

**ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT**

RECEIVED 7/9/15

FI BR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50802-00000-000	Equipment	2,200.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50702-00000-000	Repairs	2,200.00


Signature of Department Head

7-8-15
Date Signed

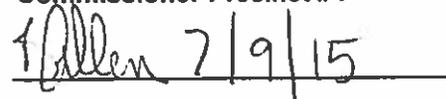
15 / Jail
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:


7/9/15

Needs court approval

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

RECEIVED

JUL 15 2015

ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-30301-00000-000	FM2 FUND BALANCE CARRY OVER	\$10,000.00

POSTED IN
PCT 2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50909-00000-000	FM2 REPAIRS PARTS	\$10,000.00

POSTED IN
PCT 2
COMPUTER

Signature of Department Head

7-15-15
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 _____, 2014/2015

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

Approved by County Auditor's Office:

W. Miller 7/16/15

Needs court approval

F5

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50908-00000-000	FM1 Lumber	\$2,000.00
009-0602-50908-00000-000	FM1 Lumber	\$2,000.00
009-0602-50908-00000-000	FM1 Lumber	\$16,000.00
009-0602-50868-00000-000	FM1 Contract Labor	\$33,000.00
013-0101-50920-00000-000	Material Rd.	\$15,500.00

DR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50911-00000-000	FM1 Gravel	\$16,000.00
009-0602-50962-00000-000	FM1 Lubricants	\$2,000.00
009-0602-50907-00000-000	FM1 Tires	\$2,000.00
009-0602-50911-00000-000	FM1 Gravel	\$33,000.00
009-0602-50911-00000-000	FM1 Gravel	\$15,500.00

DR

DR
Signature of Department Head

7/20/15
Date Signed

R+B1
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:

Holler 7/20/15
Needs court approval

FL6

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-30302-00000-000	FUND BALANCE CARRYOVER	112,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50868-00000-000	CONTRACT LABOR	112,000.00

Kyle Butts
Signature of Department Head

20-Jul-15

Date Signed

R&B PCT. 4
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:

Hallen 7/20/15

Needs court approval

F 7

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0530-50602-00000-000	Staff Travel	1270.23
001-0530-50801-00000-000	Supplies	600.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0530-50601-00000-000	Travel Reimbursement	1076.42
001-0530-50803-00000-000	Furniture/Fixtures	205.46
001-0530-50805-00000-000	Conference	193.54
001-0530-50806-00000-000	Official Bond/Dues	149.32
001-0530-50874-00000-000	Docket Books/Printing	245.49


Signature of Department Head

7-21-15
Date Signed

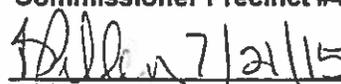
JPB
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:

 7/21/15
Needs court approval

CERTIFICATE

Carl Frenzel and wife Judith Frenzel, are the owners of that certain parcel of land situated in the Jesse Beilmas Survey Abstract No.144, Ellis County, Texas, a same property conveyed to us in deeds recorded in Volume 2805 Page 1159 and Volume 2745 Page 1880, Deed Records, Ellis County, Texas, and being more described as follows;

At a point for corner in the center of Shiloh Road that is the Southeast corner of the Frenzel tract as described in deed recorded in Volume 45 Page 1880, Deed Records, Ellis County, Texas, and same being the Southwest corner of a 1.5 acre tract conveyed to Alan Romero recorded in Volume 976, Page 50, Deed Records, Ellis County, Texas;

South 89 deg. 55 min. 43 sec. West along the centerline of Shiloh Road a distance of 337.3 feet to the Southwest corner of that tract to the Frenzel's by deed recorded in Volume 2805 Page 1159, Deed Records, Ellis County, Texas, and the Southeast corner of a 1.25 acre tract conveyed to Rodney T. Hays by deed recorded in Volume 1834, Page 570, Deed Records, Ellis County, Texas;

North 00 deg. 26 min. 02 sec. East a distance of 375.05 feet to a 1/2" iron rod found for an inner all corner of these tracts; North 89 deg. 40 min. 48 sec. West along their common line a distance of 145.1 feet to a 1/2" iron rod found for their common West corner in the East line of a 30.0' Ingress-Egress Easement as described in deed recorded in Volume 776, Page 442, Deed Records, Ellis County,

North 00 deg. 26 min. 02 sec. East along the East line of said Ingress-Egress Easement and the West line of the Frenzel tract a distance of 145.1 feet to a 1/2" iron rod found for the Frenzel Northwest corner and the Southwest corner of a 2.48 acre tract conveyed to Darryl Bates by deed in Volume 2708 Page 1806, Deed Records, Ellis County, Texas;

East (Deed Reference-Bearing) along the common line of the Frenzel tracts and the Bates tract a distance of 691.2 feet to their common East corner same being in the West line of Block A of Shiloh Forest, Phase 1, Revised, as recorded in Cabinet H, Slide 238, Plat Records, Ellis County,

South 00 deg. 31 min. 30 sec. West along the West line of Block A a distance of 640.29 feet to a 1/2" iron rod set for the common East corner of the Frenzel and Romero tracts;

North 88 deg. 54 min. 12 sec. West a distance of 198.2 feet to a fence post for corner at the Northwest corner of the Romero tract;

South 02 deg. 07 min. 34 sec. West along the West line of the Romero tract a distance of 324.97 feet to the PLACE OF BEGINNING and being 12.485 acres of land.

NOTIFICATION
YOU ARE KNOWN ALL MEN BY THESE PRESENTS:
Carl Frenzel and Judith Frenzel, do hereby adopt this plat designating the herein described property as LOTS 1 and 2 of FRENZEL ADDITION, an Addition to Ellis County, Texas, and hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the use of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from upon said easement strips for the purpose of construction, reconstruction, inspecting, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

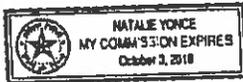
Witness my hand and seal of office at Ellis County, Texas, this the 22 day of July, 2015.

[Signature]
Judith Frenzel
Judith Frenzel

NOTARY
I, Natalie Yonce, undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carl Frenzel and Judith Frenzel, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and considerations therein in the capacity stated.

MY HAND AND SEAL OF OFFICE THIS 22 DAY OF July, 2015.

[Signature]
Natalie Yonce
State of Texas



NOTARY'S CERTIFICATE

NOTARY PRESENTS:

Michael L. Cox Registered Professional Land Surveyor No. 4003, do hereby certify that I prepared this plat from an actual survey of the land made on the ground and that the monuments shown hereon were placed or found under my personal supervision in accordance with the rules and regulations of the State of Texas.

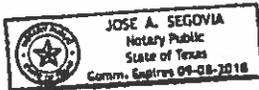
[Signature]
Michael L. Cox
RPLS No. 4003

NOTARY'S NOTARY

I, Michael L. Cox, undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Michael L. Cox, 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 purpose and considerations therein expressed and in the capacity stated.

MY HAND AND SEAL OF OFFICE THIS 17 day of JUNE, 2015.

[Signature]
Michael L. Cox
Dallas County, Texas



**SIMPLIFIED / MINOR PLAT
LOTS 1 and 2 FRENZEL ADDITION**

Being a 12.485 acre tract in the Jesse Beilmas Survey Abstract No.144, Ellis County, Texas

Owner:
Carl O. Frenzel
3111 Mockingbird Lane
Midlothian, Texas 76065

SURVEYOR:
Michael L. Cox
222 Texas Street
Cedar Hill, Texas 75104
972-291-7848

April 29, 2015

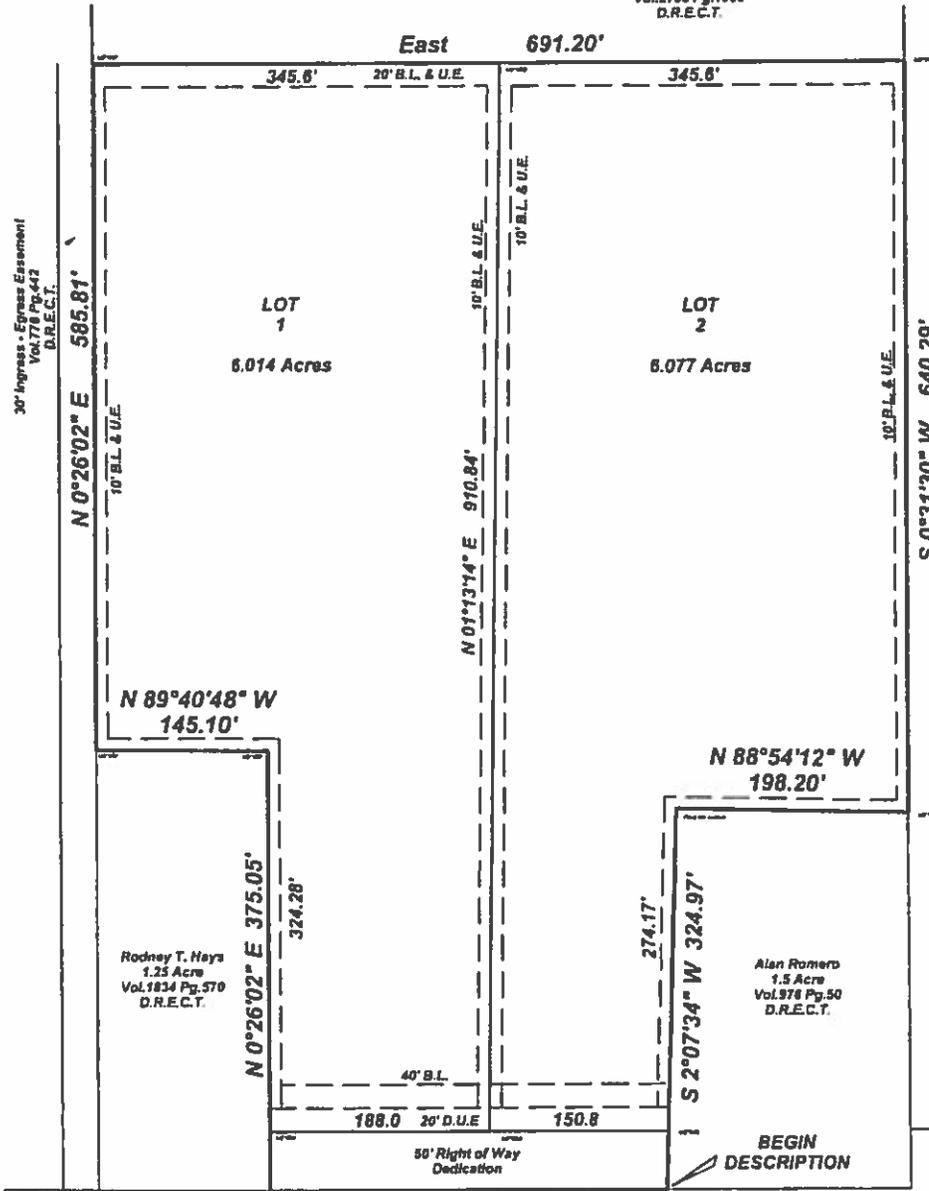
coxsurveying@sbcglobal.net

JOB NO. 23856R

Utility Easement
Utility Easement
Building Line

Darryl Bates
2.48 Acres
Vol. 2708 Pg. 1908
D.R.E.C.T.

541



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Notar

This plat has been approved by the Department of Development of Ellis County, Texas for on-site sewage facilities, pending any and all information as may be required by Ellis County Department of Development.

Department of Development Director

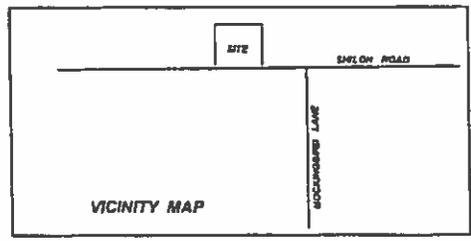
STATE OF TEXAS
COUNTY OF ELLIS

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

County Judge

NOTE; Lot 1 is in the aeronautical flight path of Eagles Nest runway.

The property shown herein is located in Zone X according to Community Panel No. 48139C0050F of the U.S. Department of Housing and Urban Development Flood Hazard Boundary Map Dated June 03, 2013.



Midlothian Planning Department Minor Plat App

This Plat is Approved by the Planning Department of Midlothian on this the ___ day of ___, 2015.

