

AMENDMENT STANDARD TERM SaaS AGREEMENT

BETWEEN

SOE SOFTWARE CORPORATION and MONTAGUE COUNTY, TX

PREAMBLE

This Extension Amendment (the "Amendment") is entered into as of October 1, 2024 (the Effective Date), by SOE SOFTWARE CORPORATION with principal offices at 5401 W. Kennedy Blvd. Suite 100 Tampa, FL 33609 and MONTAGUE COUNTY ELECTION OFFICE with address at PO Box 158, 11339 State Hwy 59 N, Montague, Texas 76251 ("Customer").

Collectively, SOE and Customer shall be referred to as the "Parties" and each separately as a "Party".

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Agreement for Election Night Reporting (ENR) entered into as of February 13, 2013 and subsequently on August 8, 2016 and October 1, 2019, by and between the Parties (the Agreement) is hereby extended for another five (5) years and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To EXTEND the Election Services for five (5) years from October 1, 2024 to September 30, 2029 (the Extended Term).
2. To pay the fee/s as indicated below for any renewal (Fee). The Fee shall be non-cancellable, non-refundable and in addition to the fees already paid/to be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased in a minimum five (5) %.
3. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:

Service	Fee	Invoicing Date
SOE Election Night Reporting (ENR) Annual Assurance 10/1/2024-9/30/2025	\$3,370.00	September 1, 2024
SOE Election Night Reporting (ENR) Annual Assurance 10/1/2025-9/30/2026	\$3,370.00	September 1, 2025
SOE Election Night Reporting (ENR) Annual Assurance 10/1/2026-9/30/2027	\$3,370.00	September 1, 2026

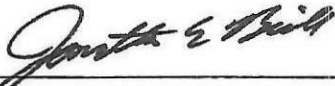
SOE Election Night Reporting (ENR) Annual Assurance 10/1/2027-9/30/2028	\$3,370.00	September 1, 2027
SOE Election Night Reporting (ENR) Annual Assurance 10/1/2028-9/30/2029	\$3,370.00	September 1, 1028

4. Except as modified above, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION

MONTAGUE COUNTY, TX


 By: Jonathan Brill, General Manager
 SOE Software Corporation
 Date: October 5, 2024

By: _____
 Date: _____



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

B.O. #: 3812

1st Election Date: November 5, 2024

Estimated Delivery Date: October 2024

Phone Number: 940-894-2540

Fax Number: 940-894-2543

Customer Contact, Title: Ginger Wall - Election Administrator

Customer Name: Montague County, Texas

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To:
Montague County, Texas
Ginger Wall - Election Administrator
P.O. Box 158
Montague, TX 76251

Ship To:
Montague County, Texas
Ginger Wall - Election Administrator
11339 State Hwy. 59 N.
Montague, TX 76251

Item	Description	Qty	Price	Total
1	ExpressVote BMD ExpressVote Universal Voting System: ExpressVote BMD with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device - Version 6.1.1.0	4	\$3,660.00	\$14,640.00
2	ExpressVote BMD Soft-Sided Case	4	\$250.00	\$1,000.00
3	Shipping Shipping & Handling	1	\$160.00	\$160.00

Freight Billable: yes no

Order Subtotal \$ 15,800.00
 Customer Discount (\$3,644.00)
Order Total \$ 12,156.00

Chris Moody
Regional Sales Manager

Customer Signature Date

V.P. of Finance Date

Title

Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Invoices are due net 30 from invoice date. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
Warranty Period (Years):	One (1) Year from Equipment Delivery
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	
SEE GENERAL TERMS	

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent;

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;

d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or

e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any Third-Party Items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (IV) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (V) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (VI) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software, or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Certification.** By execution of this Agreement, ES&S represents and warrants that:

a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the term of this Agreement; and

b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

18. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

19. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 19 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b), 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for any Add-On units or New Products during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge incremental Software License, Maintenance and Support Fees for any Add-On units or New Products purchased by Customer at the then-current applicable rates at the time.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve**

(12) Months during the Initial Post-Warranty Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S' prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term, or any renewal or extension thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 5 of the General Terms. ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S' prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

Sale Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$560.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$300.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$860.00
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: Annual Post-Warranty License and Maintenance and Support Fees are not listed on Texas BuyBoard Contract # 710-23.		
Note 3: <u>Invoicing and Payment Terms are as Follows:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
4	ExpressVote BMD	Year 1	\$140.00	\$560.00
Total Hardware Maintenance Fees for the Initial Post-Warranty Term				\$560.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit under this Exhibit A.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer’s Designated Location: Montague County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer’s ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer’s specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.

- Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
- A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
4	ExpressVote BMD	Year 1	\$75.00	\$300.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$300.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

RELEVANCE

Due to growing populations, more and more youth are unfamiliar with the way agriculture works and how production on farms runs on a daily basis. Youth need to know what goes into ag production at all levels. Ag in Montague county is a small part of the income for most citizens. We need to educate everyone what agriculture can do with all age levels. Learning at an early age the importance of agriculture could benefit how they grow into adults. There are over 800 elementary youth who need to learn the basics of farm and agriculture for future generations to be aware of the need in all communities.

NUMBERS: Program was conducted in response to youth related issue identified during SHAC meeting.

- **815** youth in Montague County Elementary Schools
- **7,969** households in Montague County
- **498,000** Acres in agriculture production

As with many agriculture products, youth are unaware of where their food comes from, or how it is even produced. In Montague county of 19,956 persons, the loss of agriculture awareness is very evident. In order to help the younger generation understand the importance of agriculture, they need to know where it begins. Reaching out to local school districts can give us a chance to educate those who we can make an impression on. They are consumers too, and with that, will have the ability to make their decisions on what they consume.

RESPONSE

Through Hatching in the Classroom, Nocona and Bowie ISD students became familiar with how agriculture production can start with just an egg. Setting eggs in the classrooms and giving them a weekly educational update, they are able to watch from day one. Steps involved candling them weekly, educational presentations about how the chick is developing, and daily care of the incubator and eggs.

The SHAC committee of Nocona has identified Hatching in the Classroom as an educational approach to address the need for youth to learn about agriculture.

TARGET AUDIENCE

- 19 youth Nocona Elementary
- 32 youth Bowie Intermediate
- 36 eggs set to incubate at each school

PARTNERSHIPS & COLLABORATORS

- Worked with volunteers to donate eggs, shavings, feed, and programs for the youth to have a great experience.
- Partnered with Nocona and Bowie school districts and teachers

VALUE STATEMENT

Hatching in the Classroom

The Hatching in the Classroom we were able to reach the youth and teach them a little more on how agriculture works on a farm. Students explore how an embryo develops inside of a chicken egg over 21 days' time. Discussion of life cycles and other natural cycles are covered while the kids get to watch the chickens hatch.

4th in Nation
7.23 MILLION
 Poultry raised in Texas

38

Number of chicks hatched

1,028
Hours of incubation



Evaluation Strategy

A pre and post-test was conducted to measure the amount of knowledge the youth of Nocona Elementary and Bowie Intermediate gained. Surveys were taken at the beginning of the program and then followed up a week after the chicks had hatched. 51 youth were given the chance to learn in a great surrounding and watch how live of chicken started.

