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# Ellis County Investment Policy

Reviewed 01/12/2015

## I. Investment authority and scope of policy

### A: General Statement

This policy serves to satisfy the statutory requirements of Government Code Chapter 2256 to define and adopt a formal investment policy. Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005 (E)

### B. Funds Included

This investment policy applies to all financial assets of all funds of Ellis County, Texas at the present time and any funds to be created in the future and any other funds held in custody by the Ellis County Treasurer.

### C: County's Investment Officer

In accordance with Government Code Chapter 2256.005 (f) and (g), Cheryl Chambers, Ellis County Treasurer, may invest County funds that are not immediately required to pay obligations of the County

## II. Investment objectives

### A. General Statement

Funds of the County will be invested in accordance with federal and state laws, this investment policy and applicable written administrative procedures. The County will invest according to investment strategies for each fund as they are hereby adopted as Exhibit B.

### B. Safety and Maintenance of Adequate Liquidity

Ellis County is concerned about the return of its principal; therefore, safety of principal is the primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability plan which provides for liquidity necessary to pay obligations as they become due. The Investment Officer shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon required independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the Commissioner's Court of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating. This language will not limit the

ability of the Investment Officer to liquidate the security at an earlier time if he or she feel it a prudent decision to do so.

### C. Diversification

It will be the policy of Ellis County to diversify its portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments.

### D. Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal laws governing investment of public funds.

### E. Maturity

The maximum allowable stated maturity of any individual investment owned by the County is two years. For pooled funds, the maximum average dollar-weighted maturity is 90 days.

### F. Quality and Capability of Investment Management

It is the County's policy to provide training required by Government Code 2256, and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions.

## III. Investment Types

The Ellis County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law.

**AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES.** (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

**AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES.** (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

Fully insured or collateralized certificates of deposit from any bank doing business in the State of Texas and under the terms of a written agreement with that bank, not to exceed one year to stated maturity, to include certificates of deposit purchased through the CDARS program with a Texas bank; FDIC insured brokered certificates of deposit securities from a bank in any US state, delivered versus payment to Ellis County's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on

[www.2fdic.gov/idasp/main\\_bankfind.asp](http://www.2fdic.gov/idasp/main_bankfind.asp) to assure that the bank is FDIC insured. The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by Ellis County based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places Ellis County above the FDIC insurance level.

**AUTHORIZED INVESTMENTS: MUTUAL FUNDS.** (a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with and regulated by the Securities and Exchange Commission;
  - (2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);
  - (3) has a dollar-weighted average stated maturity of 90 days or fewer;
- and
- (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with the Securities and Exchange Commission;
- (2) has an average weighted maturity of less than two years;
- (3) is invested exclusively in obligations approved by this subchapter;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

**AUTHORIZED INVESTMENTS: INVESTMENT POOLS.** (a) An entity may invest its funds and funds under its control through an eligible investment pool if the

governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the following information:
  - (A) the types and percentage breakdown of securities in which the pool is invested;
  - (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
  - (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
  - (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - (E) the size of the pool;
  - (F) the number of participants in the pool;
  - (G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

**RATING OF CERTAIN INVESTMENT POOLS.** A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

#### IV. Investment Responsibility and Control

#### A. Investment Institutions Defined

The Ellis County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository and Sub-Depository Bank contracts.

1. Depository Bank
2. Sub-Depository Bank(s)
3. Other state or national banks domiciled in Texas that are insured by FDIC or its successor
4. State or federal credit unions domiciled in Texas that are insured by FDIC or National Credit Union Share Insurance Fund or its successor

#### B. Qualifications for Broker/Dealers

A written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment. The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument in a form acceptable to the County and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the investment policy of the County; and
2. Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization. The County Investment Officer may not buy any securities from a person who has not delivered to the County an instrument in substantially the form provided above according to Government Code Section 2256.005 (I)

By adopting this investment policy, the Ellis County Commissioners Court is authorizing the use of the broker/dealers as listed in Exhibit C.

#### C. Standards of Operation

The County Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, consistent with this investment policy.

#### D. Methods to Monitor Market Price

At least two outside sources of pricing information shall be contacted prior to the purchase of securities using public funds. These sources may include but are not limited

to the following: competing broker/dealers, printed financial sections of periodicals, internet web sites., and Bloomberg Reports.

#### E. Delivery vs. Payment

It will be the policy of the County to settle all transactions, except investment pool funds and mutual funds, on a Delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received through the Federal Reserve Wire, the securities purchased.