Planning Director
Planning Assistant

NOTE; D.U.E. = D
U.I
E

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

That we, Blackford Loving Trust, being the owners of that certain tract of land hereinafter described as follows:
FIELD NOTES
2.353 Acres

BEING all that certain lot, tract, or parcel of land lying in the J.H. MATTHEWS SURVEY, Abstract No. 675, and in the S.B. ORTON SURVEY, Abstract No. 813, and being a part of a called 3.007 acres tract of land described in Volume 867, Page 407, Deed Records, Ellis County, Texas, (DIRECT), and being a part of a called 105.79 acres tract of land described in Volume 846, Page 52, DIRECT, the two tracts being contiguous and herein described as one tract and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the existing curving north line of F.M. 1446 (a state road) for the southeast corner of this tract and which bears approximately S 85°35'29" W, 150.04 feet from a 1/2" steel rod found for the existing southeast corner of the said 3.007 acres tract with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6815447.428, Easting = 2442644.935;

THENCE 289.50 feet along the arc of a curve westerly and counter clockwise (Central Angle = 05°40'45"; Radus = 2924.79 feet, Long Chord = S 81°18'56" W, 289.78) and along the south line of this tract and the existing south line of the 3.007 acres tract and along the north line of F.M. 1446 to a 1/2" steel rod set for the southwest corner of this tract;

THENCE N 11°07'19" W, into the 3.007 acres tract and along the west line of this tract of approximately 127.94 feet pass the northwest line of the said 3.007 acres tract and the southeast line of the 105.79 acres tract and the recognized northwest line of the Orton Survey and the recognized southeast line of the Matthews Survey, continuing into the 105.79 acres tract, in all, 368.38 feet to a 1/2" steel rod set for the northeast corner of this tract;

THENCE N 73°17'32" E, 220.17 feet through the 105.79 acres tract and along the north line of this tract and through the Matthews Survey to a 1/2" steel rod set for the northeast corner of this tract;

THENCE S 20°35'37" E, through the 105.79 acres tract and along the east line of this tract and through the Matthews Survey at approximately 198.39 feet pass the southeast line of the 105.79 acres tract and the recognized northwest line of the Orton Survey and the recognized southeast line of the Matthews Survey and the recognized northwest line of the Orton Survey, continuing through the 3.007 acres tract and Orton Survey, in all, 427.79 feet to the POINT OF BEGINNING and containing approximately 2.353 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 1 DAY OF July, 2015.

Freda D. Blackford
Freda D. Blackford
Co-Trustee - Blackford Loving Trust

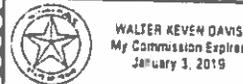
Donna B. Baker
Donna B. Baker
Co-Trustee - Blackford Loving Trust

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Freda D. Blackford, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that she executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1 DAY OF July, 2015.

Walter Keven Davis
Walter Keven Davis
Notary Public

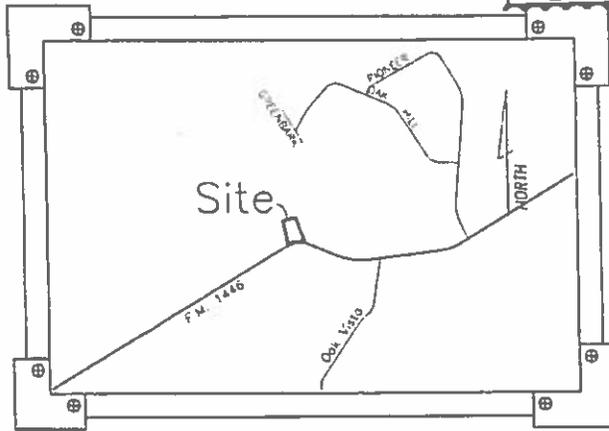
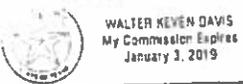


STATE OF TEXAS:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1 DAY OF July, 2015.

Walter Keven Davis
Walter Keven Davis
Notary Public



LOCATION MAP SCALE : 1" = 2000'

MINOR PLAT (City) / SIMPLIFIED PLAT (County)

LOT 1, BLOCK A
FREDA'S HOUSE ADDITION

Being a 2.353 Acres Addition in
the J.H. Matthews Survey, Abstract No. 675
and the S.B. Orton Survey, Abst. No. 813,
in the ETJ of the City of Waxahachie
Ellis County, Texas

REVISIONS	BY

DAVIS & MCDILL, Inc.
 (A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)
 ENGINEERS & SURVEYORS
 CONSULTING ENGINEERS - LAND SURVEYORS
 P.O. BOX 428, WAXAHACHIE, TEXAS 75168
 PHONE: 972-936-1185 FAX: 972-937-0307

Date	6-29-15
Scale	1"=60'
Drawn	Staff
Job	215-0178
Sheet	1
of	1 sheets.

37.985
Acres
Vol. 2417,
Pg. 1648
OPRECT

Find
1/2"
S.R.

RA TERRITORIAL
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ULATIONS

Building Development Director
015

County, Texas:
... 2015

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y Commissioner

ment of Development for
mation as may be required

Date

SP2



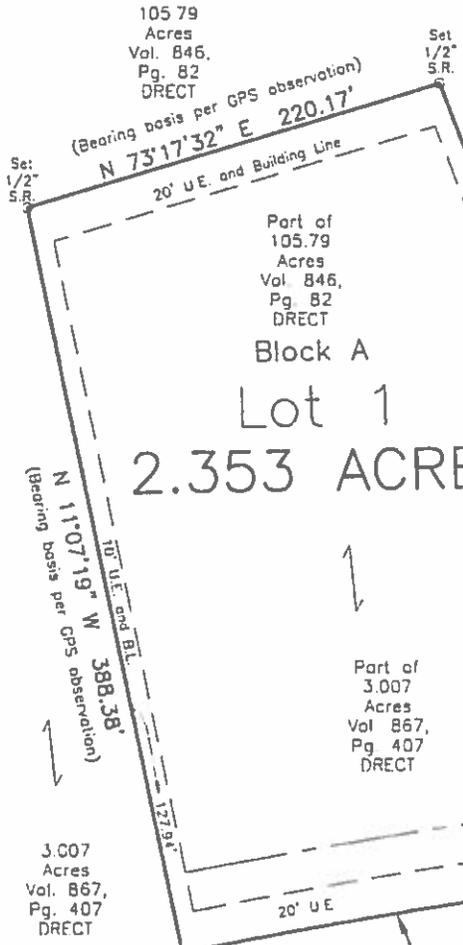
Scale 1" = 60'

LEGEND

- O - Property Corner Symbol
- Fnd. - Found
- S.R. - Steel Rod
- S.P. - Steel Pipe
- U.E. - Utility Easement
- P/P - Utility Pole
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- C/L - Centerline
- - Drainage Flow
- X - Spot Elevations

105.79 Acres
Vol. 846,
Pg. 82
DRECT

NOTE:
No 100 year floodplain
per FEMA FIRM Map #
48139C0325 F
Zone X Unshaded



105.79 Acres
Vol. 846,
Pg. 82
DRECT

Fn
1/5

3.007 Acres
Vol. 867,
Pg. 407
DRECT

Part of
3.007
Acres
Vol. 867,
Pg. 407
DRECT

Block A
Lot 1
2.353 ACRES

P.O.B. L = 150.05'
S 85°35'29" W
150.04' (Chord)

F.M. 1446
120' R.O.W.

Central Angle = 05°40'45"
Radius = 2924.79'
L = 289.90'
Long Chord = S 81°16'56" W
289.78'
(Bearing basis per GPS observation)

NOTE:
PROPERTY IS IN THE
JURISDICTION (ETJ)
WAXAHACHE AND IS
PLATTING RULES AND

- DRAINAGE NOTES:**
- (1) BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED
 - (2) THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS
 - (3) ELLIS COUNTY WILL NOT BE RESPONSABLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION
 - (4) ELLIS COUNTY WILL NOT BE RESPONSABLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS

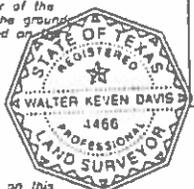
Owner:
Donna B. Baker
Phone: 817-888-2997

PLAT AP
CITY OF WAXAH
ELLIS COUNTY,
By: *[Signature]*
Approved: 7/15

STATE OF TEXAS,
COUNTY OF ELLIS:
Certificate of approval by the Commissioners Court of
Approved this date, the _____ day of _____

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

[Signature]
Walter Keven Daws
Texas Registration No. 4466



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

This plat has been Preliminary/Final approved by the an on-site sewage facility system pending any and c by the Ellis County Department of Development.

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

Give under my hand and seal this the _____ day of _____, 2015.
[Signature]
Notary Public in and for the State of Texas
JAMES H MCCOIL
My Commission Expires _____
12/31/2015

Public Works Director

1.1

Jeff and Karen Voigts
3210 Windridge Ct
Midlothian, Texas 76065
June 22, 2015

Director of Development
Ellis County Department of Development
109 South Jackson St.
Waxahachie, Texas 75165

Subject: Variance Request from Water Main Size for Fire Hydrants to support a replat of Lots 19 & 20 in the Lakegrove Subdivision

Reference: Sardis-Lone Elm Water Supply Corporation Letter Identifying Water Main Size for 3210 & 3220 Windridge Ct, Midlothian, Texas

Dear Director of Development:

Our residence is Lot 19 of the Lakegrove subdivision in Midlothian, Texas. We are writing to request a variance from County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes as it relates to the fire hydrant minimum water main requirement of 6". The reason for the variance request is the water main size to lot 19 & 20 is 3" as evidenced by the Sardis-Lone Elm Water Supply Corporation letter identifying the water main size for these two lots.

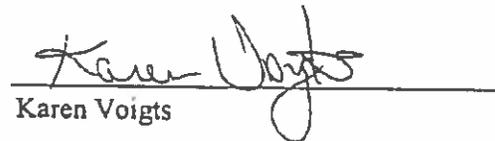
If you have questions about this variance request you may contact us by phone at 817-475-7711 or by email at jvoigts@sbcglobal.net.

Thank you for your consideration of this variance request.

Sincerely,



Jeff Voigts



Karen Voigts

1.1

SARDIS-LONE ELM

WATER SUPPLY CORPORATION

To whom it may concern,

Sardis-Lone Elm Water Supply provides water to 3210 Windridge Lt. 19 and 3220 Windridge Lt. 20 and there is currently a 3 inch water main that serves the two properties. If you have any further questions please feel free to contact me at 972-775-8566.

Sincerely,



Chet Kelley

STATE OF TEXAS
COUNTY OF TARRANT

Know all men by these presents, that the undersigned, James A. Davis, Jr. and Joseph L. McMillan, do hereby certify that the plat of the subdivision of the land described in the plat is a true and correct copy of the original plat as the same is on file in the office of the County Clerk of Tarrant County, Texas.

Witness my hand and seal of office this 9th day of June, 2015, at the City of Dallas, Texas.

James A. Davis, Jr.
County Clerk

Notary Public

STATE OF TEXAS
COUNTY OF TARRANT

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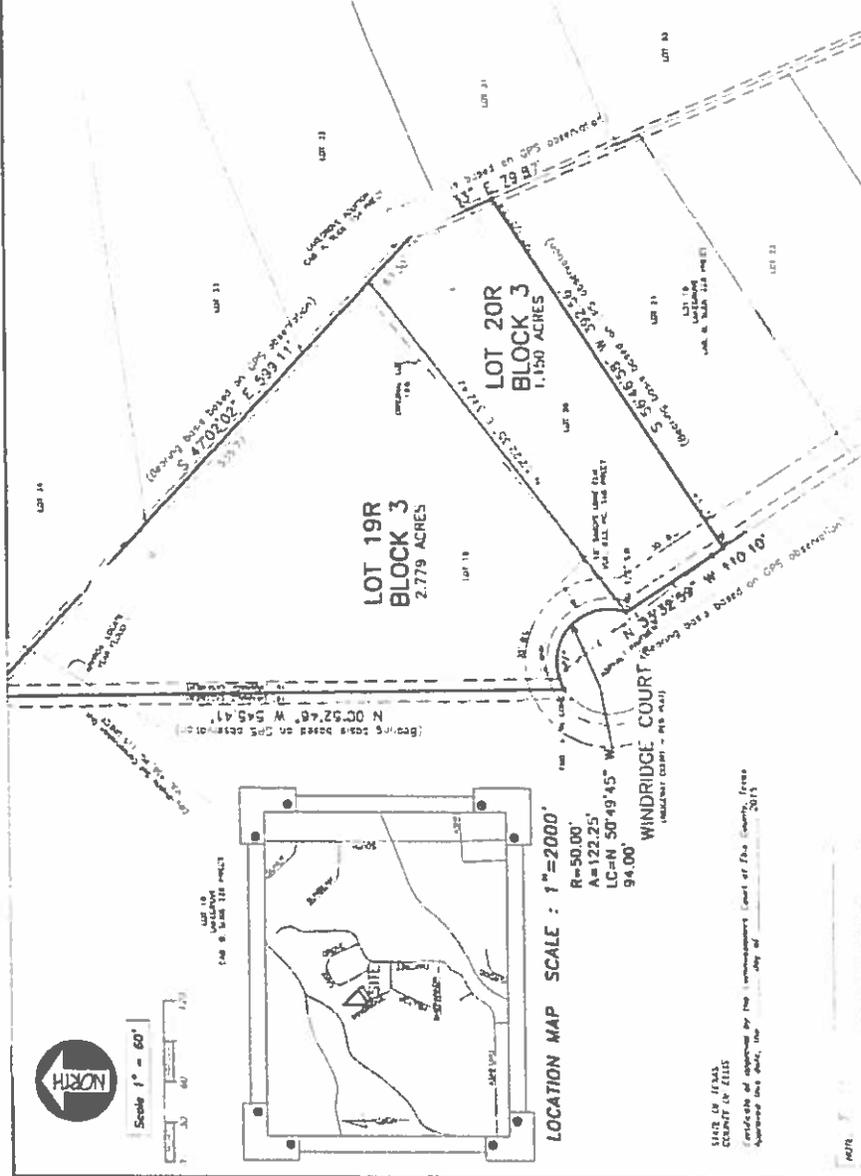
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Witness my hand and seal of office this 9th day of June, 2015, at the City of Dallas, Texas.