RESULTS

51 elementary youth were able to show their knowledge increase as stated:

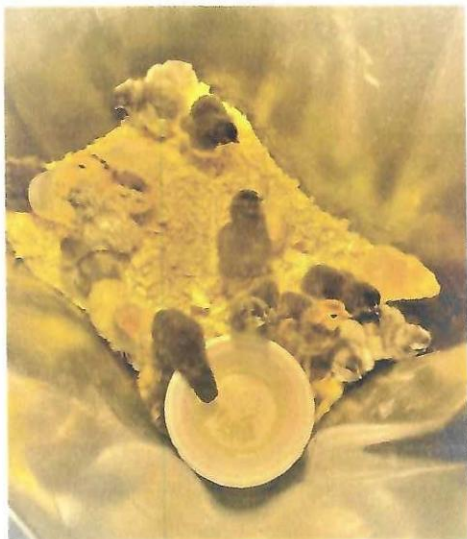
- Percentage of youth who correctly learned that a chicken egg takes more than 18 days to hatch improved from 7% to 91%
- Percentage of youth who learned what candling eggs means, improved from 24% to 100%
- Youth gained knowledge that chicks are not all born yellow. 17% to now 88%
- After chicks are hatched, they need a warm and dry place to live with youth understanding with an increase of 14% from youth to 95% of youth.
- They now know that chicks do not climb into the egg before it incubated and hatched with a result of 18% youth to a total of 98%
- Youth learned that they needed to wash their hands before touching eggs in the incubator at beginning knowledge of 52% to 96% at the end of the program
- They learned that different species of birds (ducks, chicken, turkey, etc.) take different days to incubate with progress from 15% to 82%
- Pre-test average grade overall increased from 67% to 85%

Summary

The use of eggs and hatching them out with the help of the youth, taught them to have a better understanding of how farms and agriculture work. They also learned that not all eggs will hatch out and that only a few will make it through the hatching process to become a viable and productive chicken at their house. Birds were hatched out and given to the youth and sent home to be taken care of with some success.

Future Programming

Montague County Agrilife Extension Service will continue to work with the elementary teachers to provide more agriculture learning experiences via Hatching in the Classroom and Gardening all while working with the county school districts.



"I like watching and hearing the baby chicks hatch out, it's the best part of my day"

Elementary youth

For More Information:

**Justin
Hansard**

CEA-ANR
Montague County

940-894-2831
j-hansard@tamu.edu

RELEVANCE

With the rising costs of groceries, everything from meat to vegetables, there is resurgence of growing their own product and consuming it themselves. Montague County continues to grow with new homeowners moving in monthly and want to create a garden and/or produce a natural organic food product. Homeowners and in particular, senior citizens have to watch what they spend on groceries and want to eat a healthy balanced diet. Achieving that requires them to learn what they can and grow garden vegetables that will produce in our area with little input if possible.

- 2020 to 2022 showed a population growth of 5%
- More than 80% of the population live in cities or towns
- 19,965 persons call Montague county home
- Median income in the county is \$63,336
- 13% of population live in poverty
- Median age of population is 44 years of age
- 26.1% of population is 65 or older
- 8.5% of seniors live in poverty

RESPONSE

The response to the outcome of needing to learn how to grow their own produce was met with different programs across the county to include:

- 6-week course on gardening
- Basic Soil Introduction
- Vegetable Varieties for north Texas
- Nutrients plants require
- Fertilizer 101
- Container Gardening
- Insect control options

The issue was identified and brought up by senior citizens on agriculture and how to grow their own food with gardening at the forefront.

TARGET AUDIENCE

- Senior Citizens
- Homeowners
- Small landowners

PARTNERSHIPS & COLLABORATORS

- Worked with Whitecotton's Greenhouse, Helen Whitecotton, Nocona Senior Citizens center.

VALUE STATEMENT

Ex. Do Well, be well with Diabetes

The need to learn how to grow your own products, in this case vegetables, the audience was taught how to produce their own food from their gardens. Currently Montague County has a large population that live inside city limits and are restricted on the amount of space they can grow produce.

19,965
 COUNTY
 POPULATION

8.5%

1,697

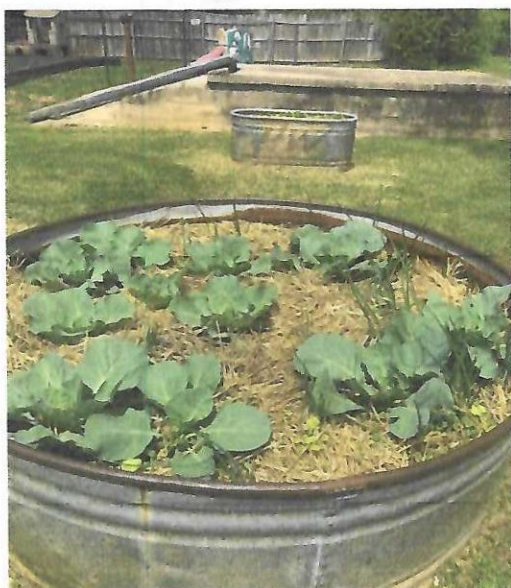
SENIOR CITIZENS LIVE IN
 PROVERTY



In an effort to teach the public more about using their home property, land, and resources to grow their own vegetables, small gardens, and small pots. Agent taught them how to do multiple ideas on how to grow and produce their own homegrown products as well as managing soils, fertilization, insect management, and varieties for Montague county. Site visits were made when needed along with educational programs during the spring.

- 8 persons attended participated in the knowledge based educational program
- 21 youth were taught how to grow vegetables in raised beds
- 22 homeowner visits throughout the spring and summer
- Email series on how to manage soils delivered to 245 families

Teaching the homeowners and youth how to grow and manage their own garden in sustaining their own produce along with putting in their own sweat to make sure they are doing it right and growing a product they can consume or share.



Evaluation Strategy

A retrospective post survey was given out to the group who attended the weekly Grow your own Garden program to 8 of the 8 persons who attended. The survey measured their understanding of what was taught as well as practices they would adopt.

RESULTS

Here are the evaluation results from the 8 attendees of Grow your own Garden in relation to Knowledge Gained & Adoption of practices.

- Soil testing prior to planting increased their knowledge from 12% fair to 75% excellent
- Letting plants tell what nutrients they are needing increased their knowledge from 25% fair to 63% excellent
- Correct vegetable varieties for Montague county increased their knowledge from 63% poor to 75% good
- Knowledge gained in understanding of soil pH and effects of nutrient uptake increased from 25% fair to 63% good
- Knowledge gained from letting good insects control bad insects increased from 50% poor to 75% excellent
- Adoption of vegetable varieties for Montague county showed that 50% probably or definitely would do from now on with 1 individual already has adopted
- The adoption of soil sampling showed that 50% definitely will test their soils with 20% said they will probably not
- Adoption of soil test in a jar showed that 38% have already adopted and 20% probably would try it out for showing soil types in their garden
- Companion planting adoption showed that 38% would probably try this out and 20% already have adopted

Summary

After providing educational programs and site visits, I have seen an increase in the amount of gardening they are completing. They are now using the knowledge gained and put to use some of the adoptions they are including from the education they received.

