



ELLIS COUNTY & DISTRICT ATTORNEY

PATRICK M. WILSON

ELLIS COUNTY COURTS BUILDING • 109 S. JACKSON • WAXAHACHIE, TX 75165 • (972) 825-5035 • FAX (972) 825-5047

September 10, 2014

Judge Carol Bush
Courthouse, 1st Floor
101 W. Main
Waxahachie, Texas 75165

Re: Salary Supplement Positions

Dear Judge Bush,

Please include on the consent agenda for the commissioners court meeting the following item:

Approval of salary supplements for the County Attorney's Office to be paid with funds received from the Texas Comptroller of Public Accounts for discretionary expenses for the 2014-2015 budget year.

| | |
|----------------------|------------|
| Sandy Fisher | \$5,818.00 |
| Stacey M. Auvenshine | \$3,987.00 |
| Darin Jackson | \$5,350.00 |
| Amy Lockhart | \$2,650.00 |

No Ellis County tax revenue is used to pay these supplements. Thank you.

Very truly yours,

Patrick M. Wilson

PMW/sf

enc

cc: Mike Navarro



ELLIS COUNTY & DISTRICT ATTORNEY

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September 10, 2014

Judge Carol Bush
Courthouse, 1st Floor
101 W. Main
Waxahachie, Texas 75165

Re: Salary Supplement Positions

Dear Judge Bush,

Please include on the consent agenda for the commissioners court meeting the following item:

Approval of salary supplements for the County Attorney's Office to be paid with funds received and transferred from the County & District Attorney Asset Forfeiture Funds to the County Attorney Salary line item for the following employees.

| | |
|-------------------|------------|
| Stacey Auvenshine | \$8,289.48 |
| Habon Mohamed | \$3,828.60 |
| Amy Lockhart | \$2,229.84 |

No Ellis County tax revenue is used to pay these supplements. Thank you.

Very truly yours,

Patrick M. Wilson

PMW/sf

enc

cc: Mike Navarro



ELLIS COUNTY & DISTRICT ATTORNEY

PATRICK M. WILSON

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September 10, 2014

Judge Carol Bush
Courthouse, 1st Floor
101 W. Main
Waxahachie, Tx. 75165

Re: Consent Agenda Item

Please add the following item to the consent agenda for the upcoming meeting of the Commissioners Court:

Approval of one (1) Temporary-Part time Clerk I within the Ellis County and District Attorney's Office for budget year 2014-2015 for the purpose of scanning cases and filing. This position will pay \$10.00 per hour for 24 hours per week and be funded from the line item as follows:

District Attorney - Check Processing - Salary 030-0930-50502-00000-000, in an amount of \$12,480.00 plus taxes.

No Ellis County tax revenue is used to pay these items. Thank you.

Very truly yours,

Patrick M. Wilson

PMW/sf

cc: Mike Navarro



ELLIS COUNTY & DISTRICT ATTORNEY

PATRICK M. WILSON

ELLIS COUNTY COURTS BUILDING • 109 S. JACKSON • WAXAHACHIE, TX 75165 • (972) 825-5035 • FAX (972) 825-5047

September 10, 2014

Judge Carol Bush
Courthouse, 1st Floor
101 W. Main
Waxahachie, Tx. 75165

Re: Consent Agenda Item

Please add the following item to the consent agenda for the upcoming meeting of the Commissioners Court:

“Approval of one (1) Temporary-Part time Clerk I within the Ellis County and District Attorney’s Office for budget year 2014-2015 for the purpose of assisting the Child Protective Services Attorney. This position will pay \$10.00 per hour for 30 hours per week and be funded from the line item as follows:

District Attorney - Check Processing - Salary 030-0930-50502-00000-000, in an amount of \$15,600.00 plus taxes.

No Ellis County tax revenue is used to pay these items. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick M. Wilson".

Patrick M. Wilson

PMW/sf

cc: Mike Navarro



ELLIS COUNTY & DISTRICT ATTORNEY

PATRICK M. WILSON

ELLIS COUNTY COURTS BUILDING • 109 S. JACKSON • WAXAHACHIE, TX 75165 • (972) 825-5035 • FAX (972) 825-5047

September 15, 2014

Dear Judge Bush,

The County & District Attorney requests consideration and approval of continuing the position for the budget year 2014-2015 of an Intermediate Clerk as receptionist. This was originally approved in the 2013-2014 budget on December 10, 2013 under the Administrative section, item number 3.6.

The total expense of this position will cost approximately \$26,784.00. We will pay for this employee from the District Attorney Drug Forfeiture funds. This position will not cost the County any tax funds. A transfer of funds will be made to the appropriate line item to cover the expense of this employee each month.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick M. Wilson", is written over a horizontal line.

Patrick M. Wilson

This budget amendment will correct Mike's mistake in the 2014/2015 budget. I did not calculate the part time personnel's salaries correctly. In the adopted budget, I based the part time person's increase on an annual increase of \$850 prorated based on the number of budget hours for their position as opposed to the proper \$950 prorated based on the number of budget hours for their position. This fixes that.

From:

| | |
|--------------------------|-----------|
| 001-0140-50811-00000-000 | \$ 826.00 |
| 019-0919-50882-00000-000 | \$ 59.00 |
| | \$ 885.00 |

To:

| | |
|--------------------------|-----------|
| 001-0010-50502-00000-000 | \$ 400.00 |
| 001-0010-50553-00000-000 | \$ 31.00 |
| 001-0010-50554-00000-000 | \$ 43.00 |
| 001-0050-50502-00000-000 | \$ 50.00 |
| 001-0050-50553-00000-000 | \$ 4.00 |
| 001-0050-50554-00000-000 | \$ 5.00 |
| 001-0070-50502-00000-000 | \$ 50.00 |
| 001-0070-50553-00000-000 | \$ 4.00 |
| 001-0070-50554-00000-000 | \$ 5.00 |
| 001-0310-50502-00000-000 | \$ 100.00 |
| 001-0310-50553-00000-000 | \$ 8.00 |
| 001-0310-50554-00000-000 | \$ 11.00 |
| 001-0320-50502-00000-000 | \$ 50.00 |
| 001-0320-50553-00000-000 | \$ 4.00 |
| 001-0320-50554-00000-000 | \$ 5.00 |
| 001-0530-50502-00000-000 | \$ 47.00 |
| 001-0530-50553-00000-000 | \$ 4.00 |
| 001-0530-50554-00000-000 | \$ 5.00 |
| 019-0919-50502-00000-000 | \$ 50.00 |
| 019-0919-50553-00000-000 | \$ 4.00 |
| 019-0919-50554-00000-000 | \$ 5.00 |
| | \$ 885.00 |

 9/16/14

Consent agenda
2014/2015
Budget Amendment

A RESOLUTION OF THE ELLIS COUNTY COMMISSIONERS' COURT ADDING A PLEDGE TO THE TEXAS FLAG

WHEREAS, Ellis County Commissioners Court pledges its allegiance to the United States of America; and

WHEREAS, Ellis County is a part of the State of Texas;

NOW, THERE, BE IT RESOLVED that the Ellis County Commissioners Court does resolve to include the Texas Pledge henceforth at all Ellis County Commissioner Court meetings.

Passed and adopted by the Ellis County Commissioners Court, in witness thereof, signed on the 22nd day of September, 2014.

Carol Bush, County Judge

Dennis Robinson
Commissioner Pct. 1

Paul D. Perry
Commissioner Pct. 3

Bill Dodson
Commissioner Pct. 2

Ron Brown
Commissioner Pct 4

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

FI

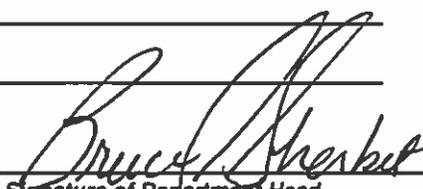
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|--------------------------|----------------|
| ✓ 001-0210-40719-00000-000 | Chapter 19 State Funding | \$ (48,372.40) |
| | | |
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| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|-------------------------|--------------|
| ✓ 001-0210-50800-00000-000 | Chapter 19 Expenditures | \$ 48,372.40 |
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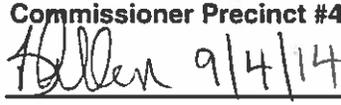

8-29-14
Elections
 Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

 9/4/14

Needs court approval

Received 9/4/14

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---|----------|
| ✓ 010-0653-40928-00000-000 | FM2 Auction Proceeds | \$378.33 |
| | Proceeds from Rene Bates Auction August 5, 2014 for Equipment sold. | |
| | <u>Description</u> <u>Sale Amt</u> <u>Commission</u> <u>Net</u> | |
| | Danuser Post \$409.00 \$30.68 \$378.33 | |
| | Hole Digger | |
| | <i>posted</i> | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------------------|----------|
| ✓ 010-0653-50802-00000-000 | FM2 Purchase of Equipment | \$378.33 |
| | <i>posted</i> | |


Signature of Department Head

8/27/2014
Date Signed

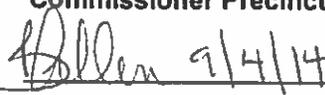
Ellis Co. Commissioner, Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:


Needs court approval

RECEIVED 9/4/14

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|-----------|
| 001-0020-50807 | GENERAL MISC. | \$ 500.00 |
| 001-0020-50807 | Pen Misc | 8.00 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------------------------|----------------|-----------|
| 001-0020-50707 ⁽⁵⁰⁷⁰⁷⁾ | BURGLAR ALARM | \$ 500.00 |
| 001-0020-50884 | Auto Insurance | 8.00 |
| | | |
| | | |
| | | |
| | | |

Keith Bohlen 9/4/14
 Signature of Department Head Date Signed

MAINTENANCE
 Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

Hallen 9/4/14
 Needs court approval

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

RECEIVED

SEP 08 2014
ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|----------------|---------|
| ✓ 001-0210-50848 | Holding Salary | 1038.32 |
| | | |
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TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|---------------|--------|
| ✓ 001-0210-50805 | Conference | 338.32 |
| ✓ 001-0210-50703 | Telephone | 700.00 |
| | | |
| | | |
| | | |

Bruce Sherbet
Signature of Department Head

9-5-14
Date Signed

Elections
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office: *Allen 9/8/14*