#### F. Audit Control

The Ellis County Commissioner's Court will have an annual financial audit of all County funds by an independent auditing firm as well as an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with Government Code 2256.005 (M).

#### G. Standard of Care

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity and yield. In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the County's control, over which the Officer had responsibility, rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the County.

#### V. Investment Reporting

##### A. Quarterly Report

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. This report will be in compliance with Government Code 2256.023

#### VI. Investment Collateral and Safekeeping

The Ellis County Treasurer shall insure that all non-invested county funds are fully collateralized or insured by:

## Obligations of the U.S. or its agencies and instrumentalities

2. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the U.S., the underlying security for which is guaranteed by an agency or instrumentality of the U.S, and are not:
  - (a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's); or
  - (b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's); or
  - (c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; or
  - (d) collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in the market index (inverse floaters).
3. Other obligations the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the U.S. or their respective agencies and instrumentalities.

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank. All certificates of deposit, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution. All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

Exhibit B  
**INVESTMENT STRATEGY**

Reviewed 01/12/2015

All available non-cash funds of Ellis County are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives. This strategy is achieved by investing in instruments authorized by the County's investment policy.

Ellis County Pooled Cash Funds:

- General
- Road and Bridge
- Farm to Market
- Lateral Road
- County & District Court Tech
- Justice Court Technology
- DC Archives Records Mgt.
- Permanent Improvement
- Law Library
- Trust & Agency
- Records Management
- CC Archives Records Management
- Right of Way Available
- Environmental Funds
- Right of Way 2008
- Road District #1
- Road District #5
- Road District #16
- District Attorney Check Processing
- District Attorney Drug Forfeiture
- General Records Manage./Preserv.
- Courthouse Security
- Court Rec. Preservation 51.708
- Election Admin. Fees
- DWI Blood Draw
- Interest and Sinking
- Grant Pass Through
- Constable 1 Forfeiture

Other Funds of Ellis County:

- Adult Probation
- Juvenile Probation
- Jury
- Sheriff Federal Drug Forfeiture
- Adult Specialized Caseloads
- Sheriff Seizure
- Sheriff Drug Forfeiture
- District Attorney Drug Seizure
- Juvenile Community Corrections
- Constable #2 Seizure
- Constable #2 Forfeiture
- Constable #4 Forfeiture
- Constable #4 Seizure
- Law Enforcement Block Grant
- Levee Improvement District #2
- Levee Improvement District #3
- Levee Improvement District #4

Exhibit C

Authorized Brokers

Reviewed 01/12/2015

Chapter 2256 of the Texas Statutes provides for the investment of public funds. Section 2256.025 provides that the governing body of an investing entity or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

In compliance with Section 2256.025 of the Texas Statutes, the County Commissioners of Ellis County have adopted the following list of qualified brokers that are authorized to engage in investment transactions with Ellis County.

Name of Broker

Name of Brokerage Firm

Kyle Appling  
Timothy Pinon

Comerica Securities  
Wells Fargo Bank

Authorized Investment Pools

Lone Star Investment Pool  
Texpool  
TexSTAR  
TexasClass  
BlackRock Provident  
Funds Management Group  
TexasTerm

Adopted by the County Commissioners of Ellis County this 12th day of January 2015.



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To: Tax Assessor-Collector  
From: Tax Assessor-Collector Association of Texas  
Date: December 4, 2014  
Subject: Continuing Education Transcripts

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Enclosed you will find a copy of the following:

- Tax Assessor-Collector Continuing Education Transcript – This should be presented to your commissioners court as evidence of compliance with Texas Property Tax Code Section 6.231(d). If you have not completed your required 20 hours for 2014, please contact TACA Director of Education Ro'Vin Garrett for upcoming conferences and opportunities.

Also, you will find copies of the following transcripts for you and your staff who are paid members of TACA and are working toward the following designations:

- Professional County Collector (PCC) Initial Transcript – This shows the date a required class was taken and the classes still needed. Please remember there is not a time frame to complete and earn the designation.
- Professional County Collector (PCC) Maintenance Transcript – This shows classes completed toward the yearly maintenance of the PCC designation.
- County Tax Office Professional (CTOP) Initial Transcript – This shows the required classes for the CTOP designation and when classes were completed. The Texas Association of Counties has automatically enrolled anyone with a PCC designation in the CTOP program. If a transcript does not show any completed classes, don't worry, it just shows what is needed to complete the designation.