The continuation of sustainability will continue to drive the need for raising their own vegetables from their local gardens.

Future Programming

Texas A&M Agrilife Extension here in Montague County will continue to provide updated information and educational programs and site visits for homeowners. The need for healthy living continues to drive the need for healthy consumption.



For More Information:

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RELEVANCE

The lack of basic financial knowledge and skills among youth is of concern to Texans and the nation. American high school students routinely fail tests that evaluate their financial knowledge and are ill-prepared to face important decisions about borrowing, saving, investing, and planning for their financial futures. According to a survey from the Hartford Financial Services Group students and parents agree that college students did not leave high school with the skills needed to deal with the financial challenges that lie ahead.

NUMBERS:

- **>24%** Students who are prepared for financial challenges.
- **20%** Parents feel their students are prepared for financial challenges.
- **76%** Youth desire more help preparing for the future.

Additionally:

Financial literacy also influences important decisions about education. Youth with no savings account are less likely to attend college and for those in college, financial stress and credit card debt have been tied to an increased likelihood of missing class and dropping out. There is a direct correlation between future earnings and unemployment rates by educational attainment. Those with a bachelor's degree have significantly higher earnings and lower unemployment rates than those with only a high school diploma.

RESPONSE

The Montague County Family and Community Health Committee and the Montague County 4-H/Youth Area Committee have identified the It's Your Money Program as an educational approach to address the financial literacy concerns in the county.

TARGET AUDIENCE

- **It's Your Money:** This program was targeted towards the local public schools for 8th - 12th Grade participants.
- **Food Handlers:** Program provides education and I useable certificate for those working in the food industry, following Texas Food Code.
- **4-H Career Interviews:** This more eclectic program was targeted towards the interests of the current 4-H participants and their desired future careers.

PARTNERSHIPS & COLLABORATORS

- **Prairie Valley High School, Nocona Middle School, and Montague FCCLA** Implemented versions of the It's Your Money program.
- **Prairie Valley ISD** Implemented Food Handlers
- **Bowie Public Library** Public building provided meeting rooms.

VALUE

It's Your Money

This financial literacy program is designed to teach young adults about the basics of personal finance. The two-part program consists of financial education in the classroom and a Real-World Experience capstone activity where they will use their new skills to make real-life financial decisions without real-world consequences.

70%

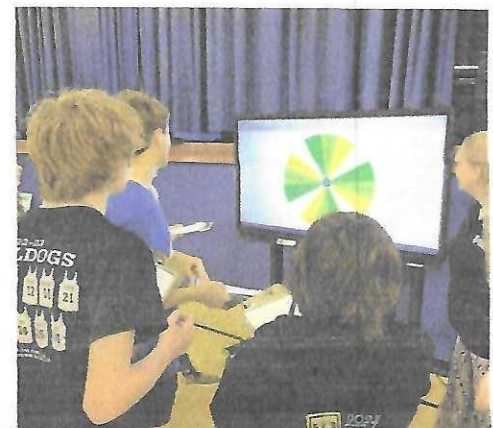
Current 18-24-year-olds have less than \$1,000 saved.

129

Local School-agers Participated in Hands-on Program this year in county.

39

Point increase in youth who will begin saving on a regular basis.



RESPONSE

It's Your Money:

Presented three times throughout the year to different groups and levels of learning.

Prairie Valley High School (Hands-On Event)

- 9th -12th Grades.
- 50 participants
- 78% White
- 13% (Asian, American Indian, Black, & Other)
- 8% Hispanic

Nocona Middle School (Hands-On Event)

- 8th Grade.
- 59 participants
- 20% Hispanic
- 64% White
- 7% African American

Montague El. FCCLA (Hands-on+ Program)

- 6th - 8th Grade.
- 20 participants
- 15% American Indian or Other

Food Handlers

Presented once throughout the year to the high school FCCLA classes.

Prairie Valley FCCLA Class

- 10th - 12th Grade
- 7 participants
- 14% Have worked in Food Service

Career Workshops

Interviews and hands-one activities to increase knowledge or career options.

Montague County 4-H Club

- 5th - 11th Grade
- 12 participants
- 3 Events



TEXAS A&M
AGRI LIFE
EXTENSION

Extension programs of Texas AgriLife Extension Service are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity or any other classification protected by federal, state or local law. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas

Evaluation Strategy

It's Your Money and Food Handler programs utilized the developed pre and post survey instrument to measure knowledge gained. A total of 52 of 129 (40%) of It's Your Money participants completed the post survey; while all 7 (100%) of the Food Handlers participants completed the developed post survey. **Career Workshops** used a informal survey instrument of speaking to participants and gaging their satisfaction through their thoughts following the event.

RESULTS

It's Your Money

- 44% increased understanding on how to track spending.
- 42% increased understanding on creating and following a future budget.
- 56% increase in plans to open a savings account.
- 82% Felt the hands-on event was beneficial to their understanding.
 - 37% Reevaluated their current career choice.
 - 62% Identified changes they would need to make to their preferred lifestyle to be able to stay in budget.

Food Handlers

- 53% increase in overall food safety knowledge in both classes.
- 85% of students received an 80% or better on their posttest. Showing increased understanding in:
 - Hand washing and personal hygiene concerns within the food industry
 - Cross-contamination
 - Temperature Danger Zone and TCS Foods.
- 57% of students were completely satisfied with the program.

Career Workshops

- 79% of attendees were completely satisfied with programming efforts.

Summary

The additional workshops held for the 4-H members covered job outlooks in visual and performance arts as well as the medical industry. Topics like education expectation, earning potential, and some hands-on experiences for what the career might be like as they explore. All youth were also encouraged to explore on their own through interviews, video searches, and college tours. While some might have expressed disbelief at the "living" aspects of adulthood, most could understand the importance of planning for the future.

**"If we plan together, we can be comfortable in the future."
~Youth Participant to friend during the It's Your Money hands-on event**

Future Programming

A concerned raised by the recent TCCF meeting was the need to help youth prepare for the workforce. The plan is to increase the plan to include:

- Additional opportunities to participate in It's Your Money.
- Add additional workshops on needed skills like resumes, interviewing, etc.
- Expand the career workshops to include local industry tours, career interviews, etc.



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RELEVANCE

Health concerns and chronic diseases are on the rise within the County.

With a near 2% increase in population within the county over the last year, concerns continue over health and wellness within the community. Considering that at least 7 of the top 10 leading causes of death in the U.S. and Texas are chronic diseases. With most chronic diseases can be prevented by eating a nutritious diet, being physically active, avoiding tobacco and excessive drinking, and getting regular health screenings.

NUMBERS: According to the 2024 Montague County State of Health Report,

- **18%** - of adults report poor or fair health
- **58** - Cardiovascular Deaths "per 10,000 adults"
- **36%** - of adults are obese (reporting a BMI over 30).
- **25%** - of adults are inactive.

Adding concerns of heart disease, heart attack, heart failure, hypertension, cardiac dysrhythmia, and all strokes to the health in the county. As a response, AgriLife has developed healthy lifestyle programs that can address these issues with an evidence-based approach through education. With the hope that increased physical activity and improved eating habits that have been associated with a greater ability to manage the complications of certain chronic diseases and delay the onset of the disease in individuals at risk will also benefit the community overall.