James A. Davis, Jr.
County Clerk

Notary Public



GENERAL NOTES

1. TO THE FIELD AND TO THE RECORDS OF THE COUNTY CLERK OF TARRANT COUNTY, TEXAS.
2. ALL RECORDS SHALL BE IN ACCORDANCE WITH THE PUBLIC INFORMATION ACT.
3. ALL RECORDS SHALL BE IN ACCORDANCE WITH THE PUBLIC INFORMATION ACT.
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AMENDED PLAT (City) / REPLAT (County)
Lot 19 and Lot 20
REVISED LAKEGROVE ADDITION

Being a replat of Lot 19 and Lot 20
Block 3, of Revised Lakegrove Addition
in the E.T.J. of the City of Midlothian
Ellis County, Texas

2 Residential Lots

ENGINEERS
D&M
SURVEYORS
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185
Fax: Metro 972-938-1185

DAVIS & McDILL, Inc.

Drawn by: Kern Huber Date: June 9, 2015 Job no.: 215-0143

1.2

John and Rosette Posey
3220 Windridge Ct
Midlothian, Texas 76065
June 22, 2015

Director of Development
Ellis County Department of Development
109 South Jackson St.
Waxahachie, Texas 75165

Subject: Variance Request from 150' Minimum Road Frontage Requirement to support a replat of Lots 19 & 20 in the Lakegrove Subdivision

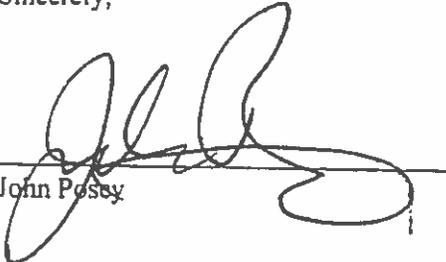
Dear Director of Development:

Our residence is Lot 20 of the Lakegrove subdivision in Midlothian, Texas. We are writing to request a variance from County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes as it relates to the minimum road frontage requirement of 150'. The reason for the variance request is the current road frontage for our residence is 110'.

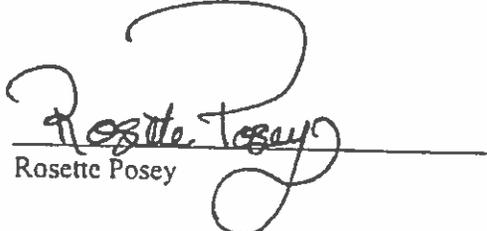
If you have questions about this variance request you may contact us by phone at 214-663-6850 or by email at johnposey@sbcglobal.net.

Thank you for your consideration of this variance request.

Sincerely,



John Posey



Rosette Posey

1.2

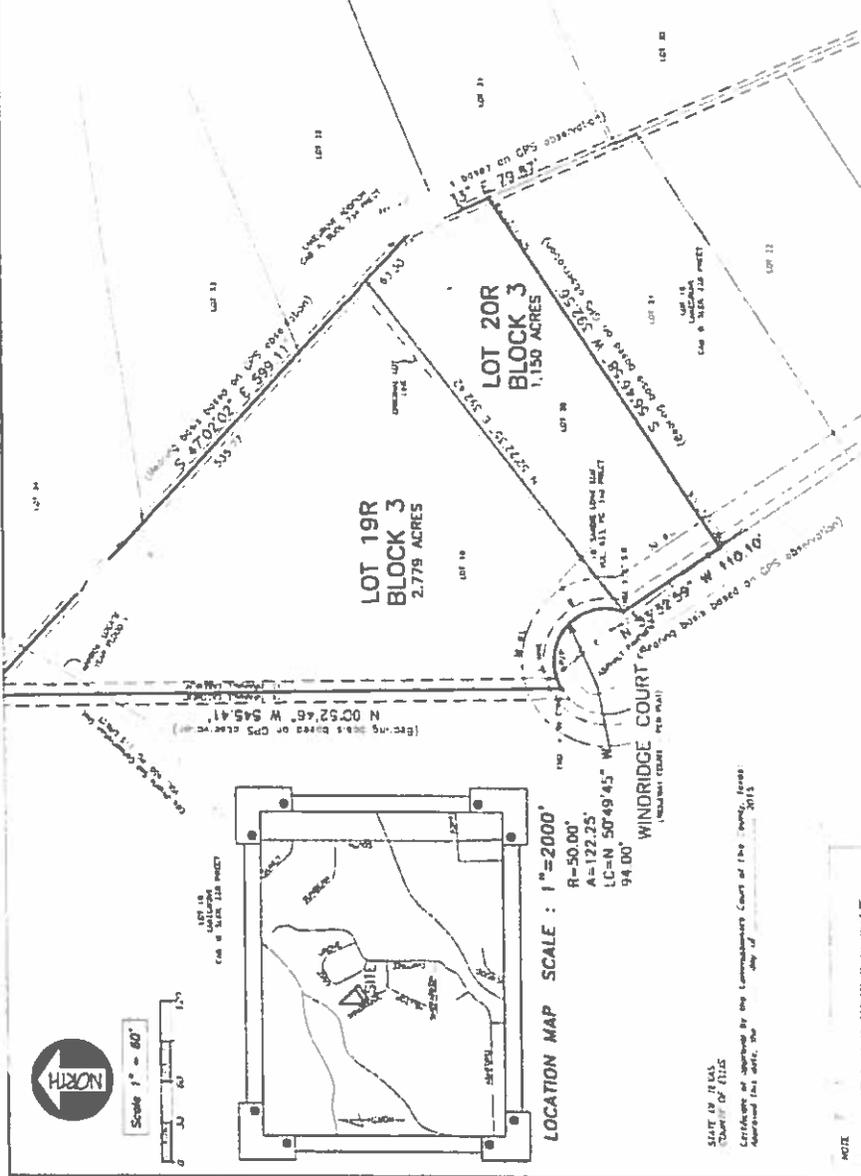
STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this _____ day of _____, 2015, 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 THIS _____ DAY OF _____, 2015.

Notary Public
STATE OF TEXAS
COUNTY OF TARRANT

My Comm. Expires _____

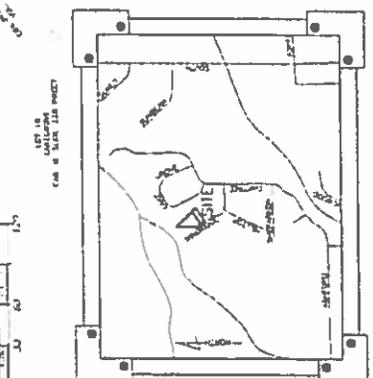


LEGEND
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
2. DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

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Scale 1" = 60'



LOCATION MAP SCALE: 1" = 2000'
R=50.00'
A=122.25'
LC=N 50° 49' 45" W
94.00'

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this _____ day of _____, 2015, 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 THIS _____ DAY OF _____, 2015.

Notary Public
STATE OF TEXAS
COUNTY OF TARRANT

My Comm. Expires _____

AMENDED PLAT (City) / REPLAT (County)
Lot 19R and Lot 20R

REVISED LAKEGROVE ADDITION
Being a replat of Lot 19 and Lot 20
Block 3, of Revised Lakegrove Addition
in the E.T.J. of the City of Midlothian
Ellis County, Texas

2 Residential Lots

UNASSIGNED
D&M DAVIS & McDILL, Inc.
P.O. Box 428, Waxahatchie, Texas 75168
SURVEYORS Phone: Melro 972-938-1185
1-A has been surveyed according to F-8019

Drawn by: Kevin Huber Date: June 9, 2015 Job no. 215-0143

1.3

Lisa Yates

From:
Sent: Wednesday, July 15, 2015 10:26 AM
To: Lisa Yates
Subject: To: Commissioners Court

To: Commissioners Court

Re: Variance Request for
4399 Joe Wilson Rd
Midlothian, TX 76065

To Whom It My Concern,

Allen and I purchased this property in 1971 living in a double wide mobile home with our five kids. This was when we were considered to be in the middle of no where. Not long after that we decided to build our dream home on the property that had enough room for us all. Then a few years later we had a nice surprise, we were having twins. Now our seven children range from 35-49 years old all but one lives in Ellis County.

Allen and I have raised all seven kids in this house on this land. Our grandkids love to come visit and all our family functions are here even though our home is smaller than our children's homes. We have always dreamed of one of our kids wanting to raise their family on this land. Our daughter Brandi Just (one of the twins) and her husband would like to do just that. As we age we see the necessity of having family as close as possible to help take care of us and assist with taking care of the land. Our daughter would love to raise her children on the same property that she grew up on. The stability my children have had by being able to always come back to the home they grew up in has been a blessing. Allen and I ask that Ellis County grant us a variance for the back half of our property for our daughter Brand Just and her husband Jeffrey Just. This will give them and their children the stability we have been able to provide for our children. Thank you for your consideration.

Regards



Linda Calvery

Sent from my iPhone



JOE WILSON RD

JOE WILSON RD

MONTGOMERY RD

4881

4851

4370

4390

4870

4840

4820

PAUL & BOB

LOT 2

1.3

OLD FARMHOUSE ESTATES, SECTION ONE
Cabinet C, Slide 582 PRECIT

Lot 1
BEAN ESTATE, SECTION ONE
Cabinet C, Slide 382 PRECIT

JOE WILSON ROAD N 01°28'02" W, 230.24'

(Deed South, 484.3')

30' Right of Way to Ellis County
Vol. 804, Pg. 843 DIRECT

MONTGOMERY ROAD

Orpheus E. Watson, et al
2.8201 Acres
Vol. 2446, Pg. 1584 DIRECT
4820 Montgomery Road

Jessie Mendenhall, et al
2.8 Acres
Vol. 2812, Pg. 3127 DIRECT
(Revised at First Trial
Vol. 294, Pg. 48 DIRECT)
4840 Montgomery Road

Mark Harwood, et al
4.736 Acres
Vol. 1582, Pg. 427 DIRECT
4870 Montgomery Road

Existing Residence
4.190 Acres

4.390

N 88°28'31" E
(Deed S 88°24' E, 888')
939.90'

4.967 Acres
Adam Roy Calhoun, et al
5 Acres
Vol. 1582, Pg. 427 DIRECT

X

Cluster Trees

N 88°28'31" E
(Deed West, 858.6')
939.90'

Humble Pipe Line Co.
Vol. 378, Pg. 435 DIRECT

S 01°23'33" E, 230.24'
(Deed South, 231.5')

Lot 1
LAWRENCE MCADAMS
Cabinet C, Slide 382 PRECIT
(Formerly H. Stephens, et al
Vol. 1912, Pg. 728 DIRECT)



Jacobs Roy Calhoun
Vol. 583, Pg. 128 DIRECT

3.00 Acres
4801 Hudson Lane Tract

Lot 22

Lot 21
HIDDEN LAKE ESTATES
Cabinet A, Slide 742 PRECIT

Lot 20

REVISIONS
BY

ENGINEERS D & M SURVEYORS
DAVIS & McDILL, Inc.
(A Texas Licensed surveying firm # 101504-00, and a Texas Licensed engineering firm # 7-8458)
CONSULTING ENGINEERS - LAND SURVEYORS
P.O. BOX 858 WAXAHACHIE, TEXAS 75185
PHONE: 972-838-1185 FAX: 972-837-0307

Date: 7-08-13
Scale: 1" = 60'
Drawn: KMB
Job: 218-0000
Sheet 1 of 1 sheets

RESOLUTION NO. _____**A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE**

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County acquired title to a certain tract of real estate at a Sheriff's sale held on the 4th day of November, 2014, in Cause No. 19,270-TX Ennis ISD vs. Robert L. Schaefer, et al; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of Twelve Thousand Five Hundred and zero cents (\$12,500.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$12,500.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all those certain Tracts 4 and 5 of Lake Tom Sawyer, an Unrecorded Subdivision out of Abstract 987, Thomas Smith Survey to Ellis County, Texas, and being more particularly described in that certain Deed of record in Volume 574, Page 491 of the Deed Records of Ellis County, Texas, including any improvements located therein and identified by GEO 151675 & 196869, also known as 1130 & 1142 Lake Sawyer Road, Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance
1130 & 1142 Lake Sawyer Rd., Ennis, Texas

