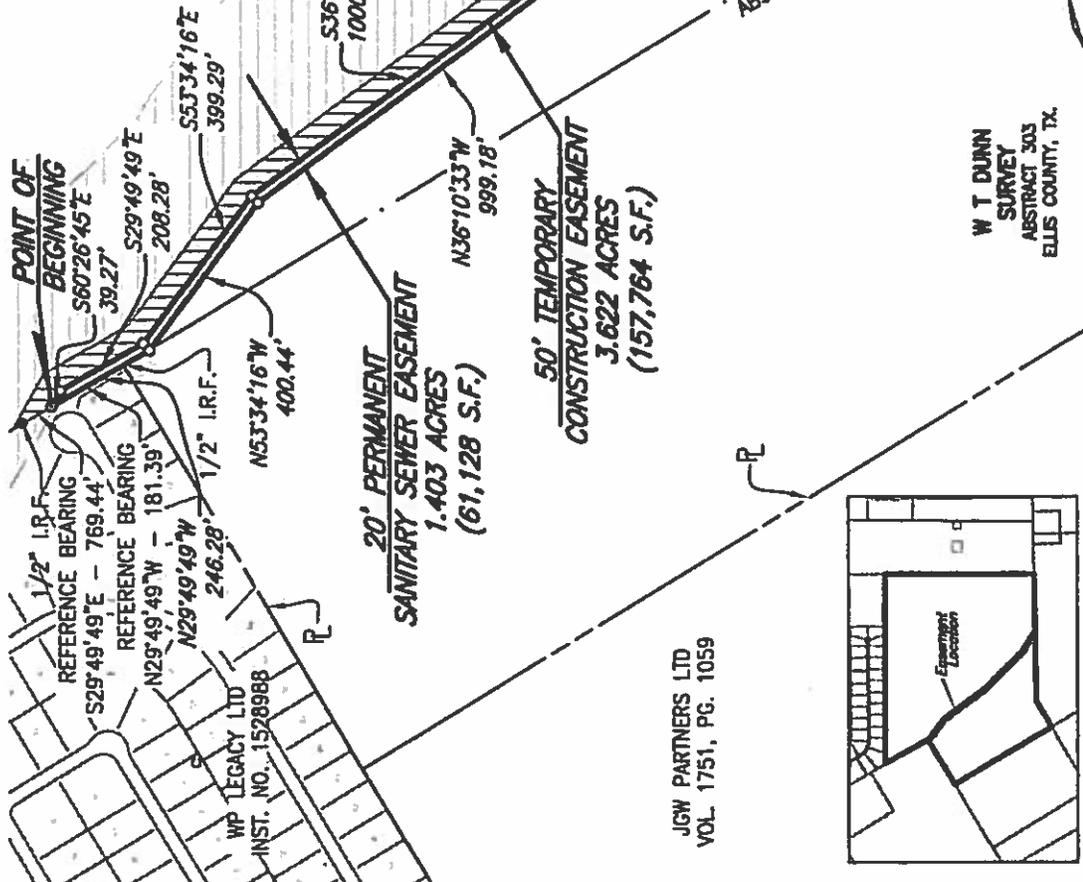
EXHIBIT "A"

PAGE 3 OF 3



**J & A ADAMS
SURVEY**
ABSTRACT 005
ELLIS COUNTY, TX

**ELLIS COUNTY
A CALLED 233.21 ACRE TRACT
VOL UNKNOWN, PG. UNKNOWN**



PARCEL NO. 3

CITY OF WAXAHACHIE, TEXAS

**ELLIS COUNTY
PERMANENT SANITARY SEWER EASEMENT**

**APRIL
2018**

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm No. 526; TBPLS Firm No. 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900



F.M. 87B (90' R.O.W.)

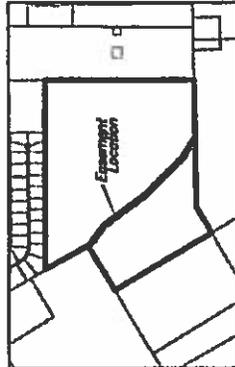
**W T DUNN
SURVEY**
ABSTRACT 303
ELLIS COUNTY, TX

ABSTRACT NO. 005
ABSTRACT NO. 303

**20' PERMANENT
SANITARY SEWER EASEMENT
1.403 ACRES
(61,128 S.F.)**

**50' TEMPORARY
CONSTRUCTION EASEMENT
3.622 ACRES
(157,764 S.F.)**

JGW PARTNERS LTD
VOL. 1751, PG. 1059



**EASEMENT
LOCATION MAP**

- NOTES:
- BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
 - FIELD SURVEYS CONCLUDED ON 04/05/2018.
 - A FIELD NOTE DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS EXHIBIT.