Needs court approval

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|-----------------------------|------------|
| 010-0653-50802-00000-000 | FM2 EQUIPMENT <i>posted</i> | \$7,000.00 |
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TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|----------------------------------|------------|
| 010-0653-50868-00000-000 | FM2 CONTRACT LABOR <i>posted</i> | \$7,000.00 |
| | | |
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| | | |
|---|--------------------|--|
|  | 9/9/14 | |
| <i>Signature of Department Head</i> | <i>Date Signed</i> | Ellis Co. Commissioner, Pct. 2 <i>Department</i> |

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office: *Billen 9/9/14*
Needs court approval

**ELLIS COUNTY BUDGET
2012/2013 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2012/2013 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|---------------|--------|
| ✓ 001-0611-50805 | Conference | 200.00 |
| ✓ 001-0611-50809 | Auto Repair | 800.00 |
| ✓ 001-0611-50805 | Conference | 555.29 |
| | | |
| | | |
| | | |

#755.29

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|--------------------|--------|
| ✓ 001-0611-50803 | Auto Gas/Oil Reimb | 200.00 |
| 001-0611-50801 | Supplies | 800.00 |
| 001-0611-50801 | Supplies | 555.29 |
| | | |
| | | |
| | | |

#1,355.29

R. P. [Signature]
Signature of Department Head

9/9/14
Date Signed

Constable Pct one
Department

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

APPROVED THIS _____ DAY OF _____, 2012/3013

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

Approved by County Auditor's Office:

[Signature] 9/15/14
Needs court approval

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

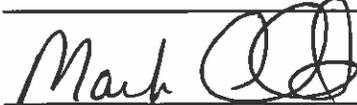
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|--------------------|--------|
| ✓ 001-0050-50873 | Maintenance/Repair | 650.00 |
| | | |
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TRANSFER TO:

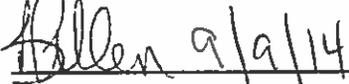
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|---------------|--------|
| ✓ 001-0050-50802 | Equipment | 350.00 |
| ✓ 001-0050-50801 | Supplies | 300.00 |
| | | |
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| | | |
|---|-------------|---|
|  | 9/9/14 |  |
| Signature of Department Head | Date/Signed | Department |

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:  9/9/14

Needs court approval

ELLIS COUNTY BUDGET
2013-2014 LINE ITEM ADJUSTMENT

2013-2014 LINE ITEM ADJUSTMENT

9/9/2014

I am requesting that the Ellis County Commissioners Court make necessary line item adjustments to my 2013-2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|-------------|
| 001-0360-50601-00000-000 | DA-TRAVEL | \$ 1,500.00 |
| 001-0360-50801-00000-000 | DA-SUPPLIES | \$ 500.00 |
| | | |
| | | |
| | | |
| TOTAL | | \$2,000.00 |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|-------------------|------------|
| 001-0360-50853-00000-000 | DA-LEGAL RESEARCH | \$2,000.00 |
| | | |
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| | |
|---|---|
|  TOTAL SIGNATURE OF DEPARTMENT HEAD | \$ 2,000.00 COUNTY & DISTRICT ATTORNEY DEPARTMENT |
|---|---|

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

APPROVED THIS _____ DAY OF _____, 2013-2014

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

Approved by Co. Auditor's office: Allen 9/12/14

Needs court approval

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|------------|
| 010-0653-50802-00000-000 | FM2 EQUIPMENT | \$1,000.00 |
| | | |
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| | | |

posted

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|--------------------|------------|
| 010-0653-50912-00000-000 | FM2 BRIDGE REPAIRS | \$1,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

posted

Bow
Signature of Department Head

9/12/2014
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

H. Allen 9/15/14
Needs court approval

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

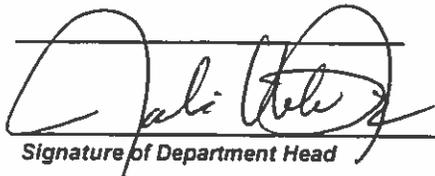
TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|----------------------------|-----------|
| ✓ 001-0520-50601 | Travel Reimbursement | \$ 470.00 |
| ✓ 001-0520-50602 | Staff Travel Reimbursement | \$ 250.00 |
| ✓ 001-0520-50805 | Conference | \$ 136.89 |
| ✓ 001-0520-50802 | Equipment | \$ 69.01 |
| | | |
| | | |

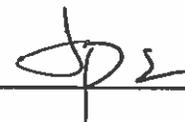
TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|-----------|
| 001-0520-50801 | Supplies | \$ 470.00 |
| 001-0520-50801 | Supplies | \$ 250.00 |
| 001-0520-50801 | Supplies | \$ 136.89 |
| 001-0520-50801 | Supplies | \$ 69.01 |

925.90


Signature of Department Head

9-15-14
Date Signed

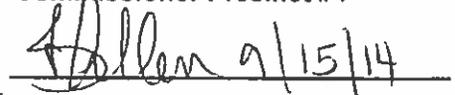

Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

 9/15/14

Sent to auditor - 9/15/14

Needs court approval

~~2006/2007~~ 2013-2014
2006/2007 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners Court make necessary line Item Adjustments to my 2006/2007 Budget as follows:

~~2006/2007~~ 2013-2014

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------------|------------------|--------------------------------|
| 0614-50305 | conference | \$ 900 ⁰⁰ |
| 0614-50306 | Bond/Dues | \$ 250 ⁰⁰ |
| 0614-50812 | Radio | \$ 100⁰⁰ |
| | | \$ OK per Mike Jones |
| | | \$ RR 9/2/14 |
| | | \$ |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-------------|---------------|---|
| 0614-50802 | Equipment | \$ 1552⁰⁰ 1152.00 |
| | | \$ OK per Mike Jones |
| | | \$ RR 9/2/14 |
| | | \$ |
| | | \$ |
| | | \$ |


SIGNATURE OF DEPARTMENT HEAD

Constable 4
DEPARTMENT

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

APPROVED THIS _____ DAY OF ~~2013~~ 2014

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

Approved by Co. Auditor's office:

 9/2/14 3:13 pm

Needs court approval

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

RECEIVED

SEP 17 2014

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

ELLIS COUNTY
AUDITOR

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------|----------------|---------|
| 5-001-038550805 | Conference | \$1375. |
| 5-001-038550807 | Visiting Judge | \$275. |
| 5-001-038550801 | Supplies | \$800. |
| 5-001-038550806 | Bonds | \$160. |
| 5-001-038550842 | Judge Conf. | \$700. |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|-----------------|---------------|----------|
| 5-001-038550819 | Computer | \$3,310. |
| | | |
| | | |
| | | |
| | | |
| | | |



Signature of Department Head

9-17-14
Date Signed

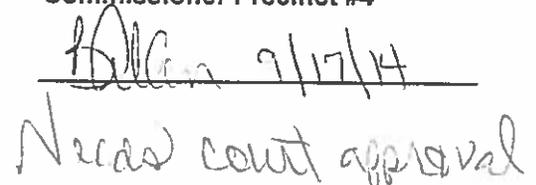
Ellis Co. Court at Law
Department No. 2

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:


Needs court approval

F14

ELLIS COUNTY BUDGET
2011/2012 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2011/2012 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|----------------------|------------|
| 001-0390-50806 | Official Bond/Dues | \$515.00 |
| 001-0390-50601 | Travel Reimbursement | \$1,500.00 |
| 001-0390-50805 | Conference | \$1,500.00 |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|--------------------|------------|
| 001-0390-50801 | Supplies | \$1,300.00 |
| 001-0390-50803 | Furniture/Fixtures | \$2,215.00 |
| | | |
| | | |
| | | |

Signature of Department Head

Date Signed

County Judge
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Needs Court approval

Approved by County Auditor's Office:

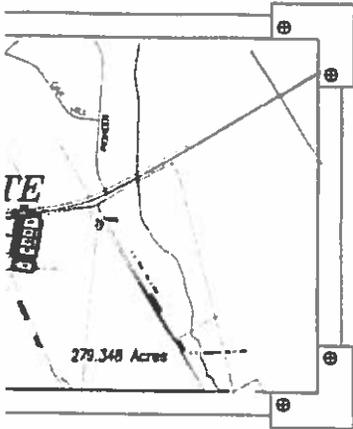
STATE OF TEXAS
COUNTY OF ELLIS KNOW ALL MEN BY THESE PRESENTS

That We, Jim Strawn et al, being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES
6.621 ACRES

BEING all that certain lot, tract or parcel of land in the S.B. Orton Survey, Abstract No. 813 in Ellis County, Texas, and being a portion of a 63.42 acres tract conveyed to Ronald Miskimon by deed recorded in Volume 2258 Page 2771 Official Public Records, Ellis County, Texas (CPREC), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set at the intersection of the south line of FM 1446 and the east line of Oak Vista Road (a county road) for the northeast corner of the aforesaid Miskimon tract, and being the same for this tract, and also being at the beginning of a curve to the left,
THENCE along the arc of said curve (R = 3879.72', LC = 11 84' 48" 44" E, 299.34') a distance of 299.42 feet (with the bearing back for this description from GPS observation Texas Co-Ordinate System, North Central Zone, with a beginning coordinate of Northing = 6815314.827, Easting = 2444120.216) along the north line of said Miskimon tract, and same for this tract, and along the south line of FM 1446 to a 1/2" steel rod set for the northeast corner of this tract;
THENCE extending said Miskimon tract South 02°31'30" East, 253.53 feet along an east line of this tract to a 1/2" steel rod set for an easterly corner of this tract,
THENCE South 02°55'40" East, 243.69 feet along an east line of this tract to a 1/2" steel rod set for a southeast corner of this tract,
THENCE South 02°35'02" West, 492.02 feet along an east line of this tract to a 1/2" steel rod set for an inset corner of this tract,
THENCE North 30°51'55" West, 305.01 feet along a north line of this tract to a 1/2" steel rod set for an interior corner of this tract,
THENCE South 02°40'42" West, 60.00 feet along an east line of this tract to a 1/2" steel rod set for an inset corner of this tract,
THENCE South 92°51'55" East, 304.85 feet along a north line of this tract to a 1/2" steel rod set for a northeast corner of this tract,
THENCE South 02°35'02" West, 172.00 feet along an east line of this tract to a 1/2" steel rod set for a southeast corner of this tract,
THENCE North 20°51'55" West, 335.01 feet along a south line of this tract to a 1/2" steel rod set in the northwest line of said Miskimon tract for the southwest corner of this tract, and also being in an east line of a cased 1.112 acres tract as described by deed and recorded in Volume 1447, Page 192 (CPREC),
THENCE North 09°35'02" East (Bearing = N 10°12'50" E) along the west line of said Miskimon tract and this tract, and along the centerline of said Oak Vista Road (right-of-way) and containing a total distance of 891.83 feet to the POINT OF BEGINNING and containing approximately 6.621 acres of land.