Proposed Bid	\$ 12,500.00
Costs	
Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (66.32)
Ad Litem Fees	\$ (250.00)
Court Costs due District Clerk	\$ (642.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (309.00)
Amount Left to Apply to Tax	\$ 11,232.68

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 29,693.85	93.42%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 2,092.24	6.58%
City of Ennis	\$ -	0.00%
Total Taxes	\$ 31,786.09	100.00%

Amounts Realized if Bid Accepted		
Ennis ISD	$\$11232.68 * 0.9342 =$	\$ 10,493.32
Educ. Dist	$\$11232.68 * 0 =$	\$ -
Ellis County	$\$11232.68 * 0.0658 =$	\$ 739.36
City of Ennis	$\$11232.68 * 0 =$	\$ -
	Total	\$ 11,232.68

Amounts Extinguished if Bid Accepted		
Ennis ISD	$\$29693.85 - \$10493.32 =$	\$ (19,200.53)
Educ. Dist	$\$0 - \$0.00 =$	0
Ellis County	$\$2092.24 - \$739.36 =$	\$ (1,352.88)
City of Ennis	$\$0 - \$0.00 =$	0

Appraised Value \$29,110

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Twelve thousand five hundred and 00 100 dollars (\$12,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the COUNTY and ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all those certain Tracts 4 and 5 of Lake Tom Sawyer, an Unrecorded Subdivision out of Abstract 987, Thomas Smith Survey to Ellis County, Texas, and being more particularly described in that certain Deed of record in Volume 574, Page 491 of the Deed Records of Ellis County, Texas. GEO 151675; and Improvements only, consisting of a Mobile Home, Serial No. 501016049A and 50106049B, located on Tract 4, Lake Tom Sawyer, an Unrecorded Subdivision to Ellis County, Texas. GEO 196869

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the COUNTY and the ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 7th day of April, 2015, in Cause No. 19,767-TX Ennis ISD vs. Bessie Harris; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of One Thousand Eight Hundred and zero cents (\$1,800.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$1,800.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain Lot 14 in Subdivision No. 2, Division 6 in said City of Ennis located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 399, Page 315 of the Deed Records of Ellis County, Texas, also known as 311 E. Freeman St., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance
311 E. Freeman St., Ennis, Texas

Proposed Bid	\$ 1,800.00
Costs	
Health, Safety, and/or Labor Liens	\$ (1,005.18)
Publication Fees	\$ (36.51)
Ad Litem Fees	\$ (350.00)
Court Costs due District Clerk	\$ (553.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (234.00)
Amount Left to Apply to Tax	\$ (378.69)

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 2,524.74	59.63%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 616.82	14.57%
City of Ennis	\$ 1,092.62	25.80%
Total Taxes	\$ 4,234.18	100.00%

Amounts Realized if Bid Accepted

Ennis ISD	$\$-378.69 * 0.5963 =$	\$ -
Educ. Dist	$\$-378.69 * 0 =$	\$ -
Ellis County	$\$-378.69 * 0.1457 =$	\$ -
City of Ennis	$\$-378.69 * 0.258 =$	\$ -
Total		\$ -

Amounts Extinguished if Bid Accepted

Ennis ISD	$\$2524.74 - \$0.00 =$	\$ (2,524.74)
Educ. Dist	$\$0 - \$0.00 =$	0
Ellis County	$\$616.82 - \$0.00 =$	\$ (616.82)
City of Ennis	$\$1092.62 - \$0.00 =$	\$ (1,092.62)

Appraised Value \$6,000

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of One thousand eight hundred and 00/100 dollars (\$1,800.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain Lot 14 in Subdivision No. 2, Division 6 in said City of Ennis located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 399, Page 315 of the Deed Records of Ellis County, Texas. GEO 158811

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR,
CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 5th day of May, 2015, in Cause No. 19,319-TX Ennis ISD vs. Leroy Jones; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of Two Thousand One Hundred and zero cents (\$2,100.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$2,100.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain Lot 3 in Subdivision No. 3, Division 7 in said City of Ennis located in Ellis County, Texas, and being more particularly described in those certain deeds of record in Volume 1007, Page 963 and Volume 1013, Page 134 of the Deed Records of Ellis County, Texas, also known as 1300 Daffan Ave., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance
1300 Daffan Ave., Ennis, Texas

Proposed Bid \$ 2,100.00

Costs

Health, Safety, and/or Labor Liens	\$	-
Publication Fees	\$	(36.51)
Ad Litem Fees	\$	(350.00)
Court Costs due District Clerk	\$	(1,061.00)
Sheriffs Levy/Execution	\$	-
Research Fee & Other Miscellaneous Fees	\$	(234.00)
<hr/>		
Amount Left to Apply to Tax	\$	418.49

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 2,933.61	62.69%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 707.74	15.12%
City of Ennis	\$ 1,038.52	22.19%
<hr/>		
Total Taxes	\$ 4,679.87	100.00%

Amounts Realized if Bid Accepted

Ennis ISD	\$418.49 * 0.6269 =	\$ 262.33
Educ. Dist	\$418.49 * 0 =	\$ -
Ellis County	\$418.49 * 0.1512 =	\$ 63.29
City of Ennis	\$418.49 * 0.2219 =	\$ 92.87
<hr/> Total		\$ 418.49

Amounts Extinguished if Bid Accepted

Ennis ISD	\$2933.61 - \$262.33 =	\$ (2,671.28)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$707.74 - \$63.29 =	\$ (644.45)
City of Ennis	\$1038.52 - \$92.87 =	\$ (945.65)

Appraised Value \$6,000

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Two thousand one hundred and 00/100 dollars (\$2,100.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

BEING ALL THAT CERTAIN LOT 3, SUBDIVISION 3, DIVISION 7, TO THE CITY OF ENNIS, LOCATED IN ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY THOSE DEEDS OF RECORD IN VOLUME 1007, PAGE 963, AND VOLUME 1013, PAGE 134, ELLIS COUNTY DEED RECORDS. GEO 158869

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever.

so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

34

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 3rd day of March, 2015, in Cause No. 19,766-TX Ennis ISD vs. Joe Marshall; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of Two Thousand Seven Hundred fifty and zero cents (\$2,750.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$2,750.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain Lot 4, Block 17 of the Smith Addition located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 330, Page 60 of the Deed Records of Ellis County, Texas, also known as 601 E. Loggins St., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance
601 E. Loggins St., Ennis, Texas

Proposed Bid **\$ 2,750.00**

Costs

Health, Safety, and/or Labor Liens	\$ (302.29)
Publication Fees	\$ (50.34)
Ad Litem Fees	\$ (350.00)
Court Costs due District Clerk	\$ (553.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (234.00)

Amount Left to Apply to Tax **\$ 1,260.37**

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 4,563.11	57.61%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 1,213.46	15.32%
City of Ennis	\$ 2,144.76	27.08%
Total Taxes	\$ 7,921.33	100.00%

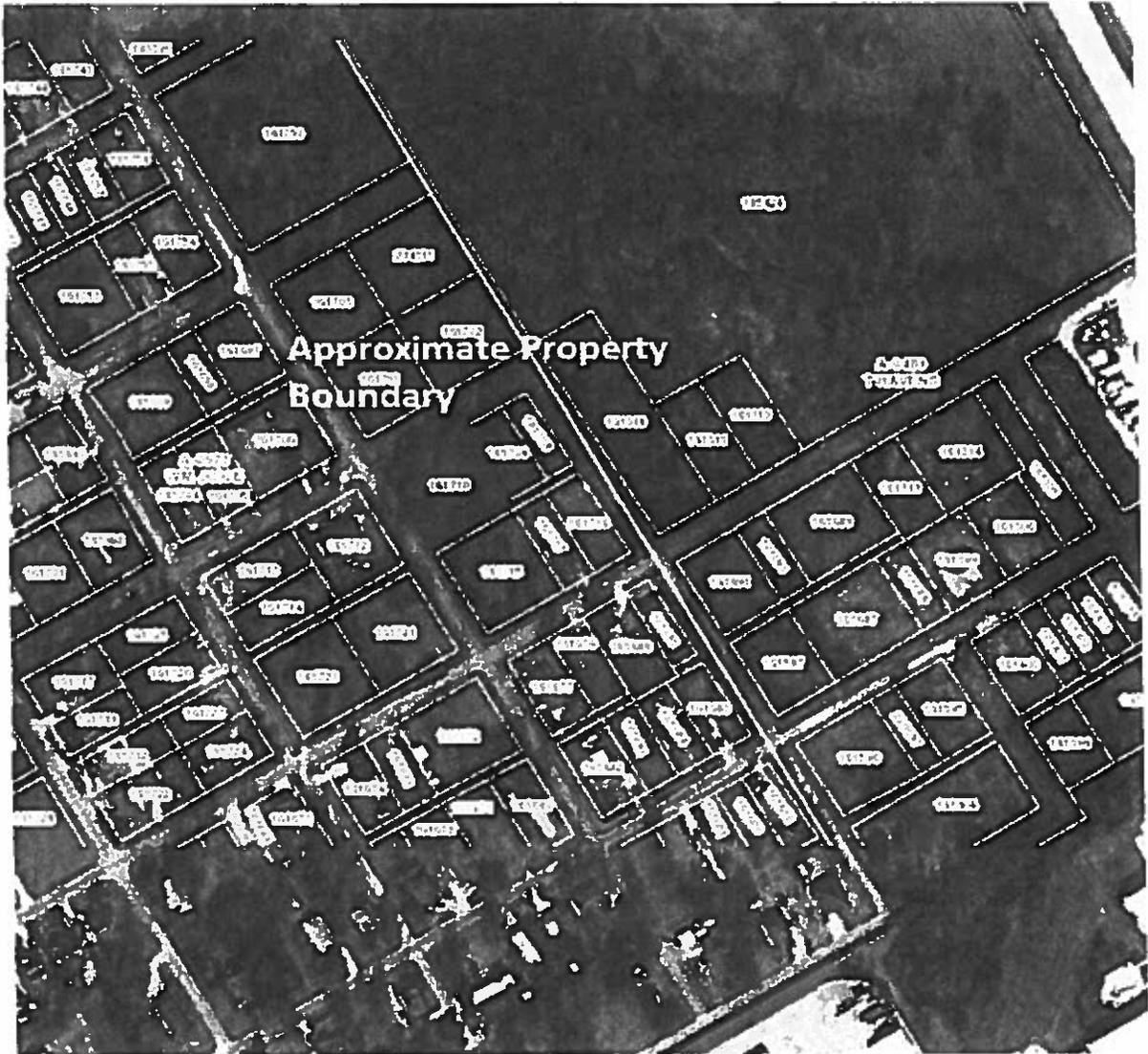
Amounts Realized if Bid Accepted

Ennis ISD	$\$1260.37 * 0.5761 =$	\$ 726.04
Educ. Dist	$\$1260.37 * 0 =$	\$ -
Ellis County	$\$1260.37 * 0.1532 =$	\$ 193.07
City of Ennis	$\$1260.37 * 0.2708 =$	\$ 341.25
Total		\$ 1,260.37

Amounts Extinguished if Bid Accepted

Ennis ISD	$\$4563.11 - \$726.04 =$	\$ (3,837.07)
Educ. Dist	$\$0 - \$0.00 =$	0
Ellis County	$\$1213.46 - \$193.07 =$	\$ (1,020.39)
City of Ennis	$\$2144.76 - \$341.25 =$	\$ (1,803.51)

Appraised Value \$9,000



RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Two thousand seven hundred fifty and 00/100 dollars (\$2,750.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain Lot 4, Block 17 of the Smith Addition located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 330, Page 60 of the Deed Records of Ellis County, Texas. GEO 161710

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 7th day of April, 2015, in Cause No. 17,239-TX Ennis ISD vs. Charlie L. Muirhead, Jr.; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of Two Thousand Two Hundred fifty and zero cents (\$2,250.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$2,250.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain West 100 feet of Lot 4, Block 35 of the Smith Addition to the City of Ennis, Located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 552, Page 1027 of the Deed Records of Ellis County, Texas, also known as Freeman St., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance Freeman St., Ennis, Texas

Proposed Bid \$ 2,250.00

Costs

Health, Safety, and/or Labor Liens	\$	-
Publication Fees	\$	(36.51)
Ad Litem Fees	\$	(350.00)
Court Costs due District Clerk	\$	(394.33)
Sheriffs Levy/Execution	\$	-
Research Fee & Other Miscellaneous Fees	\$	(52.18)
<hr/>		
Amount Left to Apply to Tax	\$	1,416.98

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 3,314.58	58.71%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 845.57	14.98%
City of Ennis	\$ 1,485.65	26.31%
<hr/>		
Total Taxes	\$ 5,645.80	100.00%