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS M. SUEHS
EXECUTIVE COMMISSIONER

January 5, 2012

Dear:

I am writing to you to inform you of changes to the state's current Upper Payment Limit (UPL) program that may affect you. The changes are the result of an 1115 Medicaid program waiver approved by the federal government on December 12, 2011. This letter provides background information on who will be affected, an overview of the types of changes, and ways for you to obtain additional information on the changes and what you will need to do if you are currently involved in the UPL program, or if you would like to participate in the opportunities offered under the 1115 waiver program that will replace the current UPL program.

You will be affected by changes to the UPL program if:

- You are a hospital district that provides funding for the current UPL program.
- You are a county that provides funding to a private or public hospital and those funds are matched through the UPL program.
- You are a hospital, public or private, that currently receives UPL funding.
- You are a county that does not currently participate in the UPL program (by providing county funds to a hospital, with those funds matched with federal funds), but has county funds that you are interested in potentially matching with federal funds under the new waiver program.
- You otherwise participate in the current UPL program, or want to learn more about the waiver.

It is important to note that under the changes to the UPL program, entities that want to continue or newly participate with the program at any time over the next five years, must engage in development and transition activities to be eligible for funding at any time in the five year waiver program.

Hospitals that currently receive UPL funding will have new conditions to meet to receive continued funding. One of the most significant changes involves a provider's participation in the regional planning process which will occur in the first year of the waiver. According to the rules of the waiver, if a provider does not participate in the regional healthcare plan development, they will be unable to receive any funds from the Delivery System Reform Incentive Payment (DSRIP) or Uncompensated Care (UC) pools. These changes are currently in effect and redefine the manner in which hospitals can access program funding.

1. **UC Pool Payments** are designed to help offset the costs of uncompensated care provided to Medicaid eligibles or to individuals who have no funds or third party coverage for services provided by the hospital or other providers.

To qualify for a UC payment, a hospital must submit an annual UC application that will collect cost and payment data on services eligible for reimbursement. Hospitals will be required to submit the application by September 30 of each year, beginning in 2012 in order to qualify for a UC Pool payment. (The document is currently under development and will be available at a future date).

Uncompensated care amounts will be based on:

- Uncompensated Medicaid costs and uninsured patients' costs not covered by Disproportionate Share Hospital (DSH).
 - Medicaid non-hospital uncompensated care costs (such as physician, clinic and pharmacy settings which will be defined by the UC Application document).
2. **DSRIP Pool Payments** are available as incentive payments to hospitals that develop programs or strategies supporting hospitals' efforts to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served. Programs or strategies eligible for incentive payments must be included in program plans submitted to the state as described below.

Regional Healthcare Partnerships and Plans

Under the waiver program, eligibility to receive payments from either of the funding pools described above will require participation in a Regional Healthcare Partnership (RHP). Entities providing IGT will work with other IGT-providing entities in geographical regions as Regional Healthcare Partnerships. The RHP regions will be developed throughout the state with each RHP required to submit a RHP plan to the state in order to receive funding.

Each RHP will include the IGT providers in an area, other hospital providers as well as other various healthcare providers. Each RHP will be 'anchored' by a public hospital or by the governmental entity providing IGT. The 'anchor' will be responsible for coordinating with other participating entities in the development of the RHP plan and for being the single point of contact for reporting with HHSC. (Details are noted in the section that follows). At a minimum, the plans will identify the participating partners, community needs, the proposed projects, and funding distribution.

A schedule of implementation activities is noted below and will also be posted on the agency website.

- | | |
|------------------------|--|
| March 31, 2012 | HHSC must submit a description of the state's plan for forming the RHPs, identifying the public hospitals directing each RHP, and the general projects and quality measures to be addressed in each RHP DSRIP to CMS for approval. |
| August 31, 2012 | HHSC, CMS, and Texas Medicaid hospitals are required to work collaboratively to develop the RHP planning protocols and the program funding and mechanics protocol. |
| October 1, 2012 | RHPs must submit their final DSRIP plans to the HHSC and CMS for approval. |

I look forward to working with you over the next year as we transition the program and your ongoing participation in the Texas Healthcare Transformation and Quality Improvement Program. Should you have questions about any information contained in this letter, please feel free to contact Maureen Milligan, Deputy Director for Quality and Cost Containment Department at (512) 491-1328 or maureen.milligan@hhsc.state.tx.