SCALE : 1" = 2000'

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That We, Jim Strawn et al, do hereby create this plat designating the hereinabove described property as a Final Plat of OAK VISTA ESTATES, PHASE 1, and do hereby dedicate to Ellis County, for public use, the streets and always shown hereon, and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of these easement strips, and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, maintaining, and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE _____ DAY OF _____, 2014

Jim Strawn

STATE OF TEXAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2014

GENERAL NOTES
1. ALL YEAR ROUND HOUSING
NO 100 YEAR FLOOD ZONE
2. PER FIRM MAP # 49130C3, F
3. ONE CIRCULAR
DATE 5/1/2014

THE SUBDIVISION IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY. THE SUBDIVISION IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY. THE SUBDIVISION IS TO BE USED FOR RESIDENTIAL PURPOSES ONLY.

4000 K...
Texas Regs...

FINAL PLAT OAK VISTA ESTATES PHASE 1

Being a 6.621 Acre Addition in
S.B. Orton Survey, Abst. 813
Extra Territorial Jurisdiction (ETJ)
of the City of Waxahachie
Ellis County, Texas

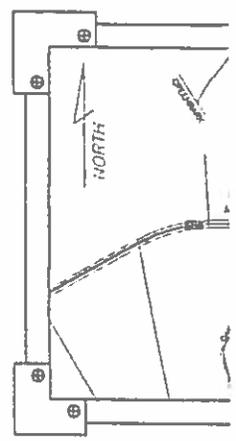
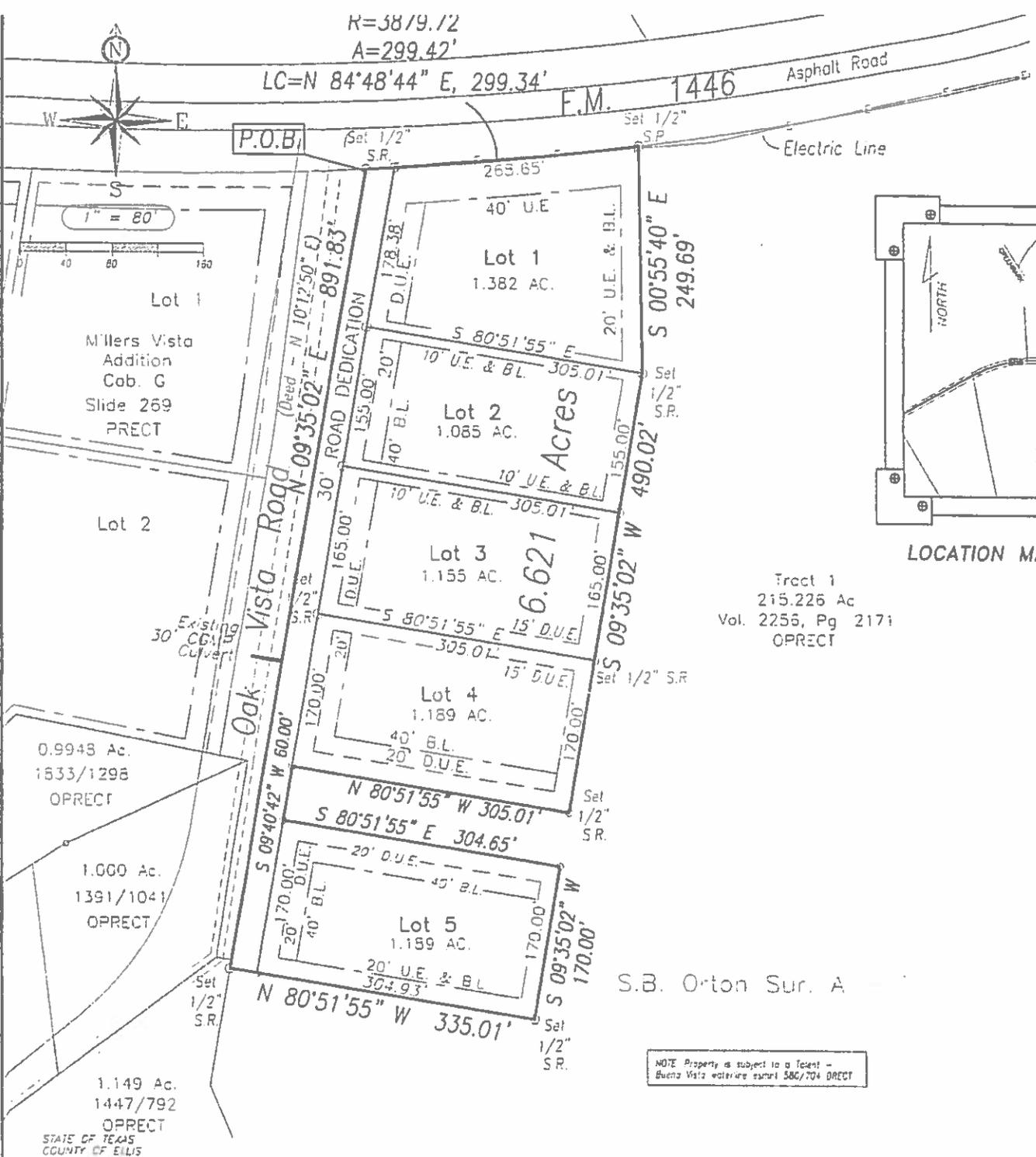
NOTE
ALL PERMITS AND
CORNER
STEE...
DRAWN BY THE...

Public in and for the State of Texas
Jaws, known to me to be the person
present and acknowledged to me
expressed and in the capacity

day of _____, 2014

ENGINEERS
D & M
SURVEYORS
DAVIS & McDILL, Inc.
P.O. Box 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307
(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

Drawn by: K. Bohanon Date August 11, 2014 Job no. 212-0383-FINAL-PLAT



LOCATION MA

Tract 1
215.226 Ac.
Vol. 2256, Pg 2171
O.P.R.E.C.T.

S.B. Orton Sur. A

NOTE: Property is subject to a Easement - Buena Vista water/sewer easmt 586/704 O.P.R.E.C.T.

Certificate of approval by the Commissioners Court of Ellis County, Texas:
Approved this date, the _____ day of _____ 2014.

County Judge, Carol Bush

Dennis Robinson
Commissioner Precinct # 1

Bill Docton
Commissioner Precinct # 2

Paul Perry
Commissioner Precinct # 3

Ron Brown
Commissioner Precinct # 4

This plot has been Preliminary/Final approved by the Department of Development for an on-site sewage facility system pending any and all information as may be required by the Ellis County Department of Development.

Public Works Director

Cuts

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

Owner & Devel
JIM STRAWN
Phone: 214-5

STATE OF TEXAS
Before me the undersigned authority, a 1 on this day personally appeared Walter K whose name is subscribed to the foregoing that he executed the same for the purposes stated

LEGEND
O - Property Corner Symbol
Fnd - Found
S.P. - Steel Rod
U.E. - Utility Easement
R.O.W. - Right of Way
P.O.B. - Point of Beginning
B.L. - Building Line
D.U.E. - Drainage & Utility Easmt

Give under my hand and seal this the _____ day of _____ 2014.

Notary Public in and for the State of Texas



Scale 1" = 120'

PRELIMINARY PLAT
LOT 2
PECAN TREE CORNER

1.2

Subdivision Data

- 1 Total Acreage 5.744 Acres
- 2 Total Lots 1
- 3 Minimum Lot Size 5.681 Acres
- 4 Average Lot Size 5.681 Acres
- 5 Water shall be provided by Nash-Farrastan Water Supply
- 6 Individual on-site sewage facility systems shall be used for sewage disposal
- 7 Building lines 40' front building line, 20' rear building line, 10' side lot line and any others as shown on plat
- 8 Easement lines 20' front, 20' rear and 10' side utility easement and any others as shown on plat
- 9 No building shall be constructed until the Final Plat is accepted and filed with Ellis County
- 10 Current Zoning DWA

FIELD NOTES
5.972 Acres

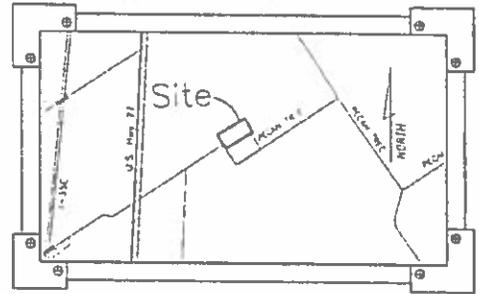
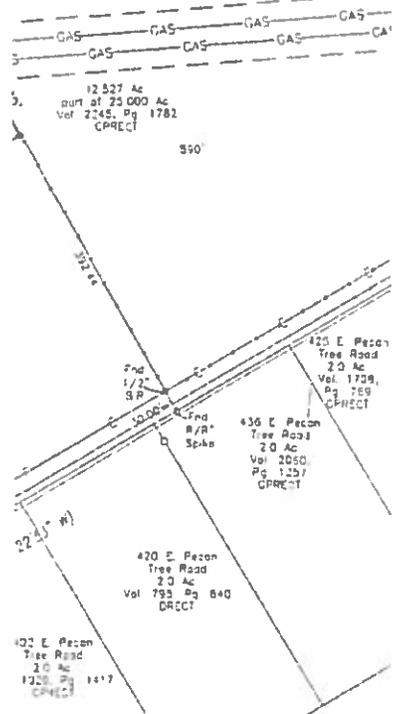
BEING all that certain lot, tract, or portion of land lying in the ELLIS COUNTY SCHOOL LAND SURVEY, Abstract No. 328, and being a part of a ceded 25.00 acre tract of land described in Volume 2245, Page 1782, Official Public Records, Ellis County, Texas, (CPRECT) and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found for the east corner of the tract and same for the said 25.00 acre tract and being the north corner of a ceded 0.985 acre tract of land described in Volume 922, Page 1038, CPRECT, and is also in the southeast line of a ceded 293.098 acre tract of land described in Volume 1168, Page 618, CPRECT and the bearing bears for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of Northing = 6794670.065, Easting = 2477082.119)