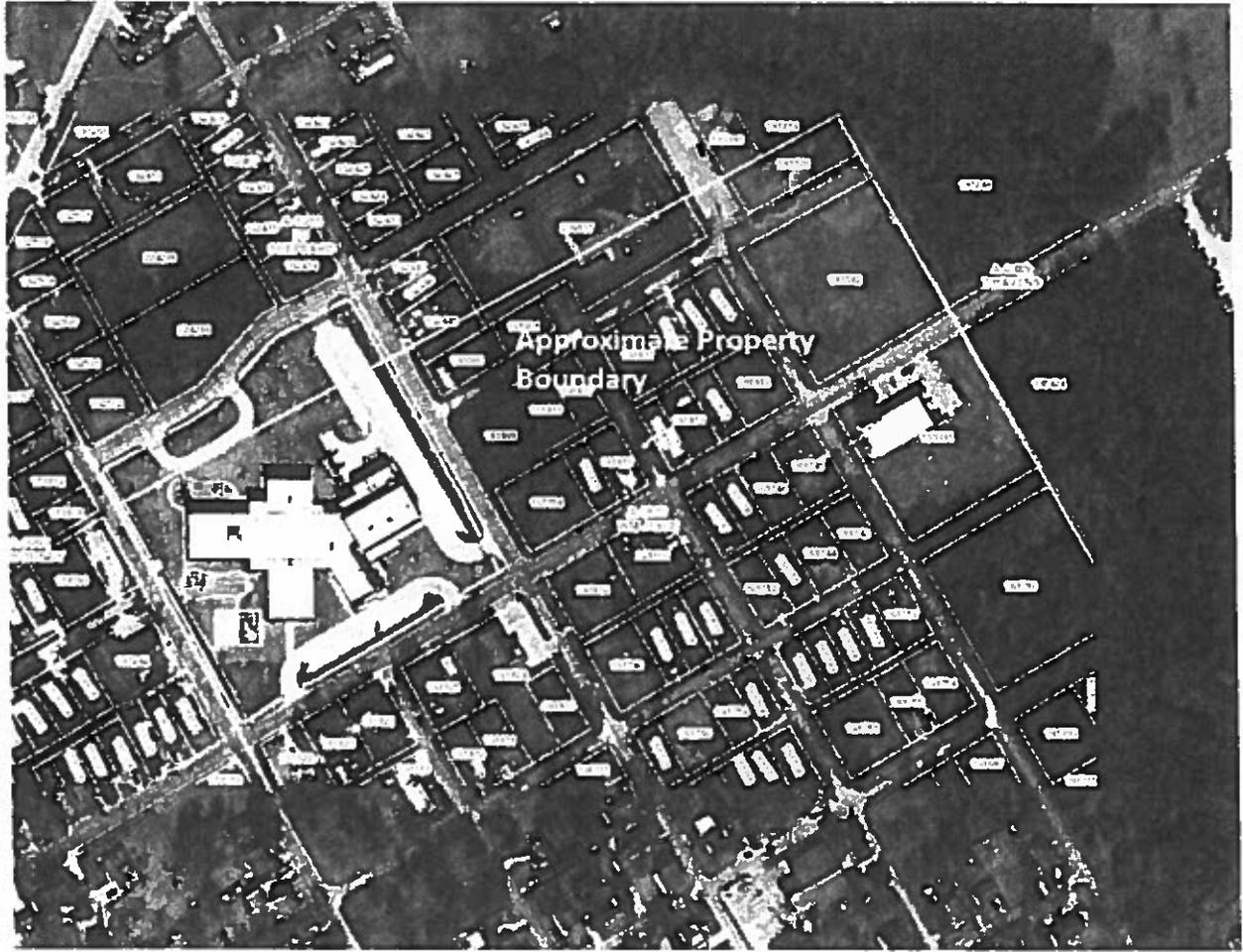
Amounts Realized if Bid Accepted

Ennis ISD	\$1416.9766666667 * 0.5871 =	\$ 831.89
Educ. Dist	\$1416.9766666667 * 0 =	\$ -
Ellis County	\$1416.9766666667 * 0.1498 =	\$ 212.22
City of Ennis	\$1416.9766666667 * 0.2631 =	\$ 372.87
Total		\$ 1,416.98

Amounts Extinguished if Bid Accepted

Ennis ISD	\$3314.58 - \$831.89 =	\$ (2,482.69)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$845.57 - \$212.22 =	\$ (633.35)
City of Ennis	\$1485.65 - \$372.87 =	\$ (1,112.78)

Appraised Value \$9,000



RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § **KNOW ALL PERSONS BY THESE PRESENTS**

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Two thousand two hundred fifty and 00/100 dollars (\$2,250.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain West 100 feet of Lot 4, Block 35 of the Smith Addition to the City of Ennis, Located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 552, Page 1027 of the Deed Records of Ellis County, Texas. GEO 161809

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 7th day of April, 2015, in Cause No. 17,239-TX Ennis ISD vs. Charlie L. Muirhead, Jr.; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of One Thousand Five Hundred and zero cents (\$1,500.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$1,500.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain East 75 feet of Lot 3, Block 35 of the Smith Addition to the City of Ennis, located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 552, Page 1039 of the Deed Records of Ellis County, Texas, also known as Faulkner Ave., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

**Financial Impact of Bid Acceptance
Faulkner Ave., Ennis, Texas**

Proposed Bid	\$ 1,500.00
Costs	
Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (36.51)
Ad Litem Fees	\$ -
Court Costs due District Clerk	\$ (394.33)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (52.18)
Amount Left to Apply to Tax	\$ 1,016.98

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 3,070.32	58.51%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 791.50	15.08%
City of Ennis	\$ 1,386.06	26.41%
Total Taxes	\$ 5,247.88	100.00%

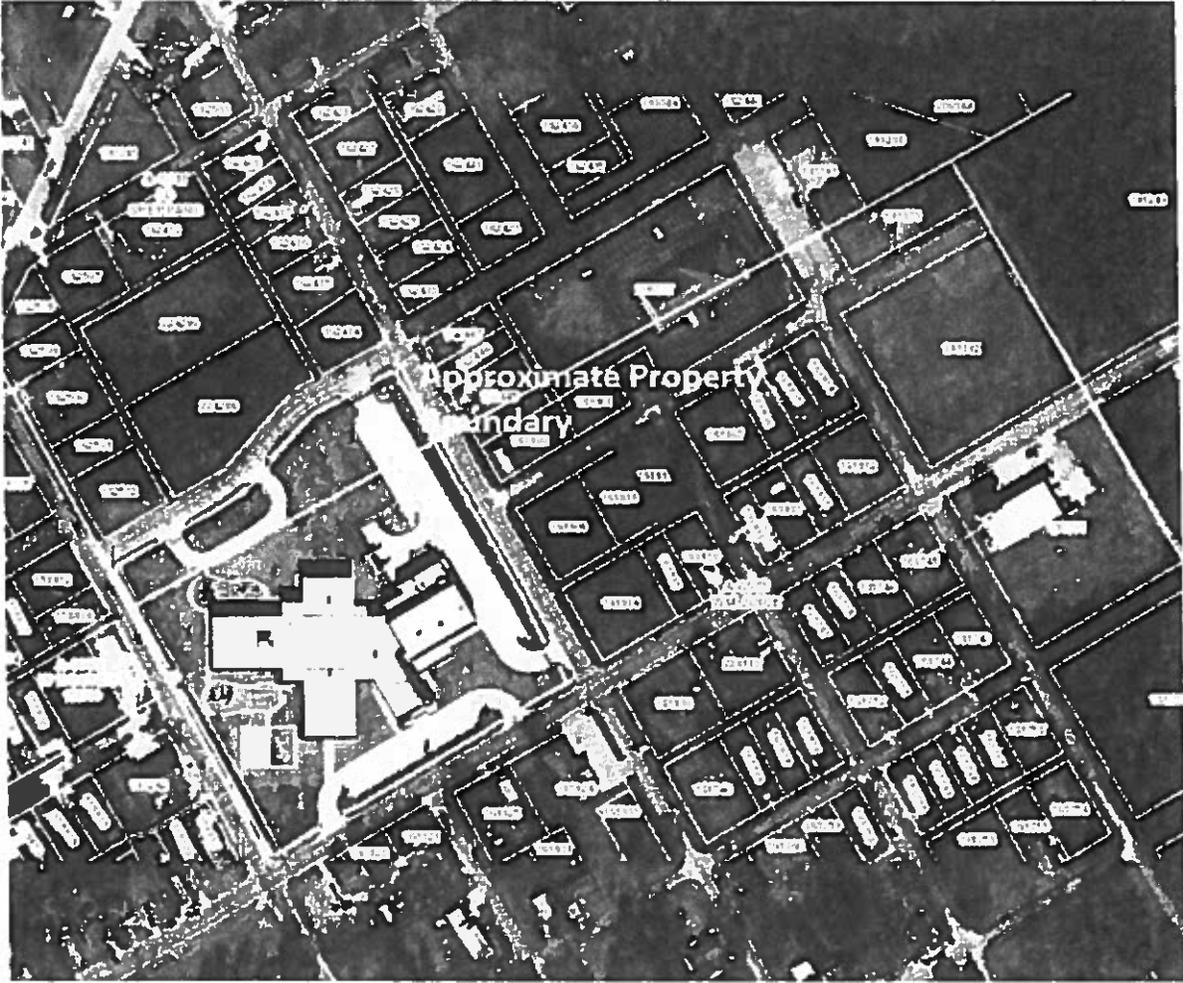
Amounts Realized if Bid Accepted

Ennis ISD	\$1016.9766666667 * 0.5851 =	\$ 594.99
Educ. Dist	\$1016.9766666667 * 0 =	\$ -
Ellis County	\$1016.9766666667 * 0.1508 =	\$ 153.38
City of Ennis	\$1016.9766666667 * 0.2641 =	\$ 268.60
	Total	\$ 1,016.98

Amounts Extinguished if Bid Accepted

Ennis ISD	\$3070.32 - \$594.99 =	\$ (2,475.33)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$791.5 - \$153.38 =	\$ (638.12)
City of Ennis	\$1386.06 - \$268.60 =	\$ (1,117.46)

Appraised Value \$6,000



RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of One thousand five hundred and 00/100 dollars (\$1,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain East 75 feet of Lot 3, Block 35 of the Smith Addition to the City of Ennis, located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 552, Page 1039 of the Deed Records of Ellis County, Texas. GEO 161817

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

3.7

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 7th day of April, 2015, in Cause No. 17,239-TX Ennis ISD vs. Charlie L. Muirhead, Jr.; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of One Thousand Five Hundred and zero cents (\$1,500.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$1,500.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain West 50 feet of the East 25 feet of Lot 4, Block 35 of the Smith Addition to the City of Ennis, located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 552, Page 1027 of the Deed Records of Ellis County, Texas, also known as Freeman St., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance Freeman St., Ennis, Texas

Proposed Bid	\$ 1,500.00
<p style="text-align: center;">Costs</p>	
Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (36.51)
Ad Litem Fees	\$ -
Court Costs due District Clerk	\$ (394.34)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (52.18)
<p>Amount Left to Apply to Tax \$ 1,016.97</p>	

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 3,070.32	58.51%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 791.50	15.08%
City of Ennis	\$ 1,386.06	26.41%
Total Taxes		\$ 5,247.88 100.00%

Amounts Realized if Bid Accepted		
Ennis ISD	\$1016.97 * 0.5851 =	\$ 594.99
Educ. Dist	\$1016.97 * 0 =	\$ -
Ellis County	\$1016.97 * 0.1508 =	\$ 153.38
City of Ennis	\$1016.97 * 0.2641 =	\$ 268.60
Total		\$ 1,016.97

Amounts Extinguished if Bid Accepted		
Ennis ISD	\$3070.32 - \$594.99 =	\$ (2,475.33)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$791.5 - \$153.38 =	\$ (638.12)
City of Ennis	\$1386.06 - \$268.60 =	\$ (1,117.46)

Appraised Value \$6,000



RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
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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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of One thousand five hundred and 00 100 dollars (\$1,500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain West 50 feet of the East 25 feet of Lot 4, Block 35 of the Smith Addition to the City of Ennis, located in Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 552, Page 1027 of the Deed Records of Ellis County, Texas. GEO 161818

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

3.8

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 3rd day of March, 2015, in Cause No. 12,401-TX Ennis ISD vs. Sallie Hord; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of Three Thousand and zero cents (\$3,000.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$3,000.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain 0.800 acre, more or less, out of the Sally Hoard Tract, Abstract 1011, I D Sheppard Survey, City of Ennis, Ellis County, Texas, SAVE AND EXCEPT said property being described and conveyed in those certain deeds of record in Volume 305, Page 163, and Volume 462, Page 373 of the Deed Records of Ellis County, Texas, also known as 75 Old Highway 75, Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance 75 Old Highway 75, Ennis, Texas