Sincerely,



Billy Millwee
Deputy Executive Commissioner for Health Services Operations

EXHIBIT "A"

**FIELD NOTE DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT
CITY OF WAXAHACHIE, TEXAS**

Being a tract of land for Permanent Sanitary Sewer Easement 20-foot width and being under, over and across a called 210.485 acre tract of land in the JB and A. Adams Survey, Abstract No. 005, Ellis County, Texas, conveyed to Ellis County by deed recorded in Volume 35, Page 47 of the Deed Records of Ellis County Texas (D.R.E.C.T.), said 20-foot wide Permanent Sanitary Sewer Easement being more particularly described as follows;

BEGINNING at a point for corner, said point being on the north line of said 210.485 acre Ellis County tract and being on the south right-of-way line of F. M. 878, a 80 foot wide right-of-way, said point bearing S 89°09'50" W, a distance of 953.03 feet from a found wood right-of-way monument on the south right-of-way line of said F. M. 878, said point also bearing N 76°38'37" W, a distance of 2026.65 feet from a 1/2" iron rod found at a westerly northwest property corner of a tract of land conveyed to J.B. and Mary Hurn, recorded in Volume 824, Page 280 of the D.R.E.C.T.

THENCE, S 00°54'38" E, departing the north property line of said 210.485 acre Ellis County tract and the south right-of-way line of said F.M. 878, a distance of 27.67 feet to a point for corner;

THENCE, S 27°11'13" E, a distance of 284.27 feet to a point for corner;

THENCE, S 59°57'49" E, a distance of 477.10 feet to a point for corner;

THENCE, S 66°55'21" E, a distance of 503.29 feet to a point for corner;

THENCE, S 24°18'54" E, a distance of 1002.37 feet to a point for corner;

THENCE, S 41°44'51" E, a distance of 440.21 feet to a point for corner;

THENCE, S 44°32'15" E, a distance of 386.77 feet to a point for corner;

THENCE, S 01°21'58" E, a distance of 360.63 feet to a point for corner;

THENCE, S 88°24'39" E, a distance 46.84 feet to a point for corner on the east property line of said 210.485 acre Ellis County tract and on west line of Lot 1 of the Dillard Estates Addition to Ellis County as recorded in Cabinet C, Slide 120 of the Map Record of Ellis County, Texas;

THENCE, S 00°55'20" E, along the east property line of said 210.485 acre Ellis County tract and along the west property line of said Lot 1 of Dillard Estates Addition to Ellis County, for a distance of 20.02 feet to a point for corner;

THENCE, N 88°24'39" W, departing the east property line of said Ellis County tract and the property line of said Lot 1 of Dillard Estates Addition, for a distance of 66.71 feet to a point for corner;

THENCE, N 01°21'58" W, a distance of 371.71 feet to a point for a corner;

THENCE, N 44°32'15" W, a distance of 379.35 feet to a point for a corner;

THENCE, N 41°44'51" W, a distance of 443.76 feet to a point for a corner;

EXHIBIT "A"

THENCE, N 24°18'54" W, a distance of 997.63 feet to a point for a corner;

THENCE, N 66°55'21" W, a distance of 496.71 feet to a point for a corner;

THENCE, N 59°57'49" W, a distance of 484.20 feet to a point for a corner;

THENCE, N 27°11'13" W, a distance of 294.82 feet to a point for corner;

THENCE, N 00°54'38" W, a distance of 32.33 feet to a point for corner on north line of said Ellis County tract and being on the south right-of-way line of said F. M. 878;

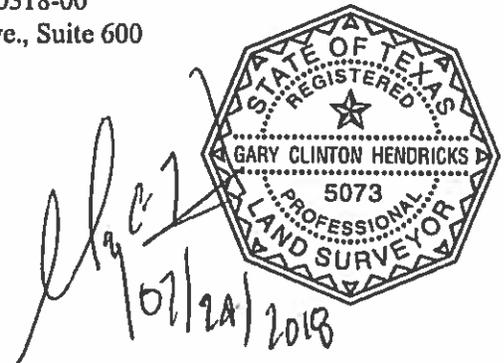
THENCE, N 89°05'22" E, along the north property line of said 210.485 acre Ellis County tract and along the south right-of-way line of said F. M. 878, for a distance of 20.00 feet to the POINT OF BEGINNING, said 20-foot Permanent Sanitary Sewer Easement containing 1.629 acres (70,964 square feet) of land, more or less.