THENCE N 89°22'24" E, 710.07 feet (Deed - N 81°43'25" E, in East Pecan Tree Road (a county road) for the east corner of the tract and same for the said 25.00 acre tract and being a south corner of a ceded 231.368 acre tract of land described in Volume 2215, Page 2358, CPRECT, and also being a northwesterly corner of a ceded 10.0 acre tract of land described in Volume 1708, Page 7890, CPRECT;

THENCE into the said 25.00 acre tract and along northeast and southeast lines of the tract as follows: S 29°27'40" E, 346.90 feet to a 1/2" steel rod found for the east corner of the tract and being the north corner of Lot 1 of Pecan Tree Corner, a subdivision in Ellis County recorded in Cabinet 1, Side 104, Plat Records, Ellis County, Texas, (PRECT); and S 58°22'56" W, 728.60 feet all through the 25.00 acre tract and being the northwest line of Lot 1 to a rebarrod spike found in Pecan Tree Road and in the southwest line of the 25.00 acre tract for the south corner of the tract and being the west corner of Lot 1;

THENCE N 30°24'59" W, 150.38 feet (Deed - Same bearing) along and leaving Pecan Tree Road and along a southeast line of the 25.00 acre tract to a 1/2" steel rod found for a corner of the tract and same for the 25.00 acre tract and being the east corner of the 0.985 acre tract and N 29°42'34" W, 239.00 feet (Deed - Same bearing and distance) along a southeast line of the tract and same for the said 25.00 acre tract and along the northeast line of the 0.985 acre tract to the POINT OF BEGINNING and containing approximately 5.743 acres of land of which 0.071 acre is being dedicated for roadway purposes leaving a net acreage of 5.672 acres all told



LOCATION MAP SCALE : 1" = 2000'

PRELIMINARY PLAT
LOT 2
PECAN TREE CORNER
Being a 5.672 Acre Single Lot Addition in
the Ellis Co. School Land Survey, Abst. 328
Ellis County, Texas

NOTE:
No 100 year floodplain
per FEMA FIRM Map #
48156C0350 F
Zone X Unshaded

Handwritten signature



ENGINEERS
D & M DAVIS & McDILL, Inc.
SURVEYORS
P.O. Box 428, Waco, Texas 75168
Phone: Metro (972) 938-1185
(A Texas Licensed surveying firm # 101504-00, and a Texas licensed engineering firm # E-8439)

Drawn by: STAFF Date: 7/9/2014 Job no. 214-0334PP

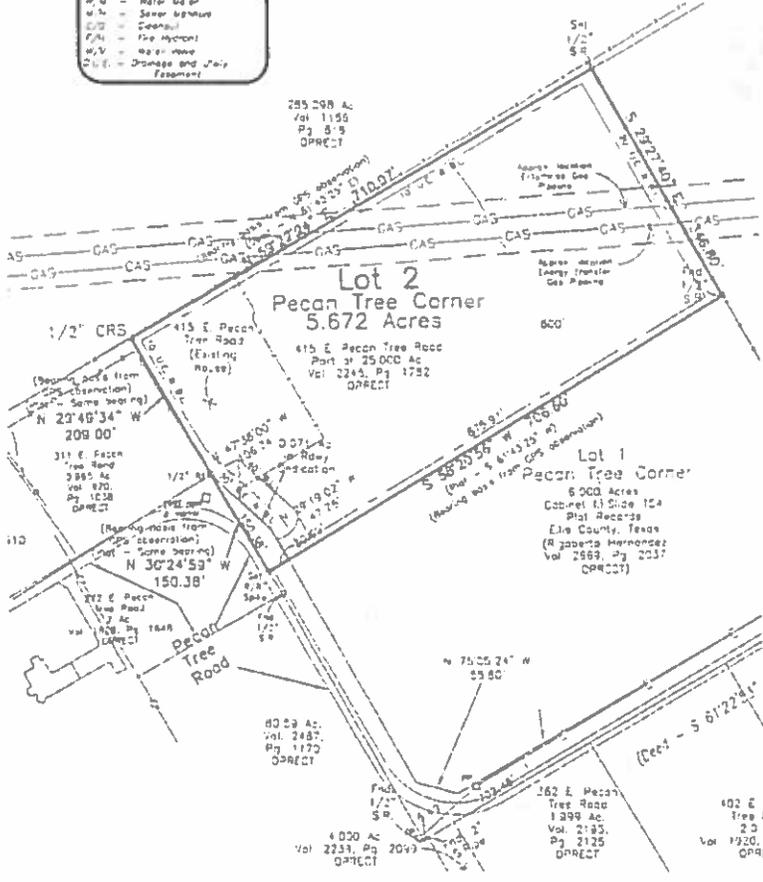
112

Center
 Edwards Grubbs
 415 E Pecan Tree Rd
 Woodhouse, Texas 75159
 Phone

| LEGEND | |
|--------|--------------------------|
| O | Property Corner Symbol |
| Flg | Flag |
| SR | Steel Rod |
| SR | Steel Rod |
| UL | Utility Equipment |
| UR | Utility Pole |
| RO | Right of Way |
| ROB | Point of Beginning |
| CL | Centerline |
| DR | Drainage Pipe |
| S | Soil Elevation |
| BL | Building Line |
| WL | Water Line |
| ML | Meter Man |
| SL | Septic Tank |
| DL | Drainage |
| FL | Fire Hydrant |
| WV | Water Valve |
| DLE | Drainage & Utility Eject |

NOTE:
 ALL PROPERTY AND LOT CORNERS
 ARE SET 1/2" STEEL RODS UNLESS
 OTHERWISE SPECIFIED ON THE PLAN

| LEGEND | |
|--------|--------------------------|
| O | Property Corner Symbol |
| Flg | Flag |
| SR | Steel Rod |
| SR | Steel Rod |
| UL | Utility Equipment |
| UR | Utility Pole |
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| ROB | Point of Beginning |
| CL | Centerline |
| DR | Drainage Pipe |
| S | Soil Elevation |
| BL | Building Line |
| DLE | Drainage & Utility Eject |



DRAINAGE NOTES

- BEFORE THE FLOW OF WATER OR CONSTRUCTIVE IMPROVEMENTS IN THE DRAINAGE FACILITIES AND PRIOR TO OBSTRUCTION OF THE FLOODWAYS PROCEEDS
- THE EXISTING COURSE OF DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THE ADJACENT AREAS SHALL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE ADJACENT OWNERS OF THE LOT ON WHICH THEY ARE TRAVELING BY AN AGREEMENT TO THE DRAINAGE COURSE ALONG OR ACROSS SAID LOTS
- THIS COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF FLOODS
- THIS COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS

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

| LEGEND | |
|--------|--------------------------|
| O | Property Corner Symbol |
| Flg | Flag |
| SR | Steel Rod |
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| UR | Utility Pole |
| RO | Right of Way |
| ROB | Point of Beginning |
| CL | Centerline |
| DR | Drainage Pipe |
| S | Soil Elevation |
| DLE | Drainage & Utility Eject |

This plan has been prepared/checked and approved by the Department of Development for an on-site sewage facility system serving one and all information as may be required by the Ellis County Department of Development.

Walt

NOTE:
ALL PROPERTY AND LOT CORNERS
ARE SET 1/2" STEEL RODS UNLESS
OTHERWISE SPECIFIED ON THE PLAT



Approved: [Signature]
CITY OF ELLIS
By: [Signature]
Approved: _____

STATE OF TEXAS,
COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of Ellis County, Texas
Approved this date, the _____ day of _____, 2014.

County Judge, Carol Bush

Dennis Robinson
Commissioner Precinct # 1

Bill Dodson
Commissioner Precinct # 2

Paul Perry
Commissioner Precinct # 3

Ron Brown
Commissioner Precinct # 4

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

This plat has been Preliminary/Final approved by the Department of Development for
an on-site sewage facility system pending any and all information as may be required
by the Ellis County Department of Development.



SURVEYOR'S DECLARATION

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

[Signature]
Water Keven Davis
Texas Registration No. 4466

STATE OF TEXAS.

Before me the undersigned authority, a Notary Public in and for the State of Texas, on
day personally appeared Water Keven Davis, known to me to be the person whose name
subscribed to the foregoing instrument and acknowledged to me that he executed the
for the purposes herein expressed and in the capacity stated.

Give under my hand and seal this the 7 day of July 2014

[Signature]
Notary Public in and for the
State of Texas

JAVIER H. MOORE
Notary Public
STATE OF TEXAS

LEON THOMPSON
4661 LA RINCONADA DR.
MIDLOTHIAN, TX 76065

DEPT. DEVELOPMENT
ELLIS COUNTY
2014 SEP 15 PM 12:01

972.723.6970 CELL: 469-285-4119

September 15, 2014

County Commissioner

Ellis County, Texas

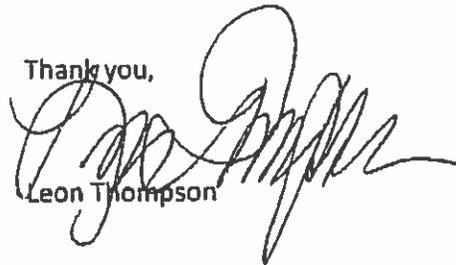
Re: La Rinconada – Phase Three

Dear Sirs:

I am requesting a variance to remove all easements and building lines along the west lot line of Lot 2-A, Block C and Lot 1-A, Block D for the above referenced subdivision in Ellis County, Texas.

Attached are letters from Sardis-Lone Elm Water Supply Corporation and HILCO Electric Cooperative, Inc. who have no objection to removing these easements and building lines.

Thank you,



Leon Thompson

EPT. DEVELOPMENT
ELLIS COUNTY

SARDIS-LONE ELM

WATER SUPPLY CORPORATION

2014 SEP 15 PM 12:51

September 2, 2014

Mr. Leon Thompson
4661 La Rinconada Drive
Midlothian, Texas 76065

Re: La Rinconada Phase III Easements

Dear Mr. Thompson,

Sardis-Lone Elm WSC has no objection to eliminating all easements and/or building lines along the west lot line of lots 2A, Block C and 2A, Block D for the above referenced subdivision in Ellis county, Texas.

