



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## ACA Reporting and Tracking Service (ARTS) 2026 ARTS Renewal Confirmation Program Agreement HEBP Member: (Pooled Group or ASO)

### Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2026 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2025 data was provided by county/district).*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees.*
- *Production of your county/district's 1095C forms, provided electronically\* in PDF format*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

\*optional: printed forms to employer or direct mail service to employees for additional fee(s)

### Program Requirements

- 1) Participants agree to provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP (ARTS Data File Guide attached):
  - Payroll data files must be provided for each payroll cycle and should be submitted at least once per calendar month.
  - Employee data files must be provided, at a minimum, once per quarter.
  - LOA data files may be provided if and when applicable.

**NOTE:** *It is critical that we receive the files in the proper format and the correct naming convention. Failure to do so may result in our inability to provide this service to your county or district.*

- 2) Group agrees to pay program fees as described in the 2026 ARTS Fee Schedule on page 2.

### Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2026 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than **March 31, 2026** in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 7, 2026, to avoid late fees, however, **we recommend that you continue sending your files after each payroll or at least monthly** to avoid getting backlogged.

Initials \_\_\_\_\_



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2026 Fee Schedule for Renewing Participant

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	<input type="checkbox"/>	Late fee for service election form (after 3/31/2026)	\$1,500	
3	<input type="checkbox"/>	Late fee for data submission (after 8/7/2026 and/or 1/8/2027)	\$3,000	If applicable, will be billed in 2027 after forms are produced
4	<input type="checkbox"/>	Optional Printed Forms** (group chooses to have TAC print forms and mail to group contact listed on page 3)	\$3 / form	If applicable, will be billed in 2027 after forms are produced
5	<input type="checkbox"/>	Optional Forms Distribution Postage (group chooses to have TAC mail printed forms directly to employees)	\$1.50 / form	If applicable, will be billed in 2027 after forms are produced
Total Amount Due:		\$ 0.00		
(if zero, enter 0.00)				

\*Per 1095C form

\*\* You are not required to provide printed forms. If you do not, the requirements for making forms available to your employees are:

- Provide a written notification to your full-time / benefits-eligible employees to let them know that printed forms will not be automatically provided to them.
- Provide a place on your County/District website where employees can request a copy of their 1095-C form.
- Upon receipt of a request, you have 30 days to respond and provide the requested form.

Note: Fees subject to change annually



# TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## ACA Reporting and Tracking Service (ARTS) Contact Designation Form

**Contracting Authority:** MONTAGUE COUNTY (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

**Name:** CHARLEY LANIER **Title:** COUNTY AUDITOR  
**Address:** P O BOX 56, MONTAGUE, TX 76251  
**Phone:** 940-894-2565 **Fax:** \_\_\_\_\_  
**Email:** auditor@co.montague.tx.us

**Primary Contact:** Main contact for data file and reporting matters pertaining to the ARTS program.

**Name:** JENNIFER FENOGLIO **Title:** TREASURER  
**Mailing Address:** PO BOX 186, MONTAGUE  
**Delivery Address (no PO Boxes):** 101 E FRANKLIN ST, COURTHOUSE 4TH FLOOR, MONTAGUE, TX  
**Phone:** 940-894-2161 **HIPAA Secured Fax#:** \_\_\_\_\_  
**Email:** J.FENOGLIO@CO.MONTAGUE.TX.US

Other Contact Emails for ARTS correspondence regarding data files, if any:  
L.DISHMAN@CO.MONTAGUE.TX.US

\_\_\_\_\_  
**Signature of County Judge or Contracting Authority**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Payroll Software provider:** TYLER  
**Software Version #:** INCODE X



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## Liability Contribution & Coverage Declarations - Proposal

Member: Montague County

Coverage Period: March 1, 2026 through March 1, 2027

This proposal Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Accident	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000			
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000	\$0	\$18,431	<input type="checkbox"/>
<i>Included Coverage</i>				
Personal Injury Protection	\$5,000	No deductible		
<b>AUTO LIABILITY CONTRIBUTION</b>			<b>\$18,431</b>	

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Select Coverage
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$1,000		
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$1,000	\$31,840	<input type="checkbox"/>
<b>AUTO PHYSICAL DAMAGE CONTRIBUTION</b>			<b>\$31,840</b>	