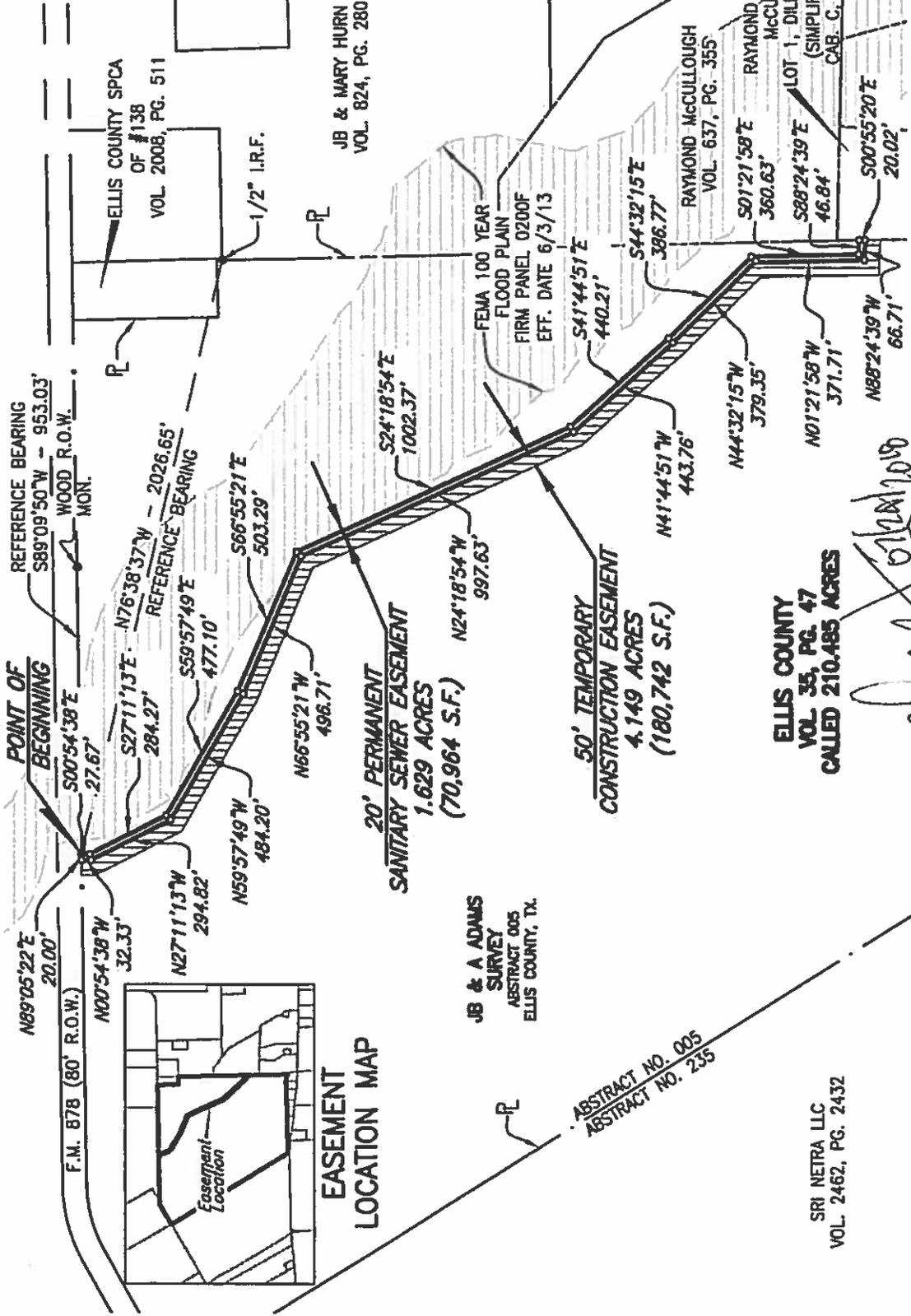
Also a 50-foot wide temporary construction easement being immediately adjacent to and parallel with the westerly legs of the above described Permanent Sanitary Sewer Easement and containing 4.149 acres (180,742 square feet) of land, more or less.