Please contact me directly if you have any other questions concerning this matter.

Sincerely,



Paul Tischler, Gm
Sardis Lone Elm WSC



September 10, 2014

Mr. Leon Thompson
4661 La Rinconada Dr
Midlothian, TX 76065

Re: La Rinconada Phase III Easements

Dear Mr. Thompson,

HILCO Electric Cooperative has no objection to eliminating all easements and/or building lines along the west lot line of Lots 2A, Block C and Lots 2A, Block D for the above referenced subdivision in Ellis County, Texas.

Please contact me directly if you have any other questions concerning this matter.

Thank you,

A handwritten signature in black ink, appearing to read "Russell Shivers", is written over a horizontal line.

Russell Shivers

Manager of Economic Development
HILCO Electric Cooperative

P.O. Box 127
Itasca, Texas 76055-0127
254.687.2331 • Fax 254.687.2428

300 Silken Crossing, Suite A
Midlothian, Texas 76065
972.723.2900 • Fax 972.723.2911

4581 FM 933
Whitney, Texas 76692
254.694.5237 • Fax 254.694.4062

SERVICE AGREEMENT

Beginning Date: 10-1-2014

Ending Date: 9-30-2015

Bill To: Ellis county Jail

Ship To: _____

Waxahachie tx.

Same

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:
Three Thousand Six Hundred and zero cents DOLLARS \$ 3600.00

Payable in Quartley MONTHLY/QUARTERLY/ANNUAL installment(s) of:
Nine hundred dollars DOLLARS \$ 900.00

Such invoices are to be paid by CLIENT monthly. Only monthly invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended 2 additional year(s) at a 3 % increase per year.

State and local taxes will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for your treated systems and make recommendations for chemical feed, blow down, and other necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C with a restocking fee of 25%.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____

GARRATT-CALLAHAN COMPANY

BY: _____
(PRINTED NAME)

BY: Jeff Falkenbach
(PRINTED NAME)

(SIGNATURE/DATE)

(SIGNATURE/DATE)

TITLE: _____

TITLE: Technical Sales

Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within the 30 day period will be invoiced at the quoted figure provided delivery is accepted within 6 months of G-C's receipt of the order. When delivery is required by the client after the 6 month period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: the following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, a figure of approximately 6% should be added to their prices.

*When the customer requires special trucking such as ChemFeed delivery, chemical transfer, drum disposal, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Taxes

Quoted prices do not include any taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms

Terms are net 30 days and prices do not include any sales taxes. Customers with unpaid invoices after 90 days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Where feeding and control equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Warranty and Return

Materials sold are warranted to be free of defects in composition or workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Seller, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for any loss or damage arising from

the use of such materials, either direct or consequential. The exclusive remedy against the Seller shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer.

Unopened chemicals within their expiration date may be able to be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

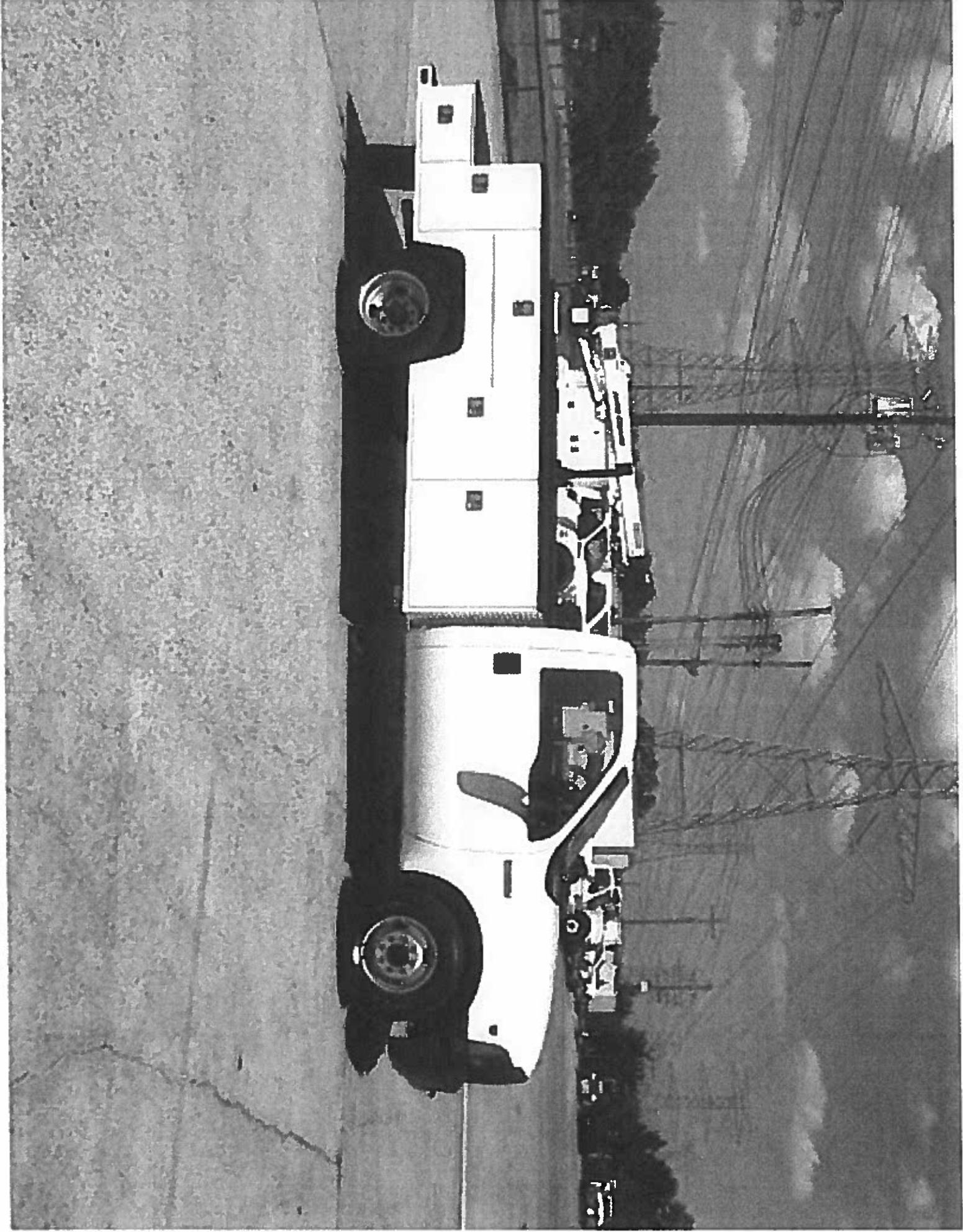
Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to G-C.

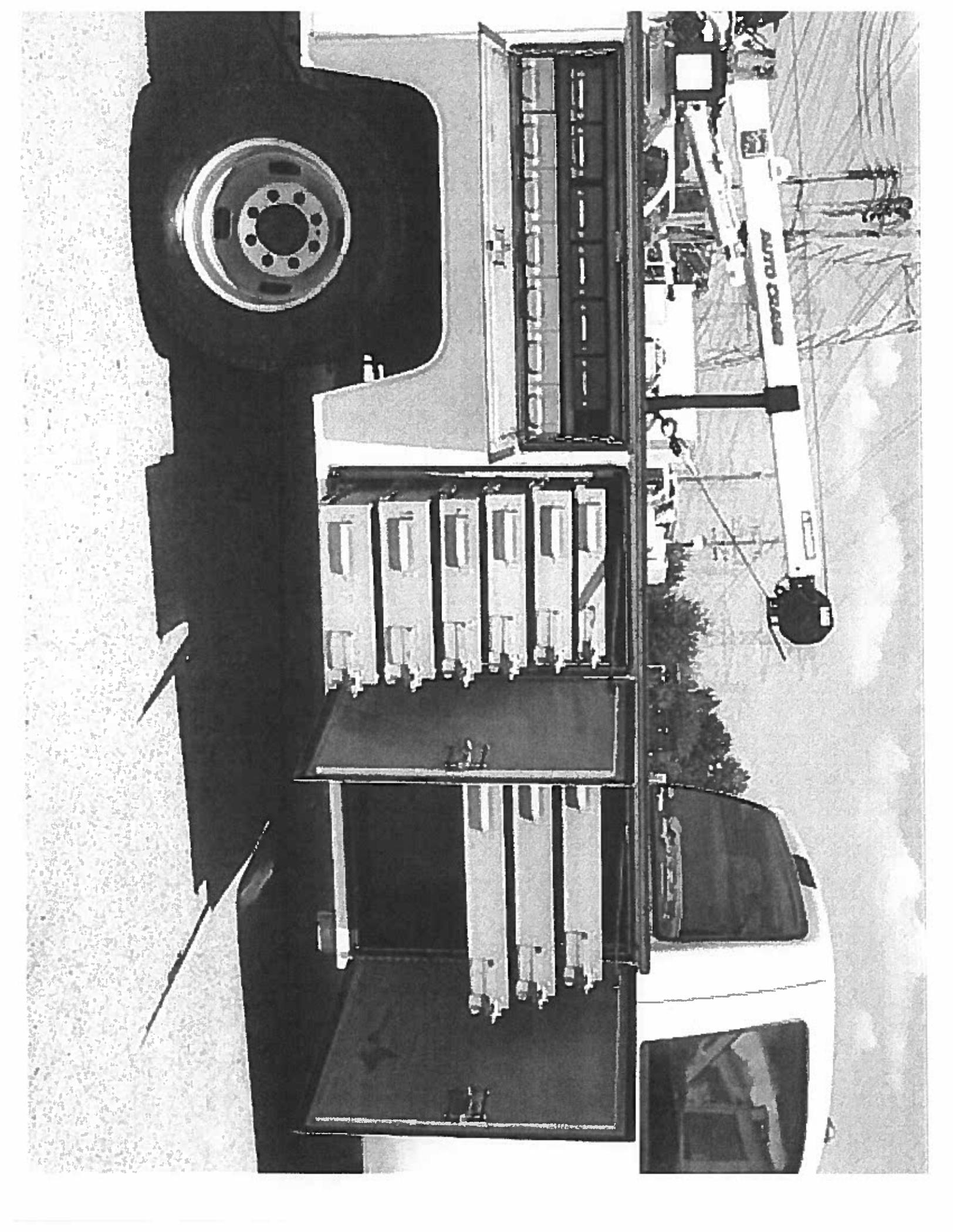
Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.