GENERAL LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Select Coverage
Bodily Injury Liability - Each Person	\$100,000	\$0	\$6,503	<input type="checkbox"/>
Bodily Injury Liability - Each Accident	\$300,000			
Property Damage Liability - Each Accident	\$100,000			
<b><i>Included Coverage</i></b>				
Personal and Advertising Injury Liability				
Per Person	\$100,000			
Per Offense / Aggregate	\$300,000			
Crisis Management	\$100,000	\$0		
Employee Benefits Liability	\$500,000	\$1,000		
Garage Keeper's Legal Liability	\$50,000	\$1,000		
<b><i>Optional Coverage</i></b>				
Unmanned Aircraft	Number of Unmanned Aircraft: 3	Per Endorsement	\$0	
<b>GENERAL LIABILITY CONTRIBUTION</b>				<b>\$6,503</b>

LAW ENFORCEMENT LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Law Enforcement Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$10,000	\$20,791	<input type="checkbox"/>
<b><i>Optional Coverage</i></b>					
Unmanned Aircraft	Number of Unmanned Aircraft: 3	08/20/2019	Per Endorsement	\$2,250	<input type="checkbox"/>
<b>Covered Law Enforcement Departments or Agency</b>					
Montague County Attorney's Office					
Montague County Constable's Offices					
Montague County Employees Of The District Attorney's Office					
Montague County Juvenile Probation Department					
Montague County Sheriff's Office					
<b>LAW ENFORCEMENT LIABILITY CONTRIBUTION</b>					<b>\$23,041</b>

PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE	Retroactive Date	Limits of Liability	Deductible Per Covered Event	Contribution	Select Coverage
Privacy or Security Event Liability and Expense	03/01/2026	\$1,000,000 Annual Aggregate	\$10,000	\$7,500	<input type="checkbox"/>
<b><i>Included Coverage</i></b>					
Business Interruption		\$250,000 / \$250,000			
Electronic Equipment and Data Recovery		\$250,000 / \$250,000			
eCrime		\$250,000 / \$250,000			
Extortion		\$25,000 / \$25,000			
<b><i>Split Retroactive Coverage Dates</i></b>					
Privacy or Security Event Liability and Expense	03/01/2025	\$500,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	03/01/2024	\$1,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	06/13/2018	\$2,000,000 Annual Aggregate			
Privacy or Security Event Liability and Expense	05/01/2015	\$1,000,000 Annual Aggregate			
<b>PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE CONTRIBUTION</b>					<b>\$7,500</b>

PUBLIC OFFICIALS LIABILITY	Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Select Coverage
Public Officials Liability	Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$5,000	\$13,269	<input type="checkbox"/>
<b>PUBLIC OFFICIALS LIABILITY CONTRIBUTION</b>					<b>\$13,269</b>
<b>TOTAL CONTRIBUTIONS</b>					<b>\$100,584</b>



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

## \* Required Fields

### 1. Resolution

WHEREAS,

**MONTAGUE COUNTY**

Participant Name\*

7 8 0 0 8

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. **JENNIFER FENOGLIO**

Name

9 4 0 8 9 4 2 1 6 1

Phone

*Jennoflio*

Signature

**TREASURER**

Title

J.FENOGLIO@CO.MONTAGUE.TX.US

Email

2. **CHARLEY LANIER**

Name

9 4 0 8 9 4 2 5 6 5

Phone

*Charles D Lanier*

Signature

**AUDITOR**

Title

AUDITOR@CO.MONTAGUE.TX.US

Email

3. **LEAH DISHMAN**

Name

9 4 0 8 9 4 2 1 6 1

Phone

*Leah Dishman*

Signature

**CHIEF DEPUTY TREASURER**

Title

L.DISHMAN@CO.MONTAGUE.TX.US

Email

1. Resolution (continued)

4.

Name	Title	
<input type="text"/>	<input type="text"/>	
Phone	Fax	Email
<input type="text"/>		

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

**JENNIFER FENOGLIO**

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

KEVIN BENTON	COUNTY JUDGE	
Name	Title	
<input type="text"/> 9   4   0   8   9   4   2   4   0   1	<input type="text"/>	<input type="text"/> CO.JUDGE@CO.MONTAGUE.TX.US
Phone	Fax	Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  0 | 9 | day of **FEBRUARY**,  2 | 0 | 2 | 6.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

**MONTAGUE COUNTY**

Name of Participant\*

**SIGNED**

Signature\*

**KEVIN BENTON**

Printed Name\*

**COUNTY JUDGE**

Title\*

**ATTEST**

Signature\*

**KIM JONES**

Printed Name\*

**COUNTY CLERK**

Title\*

2. Delivery Instructions

Please return this document to TexPool Participant Services:

Email: [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

Fax: 866-839-3291

TEX-REP

2 OF 2

## ORDER OF ELECTION

TO ALL THE REGISTERED VOTERS OF THE COUNTY OF MONTAGUE, TEXAS: **An election** is hereby ordered to be held on **March 3, 2026** in Montague County, Texas for the purpose of 2026 Joint Primary Election for Montague County.