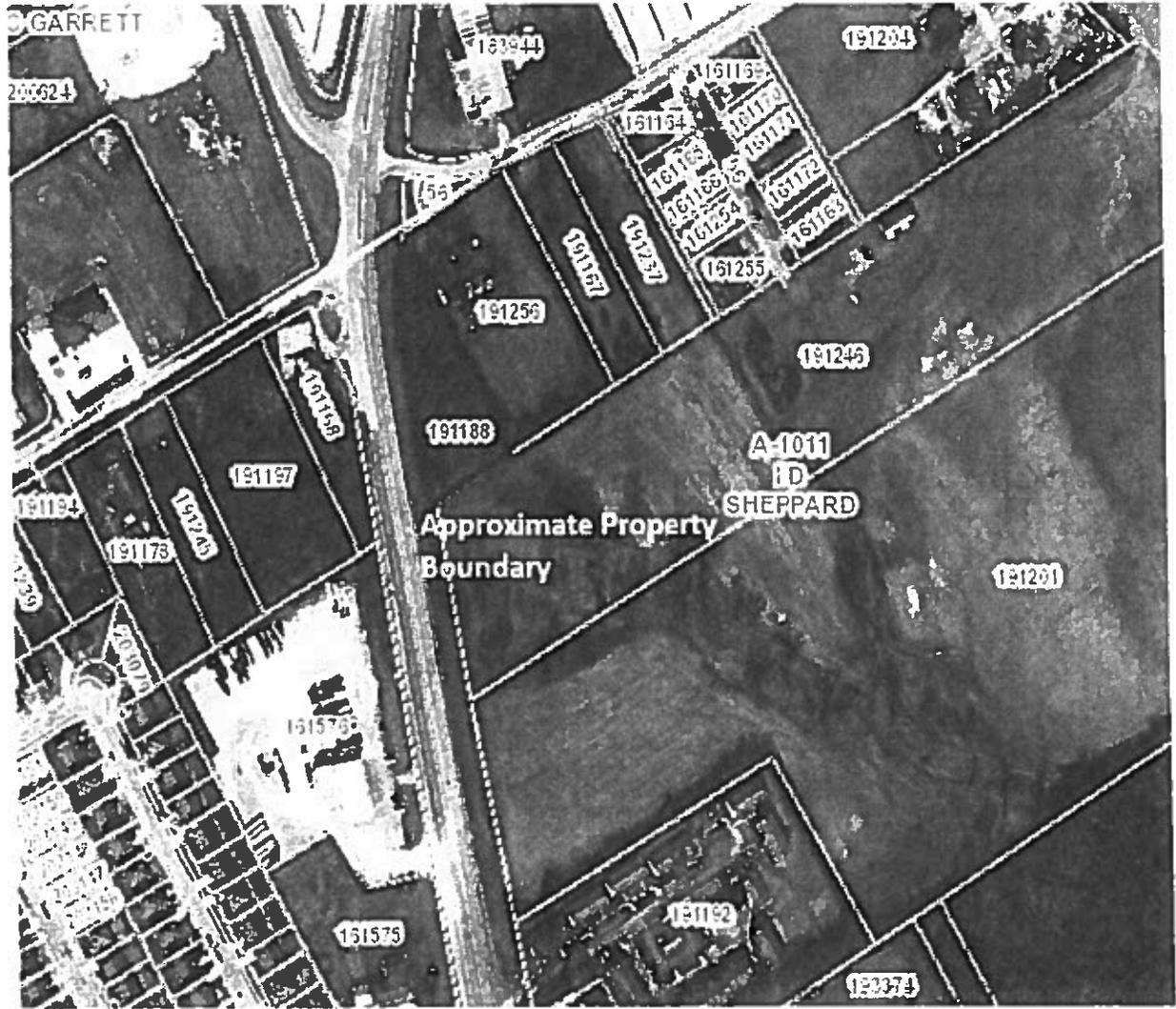
Proposed Bid	\$ 3,000.00
Costs	
Health, Safety, and/or Labor Liens	\$ -
Publication Fees	\$ (50.34)
Ad Litem Fees	\$ (250.00)
Court Costs due District Clerk	\$ (507.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (184.00)
Amount Left to Apply to Tax	
	\$ 2,008.66

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 6,937.76	60.59%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 1,744.79	15.24%
City of Ennis	\$ 2,767.76	24.17%
Total Taxes	\$ 11,450.31	100.00%

Amounts Realized if Bid Accepted		
Ennis ISD	\$2008.66 * 0.6059 =	\$ 1,217.05
Educ. Dist	\$2008.66 * 0 =	\$ -
Ellis County	\$2008.66 * 0.1524 =	\$ 306.08
City of Ennis	\$2008.66 * 0.2417 =	\$ 485.53
	Total	\$ 2,008.66

Amounts Extinguished if Bid Accepted		
Ennis ISD	\$6937.76 - \$1217.05 =	\$ (5,720.71)
Educ. Dist	\$0 - \$0.00 =	0
Ellis County	\$1744.79 - \$306.08 =	\$ (1,438.71)
City of Ennis	\$2767.76 - \$485.53 =	\$ (2,282.23)

Appraised Value \$10,200



RESALE DEED

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FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED
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OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Three thousand and 00 100 dollars (\$3,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain 0.800 acre, more or less, out of the Sally Hoard Tract, Abstract 1011, 1 D Sheppard Survey, City of Ennis, Ellis County, Texas, SAVE AND EXCEPT said property being described and conveyed in those certain deeds of record in Volume 305, Page 163, and Volume 462, Page 373 of the Deed Records of Ellis County, Texas. GEO 191188

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his her heirs, successors, and assigns forever.

so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

3.9

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County acquired title to a certain tract of real estate at a Sheriff's sale held on the 7th day of April, 2015, in Cause No. 19,715-TX Ennis ISD vs. Shirley Mack Lucas; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of One Thousand Eight Hundred and zero cents (\$1,800.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$1,800.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain 0.71 acre, more or less, out of the M. Woodard Survey, Abstract 1120, Ellis County, Texas, according to deed of record in Volume 688, Page 645, Deed Records of Ellis County, Texas, also known as FM 879, Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance FM 879, Ennis, Texas

Proposed Bid \$ 1,800.00

Costs

Health, Safety, and/or Labor Liens	\$	-
Publication Fees	\$	(36.51)
Ad Litem Fees	\$	-
Court Costs due District Clerk	\$	(471.00)
Sheriffs Levy/Execution	\$	-
Research Fee & Other Miscellaneous Fees	\$	(384.00)

Amount Left to Apply to Tax \$ 908.49

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 5,584.08	82.94%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 1,148.90	17.06%
City of Ennis	\$ -	0.00%
Total Taxes	\$ 6,732.98	100.00%

Amounts Realized if Bid Accepted

Ennis ISD	$\$908.49 * 0.8294 =$	\$ 753.47
Educ. Dist	$\$908.49 * 0 =$	\$ -
Ellis County	$\$908.49 * 0.1706 =$	\$ 155.02
City of Ennis	$\$908.49 * 0 =$	\$ -
Total		\$ 908.49

Amounts Extinguished if Bid Accepted

Ennis ISD	$\$5584.08 - \$753.47 =$	\$ (4,830.61)
Educ. Dist	$\$0 - \$0.00 =$	0
Ellis County	$\$1148.9 - \$155.02 =$	\$ (993.88)
City of Ennis	$\$0 - \$0.00 =$	0

Appraised Value \$7,000



RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
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OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of One thousand eight hundred and 00/100 dollars (\$1,800.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain 0.71 acre, more or less, out of the M. Woodard Survey, Abstract 1120, Ellis County, Texas, according to deed of record in Volume 688, Page 645, Deed Records of Ellis County, Texas. GEO 192197

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES. IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his her heirs, successors, and assigns forever.

so that the COUNTY and ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

3.10

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ennis Independent School District, for itself and the use and benefit of Ellis County and the City of Ennis acquired title to a certain tract of real estate at a Sheriff's sale held on the 3rd day of March, 2015, in Cause No. 19,593-TX Ennis ISD vs. Edwin Hall; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Nextlots Now, LLC, has made an offer to purchase the property for the sum of Two Thousand Three Hundred and zero cents (\$2,300.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Nextlots Now, LLC, for the sum of \$2,300.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of Ellis County.

PROPERTY DESCRIPTION: Being all that certain Lot 18, Subdivision No. 3, Division 22, located in the City of Ennis, Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 476, Page 285 of the Deed Records of Ellis County, Texas, also known as 700 S. Owens St., Ennis, Texas.

Dated this ____ day of _____, 2015.

Honorable Carol Bush

Cindy Polley, County Clerk

Financial Impact of Bid Acceptance
700 S. Owens St., Ennis, Texas

Proposed Bid	\$ 2,300.00
Costs	
Health, Safety, and/or Labor Liens	\$ (1,340.00)
Publication Fees	\$ (50.34)
Ad Litem Fees	\$ (350.00)
Court Costs due District Clerk	\$ (563.00)
Sheriffs Levy/Execution	\$ -
Research Fee & Other Miscellaneous Fees	\$ (234.00)
Amount Left to Apply to Tax	\$ (237.34)

	Delinquent Taxes	Ratio of Total
Ennis ISD	\$ 7,480.14	75.10%
Educ. Dist	\$ -	0.00%
Ellis County	\$ 925.76	9.29%
City of Ennis	\$ 1,554.96	15.61%
Total Taxes	\$ 9,960.86	100.00%

Amounts Realized if Bid Accepted		
Ennis ISD	$\$-237.34 * 0.751 =$	\$ -
Educ. Dist	$\$-237.34 * 0 =$	\$ -
Ellis County	$\$-237.34 * 0.0929 =$	\$ -
City of Ennis	$\$-237.34 * 0.1561 =$	\$ -
Total		\$ -

Amounts Extinguished if Bid Accepted		
Ennis ISD	$\$7480.14 - \$0.00 =$	\$ (7,480.14)
Educ. Dist	$\$0 - \$0.00 =$	0
Ellis County	$\$925.76 - \$0.00 =$	\$ (925.76)
City of Ennis	$\$1554.96 - \$0.00 =$	\$ (1,554.96)

Appraised Value \$7,500



RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the ENNIS INDEPENDENT SCHOOL DISTRICT, "ISD", for and in consideration of the sum of Two thousand three hundred and 00/100 dollars (\$2,300.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for CITY OF ENNIS "CITY" and ELLIS COUNTY "COUNTY," release, quitclaim and surrender to the GRANTEE such title or interest as the CITY, COUNTY and the ISD, may have acquired, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

Nextlots Now, LLC
PO Box 870
Lancaster, Texas 75146

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

Being all that certain Lot 18, Subdivision No. 3, Division 22, located in the City of Ennis, Ellis County, Texas, and being more particularly described in that certain deed of record in Volume 476, Page 285 of the Deed Records of Ellis County, Texas. GEO 159334 & 219920

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE CITY, COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE CITY, COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the CITY, COUNTY and the ISD, and our legal representatives, successors and assigns shall not

have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
BRAMLET BEARD
President, Board of Trustees
Ennis Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared BRAMLET BEARD, PRESIDENT, BOARD OF TRUSTEES OF THE ENNIS INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
Honorable CAROL BUSH
County Judge, Ellis County

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared the Honorable CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas

By _____
RUSSELL THOMAS
Mayor, City of Ennis

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared RUSSELL THOMAS, MAYOR, CITY OF ENNIS, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2015.

Notary Public in and for the
State of Texas



Texas Department of Transportation

4777 U.S. Highway 80 East | Mesquite, Texas 75150-6643 | (214) 320-6100 | WWW.TXDOT.GOV

3.13

July 13, 2015

Carol Bush, County Judge
Attn: Joe White, County Engineer
Engineering Department
109 S. Jackson Street, Ste 114
Waxahachie, Texas 75165

RE: Ellis County
RCSJ 0596-02-051
CCSJ 0596-02-037
FM 66 at West Fork Weakly Branch

Dear Judge Bush:

Enclosed for your execution are three (3) original "Agreement to Contribute Right of Way Funds (Fixed Price)" agreements for the above project.

Please process and return the three original agreements, Affidavit, a copy of the County Resolution along with your contribution check to the address listed below. One fully executed original will be returned to you once final signatures are obtained.

Texas Department of Transportation (TxDOT)
Attn: Teresa Harris - ROW
4777 East Highway 80
Mesquite, Texas 75150-6643

Please understand that TxDOT cannot proceed with right of way acquisition until this process is completed.

Should further information or assistance be required, please contact Teresa Harris at (214) 319-6580.