RESPONSE

The Montague County Family and Community Health Committee has identified several programs as the educational approach to address the chronic health conditions and home preservation safety in the county.

TARGET AUDIENCE

- **Walk Across Texas** - This program was targeted towards adult participants challenged to walk 2-miles every day for 8-weeks.
- **Preserving the Harvest** - This 4-session program encourages research-based, safe techniques for storing food for one's family, using the skills for canning, dehydrating, and freezing.
- **Health Talk Express: Heart Strong** - This program was targeted to adult participants concerned about heart health.

PARTNERSHIPS & COLLABORATORS

- **The Carpenter Shop** - Non-Profit Senior and Community Center
- **Montague County Government** - Juvenile Probation, Veterans Office, and the County Judge's Office
- **United Presbyterian Church of Montague County**
- **Dean Prine** - Montague County Master Wellness Volunteer
- **Child Welfare Board and CASA**

VALUE

Walk Across Texas

This physical activity program encourages participants to work cooperatively while still setting goals for themselves to increase their personal physical activity. By setting this minimum goal of 2-miles a day for eight weeks, while building relationships, the hope is to also create a healthy habit of physical activity post the event as well.

36 %
21,598

Percentage of Obese Adults of the
 Montague County Population

11,837

Miles Walked

\$592,542

Economic Impact to
 Montague County



RESPONSE

Walk Across Texas

The eight-week program provides the opportunity to implement or increase the physical activity. There were two programs held during the fiscal year. The overall goal for participants is to create a habit of physical activity every day.

- 60 Total participants
- 32% Male
- Median Age = 47
- 12 Teams
- Total Miles Walked: 11,837.88

Preserving the Harvest

The four-session program provides information and hands on practice to increase food security and food safety in a home environment. Location was provided through the generosity of the local Presbyterian church in Bowie

- 20 Total Participants
- 1% Hispanic or Other
- Average Age = 47

Food Handlers

The program fulfills the requirements of the Texas Food Code in the local retail food establishments.

- 1 participant

Healthy Home

The four-session program was held in cooperation with the local CASA organization to assist with those working with CPS to build a healthier environment in the home for the children that live there.

- 6 participants (2 Adults, 4 Youth)



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Extension programs of Texas AgriLife Extension Service are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity or any other classification protected by federal, state or local law The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas

Evaluation Strategy

Walk Across Texas: A wrap up survey was utilized for both events to measure knowledge gained and adoptions of best practices. A total of 23 of 60 (38%) participants completed the wrap up survey instrument. **Food Handlers:** utilized the developed pre and post survey instrument for all participants. **Preserving the Harvest:** utilized the developed survey instrument. 17 of 20 (85%) participants completed the post survey instrument.

RESULTS

Walk Across Texas (2 events)

- 91% (8-point increase) of participants noted their health to be Good, Very Good or Excellent.
- 48% (15-point increase) of took part in each moderate or vigorous intensity physical activity or exercise.
- 16% increase in miles walked.
- Impact:
 - Economic Total = \$592,542
 - Diabetes Savings = \$285,710

Preserving the Harvest (3 events)

- 88% (9-point increase) of participants felt their knowledge or skill with home food preservation was Good or Excellent following the workshops.
- 82% of participants felt they would make changes because of the workshops.
- Major Adoptions Identified:
 - Using tested recipes from a reliable source
 - Updating existing equipment
 - Get my dial gauge pressure canner tested

Food Handlers

Summary

Additional formal programing efforts also included a Healthy Heart program at the Nocona Senior Center during the month of February. We were able to cover several of the Health Talk Express programs over stroke, heart health, and stress. This provided diet and exercise ideas to implement in their lives.

Other education occurs informally as well with the Montague County Extension Facebook page. Topics shared included areas of food safety, the Dinner Tonight program, the Path to the Plate initiative, and our Health Hints topics.

“My stamina has improved, and it has been a great motivator. I plan to continue these good habits. Thank you WALK ACROSS TEXAS”
~Participant Testimonial

Future Programming

Continued implementation of the following programs:

- Walk Across Texas
- Preserving the Harvest

Additional programs for consideration as denoted by the FCS Committee.

- Dinner Tonight: Emergency Preparedness.
- Get Outside!
- Dinner Tonight: Heart Health
- Do Well Be Well with Hypertension



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RELEVANCE

Montague County has a growing population and 1,806 currently receiving benefits from the Supplemental Nutrition Assistance Program. Additionally, 18% of children in the county are living in poverty leading to 50% of local schools to be considered eligible for the Better Living for Texans program due to over half of their enrolment being served through the free or reduced lunch program.

NUMBERS:

- **25%** of Adults in Montague County are inactive.
 - 2% greater than State average
- **36%** of Adults are considered obese.
 - 2% greater than State average
- **7.2** Food Desert Ranking for low-income sources for food security
- **18%** of Adults report being in poor health.

Research suggests that SNAP recipients and other limited resource audiences consume diets that are not in agreement with current dietary recommendations, potentially increasing their risk for the development of chronic disease. A few major factors that have a strong potential to negatively impact health include:

- Food insecurity
- Obesity,
- Lack of access to healthy foods

By developing healthy habits individuals and families can decrease their health risks and gain a better satisfaction with life.

RESPONSE

The Montague County Family and Community Health Committee met four times through the year and identified several programs as an educational approach to address the issues of increasing physical activity and assisting with client choice to increase fruit and vegetable intake within the county.

TARGET AUDIENCE

- The adult program series, newsletters, and handouts are targeted towards the adults connected through the food pantries and senior centers.
- The youth program series is targeted towards the school-age youth within the county-eligible independent school districts.

PARTNERSHIPS & COLLABORATORS

- Nocona Food Pantry – A Hand Up, Bowie Food Pantry – Bowie Mission, Montague Food Pantry – Christ Can, Nocona Senior Center – The Carpenter’s Shop, Montague Independent School District, Bowie Public Library, Bowie Senior Center, Bowie Non-Profit Board, Bowie Presbyterian Church, local 4-H clubs, KNTX, Bowie News, Nocona News.

VALUE

Better Living for Texans:
 Walk and Talk

This physical activity program allows participants to discover a variety of low-impact activities that they can implement daily to increase their physical activity levels. Additionally, the educational portion provides them an opportunity to try new vegetables and fruits without the concern of cost to their budget.

18%

County adults that feel they are in fair or poor health

25%

County Adults are physically Inactive

1,402

Miles walked over the course of two programs



RESPONSE

Walk and Talk – Fall and Spring

Two eight-week programs focused on healthy living and increasing fruits and vegetable.

- 9 Total Adult Participants
- 11% American Indian
- Average Age: 69

Be Well Live Well

Five-week program for adults 55+ covering tips for increased health

- 10 Participants
- 10% Male

Healthy Carbohydrates

Four-week program covering the importance to healthy carbohydrates in a life.

- 5 Adult Participants
- Average Age: 73

Growing and Nourishing Healthy Communities

Eight-week program in cooperation with Agriculture agent to increase individual growth of a garden.