Notice is hereby given that the vote centers listed below will be open from 7:00 a.m. to 7:00 p.m., **March 3, 2026** for voting in the 2026 Primary Election.

### Location of Election Day Vote Centers:

Montague County Annex Room  
11339 State Hwy 59N, Montague, TX 76251

Ringgold Fire Hall  
17832 N Hwy 81, Ringgold, TX 76261

Saint Jo Civic Center  
101 E. Boggess, Saint Jo, TX 76265

Valley View Baptist  
6159 FM 103, Spanish Fort, TX 76255

Bowie Senior Center  
501 Pelham St., Bowie, TX 76230

Tales 'N' Trails Museum  
1522 E. Hwy 82, Nocona, TX 76255

Nocona HJ Justin Building  
100 Clay St., Nocona, TX 76255

Bowie Public Library  
301 Walnut St., Bowie, TX 76230

Forestburg Community Center  
16617 FM 455, Forestburg, TX 76239

Sunset City Hall  
119 FM 1749, Sunset, TX 76270

### Early Voting by personal appearance will be conducted at the following Vote Centers:

Bowie Senior Center  
Nocona HJ Justin Building  
Saint Civic Center  
Montague County Annex

Monday, February 17, 2026 through Friday, February 27, 2026 (weekdays) 8 am – 5 pm

Montague County Annex will also have extended hours.

Saturday, February 21, 2026

7 am – 7 pm

Sunday, February 22, 2026

9 am – 3 pm

Monday, February 23, 2026 through Friday, February 27, 2026

7 am – 7 pm

### Applications for ballot by mail shall be mailed to:

Ginger Wall, Elections Administrator  
PO Box 158  
Montague, TX 76251

Applications for ballot by mail must be received no later than the close of business on **February 20, 2026**.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Kevin Benton, County Judge, Montague County, Texas

FEL-N FORT WORTH #2806  
 2700 NE LOOP 820  
 SUITE #500  
 FORT WORTH, TX 76137-1839  
 Phone: 682-610-5714  
 Fax: 999-999-9999

Deliver To:  
 From: Brandon Bartolowits  
 brandon.bartolowits@ferguson.com  
 Comments:

10:23:43 FEB 02 2026

Page 1 of 1

FERGUSON ENTERPRISES LLC #61

Price Quotation  
 Phone: 682-610-5714  
 Fax: 999-999-9999

Bid No: B063721  
 Bid Date: 02/02/26  
 Quoted By: BUB

Cust Phone: 817-540-1888  
 Terms: CASH ON DEMAND

Customer: CASHSALE PREFERRED PLUMBE  
 PLUMBING/MECHANICAL/HVAC  
 EULESS, TX 76040

Ship To: CASHSALE PREFERRED PLUMBE  
 PLUMBING/MECHANICAL/HVAC  
 EULESS, TX 76040

Cust PO#: MONTAGUE COUNTY

Job Name:

Item	Description	Quantity	Net Price	UM	Total
	426B-W-PBH-P-RD				8630.34
	1741ADA03MMA2PBHFHLRD				1866.67
			Net Total:		\$10497.01
			Tax:		\$903.13
			Freight:		\$0.00
			Delivery:		\$450.00
			Total:		\$11850.14
					\$10,947.01