Notes:

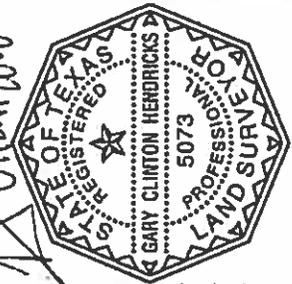
1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 04/05/2018.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243





CITY OF WAXAHACHIE, TEXAS	
ELLIS COUNTY	
PERMANENT SANITARY SEWER EASEMENT	
BIRKHOFF, HENDRICKS & CARTER, L.L.P.	
PROFESSIONAL ENGINEERS	
TBPE Firm No. 526; TBPLS Firm No. 10031800	
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900	
JULY	2018



- NOTES:**
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
 2. FIELD SURVEYS CONCLUDED ON 04/05/2018.
 3. A FIELD NOTE DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS EXHIBIT.

3.23

Memorandum of Understanding

Maypearl ISD Police Department & Ellis County Sheriff Office

The Texas Education Code requires a Memorandum of Understanding to outline reasonable communication and coordination efforts between ISD Police agencies and other agencies with which they share overlapping jurisdiction.

The Maypearl ISD Police Department and the Ellis County Sheriff Office agree to communicate when a significant event occurs within their jurisdiction, or in a significant event that may have an effect within their jurisdiction.

The Ellis County Sheriff Office agrees to provide radio communication services to the Maypearl ISD Police Department. The Maypearl ISD agrees to reimburse actual cost to the county if so deemed.

Both agencies agree to provide available resources to the other, as requested and deemed necessary.

Both agencies agree the the law enforcement agency providing the most significant resources in a major event shall be "in command" of the event. Both agencies agree that both agencies will have representation in the event command center.

In a significant event, both agencies agree to coordinate the release of information to the media, parents, and the communities involved.

Dated this 13th day of December, _____



Maypearl ISD Police Department Representative

Ellis County Sheriff Office Representative

3.25

THE STATE OF TEXAS §

COUNTY OF ELLIS §

COMMISSIONERS COURT ORDER RESCINDING THE COURT'S ACTION ON JULY 31, 2018, AGENDA ITEM 3.11 AND OCTOBER 3, 2018, AGENDA ITEM 2.2 CONCERNING THE RETENTION OF FERRER POIROT & WANSBROUGH, FEARS NACHAWATI, MOTLEY RICE AND ATTORNEY AARON WILEY FOR REPRESENTATION IN OPIOID LITIGATION

The Ellis County Commissioners Court met on December 18, 2018 in regular session for the consideration of rescinding the Contingency Fee Contract of Representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley originally entered into on July 31, 2018, Agenda Item 3.11 and amended on October 3, 2018, Agenda Item 2.2.

A motion was made by Commissioner _____ and seconded by

Commissioner _____ that:

“The Commissioners Court rescind the Contingency Fee Contract of Representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley for professional services that was originally entered into on July 31, 2018, Agenda Item 2.2 and amended on October 3, 2018, Agenda Item 2.2.”

Said motion was approved by a vote of the Commissioners Court on the 18th day of December, 2018.

NOW THEREFORE BE IT RESOLVED AND ORDERED:

The Commissioners Court of Ellis County, Texas does hereby enter this order rescinding the Contingency Fee Contract of Representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley for professional services that was originally entered into on July 31, 2018, Agenda Item 2.2 and amended on October 3, 2018, Agenda Item 2.2.

WITNESS OUR HAND THIS THE 18th DAY OF DECEMBER 2018.

Carol Bush, Ellis County Judge

Randy Stinson, Comm. Pct. 1

Lane Grayson, Comm. Pct. 2

Paul Perry, Comm. Pct. 3

Kyle Butler, Comm. Pct. 4

THE STATE OF TEXAS §

COUNTY OF ELLIS §

COMMISSIONERS COURT ORDER GRANTING AN EXEMPTION UNDER SECTION 262.024, LOCAL GOVERNEMENT CODE, FROM THE BIDDING REQUIREMENTS OF SECTION 262.023, LOCAL GOVERNMENT CODE, UPON THE COMMISSIONERS COURT FINDING THAT THE CONTINGENCY FEE CONTRACT OF REPRESENTATION WITH FERRER POIROT & WANSBROUGH, MOTLEY RICE, LLC, FEARS | NACHAWATI, PLLC, AND AARON WILEY IS FOR A PROFESSIONAL SERVICE

The Ellis County Commissioners Court met on December 18, 2018 in regular session for the consideration of Contingency Fee Contract of Representation Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley. The Commissioners Court finds that this contract is for a professional service and that the Commissioners Court may grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code.