- 8 Participants
- 13% Male
- 13% Hispanic

Balancing Food & Play

Eight-session program with local school encouraging youth to increase fruit and vegetables intake and get 60 minutes of physical activity each day.

- 56 Youth Participants
- 9% Hispanic
- 5% American Indian

Color Me Healthy

Eight-session program with a local school to try new things and get physical activity.

- 45 Youth Participants
- 9% Hispanic



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Evaluation Strategy

All programs used the established pre and post evaluations. A total of five surveys were used for the adult programs and two surveys were used for the youth programs. A total of 32 of 39 (82%) adult participants completed the five post survey instruments. All 101 youth participants completed the post survey instrument connected to their program.

RESULTS

Over the year of programming some highlights from program post surveys include:

- 32 Adult Graduates
 - 100% of Gardening participants felt that they could now grow vegetables or fruits for their family with confidence.
 - 40% of adults (20-point increase) fill at least half of their plate with fruits and vegetables.
 - 80% of adults (40-point increase) often or always plan their meals
 - Miles walked during Walk & Talk: 1,402 (23% increase)
 - Adults identified and enacted the following changes to their lifestyle for increased health
 - Decrease their intake of sweetened drinks
 - Read the nutrition facts label
 - Increase in Physical Activity.
 - Adjust snacks to a fruit or vegetable at home.
- 101 Youth Graduates
 - 12-point increase to 80% of Balancing Food and Play youth had 2 hours or less of screen time.
 - All participants of Color Me Healthy demonstrated that they were more willing to:
 - Taste fruits and vegetables
 - Increase personal physical activity.

Summary

Additional informal educational efforts are conducted using a monthly newsletter that is distributed through the three food pantries with about 330 copies shared each month. As well as online using the Montague Better Living for Texans Facebook page covering upcoming programs, tips for healthy living, and recipes that individuals and families can try to supplement their current choices. The importance of individual healthy choice is a major factor for the county participants.

“Walk and Talk made me more aware of how much exercise I was getting and helped me with watching what I eat.”

Future Programming

For upcoming years, the following needs have been identified:

- Increase participation in Walk and Talk through school participation.
- Continue programming efforts with current audiences, adjust programs to add new options and review needs of clientele
- Increase programming efforts through new audiences.



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Budget Report

For Fiscal: FY 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>010-552-201</u>	SOCIAL SECURITY	3,176.00	3,176.00	231.80	3,025.32	150.68	4.74 %
<u>010-552-202</u>	GROUP INSURANCE	13,085.00	13,085.00	1,090.20	13,082.40	2.60	0.02 %
<u>010-552-203</u>	RETIREMENT	7,294.00	7,294.00	556.66	7,239.69	54.31	0.74 %
<u>010-552-205</u>	MEDICARE	743.00	743.00	54.22	707.63	35.37	4.76 %
<u>010-552-305</u>	OPERATING EXPENSE	2,500.00	4,300.00	399.46	3,790.14	509.86	11.86 %
<u>010-552-400</u>	DUES & BONDS	200.00	200.00	0.00	120.00	80.00	40.00 %
<u>010-552-410</u>	TIRES	600.00	600.00	0.00	0.00	600.00	100.00 %
<u>010-552-411</u>	FUEL	4,000.00	2,200.00	207.93	1,252.92	947.08	43.05 %
<u>010-552-420</u>	COMMUNICATION	948.00	948.00	78.21	938.42	9.58	1.01 %
<u>010-552-425</u>	TRANSPORTATION	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>010-552-427</u>	TRAINING	200.00	200.00	0.00	364.00	-164.00	-82.00 %
Department: 552 - CONSTABLE #2 Total:		84,464.00	84,464.00	6,527.54	81,673.17	2,790.83	3.30%
Department: 560 - SHERIFF'S DEPARTMENT							
<u>010-560-101</u>	ELECTED OFFICIAL SALARY	75,000.00	75,000.00	5,884.62	76,283.47	-1,283.47	-1.71 %
<u>010-560-102</u>	OFFICIAL/DEPT HEAD SALARY	0.00	0.00	5,151.10	66,868.17	-66,868.17	0.00 %
<u>010-560-103</u>	DEPT PERSONNEL SALARY	754,449.00	724,449.00	55,472.38	707,382.23	17,066.77	2.36 %
<u>010-560-108</u>	CERTIFICATION PAY	6,500.00	6,500.00	230.76	3,096.03	3,403.97	52.37 %
<u>010-560-120</u>	LONGEVITY PAY	21,750.00	21,750.00	1,557.70	20,250.10	1,499.90	6.90 %
<u>010-560-150</u>	MEAL EXPENSE	350.00	350.00	0.00	0.00	350.00	100.00 %
<u>010-560-201</u>	SOCIAL SECURITY	53,200.00	53,200.00	4,080.83	52,671.98	528.02	0.99 %
<u>010-560-202</u>	GROUP INSURANCE	183,190.00	183,190.00	13,086.98	154,268.78	28,921.22	15.79 %
<u>010-560-203</u>	RETIREMENT	122,187.00	122,187.00	9,719.36	124,397.21	-2,210.21	-1.81 %
<u>010-560-205</u>	MEDICARE	12,442.00	12,442.00	954.39	12,318.40	123.60	0.99 %
<u>010-560-305</u>	OPERATING EXPENSE	15,500.00	15,820.00	861.90	12,956.25	2,863.75	18.10 %
<u>010-560-311</u>	SOFTWARE	36,164.00	36,164.00	1,767.50	35,370.37	793.63	2.19 %
<u>010-560-335</u>	LAW ENFORCEMENT SUPPLIES	19,552.00	28,977.00	859.51	22,321.26	6,655.74	22.97 %
<u>010-560-336</u>	K-9 EXPENSES	4,500.00	2,750.00	0.00	2,362.52	387.48	14.09 %
<u>010-560-393</u>	INVESTIGATION EXPENSE	600.00	600.00	0.00	0.00	600.00	100.00 %
<u>010-560-396</u>	STATE LAB EXPENSE	10,000.00	5,000.00	45.00	60.00	4,940.00	98.80 %
<u>010-560-400</u>	DUES & BONDS	2,100.00	2,100.00	50.00	1,387.50	712.50	33.93 %
<u>010-560-410</u>	TIRES	6,000.00	6,750.00	741.60	6,994.10	-244.10	-3.62 %
<u>010-560-411</u>	FUEL	72,000.00	77,000.00	6,183.97	78,748.40	-1,748.40	-2.27 %
<u>010-560-420</u>	COMMUNICATION	15,200.00	15,200.00	1,246.86	13,917.97	1,282.03	8.43 %
<u>010-560-425</u>	TRANSPORTATION	5,000.00	7,075.00	0.00	6,518.78	556.22	7.86 %
<u>010-560-427</u>	TRAINING	4,500.00	4,000.00	10.98	4,303.98	-303.98	-7.60 %
<u>010-560-445</u>	AUTO REPAIR & MAINTENANCE	9,000.00	9,000.00	394.07	9,344.43	-344.43	-3.83 %
<u>010-560-460</u>	RENTAL AGREEMENTS	3,500.00	3,500.00	0.00	2,407.67	1,092.33	31.21 %
<u>010-560-491</u>	MEDICAL	3,000.00	3,000.00	0.00	2,512.67	487.33	16.24 %
<u>010-560-560</u>	INVENTORY	0.00	0.00	0.00	7,256.80	-7,256.80	0.00 %
<u>010-560-570</u>	MACHINERY & EQUIPMENT	75,000.00	75,000.00	9,565.87	74,615.72	384.28	0.51 %
<u>010-560-575</u>	LEASE PAYMENT	106,592.00	106,592.00	0.00	106,506.29	85.71	0.08 %
Department: 560 - SHERIFF'S DEPARTMENT Total:		1,617,276.00	1,597,596.00	117,865.38	1,605,121.08	-7,525.08	-0.47%
Department: 565 - JAIL							
<u>010-565-103</u>	DEPT PERSONNEL SALARY	1,017,596.00	1,017,596.00	83,262.61	1,055,064.52	-37,468.52	-3.68 %
<u>010-565-105</u>	PART TIME	34,106.00	34,106.00	1,920.00	25,120.00	8,986.00	26.35 %
<u>010-565-108</u>	CERTIFICATION PAY	7,000.00	7,000.00	269.22	3,749.85	3,250.15	46.43 %
<u>010-565-120</u>	LONGEVITY PAY	19,500.00	19,500.00	1,403.88	19,221.66	278.34	1.43 %
<u>010-565-150</u>	MEAL EXPENSE	1,000.00	1,000.00	0.00	508.58	491.42	49.14 %
<u>010-565-151</u>	UNIFORMS	3,000.00	3,000.00	0.00	1,363.64	1,636.36	54.55 %
<u>010-565-201</u>	SOCIAL SECURITY	67,097.00	67,097.00	5,274.57	67,247.56	-150.56	-0.22 %
<u>010-565-202</u>	GROUP INSURANCE	261,700.00	261,700.00	21,799.42	247,511.14	14,188.86	5.42 %
<u>010-565-203</u>	RETIREMENT	154,106.00	154,106.00	12,362.10	157,117.33	-3,011.33	-1.95 %
<u>010-565-205</u>	MEDICARE	15,692.00	15,692.00	1,233.55	15,727.13	-35.13	-0.22 %
<u>010-565-305</u>	OPERATING EXPENSE	27,000.00	29,374.00	291.89	27,378.67	1,995.33	6.79 %
<u>010-565-320</u>	JANITORIAL SUPPLIES	9,000.00	6,500.00	0.00	5,448.57	1,051.43	16.18 %
<u>010-565-338</u>	JAIL SUPPLIES	20,500.00	16,000.00	376.41	14,887.53	1,112.47	6.95 %
<u>010-565-380</u>	FOOD SUPPLIES	124,250.00	149,250.00	9,975.27	143,098.76	6,151.24	4.12 %
<u>010-565-400</u>	DUES & BONDS	500.00	500.00	0.00	250.00	250.00	50.00 %