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

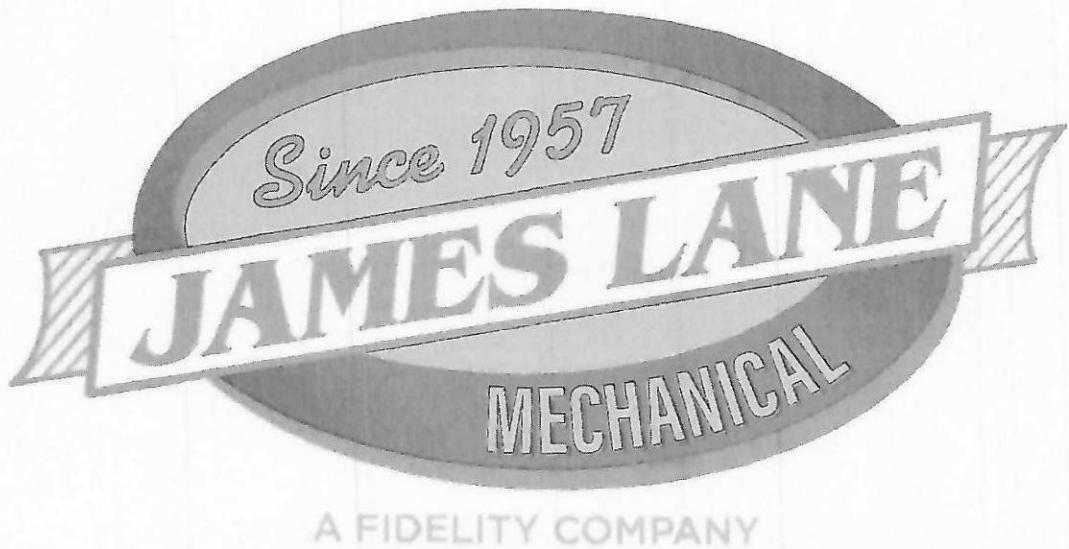
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=61&on=323161>



A FIDELITY COMPANY

## MONTAGUE CO SHERIFF'S OFFICE

### *Proposed Project Agreement*

**Date:**  
1/28/2026

**Proposal Number:**  
P37758

**Prepared for:**  
MONTAGUE CO SHERIFF'S OFFICE  
111 GRAND  
MONTAGUE, TX 76251

**Prepared by:**  
Chad La Belle  
940-766-0244



## PROJECT PROPOSAL

### Company

James Lane Mechanical  
5024 Jacksboro Highway  
Wichita Falls, TX 76302

Ph: 940-766-0244      Fax:

Proposal Date: 1/28/2026

Proposal Number: P37758

Agreement Number:

Contractor License: Regulated by: Texas State Board of  
Plumbing Examiners 929 E. St. Austin TX. 78765  
800.845.6584 & Texas Dept. of Licensing and Registration  
P.O. Box 12157, Austin TX 78711, 800.803.9202, Bradford  
Cooper RMP TACLA 123813C | M 16324 | SCRG 3413473  
| ACR 2851962 | ECR 2876161 | OK 211125/151952 | AC  
1785

### Bill To Identity

MONTAGUE CO SHERIFF'S OFFICE  
111 GRAND  
MONTAGUE, TX 76251  
Stacy Hudson

### Agreement Location

MONTAGUE CO SHERIFF'S OFFICE  
111 GRAND  
MONTAGUE, TX 76251  
Stacy Hudson

James Lane Air Conditioning & Plumbing, a Fidelity Building Services Group Company, is pleased to submit our proposal to  
OUR PROPOSED SCOPE OF WORK INCLUDES: EF-3 Exhaust Fan

- Remove 11 bad exhaust fans and replace with new exhaust fans
- Install curb adapters as needed
- Install new speed controllers on all 11 exhaust fans
- Connect to existing electrical, duct work and controls
- Test run and check for proper operation

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

YOUR INVESTMENT FOR THIS SCOPE OF WORK ..... \$20,004.39

(This Price Does Not Include Taxes)

This proposal is valid for a period of fifteen (15) days, and if not accepted within that time frame, it shall be automatically rescinded, and any replacement proposal may be subject to increased costs. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

### Contractor

Signature (Authorized Representative)  
Chad La Belle  
Name (Print/ Type)  
940-766-0244  
Phone  
1/28/2026      P37758  
Date      Proposal #

### Customer

Signature (Authorized Representative)  
Name (Print/ Type)  
Title  
Date      PO#