A motion was made by Commissioner _____ and seconded by

Commissioner _____ that:

“The Commissioners Court find the Contingency Fee Contract of Representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley is for a professional service and that the Commissioners Court grant an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code, and enter an order to that affect, and that the Commissioners Court approve the Contingency Fee Contract of Representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley”

Said motion was approved by a vote of the Commissioners Court on the 18th day of December, 2018.

NOW THEREFORE BE IT RESOLVED AND ORDERED:

The Commissioners Court of Ellis County, Texas does hereby enter this order granting an exemption under Section 262.024, Local Government Code, from the bidding requirements of Section 262.023, Local Government Code, upon the Commissioners Court finding that the Contingency Fee Contract of Representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley is for a professional service.

WITNESS OUR HAND THIS THE 18th DAY OF DECEMBER 2018.

Carol Bush, Ellis County Judge

Randy Stinson, Comm. Pct. 1

Lane Grayson, Comm. Pct. 2

Paul Perry, Comm. Pct. 3

Kyle Butler, Comm. Pct. 4

3.27

THE STATE OF TEXAS §

COUNTY OF ELLIS §

COMMISSIONERS COURT APPROVING THE NEW ATTORNEYS' RETAINER CONTRACT OF REPRESENTATION WITH FERRER POIROT & WANSBROUGH, MOTLEY RICE, LLC, FEARS | NACHAWATI, PLLC, AND AARON WILEY, FOR OPIOID LITIGATION

The Ellis County Commissioners Court met on December 18, 2018 for the consideration of a new Attorney's Retainer Contract of representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley, for Opioid Litigation. The Commissioners Court finds that there is a substantial need for the legal services, the legal services cannot be adequately performed by the County Attorney's Office and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the county does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

A motion was made by Commissioner _____ and seconded

by Commissioner _____ that:

"The Commissioners Court enter into an Attorney's Retainer Contract of representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley, for Opioid Litigation due to a substantial need for the legal services, the legal services cannot be adequately performed by the County Attorney's Office and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the county does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees."

Said motion was approved by a vote of the Commissioners Court on the 18th day of December, 2018.

NOW THEREFORE BE IT RESOLVED AND ORDERED:

The Commissioners Court of Ellis County, Texas does hereby enter this order approving an Attorney's Retainer Contract of representation with Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley, for Opioid Litigation upon the Commissioners Court finding that there is a substantial need for the legal services, the legal services cannot be adequately performed by the County Attorney's Office and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the county does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

WITNESS OUR HAND THIS THE 18th DAY OF DECEMBER 2018.

Carol Bush, Ellis County Judge

Randy Stinson, Comm. Pct. 1

Lane Grayson, Comm. Pct. 2

Paul Perry, Comm. Pct. 3

Kyle Butler, Comm. Pct. 4

Attest: _____
Cindy Polley, County Clerk

ATTORNEY'S RETAINER CONTRACT

This Attorney's Retainer Agreement ("Agreement") is made and entered into this ____ day of ____ 2018, between Ferrer Poirot & Wansbrough, Motley Rice, LLC, Fears | Nachawati, PLLC, and Aaron Wiley collectively referred to as the "Law Firms" or "Attorneys", and ELLIS COUNTY, TEXAS ("Client").

WHEREAS, The Client has determined that claims should be made against Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Ellis & Ellis, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan, PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, and Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., AmerisourceBergen, McKesson and Cardinal Health, and/or such other entities as may be revealed in subsequent litigation, which have engaged in various wrongdoing, including but not limited to, violations of Medicaid Fraud, Public Nuisance, Common Law Fraud, Negligence, Gross Negligence, violations of the Controlled Substances Act, RICO, DTPA and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, The Client has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with Defendants' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, The Client has further determined that it is in the best interests of the city/ county and its citizens that the city/county retain attorneys with significant litigation experience; and,

WHEREAS, The Law Firms, are experienced at such litigation and consented to represent the Client, respecting the claims and pursuant to the terms and conditions hereof;

WHEREAS, The Ellis County Commissioners Court have found, as required by Texas Government Code § 2254.103(d):

- (1) there is a substantial need for the legal services provided in this Agreement;
- (2) the legal services provided in this Agreement cannot adequately be performed by the attorneys and supporting personal of the Client or another governmental entity; and
- (3) the legal services provided in this Agreement cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because the Client does not have funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

IT IS, ACCORDINGLY, AGREED as follows:

1. The Client hereby retains the Law Firms, to investigate, research, and prepare claims or complaint(s) for the Office of the Client to file in any appropriate court or before any appropriate governmental agency.