Budget Report

For Fiscal: FY 2024 Period Ending: 09/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>010-565-420</u>	COMMUNICATION	0.00	0.00	0.00	192.06	-192.06	0.00 %
<u>010-565-425</u>	TRANSPORTATION	6,000.00	6,000.00	764.10	4,378.45	1,621.55	27.03 %
<u>010-565-427</u>	TRAINING	3,000.00	3,000.00	40.00	2,269.72	730.28	24.34 %
<u>010-565-489</u>	PEST CONTROL	2,100.00	2,100.00	158.00	1,821.00	279.00	13.29 %
<u>010-565-491</u>	MEDICAL	124,995.00	154,995.00	6,840.29	150,287.74	4,707.26	3.04 %
<u>010-565-560</u>	INVENTORY	4,000.00	4,000.00	0.00	582.77	3,417.23	85.43 %
<u>010-565-570</u>	MACHINERY & EQUIPMENT	0.00	67,145.00	0.00	51,321.50	15,823.50	23.57 %
Department: 565 - JAIL Total:		1,902,142.00	2,019,661.00	145,971.31	1,994,548.18	25,112.82	1.24%
Department: 566 - RADIO TOWER							
<u>010-566-305</u>	OPERATING EXPENSE	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>010-566-411</u>	FUEL	200.00	200.00	0.00	0.00	200.00	100.00 %
Department: 566 - RADIO TOWER Total:		700.00	700.00	0.00	0.00	700.00	100.00%
Department: 567 - EMG MGMNT COORDINATOR							
<u>010-567-103</u>	DEPT PERSONNEL SALARY	26,124.00	26,124.00	2,009.50	26,027.39	96.61	0.37 %
<u>010-567-201</u>	SOCIAL SECURITY	1,620.00	1,620.00	124.58	1,613.59	6.41	0.40 %
<u>010-567-203</u>	RETIREMENT	3,721.00	3,721.00	286.16	3,706.39	14.61	0.39 %
<u>010-567-205</u>	MEDICARE	379.00	379.00	29.14	377.43	1.57	0.41 %
<u>010-567-305</u>	OPERATING EXPENSE	11,000.00	11,000.00	800.00	6,880.25	4,119.75	37.45 %
<u>010-567-411</u>	FUEL	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>010-567-420</u>	COMMUNICATION	10,632.00	10,632.00	123.21	5,234.92	5,397.08	50.76 %
<u>010-567-425</u>	TRANSPORTATION	1,525.00	1,525.00	2,294.08	2,294.08	-769.08	-50.43 %
Department: 567 - EMG MGMNT COORDINATOR Total:		55,501.00	55,501.00	5,666.67	46,134.05	9,366.95	16.88%
Department: 630 - HEALTH							
<u>010-630-475</u>	MHMR CENTERS	31,000.00	31,000.00	0.00	31,000.00	0.00	0.00 %
<u>010-630-476</u>	FIRE DEPARTMENTS	18,000.00	18,000.00	0.00	18,000.00	0.00	0.00 %
<u>010-630-477</u>	BOWIE AMBULANCE	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00 %
<u>010-630-478</u>	SAINT JO AMBULANCE	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00 %
<u>010-630-479</u>	NOCONA AMBULANCE	62,500.00	62,500.00	0.00	62,500.00	0.00	0.00 %
Department: 630 - HEALTH Total:		221,500.00	221,500.00	0.00	221,500.00	0.00	0.00%
Department: 640 - SOCIAL WELFARE							
<u>010-640-418</u>	INDIGENT BURIAL	6,000.00	6,000.00	0.00	5,950.00	50.00	0.83 %
<u>010-640-473</u>	MEALS ON WHEELS	3,000.00	3,000.00	0.00	1,430.50	1,569.50	52.32 %
Department: 640 - SOCIAL WELFARE Total:		9,000.00	9,000.00	0.00	7,380.50	1,619.50	17.99%
Department: 665 - COUNTY AGENTS							
<u>010-665-103</u>	DEPT PERSONNEL SALARY	95,849.00	95,849.00	7,372.79	95,557.85	291.15	0.30 %
<u>010-665-120</u>	LONGEVITY PAY	1,250.00	1,250.00	96.16	1,250.08	-0.08	-0.01 %
<u>010-665-150</u>	MEAL EXPENSE	500.00	500.00	0.00	69.51	430.49	86.10 %
<u>010-665-201</u>	SOCIAL SECURITY	6,052.00	6,052.00	423.48	5,531.26	520.74	8.60 %
<u>010-665-202</u>	GROUP INSURANCE	13,085.00	13,085.00	1,090.20	13,082.40	2.60	0.02 %
<u>010-665-203</u>	RETIREMENT	13,899.00	13,899.00	544.62	7,066.37	6,832.63	49.16 %
<u>010-665-205</u>	MEDICARE	1,416.00	1,416.00	99.04	1,293.62	122.38	8.64 %
<u>010-665-305</u>	OPERATING EXPENSE	1,700.00	1,700.00	169.04	1,339.51	360.49	21.21 %
<u>010-665-400</u>	DUES & BONDS	350.00	350.00	0.00	355.00	-5.00	-1.43 %
<u>010-665-420</u>	COMMUNICATION	1,560.00	1,560.00	127.99	1,535.88	24.12	1.55 %
<u>010-665-425</u>	TRANSPORTATION	22,500.00	22,500.00	1,281.71	20,310.17	2,189.83	9.73 %
<u>010-665-427</u>	TRAINING	500.00	500.00	0.00	725.00	-225.00	-45.00 %
<u>010-665-460</u>	RENTAL AGREEMENTS	2,000.00	2,000.00	136.62	1,689.34	310.66	15.53 %
Department: 665 - COUNTY AGENTS Total:		160,661.00	160,661.00	11,341.65	149,805.99	10,855.01	6.76%
Department: 670 - GOVERNMENT DAMS							
<u>010-670-556</u>	GOV'T DAM MAINTENANCE	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 670 - GOVERNMENT DAMS Total:		500.00	500.00	0.00	0.00	500.00	100.00%
Expense Total:		11,469,543.00	11,485,483.00	1,020,147.77	10,117,492.18	1,367,990.82	11.91%
Fund: 010 - GENERAL FUND Surplus (Deficit):		0.00	0.00	-909,855.60	1,949,333.48	1,949,333.48	0.00%