Please contact Ro'Vin Garrett at [roving@brazoria-county.com](mailto:roving@brazoria-county.com) or (979) 864-1838 with any questions.



**TAX ASSESSOR-COLLECTOR  
CONTINUING EDUCATION TRANSCRIPT  
Reporting Period: 1/1/2014 - 12/31/2014**

Honorable John W. Bridges  
Tax Assessor Collector  
Ellis County  
PO Box 188  
Waxahachie, TX 75168-0188

ID: 193884  
Phone: (972) 825-5150  
Fax: (972) 923-5158  
Enrollment Date: 01/01/2014

<u>Date</u>	<u>Course</u>	<u>Units</u>
02/13/2014	Date Processing & Delq Prmt - WEBINAR	1.00
02/20/2014	Bonded Titles - CENTRAL	2.00
02/20/2014	Mandatory Homestead - CENTRAL	2.00
03/24/2014	Texas School Assessors Conference - AUSTIN	9.50
05/15/2014	Ethics for County Tax Assessor-Collectors	2.50
05/15/2014	Regional Meeting - DFW	0.50
06/08/2014	TACA Annual Conference- Ft Worth	9.25
07/09/2014	Truth in Taxation	20.00
07/17/2014	FMLA: Family Medical Leave Act	2.00
07/18/2014	Regional Meeting- Session 1- Tyler	1.00
07/18/2014	Regional Meeting- Session 2- Tyler	2.00
08/01/2014	Customer Service- TAAD/TAAO - WACO	1.00
08/01/2014	Exemptions Refresher/Legal Update- TAAD/TAAO - WACO	2.25
08/21/2014	Regional Meeting- Hillsboro	4.00
10/29/2014	Intro to Property Tax Administration	20.00
10/31/2014	Intro to Property Tax Appraisal	20.00
11/17/2014	Texas Law Making	3.50
11/17/2014	VG Young School for County Tax Assessor-Collectors	7.50

**Total Hours for year: 110.00**

**You have met your continuing education requirements for the  
period 1/1/2014 - 12/31/2014.**

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.



# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/1/2014 - 12/31/2014

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You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6 231(d,) and must be filed for record with Commissioners Court.



*Tom Wharton - Ballantines Association  
of the  
State of Texas*

**John W. Bridges**

is hereby designated

**Professional County Collector**

Certificate of Professional Achievement

Presented this  
first day of January, 2014

*Bobby Biscamp*  
Bobby Biscamp, President

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

**NAME: Mark Arnold**  
**COUNTY: Ellis**

**TITLE: County Extension Agent – Agriculture**  
**MONTH: December 2014**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
12/2	Red Oak area-return-Homeowner consultation	21		
12/3	Waxahachie area-Farm Bill Program	22		
12/4	Waxahachie-Hillsboro-return- In-Service Training	64		
12/5	Waxahachie-Corsicana-return- 4-H Christmas Dance	107		
12/9	Waxahachie area-Master Gardener Meeting	10		
12/10	Waxahachie area-Ellis County Youth Expo Show Committee Meeting	6		
12/11	Waxahachie area-CEU Program Setup	7		
12/13	Waxahachie area-County Swine Validation	15		
12/16	Waxahachie-Bristol-return-Producer consultation	72		
12/17	Waxahachie-Palmer area-County Validation	41		
12/18	Waxahachie-Ferris area-County Validation	18		
12/22	Waxahachie-Waco-return-AI Committee Meeting	132		
		<b>515</b>		

Other expenses in field (list)

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

Date: January 2, 2015

Signed: \_\_\_\_\_

*Mark Arnold*

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 515

## Selected major activities since last report

December 2014

- 12/2 Homeowner consultation, Red Oak area, trees, shrubs, landscape water usage/conservation.
- 12/13 Farm Bill Training, 35 area producer, landowners in attendance.
- 12/4 Row Crops In-Service Training, Hillsboro
- 12/5 Assisted 4-H Agent, FCS Agent, 4-H members, leaders and parents as chaperone for joint Ellis/Navarro 4-h Dance.
- 12/9 Master Gardener Meeting/Training, 50 in attendance, Tree Care and Problem Diagnosis topics covered.
- 12/10 Ellis County Youth Expo Show Committee Meeting, 20 in attendance, final plans for 2015 event discussed and planned.
- 12/11 District 8 CEU Program, 18 total in attendance at Ellis County location, 8 CEU's offered.
- 12/12 County Swine Validation, assisted FFA advisor, show officials and 4-H swine project members as needed to validate market swine projects for spring 2015 show. Over 300 swine projects will be entered.
- 12/16 Landowners, pasture management consultation, Bristol area. Soil test, forage production and weed control topics were covered.
- 12/17 Assisted with County Swine Validation and verification in Palmer area.
- 12/18 Assisted with County Swine Validation and verification in Ferris area.
- 12/22 Attended Animal Industries Major Show classification guidelines- sub-committee meeting, Waco.