2. The Client does not relinquish its constitutional or statutory authority or responsibility through this Retention Agreement. The Client has the sole authority to settle this litigation, and the Law Firms shall apprise the Client of all settlement offers. The Law Firms shall consult with the Client and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The Client shall cooperate with the Law Firms and use his best efforts to secure the cooperation of other State agencies. The Client is not required, however, to assign any member of his staff to pursue the claims, but may from time to time afford staff and either support services as the Client deems appropriate. The Client shall designate one or more members of his staff to monitor these claims, who will be available directly to the parties in this matter as needed, and the Law Firms shall keep the Client and his designated staff member(s) fully informed on all matters pertaining to the claims.
3. The Client and the Law Firms recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the claims has or can be made.
4. **The method by which the fee will be computed.** The Law Firms will be compensated by the Client on a contingent fee as defined by Texas Government Code § 2254.101 on the following basis:

Attorneys will assume joint responsibility for your representation and the division of the attorney's fees between Attorneys and any associated counsel will be based upon that joint representation and will not affect the amount that Client(s) recovers in any way. Pursuant to Texas Government Code § 2254.105, the percentages referenced below will be calculated on and subtracted from the gross amount of any recovery obtained before any outstanding expenses incurred by Attorneys are deducted.

In accordance with Texas Government Code § 2254.106(c) and (d), the amount of the contingent fee will not exceed the lesser of 4 times the the total number of hours worked by attorneys, law clerks, and paralegals times their respective Hourly Rates as defined below, or the percentage schedule below:

Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus

Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000.00); plus

Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus

Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus

Five percent (5%) of any portion of such recovery exceeding Twenty-Five Million Dollars (\$25,000,000.00).

The percentages schedule above remains the same regardless of the stage of the case at which the recovery is obtained, whether the matter is settled, tried, or tried and

appealed. The Client agrees that a multiplier of 4 is reasonable, based on the expected difficulties in performing this Agreement, the amount of expenses expected to be risked by the contractor, the expected risk of no recovery, and any expected delay in recovery. This is not a mixed hourly and contingent fee contract, as that term is defined in Texas Government Code § 2254.107.

Attorneys will keep billable time for services rendered pursuant to this Agreement at the rate of \$950.00/hour for partners, \$550.00/hour for senior associates, \$375.00/hour for associates and \$250.00/hour for law clerks and paralegals (“Hourly Rates”). All subcontracted legal support will be billed as a case expense, subject to reimbursement in accordance with Texas Government Code §2254.105(5). The Hourly Rates apply to subcontracted work performed by an attorney, law clerk or paralegal who is not a contracting attorney or a partner, shareholder, or employee of the Law Firms, and work performed by a contracting attorney or by a partner, shareholder, or employee of a contracting attorney or law firm. The Client agrees that the Hourly Rates are the reasonable and customary rates in the relevant locality for the type of work performed and the relevant experience, demonstrated ability, and standard hourly billing rate of the persons performing the work.

The attorneys’ fees will be split between Attorneys as follows: Motley Rice LLC will retain 50 percent (50%) of the total net attorneys’ fees, and Fears | Nachawati Law Firm, PLLC will retain 16.66 percent (16.66%) of the total net attorneys’ fees, and the Law Office of Ferrer Poirot & Wansbrough will retain 16.66 percent (16.66%) of the total net attorneys’ fees, and Attorney Aaron Wiley will retain 16.66 percent (16.66%).

5. To the extent required by law or Court order, the Client may request that the Court, award the State/County/City and the Law Firms reasonable attorneys' fees not in excess of the fee schedule outlined in paragraph 5 above.
6. All litigation and other expenses, including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the Client, shall be paid entirely by the Law Firms, but shall be reimbursed, after deduction for attorney’s fees, from any gross recoveries from the pursuit of the claims. The amount recovered for purposes of the contingent fee computation described in this Agreement is the amount obtained before such expenses are deducted.
7. If no recovery is obtained for Client, Law Firms shall receive no compensation or reimbursement from the client for attorney’s fees or expenses.
8. **Attorneys will use best efforts to minimize costs.** The Law Firms will be proportionally responsible according to the division of attorneys’ fees for fronting all case expenses, included but not limited to travel expenses. Client agrees that if there is a settlement or verdict to reimburse Law Firms for all case costs and expenses including but not limited to experts, depositions, copying, filing fees, records fees, discovery and litigation support, settlement and fund administration fees, interest on any firm lines of credit, jury consultants and all other case costs not mentioned herein. Law Firms agree to use good judgment in controlling case expenses.
9. Attorneys, and/or its associated counsel, are hereby authorized to file suit when and in any manner they deem advisable once County/City Attorney approves the complaint; however, the consent of Client(s)