**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, the Ellis County Commissioners' Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 107 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of society; and

WHEREAS, its more than 535,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds, and truly represent a cross-section of the state; and

WHEREAS, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 32,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; and

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court hereby designates October 5-11, 2014 as National 4-H Week in Ellis County, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

In witness thereof, signed the twenty second day of September, 2014.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Bill Dodson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Ron Brown, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

September 6, 2014

TO: Commissioners Court

FROM: Bruce Sherbet 

SUBJECT: Request Approval for Purchasing Voting Booths

ISSUE

The cardboard makeshift voting booths used in Ellis County have been the official voting booth for voters since 2003. The voting booths consist of a cardboard three-sided shield that sits on a table that is provided by the polling place. The used three-sided cardboard shields were given to Ellis County by McLennan County in 2003. (Attachment 1)

The three sided cardboard shields are literally wearing out due to usage and age. Using this type of a makeshift voting booth is problematic in polling places because it requires polling places to have tables and chairs for the shields to sit on. Additional concerns include potential voter privacy issues, accessibility challenges, space constraints and voter flow issues.

It is recommended that Ellis County upgrade from the makeshift voting booths to a free standing style voting booth. I have located an election vendor (Election Works) that has an inventory of 240 refurbished Poll Star Voting Booths for sale. (Attachment 2) The voting booths regularly sell new for \$120 each but the refurbished ones are being offered to Ellis County for \$29.17 each, plus shipping. The purchase of 240 voting booths will accommodate approximately 8 voting booths per early voting location and 5 voting booths per election day polling place.

I have identified funding sources within my budget to purchase the 240 refurbished voting booths.

COST

240 refurbished Poll Star voting booths X \$29.17 is \$7,000.80 (plus shipping).

Funding for the purchase is available in Elections Line Item 001-0210-50848 Holding/Salary and Election Administration Fees.

SCHEDULE

Upon commissioners court approval, the purchasing processes for the refurbished voting booths should begin as soon as possible in order for the voting booths to be used in the November 4, 2014 General Election.

RECOMMENDATION

It is recommended that commissioners court approve the purchase of 240 refurbished Poll Star voting booths.

INSTRUCTIONS FOR CAPTION
OR SYMBOL, FROM DISCLOSURE

From the Bureau of Consumer Protection, U.S. Department of Justice, Office of Consumer Affairs, Washington, D.C. 20541

Section 1: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 2: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 3: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 4: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 5: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 6: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 7: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 8: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 9: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

Section 10: The purpose of this document is to provide information to consumers regarding the proper use of the information on this document.

**CORRECTLY
MARKED OVAL**



Attachment #1



Poll Star "Standard" Voting Booth

Price: \$120.00

The Poll Star booth is extremely easy to assemble, and can be placed into service in just minutes. Superior design and precision manufacturing offer you the following benefits; lightweight, minimal storage space requirements, attractive design, and low cost. Built to last with grey plastic table, aluminum legs, white corrugated plastic curtains, and black corrugated plastic storage container.

Product Specifications:

Product # 001-A

Overall Height: 60"

Writing Surface Height: 39.5"

Writing Surface Depth: 18"

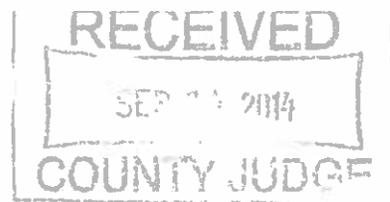
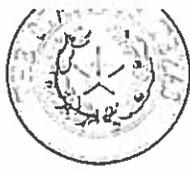
Storage Case Dimensions: 23" x 19.5" x 3"

Weight: 10 lbs.



1830 Wallace Ave., Suite 208 St. Charles, IL 60174 Phone: (630) 377-1973 Fax: (630) 377-9268
Toll Free: (888) 619-0500 E-mail: shed@electionworks.com www.electionworks.com

Attachment #2



TENTH COURT OF APPEALS

Chief Justice
Tom Gray

McLennan County Courthouse
501 Washington Avenue, Rm. 415
Waco, Texas 76701-1373

Clerk
Sharri Roessler

Justices
Rex D. Davis
Al Scoggins

Phone: (254) 757-5200 Fax: (254) 757-2822

September 3, 2014

Honorable Dewey Ratliff
Bosque County Judge &
Commissioners Court
P.O. Box 647
Meridian, Texas 76665-0647

Honorable E. Duane Peters
Brazos County Judge &
Commissioners Court
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

Honorable Mike Sutherland
Burleson County Judge &
Commissioners Court
100 W. Buck St., Room 306
Caldwell, Texas 77836-1764

Honorable John E. Firth
Coryell County Judge &
Commissioners Court
620 E. Main St., 1st Floor
Gatesville, Texas 76528-1334

Honorable Carol Bush
Ellis County Judge &
Commissioners Court
101 W. Main St., 1st Floor
Waxahachie, TX 75165

Honorable R. Steven Sharp
Falls County Judge &
Commissioners Court
P.O. Box 458
Marlin, Texas 76661-0458

Honorable Linda K. Grant
Freestone County Judge &
Commissioners Court
118 E. Commerce St., Room 205
Fairfield, Texas 75840

Honorable Justin W. Lewis
Hill County Judge &
Commissioners Court
P.O. Box 457
Hillsboro, Texas 76645-0457

Honorable Roger O. Harmon
Johnson County Judge &
Commissioners Court
2 N. Main St.
Cleburne, Texas 76033-5543

Honorable Byron M. Ryder
Leon County Judge &
Commissioners Court
P.O. Box 429
Centerville, Texas 75833-0429

Honorable Daniel L. Burkeen
Limestone County Judge &
Commissioners Court
200 W. State St., Suite 101
Grosbeck, Texas 76642

Honorable Arthur M. Henson
Madison County Judge &
Commissioners Court
101 W. Main St., Suite 110
Madisonville, Texas 77864-1990

Honorable Scott Felton
McLennan County Judge &
Commissioners Court
501 Washington Ave., Room 214
Waco, Texas 76701

Honorable H.M. Davenport, Jr.
Navarro County Judge &
Commissioners Court
300 W. 3rd Ave., Suite 102
Corsicana, Texas 75110

Honorable Jan A. Roe
Robertson County Judge &
Commissioners Court
P.O. Box 427
Franklin, Texas 77856-0427

Honorable Mike Ford
Somervell County Judge &
Commissioners Court
P.O. Box 851
Glen Rose, Texas 76043-0851

Honorable Robert D. Pierce
Walker County Judge &
Commissioners Court
1100 University Ave., Room 204
Huntsville, Texas 77340

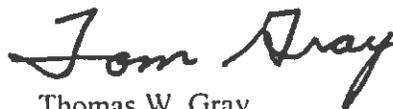
TO THE PARTIES LISTED ABOVE:

The justices on the Tenth Court of Appeals want to thank each of you for your support by providing funding for the judicial compensation supplements during the current fiscal year. One or more of us have seen or been able to visit with you or members of your Commissioners Court as we have continued to travel the district and know that most of you have finished or are currently working on your budgets for FYE 2015. While it is not possible for us to give you a precise number in advance of knowing the uncertainties associated with the pension actuarial and benefits portion, we now believe that \$1,935.00 is an appropriate amount to estimate for budgeting purposes for your full participation in the supplements. This is a small decrease from last year; a welcome surprise any time you are working on a budgeted expense.

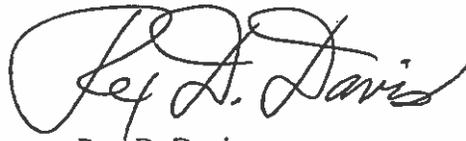
Although the State is on a different fiscal year than the counties, and all of the counties in our district are not even on the same fiscal year, these amounts would not be applicable until the beginning of your next year's budget. As in the past, it will be McLennan County that coordinates the details, receives the funds, and makes the actual disbursements. If any of you have any questions, we will be happy to try to answer them.

Again, we very much appreciate your participation in providing supplements to the judges on the Court of Appeals and your continued support of our Court. If we can be of service in any way, do not hesitate to contact us.

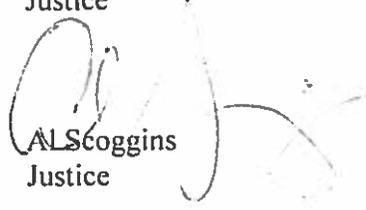
Very truly yours,



Thomas W. Gray
Chief Justice



Rex D. Davis
Justice



Al Scoggins
Justice

cc: Sharri Roessler, Clerk
Staci Stone, McLennan County Auditor's Office
Susan Ratliff, McLennan County Treasurer's Office

**AGREEMENT COOPERATION
BETWEEN
COUNTY OF ELLIS AND ENNIS GARDEN CLUB
(represented by Chairman of the Bluebonnet Trail Annual Event)
Pursuant to Local Govt. Code §319.003 (a) and 319.004**

WHEREAS, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

WHEREAS, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2014 - 15 as provided by Exhibit A and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2014 to September 30, 2015**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
 - 1. that prior to beginning said project, a WORK ORDER, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
 - 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and;

EXHIBIT A

WORK ORDER UNDER AGREEMENT COOPERATION BETWEEN COUNTY OF ELLIS AND

ENNIS GARDEN CLUB

(Represented by Chairman of the Bluebonnet Trail annual event)

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Bill Dodson
Ellis County Commissioner, Pct. 2

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

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____, 2014.

Signature: _____

Title: _____

On Behalf of: _____

**WORK ORDER UNDER AGREEMENT COOPERATION
 BETWEEN COUNTY OF ELLIS
 AND
 ENNIS GARDEN CLUB
 (Represented by Chairman of the Bluebonnet Trail annual event)**

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

Description of Project to be Undertaken: *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2015).*

Location of Project to be Undertaken: *Ellis County Precincts 1 & 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. –
 Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

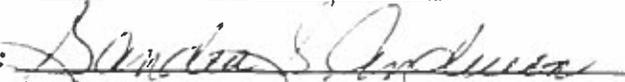
Requested by: _____

**Bill Dodson
 Ellis County Commissioner, Pct. 2**

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

*Carol Bush
 Ellis County Judge*

ACCEPTED AND AGREED TO this _____ day of _____, 2014.