Sincerely,

Cecil Saldaña
North R/W PD Supervisor

Enclosures



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



County Ellis
District Dallas
ROW CSJ # 0596-02-051
CCSJ # 0596-02-037
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and Ellis County, Texas, acting through its duly authorized officials (the "Local Government").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway Improvements on Highway No. FM 66 from At West Fork Weakly Branch to NA, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 1. site conditions change;
 2. work requested by the Local Government is ineligible for federal participation; or
 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Carol Bush, County Judge</u>	Director of Right of Way Division
<u>Ellis County Courthouse</u>	Texas Department of Transportation
<u>101 W. Main</u>	125 E. 11 th Street
<u>Waxahachie, TX 75165</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

Date

County Ellis
District Dallas
ROW CSJ # 0596-02-051
CCSJ # 0596-02-037
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County Ellis
District Dallas
ROW CSJ # 0596-02-051
CCSJ # 0596-02-037
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



County Ellis
District Dallas
ROW CSJ # 0596-02-051
CCSJ # 0596-02-037
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Ellis
 District Dallas
 ROW CSJ # 0596-02-051
 CCSJ # 0596-02-037
 Federal Project #: _____
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

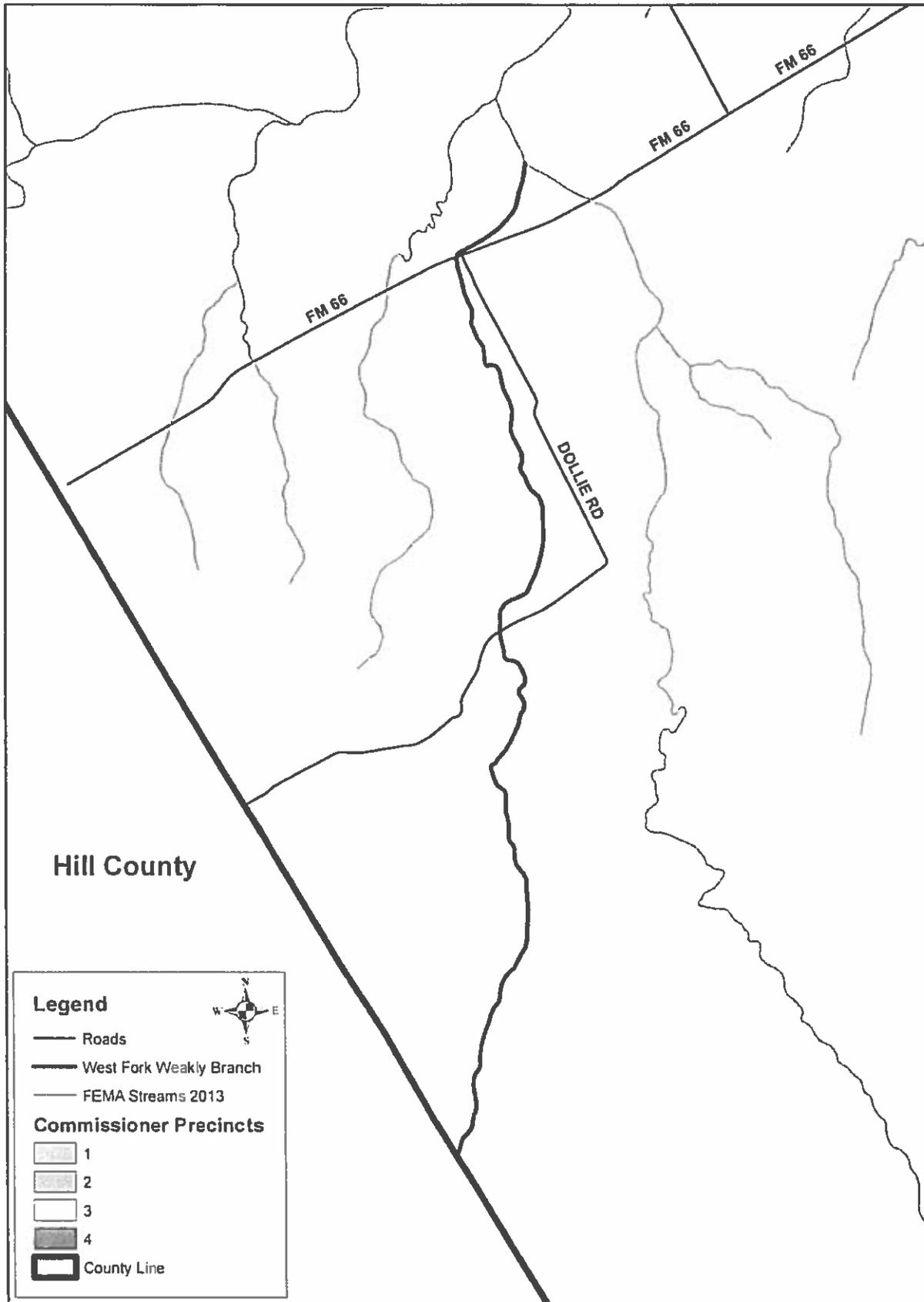
**Standard Agreement to Contribute
 State Performs Work
 EDC Adjustment
 Attachment C**

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$ 80,000.00	90%	94.8%	\$ 75,840.00	10%	5.2%	\$4,160.00
Reimbursable Utility Adjustments	\$150,000.00	90%	94.8%	\$142,200.00	10%	5.2%	\$7,800.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
TOTAL	\$230,000.00	90%	94.8%	\$218,040.00	10%	5.2%	\$11,960.00

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on September 18, 2014 by virtue of attached Minute Order No.114082, and approved a 48 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

FM 66 at West Fork Weakly Branch



1 inch = 2,000 feet
1:24,000

This information is designed for illustrative purposes only. The features depicted here are generalized. More site-specific studies may be required to draw accurate conclusions. Every effort is made to ensure the information displayed here is accurate. However, Elks County makes no claims to its accuracy or completeness.
Ryan Mize: 7/20/2015

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
ELLIS COUNTY
FOR 9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND GIS/DATABASE
MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 ELLIS COUNTY is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 ELLIS COUNTY (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act. The local government is required to perform database maintenance activities per this agreement.
- 1.4 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.5 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute Interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days

- after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by

NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 The basic equipment categories are:

- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- b. Database Maintenance/GIS Equipment
 - i. Computers – hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
- c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Recorders

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).

3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.

3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition, and Capital Recovery*.

3.8 A physical inventory shall be conducted annually by NCTCOG.

- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum-security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times.
- 3.11 Local Government will protect the CPE, ancillary, and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s) Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Operations Specialist when there is any scheduled maintenance on commercial power backup generator at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Operations Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble-reporting procedures should be followed.

- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 - 1. via email to support@nct911.org
 - 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 - 3. <http://tracker.nctcog.org/scc>

Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 Schedule these telecommunicators for their 9-1-1 equipment training within 120 days of their hire date.
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by Texas Commission on Law Enforcement mandated rules and regulations for telecommunicator requirements.
- 3.29 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.32 Local Government's 9-1-1 equipment room and communications area shall comply with the American with Disability Act of 1990.

- 3.33 Local Government shall provide current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9- 1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Power cycles each 9-1-1 position at a minimum of 1 time per week.
- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.47 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 The PSAP shall report ANI/ALI discrepancies utilizing the tools in the dispatch mapping solution provided by NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. Problems shall be reported on a new ANI/ALI discrepancy and submitted via the dispatch mapping solution.

- 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.52 Notification of change in medical, law enforcement, or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
- 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
- 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.59 It is recommended that PSAP Agency shall have generator tested at least monthly, and load tested at least once a year, to insure that all NCTCOG equipment remains functional.
- 3.60 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.
- 3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of this agreement.
- 3.62 The make busy shall only be activated in emergency or evacuation situations.

Performance Monitoring

- 3.63 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services; the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.2 Meet the GIS requirements (Attachment E) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices are responsible for coordinating GIS workflows, policies and procedures with the cities in their county, as well as incorporating the GIS data in to the county datasets.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction, which shall include all incorporated and unincorporated areas within a the county
- 5.7 Assign street addresses and ranges, name streets, and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting it as long as doing so comply with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from NCTCOG by the 10th day of the month following the end of the quarter for salary, rent, utilities, postage, communications, supplies, travel, training, maintenance and other expenses approved by NCTCOG. Request shall be submitted to the NCTCOG 9-1-1 Fiscal Analyst.

- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the GIS maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies, and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection, or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal

- business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is:
P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is:
Ellis County Courthouse
101 W. Main Street
Waxahachie, TX 75165
Attention: Judge Carol Bush
A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2015 on behalf of NCTCOG and Local Government, and it ends on August 31, 2017. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.

13.4 The following Attachments are part of this contract:

- Contract for 9-1-1 Services between NCTCOG and CSEC (Attachment A)
- Manual ALI Query Request (Attachment B)
- NCTCOG Equipment Room Site Requirement (Attachment C)
- Text to 9-1-1 Testing Requirements (Attachment D) where applicable
- NCTCOG GIS Requirements (Attachment E)
- NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

ELLIS COUNTY

NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS

Judge Carol Bush
County Judge



Mike Eastland
Executive Director

Date

Date

RECEIVED
SEP 11 2013
CSEC

Contract for 9-1-1 Service

Article 1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:
- (a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;
 - (b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;
 - (c) the collection of efficiency data on the operation of 9-1-1 answering points;
 - (d) standards for the use of answering points and the creation of new answering points;
 - (e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);
 - (f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and
 - (g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.
- 1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General

Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

- 2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.
- 2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.
- 2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

- (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
- (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
- (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

- 5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.
- 5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

Article 7. 9-1-1 Funds Distribution

- 7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.
- 7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures*.
- 7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.
- 7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding*, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.
- 8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - (b) projected financial operating information for the two state fiscal years following the submission of the plan;
 - (c) strategic planning information for the five state fiscal years following submission of the plan; and
 - (d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.
- 9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations is incorporated herein as Attachment A, *Recipient 9-1-1 Costs Summary*.

Article 10. Reporting Requirements

- 10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable

law, Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

- (a) financial information regarding administrative and program expenses per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*; and,
- (b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting*.

10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: *Quarterly Performance Reporting*.

Article 11. Use and Creation of Public Safety Answering Points

11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per PPS 026: *Adding a Public Safety Answering Point*.

Article 12. Dispute Resolution

12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.

12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.

12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.

12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties

described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

Article 13. Miscellaneous Provisions

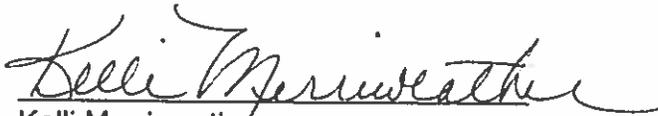
- 13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*; and PPS 031: *Local Monitoring*.
- 13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.
- 13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous

representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2013, and shall terminate on August 31, 2015.

AGREED TO:



Kelli Merriweather
Executive Director

Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942

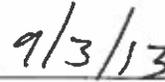


Date



Mike Eastland
Executive Director

North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76005-5888



Date

Attachment A
Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: Ellis County Sheriffs Office

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at Ellis County Sheriffs Office.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments
9-1-1 Program
PO Box 5888
Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: mmartin@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Attachment C
NCTCOG Equipment Room Site Requirements

NCTCOG

9-1-1 EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the back room equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.

- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL-6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
Text to 9-1-1 Service Agreement (If Applicable)

North Central Texas Council of Governments

Regional 9-1-1 Program

Text to 9-1-1 Service Agreement

PSAP Name:

Date: _____

This letter is to request that the Text to 9-1-1 service be enabled at the Prosper Police Department.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month. These tests shall be recorded on the monthly reporting form provided by NCTCOG and are due to NCTCOG by the 5th day of each month.

NCTCOG shall provide training, best practice and implementation of this service. NCTCOG shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: mmartin@nctcog.org Subject: Text to 9-1-1 Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Attachment E
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2015 to August 31, 2017

The 'County' shall coordinate 9-1-1 GIS activities within the county including all municipalities within the counties jurisdictional boundary to develop and enhance the 9-1-1 GIS coverage required for mapped ALI, and Next Generation 9-1-1 (NG9-1-1).

Spatial Data Layers

The 9-1-1 Addressing Coordinator must develop, compile and maintain current, seamless countywide coverage for the following layers:

- I. Address Structure Points
- II. Road Centerlines
- III. City Boundaries
- IV. County Boundaries
- V. Emergency Service Zones (ESZs)
- VI. Emergency Service Boundaries (ESBs) such as Fire, Law, EMS and PSAP where applicable¹
- VII. MSAG Community Boundaries
- VIII. Exchange Boundaries
- IX. Fire Hydrants
- X. Mile Markers
- XI. PSAP Point locations
- XII. Zip Code Boundaries (where possible)

The County shall provide data to the NCTCOG 9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- Road centerlines spatially accurate to within + or – 10 feet verified by GPS if possible, or digitized over spatially accurate Satellite or Aerial Imagery and drawn in the correct direction for the corresponding address range;
 - The following fields at a minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Range information (Left From, Left To, Right From, Right To, High and Low)
 - Pre-directional
 - Street Name
 - Road Type
 - Post Directional (Suffix)
 - Road Full Name
 - Road Class

¹ NCTCOG will discuss editing procedures for Emergency Service Boundaries (ESBs) with the counties. In certain cases, editing of these layers will be disabled on county datasets.