Montague County, TX

Pay Code Report

Pay Code Summary

10/1/2023 - 9/30/2024

Payroll Set: 01-Payroll Set 01

Pay Code	Description	# of Payments	Units	Pay Amount
Certification Pay - Certific Certification Pay		424	0.00	13,730.22
Comp Earned - Comp Time-Comp Time-Earned		273	1,844.70	0.00
Comp Used - Comp Time-Comp Time-used		229	2,102.40	51,955.47
Correction - Correction	Correction	5	0.00	356.64
FMLA - FMLA	FMLA	5	0.00	0.00
Funeral - Funeral	Funeral	4	21.50	501.02
Holiday - Holiday	Holiday	360	3,216.00	79,100.85
Hourly - Hourly	Hourly	935	63,368.50	1,549,382.15
Longevity - Longevity	Longevity	750	0.00	39,471.76
Meal Reimbursement - Meal Reimbursement	Meal Reimbursement	5	0.00	508.58
Military Leave - Military Leave	Military Leave	1	24.50	570.92
Pay Period - Pay Period	Pay Period	28	2,080.00	74,841.22
Personal - Personal	Personal	75	543.50	13,415.73
Salary - Salary	Salary	28	2,080.00	66,868.17
Sick - Sick Time Used	Sick Time Used	95	1,487.33	36,549.21
State Supplement - State Supplement Pay	State Supplement Pay	542	720.00	22,528.87
Vacation - Vacation	Vacation	132	2,059.50	50,649.31
Report Total:				2,000,430.12



KATHY PHILLIPS

Montague County Tax Assessor-Collector
P.O. Box 8
Montague, Texas 76251
Phone (940) 894-3881 or (940)894-3601
Fax (940) 894-2012
tac@co.montague.tx.us

October 16, 2024

Montague County
Attn: County Commissioners

Pursuant to Section 26.09 of the Texas Property Tax Code, please review the attached 2024 tax totals to be approved as the tax roll.

Sincerely,

Kathy Phillips
Tax Assessor-Collector

2024 MONTAGUE TAX ROLL TOTALS 10.3.24

MG-MONTAGUE COUNTY (2024)

Count: 63,162

Market

Improvement	Count	Value	Land	Count	Value	Prod Mkt	Count	Value	Other	Count	Value
Homestead	11,288	1,553,444,580	Homestead	15,161	392,936,220	Agricultural	8,581	3,880,696,790	Mineral	35,614	171,087,570
Non Homestead	4,304	442,479,094	Non Homestead	3,600	247,892,500	Inventory	1	13,330	Personal	2,249	518,328,936
New Homestead	706	69,364,990	New Homestead	14	632,230	Timber	0	0	New Personal	0	0
New Non Hs	269	21,854,810	New Non Hs	2	102,350						
Impr Market	2,087,143,474	(+)	Land Market	641,563,300	(+)	Prod Market	3,880,712,120	(+)	Other	689,416,506	Total Market
											7,298,835,400

Loss

Cap Loss	Count	Value	Productivity	Count	Prod Value	Prod Loss
General HS	3,687	115,918,837	Agricultural	8,581	34,771,440	3,845,927,350
Circuit Breaker	5,312	73,747,553	Inventory	1	110	13,220
			Timber	0	0	0
			Timber78	0	0	0
Cap Loss	189,666,390	(+)	Prod Loss	3,845,940,570	(=)	4,035,606,960

Deductions

Homestead	Count	Value	Over 65	Count	Value	Disabled	Count	Value	Assessed
General	0	0	General	0	0	General	0	0	3,263,228,440
Frozen	0	0	Frozen	0	0	Frozen	0	0	
Local	0	0	Local	0	0	Local	0	0	
Local Frozen	0	0	Local Frozen	0	0	Local Frozen	0	0	
Local %	3,183	128,327,652							
Local % Fzn	2,877	109,914,065							
Total Hs	238,241,717	(+)	Total Os	0	(+)	Total Dis	0	0	

Disabled Veteran	Count	Value	Miscellaneous	Count	Value	Const Exempt	Count	Value	Total Deductions
General	191	1,776,420	Abatements	0	0	General	730	184,717,550	494,350,641
Frozen	119	1,119,620	Pollution Control	82	13,298,830	Prorated	5	208,284	
100% Homestead	196	37,277,060	Freeport	2	2,390,450				
			Minimum Value	13,451	1,150,378				
			Temo Disaster	1	336,834				
			Other	102	13,833,498				
Total Dis Vet	40,173,100	(+)	Total Other	31,009,990	(+)	Total Exempt	184,925,834	(=)	

Taxable / Tax

New Frozen Taxable	1,516,330	(+)	Taxable Frozen	415,463,992	(+)	Taxable Non Frozen	2,351,897,477	(=)	Total Taxable	2,768,877,799
New Frozen Tax	7,508.39	(+)	Tax Frozen	1,392,018.66	(+)	Tax Non Frozen	11,663,709.11	(=)	Total Tax	13,063,236.16
									2024 Rate Per \$100	0.004961
									Taxable Loss	135,691,716