Signature: 
 Sandra S. Anderson

Title: *Chairman of the 2015 Bluebonnet Trail
 (Ennis Garden Club)*

On Behalf of: *Ennis Garden Club (represented by
 Chairman of the Bluebonnet Trail Annual Event*

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Garrett goods and/or services.
- B. The City of Garrett (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2014 to September 30, 2015.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

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

EXECUTED in duplicate this the 14 day of July, 2014.

COUNTY OF ELLIS

 Carol Bush
 County Judge, Ellis County, Texas

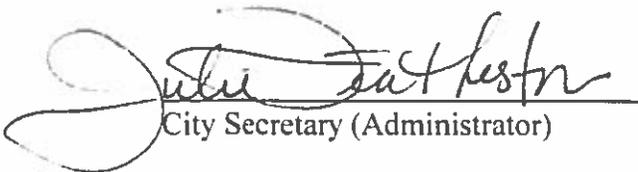
Attest:

 Ellis County Clerk

CITY OF GARRETT

 Signature
 Printed Name: Matt Newson
 Title: Mayor

Attest:


 City Secretary (Administrator)

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

**Signature of
Ellis Co. Commissioner, Pct. 2**

Department: Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2014/15.**

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 2014/15.

Signature: _____

Title: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2014 to September 30, 2015**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4 that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

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

EXECUTED in duplicate this the _____ day of _____, 2014.

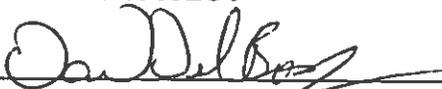
COUNTY OF ELLIS

 Carol Bush
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

AVALON INDEPENDENT
 SCHOOL DISTRICT


 Signature
 Printed Name: Dr. David Del Bosque
 Title: Superintendent

Attest:

 School Board President

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

**Signature of
Ellis Co. Commissioner, Pct. 2**

Department: Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2014/15.**

*Carol Bush
County Judge, Ellis County, Texas*

ACCEPTED AND AGREED TO this _____ day of _____, 2014/15.

Signature: _____

Title: _____

3112

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Ennis goods and/or services.
- B. The City of Ennis (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2014 to September 30, 2015.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2014/15.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 2014/15.

Signature: _____

Title: _____

3.1

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2014 to September 30, 2015**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4. that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

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

EXECUTED in duplicate this the ____ day of _____, 2014.

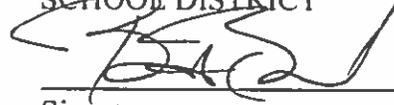
COUNTY OF ELLIS

 CAROL BUSH
 County Judge, Ellis County, Texas

Attest:

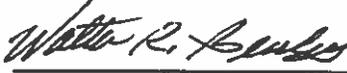
 Ellis County Clerk

ENNIS INDEPENDENT
 SCHOOL DISTRICT



 Signature
 Printed Name: Bramlet Beard
 Title: Board President

Attest:



 School Board Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

**Signature of
Ellis Co. Commissioner, Pct. 2**

Department: Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2014/15.**

*Carol Bush
County Judge, Ellis County, Texas*

ACCEPTED AND AGREED TO this ___ day of _____, 2014/15.

Signature: _____

Title: _____

3.14

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2014 to September 30, 2015.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2014.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF BARDWELL

J. B. Lowry Jr
Signature

Printed Name: J. B. Lowry Jr

Title: Mayor Pro Tem

Attest:

Ardenna Wood
City Secretary (Administrator)

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2014/15.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____, 2014/15.

Signature: _____

Title: _____

3.15

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2014 to September 30, 2015.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2014.

COUNTY OF ELLIS

 Carol Bush
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF ALMA

Mark Stephens
 Signature
 Printed Name: MARK STEPHENS
 Title: Mayor

Attest:

Jupe Pecore
 City Secretary (Administrator)

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2014/15.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 2014/15.

Signature: _____

Title: _____

IN THE COMMISSIONERS COURT
OF
ELLIS COUNTY, TEXAS

**GENERAL ORDER REGARDING DISBURSEMENTS FROM
COUNTY ENERGY TRANSPORTATION REINVESTMENT ZONE INCREMENT FUND**

BE IT REMEMBERED, that on the ___ day of _____, 20___, this Commissioners Court created a County Energy Transportation Reinvestment Zone pursuant to §222.1071 of the Texas Transportation Code.

Prior to the distribution of any funds from the increment fund of the County Energy Transportation Reinvestment Zone, the Commissioners Court of Ellis County, Texas, makes the following findings:

- (1) Funds available within said increment fund will be distributed and will be utilized for transportation infrastructure projects located throughout the political boundaries of Ellis County, Texas, and
- (2) The support and funding of transportation infrastructure projects is a general governmental function delegated to the Commissioners Court of Ellis County, Texas and authorized by the Texas Constitution and statutes.
- (3) All disbursements from such fund shall be specifically authorized by separate order in conformity with these general provisions.

Dated:

County Judge, Ellis County, Texas

Commissioner Dennis Robinson, Precinct 1

Commissioner Bill Dodson, Precinct 2

Commissioner Paul Perry, Precinct 3

Commissioner Ron Brown, Precinct 4

Attest: _____
County Clerk, Ellis County, Texas

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **ELLIS COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs within the first 5 years of eligibility are based upon funding by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC") and cost-sharing commensurate with their region's applicable inclusion in the program.

Pursuant to continued funding, the TIDC is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion - 100% funded by TIDC, Year 2 of Region's inclusion - 100% funded by TIDC, Year 3 of Region's inclusion - 80% funded by TIDC, Year 4 of Region's inclusion - 60% funded by TIDC, Year 5 of

Region's inclusion – 40% funded by TIDC, Year 6 of Region's inclusion – 0% funded by TIDC). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2012 through 2017; however, the TIDC funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute as follows, during Year 1 of inclusion - 0%, Year 2 of inclusion – 30%, Year 3 of inclusion – 40%, Year 4 of inclusion – 60%, Year 5 of inclusion – 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000 per county). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of that county's region (50%) and the average number of capital murder cases filed between 1998 and 2008 as a percentage of the whole of that county's region (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The PD will develop a plan to share costs among the counties beyond the TIDC grant period; however, the PD's obligation to perform after the TIDC grant period is contingent upon receipt of continued county funding.

Interlocal Agreement shall become effective October 1, 2013, and continue through September 30, 2014. Thereafter, this agreement shall renew automatically each October 1st for successive one-year terms through September 30, 2017 unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the

Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Jack Stoffregen
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Carol Bush
County Judge
Ellis County
101 W. Main St.
Waxahachie, Texas 75165

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

SIGNED AND EXECUTED this _____ day of _____, 201__.

COUNTY OF LUBBOCK

COUNTY OF ELLIS

Honorable Thomas V. Head
County Judge

Honorable Carol Bush
County Judge

ATTEST:

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk

Ellis County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jack Stoffregen
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

| County | Region | 2008 Pop Est | % Total Pop | Yearly Avg | % Total | FY 2013 | FY 2014 | FY 2015 | FY 2016 | FY2017 | FY 2018 |
|-------------|--------|--------------|-------------|------------|----------|---------|----------|----------|----------|-----------|-----------|
| | | | | Cases | Cases | (0%) | (30%) | (40%) | (60%) | (80%) | (100%) |
| Anderson | 1st | 56,396 | 0.80355% | 2.1 | 1.75000% | \$0 | \$28,193 | \$37,590 | \$56,385 | \$75,180 | \$93,976 |
| Archer | 8th | 9,172 | 0.13069% | 0 | 0.00000% | \$0 | \$1,443 | \$1,924 | \$2,886 | \$3,848 | \$4,810 |
| Bowie | 1st | 93,295 | 1.32931% | 2.3 | 1.91667% | \$0 | \$35,837 | \$47,783 | \$71,675 | \$95,566 | \$119,458 |
| Camp | 1st | 12,825 | 0.18274% | 0 | 0.00000% | \$0 | \$2,018 | \$2,690 | \$4,035 | \$5,380 | \$6,725 |
| Cass | 1st | 30,515 | 0.43479% | 0.4 | 0.33333% | \$0 | \$8,481 | \$11,307 | \$16,961 | \$22,615 | \$28,268 |
| Cherokee | 1st | 49,079 | 0.69930% | 1.1 | 0.91667% | \$0 | \$17,841 | \$23,788 | \$35,682 | \$47,576 | \$59,471 |
| Clay | 8th | 11,065 | 0.15766% | 0.2 | 0.25000% | \$0 | \$3,582 | \$4,776 | \$7,165 | \$9,553 | \$11,941 |
| Cooke | 8th | 40,176 | 0.57244% | 1.2 | 1.00000% | \$0 | \$17,361 | \$23,148 | \$34,721 | \$46,295 | \$57,869 |
| Delta | 1st | 5,383 | 0.07670% | 0.1 | 0.08333% | \$0 | \$1,767 | \$2,356 | \$3,534 | \$4,712 | \$5,889 |
| Eastland | 8th | 18,253 | 0.26008% | 0.1 | 0.08333% | \$0 | \$3,791 | \$5,055 | \$7,583 | \$10,110 | \$12,638 |
| Ellis | 1st | 144,391 | 2.05734% | 1.5 | 1.25000% | \$0 | \$36,515 | \$48,687 | \$73,030 | \$97,373 | \$121,716 |
| Erath | 8th | 35,581 | 0.50697% | 1.1 | 1.66667% | \$0 | \$15,794 | \$21,059 | \$31,589 | \$42,118 | \$52,648 |
| Fannin | 1st | 34,578 | 0.49268% | 0.5 | 0.41667% | \$0 | \$10,040 | \$13,386 | \$20,079 | \$26,773 | \$33,466 |
| Franklin | 1st | 10,762 | 0.15334% | 0.7 | 0.66667% | \$0 | \$8,139 | \$10,852 | \$16,277 | \$21,703 | \$27,129 |
| Grayson | 1st | 118,713 | 1.69147% | 1.6 | 1.33333% | \$0 | \$33,396 | \$44,527 | \$66,791 | \$89,055 | \$111,318 |
| Gregg | 1st | 118,341 | 1.68617% | 2.8 | 2.33333% | \$0 | \$44,378 | \$59,170 | \$88,755 | \$118,340 | \$147,925 |
| Harrison | 1st | 64,285 | 0.91596% | 3.4 | 2.83333% | \$0 | \$41,394 | \$55,192 | \$82,789 | \$110,385 | \$137,981 |
| Henderson | 1st | 79,091 | 1.12692% | 0.7 | 0.58333% | \$0 | \$18,882 | \$25,176 | \$37,764 | \$50,352 | \$62,941 |
| Hood | 8th | 50,812 | 0.72399% | 0.2 | 0.16667% | \$0 | \$9,833 | \$13,111 | \$19,667 | \$26,222 | \$32,778 |
| Hopkins | 1st | 34,111 | 0.48603% | 0.4 | 0.33333% | \$0 | \$9,046 | \$12,062 | \$18,092 | \$24,123 | \$30,154 |
| Houston | 1st | 23,558 | 0.33566% | 0.1 | 0.66667% | \$0 | \$4,631 | \$6,175 | \$9,263 | \$12,350 | \$15,438 |
| Hunt | 1st | 84,035 | 1.19737% | 2.1 | 1.75000% | \$0 | \$32,541 | \$43,387 | \$65,081 | \$86,775 | \$108,469 |
| Jack | 8th | 8,837 | 0.12591% | 0 | 0.00000% | \$0 | \$1,390 | \$1,854 | \$2,780 | \$3,707 | \$4,634 |
| Johnson | 8th | 156,088 | 2.22401% | 0.7 | 0.58333% | \$0 | \$30,995 | \$41,326 | \$61,989 | \$82,652 | \$103,315 |
| Kaufman | 1st | 97,872 | 1.39452% | 1.9 | 1.58333% | \$0 | \$32,877 | \$43,836 | \$65,754 | \$87,672 | \$109,591 |
| Lamar | 1st | 49,859 | 0.71041% | 1.5 | 1.25000% | \$0 | \$21,644 | \$28,859 | \$43,288 | \$57,717 | \$72,147 |
| Marion | 1st | 10,621 | 0.15133% | 0.3 | 0.25000% | \$0 | \$4,431 | \$5,908 | \$8,862 | \$11,816 | \$14,770 |
| Montague | 8th | 19,802 | 0.28215% | 0.3 | 0.25189% | \$0 | \$5,896 | \$7,861 | \$11,792 | \$15,723 | \$19,654 |
| Morris | 1st | 13,168 | 0.18762% | 0.2 | 0.16667% | \$0 | \$3,912 | \$5,215 | \$7,823 | \$10,431 | \$13,039 |
| Nacogdoches | 1st | 62,671 | 0.89296% | 1.6 | 1.33333% | \$0 | \$24,580 | \$32,773 | \$49,159 | \$65,545 | \$81,932 |
| Palo Pinto | 8th | 27,960 | 0.39839% | 1.7 | 1.41667% | \$0 | \$20,039 | \$26,719 | \$40,078 | \$53,438 | \$66,797 |
| Panola | 1st | 23,375 | 0.33306% | 0.6 | 0.50000% | \$0 | \$9,197 | \$12,263 | \$18,395 | \$24,526 | \$30,658 |