- ESN Left and Right
 - County Left and Right
 - State Left and Right
 - MSAG Community Left and Right
 - Zip Code Left and Right
 - Exchange Boundary Left and Right
 - Maintenance Authority²
- Addressed Structure Points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Structure Number
 - Address Prefix (if applicable)
 - Structure Road Name
 - Structure Name
 - Structure Type
 - Structure Suffix
 - Road Full Name
 - Structure Full Name
 - Structure Class (if applicable)
 - Structure Type (if applicable)
 - ESN Number
 - MSAG Community Name
 - Community Name
 - Postal Community Left and Right
 - Zip Code Left and Right
 - Exchange Boundary Left and Right
 - Maintenance Authority
- City Boundary polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - City Name
 - County Name
- County Boundary polygons spatially accurate to within + or – 50 feet of their true location³
 - The following fields at minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - County Name

² Source responsible for maintaining the data

³ NCTCOG understands that this may not always be possible based on political decisions and surveyor error

- Emergency Service Boundary (ESB) polygons
 - Based on the Next Generation 9-1-1 Requirements and Industry Standards⁴, accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
 - NCTCOG will need to work with each county on a case-by-case basis to resolve any spatial and attribute changes to the ESB boundaries and tables.

- Emergency Service Zone (ESZ) polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Emergency Service Number (ESN)
 - ESN City Name
 - ESN County Name
 - Law Responders
 - Fire Responders
 - Medical Responders
 - PSAP Name

- 9-1-1 MSAG Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - 9-1-1 Community Name
 - County Name

- Exchange Boundary polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Exchange Telco Name
 - Exchange Name
 - Exchange Tandem Name

⁴ NENA 08-003v1 and NENA 71-501v1

Map Update Process

The County shall ensure that the 9-1-1 Child Replica Database is synchronized with the NCTCOG Parent Database on a daily basis⁵ using Web / Geodata Services hosted by NCTCOG. The County shall be responsible for updating all GIS data in the county and municipalities within its jurisdiction as frequently as possible, and all incorporated municipalities on a monthly basis⁶.

Quality Control

The County shall perform Quality Control on their data prior to synchronizing the 9-1-1 Child Replica Database with the NCTCOG Parent Database. The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by the County on a daily basis and communicate issues with each of the municipalities within its jurisdiction on a monthly basis. If any issue regarding the GIS data arises in which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue⁷.

Data Backup

At a minimum the County shall: Maintain weekly back-up copies of critical 9-1-1 GIS data, which shall be stored on a removable media device within a secure location⁸.

⁵ NCTCOG will be providing automated processes to ensure synchronization. As of July 2015, Counties will still be required to manually synchronize the database.

⁶ This does not apply to municipalities that take part in direct replication with NCTCOG

⁷ NCTCOG will be supplying QA/QC scripts to assist the County

⁸ NCTCOG will work with each County Addressing Office to automate this backup process

GIS and Addressing Standards

The County shall comply with NENA GIS and Addressing Standards, in particular the following NENA documents can be used as a reference⁹:

- 02-014
- 02-015
- 71-501
- 08-502

The County Addressing Coordinator shall familiarize themselves with the following Next Generation 9-1-1 / i3 NENA Standards documentation:

- 08-002
- 08-751

NCTCOG will supply documentation to each County Addressing Office that will assist the County in “Workflow” processes such as Standard Operating Procedures (SOPs). This documentation will be made available to the County Addressing Office via a secure website and updated on a regular basis. The County shall review this documentation and provide changes, recommendations, or comments to NCTCOG at the end of each quarter of the Financial Year¹⁰

Communication and meetings

The County will attend regularly scheduled meetings at NCTCOG. NCTCOG will aim to host a 9-1-1 GIS / Addressing meeting once per quarter, either at NCTCOG’s location or via virtual web technology.

The County Addressing Coordinator shall track County Commissioner’s Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner’s court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County needs to notify NCTCOG personnel within two business days.

⁹ A full list of all NENA Standards documentation can be found here: <http://www.nena.org/?page=Standards>

¹⁰ A schedule with exact dates of when to submit changes, recommendations, or comments will be sent to each County Addressing Office

WORKSHEET FOR INTERLOCAL AGREEMENT REQUESTS

3.15

Request from... Agency Making Request:

City of Mansfield

Initial Request... Date Received:

5-5-15

Project... Work to be done:

Reopen city streets

Estimate... Date Delivered/Mailed:

Work Order U/A... Date Delivered/Mailed:

5-5-15

Date Received Back:

Agenda Item... Date of Placement:

Pct. 3 Work Order... Work Order #:

Project... Date Work Completed:

Billing... Date Bill Mailed/Delivered:

Payment... Date of Receipt:

Receipt... Road & Bridge 3 Receipt #:

County Treasurer Receipt #:

Other Information:

*** TX REPORT ***

JOB NO. 0469
ST. TIME 04/10 15:14
SHEETS 2
FILE NAME

TX INCOMPLETE -----
TRANSACTION OR \\CITYADMIN-2\scandocs
ERROR -----

JEANNIE

03/27/2015 18:53 9724837476

ELLISCOUNTY3

PAGE 01/01

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road & Bridge, Pct. 3

Basis of Authority to Provide Service: Interlocal Agreement dated: 10-27-14

per Commissioners Count Minute Order 421.14

Local Government Requesting Service: City of Maypearl

Description of Project to be Undertaken: Road repairs to portions of Hillridge, 4th, Commerce, Trice, Noble, Phillips, Claunch, 1st - per attached map.

Location of Project to be Undertaken: City of Maypearl

Requested by: Adele Mooney

Department: Mayor

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 2014/2015.

County Judge, Ellis County, Texas

ROAD COST ESTIMATE

ROAD NAME Commerce st

DATE: 4/7/2014 Length in tenths _____

Length of road in feet	X	Width	Sq. Ft.	Divide by	Sq. Yards
5280	969	19	18,411	9	2,046

Yards of Flex Base at 4" equal 81 feet coverage

Sq. Ft.	Sq. Ft. coverage	Cubic yards	Truck load yds	No. Trucks
18,411	81	227	8	28

Tons of Flex Base

Cu. Yds	1.25 tons/yd	Tons
227	1.25	284

Tons	Cost/ton	Total Cost
284	\$ 15.74	\$4,472

CRS-2 Asphalt/emulsion

Price Quoted/gal. \$2.25

Sq. Yards	Shot rate	Gallons	Total Cost	
2046	0.4	818	\$1,841	
2046	0.4	818	\$1,841	2nd or single layer #4
2046	0.42	859	\$1,933	1st #3 #3

CHIP SPREADER SETTINGS FROM 12 TO 18
SOLD BY YARDS

COST

Sq. Yards	Shoot Rate	Pounds	2000 pounds	total Yds	Estimated total
2046	14	28,639	2000	14	FLEX BASE *
Sq. Yards	Area cover	Cu. Yards	COST / YD	Total Cost	EMULSION * \$1,841
2046	85	24	\$41.00	\$987	CHIP #3 * \$987
Alternate method, 1 sq. yd will cover about 100 feet Therefore 3 sq. yds. Will cover 300 sq. feet = 1 cu yd Sq. feet divided by Total Sq yd: Cost/yd.					EQUIPMENT \$902
					LABOR \$902
2,046	85	24	44	\$1,059	1ST Layer #3 \$4,632
					2ND. LAYER #4 \$1,059
					EMULSION \$1,841
					TOTAL \$7,532

Grade	weight lbs.
3	85
4	100
5	125

Use of flexbase as needed will increase cost at \$15.74/ton

ROAD COST ESTIMATE

ROAD NAME 4TH st

DATE: 4/7/2014 Length in tenths _____

Length of road in feet	X	Width	Sq. Ft.	Divide by	Sq. Yards
5280	873	19	16,587	9	1,843

Yards of Flex Base at 4" equal 81 feet coverage

Sq. Ft.	Sq. Ft. coverage	Cubic yards	Truck load yds	No. Trucks
16,587	81	205	8	26

Tons of Flex Base

Cu. Yds	1.25 tons/yd	Tons
205	1.25	256

Tons	Cost/ton	Total Cost
256	\$ 15.74	\$4,029

CRS-2 Asphalt/emulsion

Price Quoted/gal. \$2.25

Sq. Yards	Shot rate	Gallons	Total Cost	
1843	0.4	737	\$1,659	
1843	0.4	737	\$1,659	2nd or single layer
1843	0.42	774	\$1,742	1st #3

CHIP SPREADER SETTINGS FROM 12 TO 18
SOLD BY YARDS

COST

Sq. Yards	Shoot Rate	Pounds	2000 pounds	total Yds	Estimated total
1843	14	25,802	2000	13	FLEX BASE *
Sq. Yards	Area cover	Cu. Yards	COST / YD	Total Cost	EMULSION * \$1,659
1843	85	22	\$41 00	\$889	CHIP #3 * \$889
Alternate method, 1 sq. yd will cover about 100 feet					EQUIPMENT \$813
Therefore 3 sq. yds. Will cover 300 sq. feet = 1 cu yd					LABOR \$813
Sq. feet	divided by	Total Sq yd.	Cost/yd.		1ST Layer #3 \$4,174
1,843	85	22	44	\$954	2ND. LAYER #4 \$954
					EMULSION \$1,659
					TOTAL \$6,786

Grade	weight lbs.
3	85
4	100
5	125

Use of flexbase as needed will increase cost at \$15.74/ton

ROAD COST ESTIMATE

ROAD NAME: Phillips st

DATE: 4/7/2014 Length in tenths: _____

Length of road in feet	X	Width	Sq. Ft.	Divide by	Sq. Yards
5280	707	19	13,433	9	1,493

Yards of Flex Base at 4" equal 81 feet coverage

Sq. Ft.	Sq. Ft. coverage	Cubic yards	Truck load yds	No. Trucks
13,433	81	166	8	21

Tons of Flex Base

Cu. Yds	1.25 tons/yd	Tons
166	1.25	207

Tons	Cost/ton	Total Cost
207	\$ 15.74	\$3,263

CRS-2 Asphalt/emulsion

Price Quoted/gal.

\$2.25

Sq. Yards	Shot rate	Gallons	Total Cost	
1493	0.4	597	\$1,343	
1493	0.4	597	\$1,343	2nd or single layer
1493	0.42	627	\$1,410	1st #3

#4

#3

CHIP SPREADER SETTINGS FROM 12 TO 18

SOLD BY YARDS

COST

Sq. Yards	Shoot Rate	Pounds	2000 pounds	total Yds	Estimated total
1493	14	20,896	2000	10	FLEX BASE *
Sq. Yards	Area cover	Cu. Yards	COST / YD	Total Cost	EMULSION * \$1,343
1493	85	18	\$41.00	\$720	CHIP #3 * \$720
Alternate method, 1 sq. yd will cover about 100 feet					EQUIPMENT \$658
Therefore 3 sq. yds. Will cover 300 sq. feet = 1 cu yd					LABOR \$658
Sq. feet	divided by	Total Sq yd:	Cost/yd.		1ST Layer #3 \$3,379
1,493	85	18	44	\$773	2ND. LAYER #4 \$773
					EMULSION \$1,343
					TOTAL \$5,495

Grade	weight lbs.
3	85
4	100
5	125

Use of flexbase as needed will increase cost at \$15.74/ton

ROAD COST ESTIMATE

ROAD NAME Clauch st

DATE: 4/7/2014 Length in tenths _____

Length of road in feet	X	Width	Sq. Ft.	Divide by	Sq. Yards
5280	1044	19	19,836	9	2,204

Yards of Flex Base at 4" equal 81 feet coverage

Sq. Ft.	Sq. Ft. coverage	Cubic yards	Truck load yds	No. Trucks
19,836	81	245	8	31

Tons of Flex Base

Cu. Yds	1.25 tons/yd	Tons
245	1.25	306

Tons	Cost/ton	Total Cost
306	\$ 15.74	\$4,818

CRS-2 Asphalt/emulsion

Price Quoted/gal.

\$2.25

Sq. Yards	Shot rate	Gallons	Total Cost
2204	0.4	882	\$1,984
2204	0.4	882	\$1,984
2204	0.42	926	\$2,083

2nd or single layer
1st #3

#4
#3

CHIP SPREADER SETTINGS FROM 12 TO 18
SOLD BY YARDS

COST

Sq. Yards	Shoot Rate	Pounds	2000 pounds	total Yds	Estimated total	
2204	14	30,856	2000	15	FLEX BASE	*
Sq. Yards	Area cover	Cu. Yards	COST / YD	Total Cost	EMULSION	\$1,984
2204	85	26	\$41.00	\$1,063	CHIP #3	\$1,063
Alternate method, 1 sq. yd will cover about 100 feet					EQUIPMENT	\$972
Therefore 3 sq. yds. Will cover 300 sq. feet = 1 cu yd					LABOR	\$972
Sq. feet	divided by	Total Sq yd: Cost/yd.			1ST Layer #3	\$4,991
2,204	85	26	44	\$1,141	2ND. LAYER #4	\$1,141
					EMULSION	\$1,984
					TOTAL	\$8,115

Grade	weight lbs.
3	85
4	100
5	125

Use of flexbase as needed will increase cost at \$15.74/ton