### Educational Programming

Programs	4
Participants	123

### Educational Contacts

Site Visits 4-H	10
Site Visits Ag	5
Telephone	83
MG/MN Telephone	44
Office Visits	54
E-Mails	1875
Newsletter/Letters	65
E-Gardening Newsletters	1282

### Media Outreach:

Website hits	89
News Releases	1
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

**Major plans for next month**

1/6 4-H Beef Project Workshop-Waxahachie  
1/7 Fort Worth Exhibitor Meeting-Waxahachie  
1/8 Crops PAC Meeting-Bardwell  
1/13 Annual Meeting-Waxahachie  
1/14 Ellis County Youth Expo Meeting-Waxahachie  
1/22-26 Fort Worth Heifer Show-Fort Worth  
1/28 Leadership Advisory Board Meeting-Waxahachie  
1/28-2/1 Fort Worth Sheep & Goat Show-Fort Worth  
1/30 Agent Performance Appraisal-Waxahachie  
1/31 Junior Master Gardener Teacher Training-Waxahachie

**Mark Arnold**

**Name**

**County Extension Agent - Agriculture**

**Title**

**Ellis**

**County**

**01/02/15**

**Date**

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

NAME: Rita Hodges

TITLE: County Extension Agent - Family &amp; Consumer Sciences

COUNTY: Ellis

MONTH: December 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
12/1	Waxahachie (Master Wellness Volunteers, Walk Across Texas, 4-H, Better Living for Texans, Waxahachie C.A.R.E.)	18		
12/2	Avalon, Waxahachie (Do Well Be Well With Diabetes Class, 4-H, Better Living for Texans, Senior Center)	69		
12/3	Midlothian, Waxahachie (Diabetes education, Courthouse, Senior Center, 4-H preparation, Better Living for Texans, Walk Across Texas)	71		
12/4	Avalon, Waxahachie (Diabetes education, 4-H preparation, Better Living for Texans, Master Wellness Volunteers)	79		
12/5	Corsicana, Waxahachie (Bi-county 4-H Dance, Better Living for Texans, Master Wellness Volunteers)	119		
12/8	Ennis, Waxahachie (Waxahachie C.A.R.E., Better Living for Texans, 4-H, Master Wellness Volunteers, Golden Circle, MyPlate program)	51		
12/9	Waxahachie (Master Wellness Volunteers, diabetes program preparation, District 4-H Food Show/Food Challenge preparation, Better Living for Texans, Diabetes Coalition)	45		
12/10	Belton (District 8 4-H Food Show/Food Challenge)	233		
12/11	Avalon, Waxahachie (4-H, Better Living for Texans, Do Well be Well With Diabetes, Master Wellness Volunteers)	90		
12/12	Waxahachie (4-H, diabetes education, Better Living for T4exans)	11		
12/15	Ennis, Waxahachie (Better Living for Texans program, 4-H, Master Wellness Volunteers Appreciation Luncheon, Diabetes education)	79		
12/16	Waxahachie (Master Wellness Volunteer meeting, 4-H, Better Living for Texans)	9		
12/17	Ferris, Ennis Waxahachie (4-H Family & Consumer Sciences preparation, Better Living for Texans program, Sr. Center)	105		
12/19	Waxahachie (Sr. Center, 4-H, Better Living for Texans, Master Wellness Volunteers)	17		
12/22	Waxahachie, Terrell (program planning, 4-H, Better Living for Texans)	131		

12/23	Waxahachie (4-H, Better Living for Texans)	8	
12/30	Waxahachie (4-H, Better Living for Texans, Master Wellness Volunteers)	10	
12/31	Waxahachie (4-H, Better Living for Texans, Senior Center)	15	
		1160	

Other expenses in field (list)

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

Date: January 5, 2015

Signed: *Rita M. Hodges*

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**  
**Miles traveled: 1160**