must be secured before any final settlement is made. Further, Client empowers Attorneys to take all steps in said matter deemed by Attorneys to be advisable, including but not limited to effectuating a compromise, instituting legal proceedings and to take any other appropriate steps necessary to prosecute the case. All money collected and disbursed to, or on behalf of, Client will be accounted for in an itemized statement upon successful conclusion, if any, of Client's case.

10. With the approval of the Client, the Law Firms may associate other attorneys at its own expense and at no cost to the Client. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firms' commitments delegable without the express, written approval of the Client. The Law Firms will assume joint responsibility for your representation, and the division of the attorney's fees, between our firm, and the referring attorney(s) will be based upon that joint representation.
11. The Law Firms shall defend and indemnify the County/City for any claims asserted against the county by the defendants related to this action.
12. The Law Firms shall, from the initiation of their work for Client, keep current and complete written time and expense records as described in Paragraph 15, below. The Law Firms shall maintain such records from the date of this Agreement until not less than four (4) years after this contract expires or is terminated. Such records shall include documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the providing of attorney services. In addition, the Law Firms shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of no greater than one tenth of an hour
13. This contract is effective after review and approval by the Texas Comptroller of Public Accounts.
14. **Motley Rice, LLC, Ferrer Poirot & Wansbrough, Fears Nachawati, PLLC and Aaron Wiley, verify that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Harris Systems USA, Inc. further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.**
15. (a) Law Firms shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract, as required by Texas Government Code § 2254.104(a).

(b) The records for billed services shall be submitted to the Client upon request within 30 days. Law Firms shall permit Client, the Ellis County Judge or his designee, the Texas attorney general, and the Texas state auditor each to inspect or obtain copies of the time and expense records at any time on request, in accordance with Texas Government Code § 2254.104(b).

(c) On conclusion of the matter for which legal services were obtained, Law Firms shall provide Client with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the Law Firms' computation of the amount of the contingent fee, and contains the final complete time and expense records required by Subsection (a), above ("the Final Statement"). The Final Statement is public information under Chapter 552 of the Texas Government Code and may not be

withheld from a requestor under that chapter, under Section 552.103 of the Texas Government Code, or any other exception from required disclosure.

(d) This subsection does not apply to the Final Statement required by Subsection (c), above. The Parties to this Amended Attorneys' Retainer Contract understand that all time and expense records required under this section are public information subject to required public disclosure under Chapter 552. Information in the records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer of Ellis County, being the Ellis County Attorney determines that withholding the information is necessary to protect Ellis county's strategy or position in pending or reasonably anticipated litigation. Information withheld from public disclosure under this subsection shall be segregated from information that is subject to required public disclosure.

16. As required by Texas Government Code Section 2254.105(4), any subcontracted legal or support services performed by a person who is not a contracting attorney or a partner, shareholder, or employee of the Law Firms is an expense subject to reimbursement only in accordance with Texas Government Code Subchapter C.
17. The amount of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited in accordance with Texas Government Code Chapter 2254, Subchapter C, which applies to this contract as provided by Texas Government Code § 2254.102. However, compliance with Texas Government Code Chapter 2254, Subchapter C will not relieve Attorneys of an obligation or responsibility under other law, including under the Texas Disciplinary Rules of Professional Conduct.
18. The Client has entered this contract through the approval of its governing body, the Comissioners Court, and by the signature of the Commissioners Court's presiding officer, as provided in Texas Government Code § 2254.103(a)(1).

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT

SIGNED AND EXECUTED THIS _____ DAY OF _____, 2018.

Matthew McCarley, *Fears | Nachawati Law Firm*

**Hon. Carol Bush, Ellis County Judge, On Behalf of Ellis County, Texas
CLIENT**

Matthew Daniel, *Ferrer Poirot & Wansbrough*

Elizabeth Smith, *Motley Rice, LLC*

Aaron Miley, *Attorney*

APPROVED BY:

OFFICE OF THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

By: Deputy Comptroller or his designee

Date: _____