## Exclusions

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- All Engineering and drawings, to include Coordinated Drawings
- BIM coordination and clash detection of other trades
- Building Permits
- Davis Bacon Wage Act
- Bond
- Liquidated damages
- Overtime/night work or phasing of work
- Any repair work to existing systems or equipment
- Repairs or replacement parts for existing to remain or relocated equipment
- Expedited shipping unless noted in scope of work
- Any cost or delays associated with COVID-19
- Duct cleaning of existing and new
- Abatement
- Hazardous Material remediation
- Demolition is cut, cap, make safe only
- Dumpsters, palletizing, and disposal
- Fire protection
- Lighting controls
- Roofing- pitch pockets and equipment curbs
- Electrical disconnects & motor starters for HVAC equipment unless shown on the mechanical equipment schedule
- Installing or mounting VFD's
- Core drilling, saw cutting, and slab scanning
- GPR or X-Ray
- Supply and install smoke detectors
- Any fire/smoke dampers not shown on the drawings
- Cutting, patching, painting
- Architectural access panels
- IAQ Testing and Leeds
- Hiring 3rd party commissioning agent
- Leak test or pressure test ductwork
- Seal, insulate or repairs to existing ductwork
- 2lb density duct liner
- Security bars
- All lintels for HVAC & Plumbing openings
- Plumbing work of any kind unless noted in the scope of work
- Rigging, if required to install rooftop equipment
- Temporary heating and cooling units
- Temporary fans for positive and negative pressurization
- Kitchen equipment-including dishwashers, refrigerators, ice makers, coffee makers
- Water meters
- 120 volt and up power
- Any work not indicated in the project documents



## **Project Agreement Terms and Conditions**

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Throughout this Agreement:

MONTAGUE CO SHERIFF'S OFFICE shall be known as the Customer.

James Lane Mechanical shall be known as the Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Contractor and the Customer. In the event the Customer seeks to have the Contractor enter into a separate written contract for the scope of work of this Agreement (the "Work"): (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract, (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Contractor at the Contractor's current service rates.

All reasonable efforts shall be extended in performing the Work as requested by the Customer, but the Contractor shall not be liable for any losses, liquidated damages or consequential damages that arise out of delays, misuse by the Customer, or the Customer's agents or employees. The Customer acknowledges that, to the extent the Work requires the Contractor to order materials and/or equipment from its suppliers and vendors, any lead times communicated to the Customer or included in the Agreement are estimates only based upon information provided by such suppliers and vendors, and such estimates are outside the reasonable control of the Contractor. The Contractor agrees to use its reasonable efforts to obtain materials and equipment consistent with such estimated lead times; however, to the extent any deliveries occur beyond such estimated lead times, the Contractor: (1) will communicate such delays within three (3) days of when the Contractor discovers such delay; (2) shall be entitled to an extension of time to perform its Work; and (3) shall not be liable for any liquidated damages associated with such delays in delivery.

The Customer agrees to pay the Contractor the price set forth in the Agreement (the "Price"). The terms of payment for all invoices submitted by the Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection within fifteen (15) days of its receipt of such invoice, and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. The Price does not include any costs associated with using any invoicing software, portals or services required by the Customer or of any requirement by the Customer for the Contractor to procure additional insurance or higher limits of insurance than are typically carried by the Contractor. To the extent there are any costs incurred by the Contractor to comply with any such requirements, the Customer agrees to reimburse the Contractor for such additional costs. The Customer will be responsible for any price increases that the Contractor incurs as a result of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event the Contractor incurs any such tariff-related price increase, the Customer will issue a change order to the Contractor to adjust the contract price to reflect the tariff-related price increase.

The Customer further agrees to pay finance charges of 1% per month for invoices not paid within thirty (30) days of the Customer's receipt of such invoice. In the event that the Customer fails to pay the Contractor in accordance with the agreed payment terms: (1) the Contractor may, at its sole discretion, stop all work under this Agreement and any other Agreement between the Contractor and the Customer until such time as the Customer's account is brought current; and (2) the Customer agrees to reimburse the Contractor for any and all costs of collection of the outstanding balance, including but not limited to the Contractor's attorneys' fees, expert fees, court costs and any other legal expenses that the Contractor incurs, even if the costs of collection exceed the outstanding balance. The Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved



in a court of competent jurisdiction in the county in which the Contractor's home office is located and this Agreement shall be governed and interpreted by the laws of the state in which the Contractor's home office is located, exclusive of its conflict of laws principles. THE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE, AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.