Additional Totals

Miscellaneous	Count	Value	Natural Disaster	Value	TIFF	Value	TIFF #1	Value	TIFF	Value	TIFF #2	Value	Certifiable	Value
Subj to Hs	6,061	1,196,004,353	Jan 1 Market	0	Total Taxable	0	Total Taxable	0	Total Tax	0	Market	7,298,835,400		
New Taxable	892	87,900,007	Jan 1 Txbi	0	Total Tax	0.00	Total Tax	0.00	Origination Year	0	% Protected	0%		
Legal Acres	10,504	1,533,825	Jan 1 Avg %	0.000	Taxable Base	0	Taxable Base	0	Taxable Captured	0	Taxable	2,768,877,799		
Ag Acres	2,321	782	Disaster Market	0	Taxable Captured	0	Tax Captured	0.00	Chapter 313 Value Limitation	Value	Tax	13,063,236.16		
Inv Acres	0	0	Disaster Txbi	0	Tax Captured	0.00	I&S Taxable	2,768,877,799	M&O Taxable	2,768,877,799				
Tmb Acres	0	0	Disaster Tax	0.000	Est Recognizable Txbi	0	VLA Cap Loss	0						
Annexed	0	0	Disaster Avg %	0.000	Est Recognizable Tax	0								
DeAnnexed	0	0	Est Recognizable Tax	0.00										

* Please contact Chief Appraiser to obtain estimated recognizable values of property under protest

ORDER GRANTING PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT PIPELINE

STATE OF TEXAS	X	Tristan Cable
	X	
COUNTY OF MONTAGUE	X	

Now, on this the **28TH DAY OF October, 2024**, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, came to be considered the application of **Tristan Cable** for a permit and right-of-way to lay, construct, maintain, operate a **ROAD CROSSING on Third St.** located in **Precinct 3** of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to **Tristan Cable**, to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased or uncased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet-cased or 6 feet-uncased below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to **Tristan Cable**.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **Tristan Cable**, its successors and assigns, without further grant or procedure.

Kevin Benton, County Judge

STATE OF TEXAS	X	Tristan Cable
	X	
COUNTY OF MONTAGUE	X	

Before me, the undersigned authority, on this personally appeared **Kevin Benton**, 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 and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____.

My commission expires:

Notary Public in and for
Montague County, Texas

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 10/21/2024

NAME: Tristan Cable

ADDRESS: 167 Third St Ringgold Tx

CONTACT PERSON: Tristan Cable TELEPHONE NO. 940-233-0419

ROAD NAME: Third St COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33.82013 N Longitude 97.94044 W
(GPS Coordinates for Road Crossings)

TEMPORARY PERMANENT PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

We just need a temporary trench cut through
Third St for a water main.
We can cut the trench

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline or utility lines should be granted, the following is understood:

1. That such pipeline or utility lines shall be so buried, cased at 3 feet below bar ditch or uncased at 6 feet below bar ditch, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline or utility lines required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.
6. Utility lines shall be so buried at least 36 (thirty-six) inches in order to be able to maintain roads and ditches.

Source of the water:

Full Name and Address of Property Owner: N/A

Well Site Physical Address: N/A UTGCD ID#: _____

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	_____	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ Longitude _____

Meter Serial Number: _____

Beginning Meter Reading (as displayed on meter): _____

Ending Meter Reading (as displayed on meter): _____

Location of the use of the water: _____ County: _____

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No

If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 10/21/2024

SIGNATURE *Justin Calne*

*Hopewell Road Estates North Starr Estates
(Name Changed)*

Appendix A

SUBDIVISION APPLICATION CHECKLIST

The following tasks must be completed by the developer prior to filing any application for subdivision approval:

- Meet with the Precinct Commissioner and Development Officer at least 15 days prior to the date of filing the application of the subdivision property, to visually inspect the property, review the developer's intentions, establish any special requirements for the plat application, and to discuss the application process.
- Confirm whether the planned subdivision will be classified as First or Second Tier.
- Check the proposed subdivision name for conflicts or similarly named subdivision that is not a subsequent phase of an existing subdivision.

The following items must be included in any plat application for approval of a First Tier subdivision:

- A plat of the proposed subdivision in compliance with these regulations.
- Six (6) reduced size (not less than letter sized) copies of the plat.
- A digital map or a certificate regarding the availability of a digital map.
- A certificate from the Upper Trinity Groundwater Conservation District that the proposed subdivision will have adequate water availability.
- A survey of the proposed subdivision in compliance with these regulations.
- A certificate from the surveyor who prepared the plat and survey in substantially the form as Appendix E.
- A description by the developer of the manner and means of providing drinking water, sewerage, roads, electricity, and drainage structures.
- All engineering specifications, drawings, and plans for infrastructure to be constructed comprising a plat application in compliance with these regulations.
- A certificate from each engineer confirming compliance of their specifications, plans, and drawings, in substantially the form as Appendix F.
- A certificate from NORTEX confirming the road names or numbers reserved for roads laid out in the subdivision.
- Tax certificates confirming that no property taxes are due and unpaid for the subdivision.

✓

A certificate from the developer confirming that approval of the plat application and filing of the plat does not mean that the County will be responsible for maintenance of subdivision roads and streets.

✓

If ~~water~~, ~~sewerage~~, and electricity are to be provided by a public utility, the developer must submit an executed public utility certificate in substantially the form as Appendix D.

✓

If water is to be provided by private well, a Disclosure Statement shall be provided to the buyer prior to closing disclosing the nature of provision of water, together with certification of water availability and quality.

✓

If OSSF is included in the plat application, a certificate from the Montague County OSSF Inspector or Development Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements or lot frontage, street width and all-weather capacity to handle emergency vehicles.

N/A

If fire hydrants or filler plugs are included in a plat application, a certificate from the public utility serving the subdivision to confirm sufficient water capacity is available to operate the fire hydrants or filler plugs.

✓

All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

The following items must be included in any application for approval of a Second Tier subdivision:

A plat of the subdivision showing the area/acreage of each lot or tract. Lots must have a minimum of sixty (60') feet of frontage to the adjoining street.

Certificates from the developer confirming the following:

- _____ Availability of water and sewage service.
- _____ Compliance with set-back lines.
- _____ Disclosure and Dedication of all necessary utility easements.
- _____ Confirming the installation of culverts in compliance with the County ordinance on culverts.

If OSSF is proposed for the Second Tier subdivision, a certificate from the Montague County OSSF Inspector or Development Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements, street width and all-weather capacity to handle emergency vehicles.

A survey that shows sufficient topographic information adequate to demonstrate that the proposed subdivision will adequately drain and that any proposed development will not alter the natural flow of water to adjoining properties.



All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

After an application is approved, the developer must:

- _____ File a plat of the proposed subdivision in compliance with these regulations.
- _____ Meet with the Precinct Commissioner to review all materials used in constructing roads in the subdivision.
- _____ Ensure that the work described in the plat application is completed in a good and workmanlike manner, in accordance with these regulations, the plat application, and any conditions of the order approving the application.
- _____ Advise the Precinct Commissioner of the status of construction prior to expiration of any construction deadline.
- _____ All fees due to the County for an approved application must be paid to the County Clerk no later than ten (10) days after the approval of the application.
- _____ Submit proof of any required financial security to the Precinct Commissioner no later than thirty (30) days after the approval of the application.