| | | | | | | | | | | | |
|-----------|-----|---------|----------|-----|----------|-----|----------|-----------|-----------|-----------|-----------|
| Parker | 8th | 110,167 | 1.56971% | 0.2 | 0.16667% | \$0 | \$19,171 | \$25,561 | \$38,341 | \$51,121 | \$63,902 |
| Rains | 1st | 10,707 | 0.15256% | 0.5 | 0.41667% | \$0 | \$6,285 | \$8,379 | \$12,569 | \$16,759 | \$20,949 |
| Red River | 1st | 13,678 | 0.19489% | 0.1 | 1.67500% | \$0 | \$3,075 | \$4,100 | \$6,150 | \$8,200 | \$10,249 |
| Rockwall | 1st | 73,787 | 1.05135% | 0 | 0.00000% | \$0 | \$11,607 | \$15,477 | \$23,215 | \$30,953 | \$38,692 |
| Rusk | 1st | 48,369 | 0.68918% | 2.1 | 1.75000% | \$0 | \$26,930 | \$35,907 | \$53,860 | \$71,813 | \$89,766 |
| Shelby | 1st | 25,715 | 0.36640% | 0.8 | 0.66667% | \$0 | \$11,406 | \$15,207 | \$22,811 | \$30,415 | \$38,019 |
| Smith | 1st | 198,775 | 2.83223% | 5.1 | 4.25000% | \$0 | \$78,192 | \$104,256 | \$156,384 | \$208,511 | \$260,639 |
| Somervell | 8th | 8,131 | 0.11585% | 0 | 0.00000% | \$0 | \$1,279 | \$1,705 | \$2,558 | \$3,411 | \$4,264 |
| Stephens | 8th | 9,754 | 0.13898% | 0 | 0.08375% | \$0 | \$1,534 | \$2,046 | \$3,069 | \$4,092 | \$5,115 |
| Titus | 1st | 30,531 | 0.43502% | 0.1 | 0.08333% | \$0 | \$5,723 | \$7,631 | \$11,446 | \$15,261 | \$19,076 |
| Upshur | 1st | 37,407 | 0.53299% | 0.7 | 0.58333% | \$0 | \$12,325 | \$16,433 | \$24,650 | \$32,866 | \$41,083 |
| Van Zandt | 1st | 52,409 | 0.74675% | 1.1 | 0.91667% | \$0 | \$18,365 | \$24,487 | \$36,730 | \$48,973 | \$61,217 |
| Wichita | 8th | 129,719 | 1.84829% | 1.9 | 1.58333% | \$0 | \$37,887 | \$50,516 | \$75,774 | \$101,032 | \$126,290 |
| Wise | 8th | 58,234 | 0.82974% | 0.2 | 0.16667% | \$0 | \$11,001 | \$14,668 | \$22,002 | \$29,336 | \$36,670 |
| Wood | 1st | 42,124 | 0.60020% | 0.6 | 0.50000% | \$0 | \$12,147 | \$16,196 | \$24,294 | \$32,392 | \$40,489 |
| Young | 8th | 18,341 | 0.26133% | 0.1 | 0.08333% | \$0 | \$3,805 | \$5,074 | \$7,611 | \$10,147 | \$12,684 |

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------|------------------------|---------|
| ✓ 001 - 0425 - 50809 | AUTO REPAIRS | 150.00 |
| ✓ 001 - 0425 - 50810 | AUTO TIRES | 400.00 |
| ✓ 001 - 0425 - 50873 | MAINT/RPS OFFICE EQUIP | 1250.00 |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------|-------------------|---------|
| { 001 - 0425 - 50835 | Safety / TRAINING | 150.00 |
| { 001 - 0425 - 50835 | Safety / TRAINING | 400.00 |
| { 001 - 0425 - 50835 | Safety / TRAINING | 1250.00 |
| | | |
| | | |

Gene Price
Signature of Department Head

09.16.14
Date Signed

0425 Human Services
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

Kellen 9/16/14

Needs court approval

3101

ELLIS COUNTY BUDGET
2012/2013 LINE ITEM ADJUSTMENT
2013/2014

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2012/2013 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------|------------|
| ✓ 001-0612-50808-00000-000 | Auto Gas/Oil | (8,000) |
| ✓ 001-0612-50809-00000-000 | Auto Repairs | (3,000) TN |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------|------------|
| ✓ 001-0612-50802-00000-000 | Equipment | + 8,000 |
| ✓ 001-0612-50819-00000-000 | Computers | + 3,000 TN |
| | | |
| | | |
| | | |

RECEIVED

AUG 25 2014

ELLIS COUNTY
AUDITOR


Signature of Department Head

8/22/14
Date Signed

Constable Per 2
Department

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

APPROVED THIS _____ DAY OF _____, 2012/2013

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

Hallen 8/25/14

Needs court approval

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------|-----------|
| ✓ 001-0010-50802-00000-00 | Equipment | 5,000.00 |
| ✓ 001-0010-50834-00000-000 | Crime Scene | 10,000.00 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|----------------|-----------|
| ✓ 001-0010-50808-00000-000 | Auto Gas & Oil | 15,000.00 |
| | | |
| | | |
| | | |
| | | |

Johnny D. Brown
 Signature of Department Head 9-9-14
 Date Signed

10/ Sheriff
 Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office: *Bollen 9/10/14*

Needs court approval

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| <u>ACCOUNT NO.</u> | <u>ACCOUNT TITLE</u> | <u>AMOUNT</u> |
|----------------------------|----------------------|---------------|
| ✓ 001-0015-50502-00000-000 | Jail Staff Salaries | 23,915.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| <u>ACCOUNT NO.</u> | <u>ACCOUNT TITLE</u> | <u>AMOUNT</u> |
|----------------------------|----------------------|---------------|
| ✓ 001-0015-50701-00000-000 | Utilities | 11,915.00 |
| ✓ 001-0015-50814-00000-000 | Feeding Prisoners | 12,000.00 |
| | | |
| | | |
| | | |
| | | |

Johnny D. Brown 9-9-14
 Signature of Department Head Date Signed

15 / Jail
 Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

Ellen 9/10/14

Needs court approval

**ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| <u>ACCOUNT NO.</u> | <u>ACCOUNT TITLE</u> | <u>AMOUNT</u> |
|--------------------------|----------------------|---------------|
| 001-0035-50868-00000-000 | CONTRACT SERVICES | 450 |
| 001-0035-50868-00000-000 | CONTRACT SERVICES | 1750 |
| 001-0035-50805-00000-000 | CONFERENCE | 2500 |
| 001-0035-50801-00000-000 | SUPPLIES | 5200 |
| | | |
| | | |

TRANSFER TO:

| <u>ACCOUNT NO.</u> | <u>ACCOUNT TITLE</u> | <u>AMOUNT</u> |
|--------------------------|----------------------|---------------|
| 001-0035-50703-00000-000 | TELEPHONE | 450 |
| 001-0035-50819-00000-000 | COMPUTER | 1750 |
| 001-0035-50819-00000-000 | COMPUTER | 2500 |
| 001-0035-50819-00000-000 | COMPUTER | 5200 |
| | | |
| | | |

#9,450

Terrell L. Campbell
Signature of Department Head

9/16/2014

Date Signed

Information Technology
Department

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

APPROVED THIS _____ DAY OF _____, 2013/2014

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

Approved by County Auditor's Office:

Bollen 9/16/14

Needs court approval