The Contractor's liability hereunder shall not exceed the amount paid to the Contractor under this Agreement. In no event shall the Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Work, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. In the event the project for which the Work is being performed is covered by builder's risk insurance, the Contractor shall be named as an additional insured on such builder's risk policy, and within three (3) days of the execution of the Agreement, the Customer shall provide the Contractor with a certificate of insurance reflecting the Contractor's status as an additional insured of such policy. If, during the performance of the Agreement, the Work is damaged as a result of the acts or omissions of the Customer, of the Customer's other contractors and/or subcontractors, and/or any other third-parties, the Customer shall be responsible for reimbursing the Contractor for reasonable charges associated with the repair and/or replacement of the Work.

The Contractor agrees to warrant the labor and installation of materials, part and equipment used in connection with the Work for a period of one (1) year from substantial completion of the Work (the "Warranty Period"). Provided the Customer notifies the Contractor in writing so that it is received by the Contractor during the Warranty Period, the Contractor agrees to either repair or replace any defective installation performed by the Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Contractor. In the event the Customer requires the Contractor to enter into a separate written contract, and such document requires a longer warranty period than as stated herein, including but not limited to the point at which the Warranty Period commences, the Customer agrees that, to the extent the Contractor can obtain an extended warranty from the manufacturer(s) of the materials, part and equipment to comply with such longer warranty period, the Customer agrees to pay the Contractor for any additional charges associated with obtaining such extended warranty. Any warranty of the materials, parts and equipment installed by the Contractor shall be subject to the manufacturers' standard warranty terms, if any, and the Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Contractor. Further and notwithstanding the preceding sentence, the Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold. In the event the Customer requires the Contractor to enter into a separate written contract, and such document requires the Contractor to hold harmless, indemnify, and/or defend the Customer and/or third parties, any such requirement shall be limited to the extent of the Contractor's negligence, and the Contractor shall have no obligation to hold harmless, indemnify or defend the Customer and/or third parties for the negligence of the Customer and third parties.

The Customer and the Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing and cost of the services under the Agreement.

The Customer and the Contractor agree that: (1) the Customer and the Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Contractor's performance of the Work is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Contractor shall be entitled to adjustments to the schedule and/or the prices under the Agreement, provided the Contractor notifies the Customer within a reasonable period of time after the Contractor learns of the delay, suspension and/or effect.

## Appendix M

## REVISION TO PLAT

Subdivision Name:

## Silver Lakes Ranch Phase Seven

Lots or Tracts to be revised:

Lot 624R + Lot 637

Petitioner:

Noel Johns + Nancy Bankston - Johns

Petitioner's Mailing Address: 589 Horizon Ridge Ct. Sunset, TX 76270

Petitioner's Phone Number:

940-222-9595

Lienholder (if any):

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(If there is a Lienholder, attach an executed Lienholder's Acknowledgement, Appendix N)

IF A REVISED PLAT INCLUDES ANY CHANGES TO AN EXISTING UTILITY EASEMENT, RELEASE OF SAID EASEMENTS BY THE UTILITY PROVIDERS IS REQUIRED BEFORE APPROVAL OR FILING OF SAID PLAT.

The signature affixed below will certify that the owner of the described property does hereby request to revise the plat of the property. The owner certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement, if applicable.

Nancy Blankster Jones  
Petitioner

THE STATE OF TEXAS  
COUNTY OF MONTAGUE

BEFORE ME, the undersigned authority, on this day personally appeared Hansy Beaulieu John, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE -this the 16 day of

December  
2023



20  
CHERYL L. WALTERS  
My Notary ID # 129236352  
Expires December 17, 2028

OF OFFICE this the 16 day  
Ch. H. W. W. S.  
Notary Public, State of Texas

APPROVED BY THE COMMISSIONERS COURT ON THE \_\_\_\_\_ DAY OF  
, 20 .

## Replat Checklist

Name: Noel & Nancy Johns  
Subdivision: Silver Lakes Ranch, Phase 7  
Current Lot(s): Lots 626R & 637 Resulting Lot: 637R

Replat map showing current lots and resulting new lot ✓

Statement why replat is being sought ✓

Request posting on county website with commissioner's court approval date ✓ Date on court agenda 01-26-2026

1 mylar full sized plat copy for county ✓ *Need electronic copy*

4 additional full sized copies (1 for customer, 1 for county, 1 for MCTAD, 1 for Nortex RPC) ✓

Completed Appendix M - Revision to Plat ✓

Completed Appendix N from Lienholder - if applicable N/A

Tax certificate showing no tax owed ✓

Replat fee receipt from treasurer for \$300 ✓

Filing fee of \$85 (give to county clerk) ✓