**Selected major activities since last report**

**December 2014**

- 12/2 Do Well, Be Well With Diabetes, Avalon ISD (8)
- 12/4 Do Well, Be Well With Diabetes, Avalon ISD (6)
- 12/4 Better Living for Texans, Waxahachie (8)
- 12/5 Ellis/Navarro Counties 4-H Christmas Dance/Party (100)
- 12/8 MyPlate, presentation for public at the Senior Center (21)
- 12/9 Diabetes Coalition Meeting; plans for 2015 (4)
- 12/10 District 8 Food Show/Food Challenge and Ag Product ID Contests, Belton
- 12/11 Do Well, Be Well With Diabetes, Avalon ISD (8)
- 12/15 Better Living for Texans Program, Ennis; Increasing Physical Activity (21)
- 12/16 Master Wellness Volunteers Appreciation Luncheon (13)
- 12/17 Better Living for Texans Program, Ferris; MyPlate (13)
- 12/18 Better Living for Texans Program, Waxahachie; Increasing Physical Activity (8)

**Educational Programming:**

Programs 10  
Participants 110

**Educational Contacts:**

Site Visits-FCS 9  
Telephone 109  
Office Visits 27  
E-mails 550  
Faxes 3  
Newsletters/Letters 589

**Media Outreach:**

News Releases 11  
Website 89  
Facebook 25

**Major plans for next month:**

- 1/5 4-H Council Meeting
- 1/9 Do Well, Be Well With Diabetes Training
- 1/12 4-H Information Meeting-Red Oak Club
- 1/13 Ellis County Annual Meeting
- 1/15 Consumer Decision Making Information Meeting
- 1/17 Martin Luther King Health Fair, Ennis
- 1/20 Better Living for Texans Committee Meeting
- 1/22 Better Living for Texans Program, Waxahachie
- 1/23 Better Living for Texans Training
- 1/28 LAB Committee Meeting
- 1/30 Ellis County 2014 Performance Appraisal

**Rita Hodges**

**Name**

**County Extension Agent - Family & Consumer Sciences**

**Title**

**Ellis**

**County**

**01/05/15**

**Date**



EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT  
December 2014

**Selected major activities since last report**

**Miles traveled: 1139**

- 12/1-Agent began in Ellis County
- 12/2-12/3-Agent traveled to TAE4-HA Winter Board meeting in Brownwood, Texas
- 12/4-Agent attended Silver Spurs 4-H meeting & Horse Judging practice
- 12/5-Agent carpoled and chaperoned Ellis/Navarro County Christmas Dance (40 kids from Ellis Co)
- 12/8-Agent attended District 8 Scholarship Workshop in Hill County
- 12/9-The agent went to Pottsboro to pick up a swine project for a 4-H member
- 12/9-Agent attended Ennis 4-H meeting.
- 12/10-Agent attended and assisted with the District 8 Food Show/Food Challenge/Ag Product ID contest
- 12/10-Agent attended the Ellis County Youth Expo Show Board meeting
- 12/12-Agent attended and presented a program at the All 4-Him Club meeting (26 participants)
- 12/13-The agent attended and assisted with county swine validation
- 12/15-The agent attended the Livestock 4-H Club meeting.
- 12/17-The agent checked county swine validation tags in Midlothian.
- 12/19-The agent checked county swine validation tags in Ennis/The agent attended a theater production by the Arts 4-His Honor 4-H Club in Maypearl.
- 12/29-1/4-The agent was on annual leave.

**Educational Contacts**

**Educational Programming:**

Programs ..... 1  
 Participants..... 26

**Educational Contacts:**

Site Visits 4-H..... 10  
 Telephone..... 51  
 Office Visits..... 27  
 E-mails..... 1029  
 Newsletters/letters..... 341  
 Faxes ..... 11

**Media Outreach:**

News Releases..... 1  
 TV/Radio..... 0  
 Website Hits..... 89  
 Social Media Contacts..... 3358 (Facebook, Twitter, & Instagram)

**Major plans for next month**

- 1/5-County Council/Adult Leaders
- 1/6-Arts 4-His Honor 4-H meeting/Spring Lake 4-H meeting/Ennis 4-H meeting/Hoof Trimming
- 1/7-Fort Worth Exhibitor meeting
- 1/12-Red Oak 4-H Information meeting/Palmer 4-H meeting
- 1/13-PDC/This N That 4-H Club meeting/Annual Meeting
- 1/14-ECYE Board meeting
- 1/15-Consumer Decision Making Info meeting
- 1/17-Goat Clinic
- 1/22-United Way Board meeting

- 1/28-Leadership Advisory Board meeting
- 1/16-2/6-Fort Worth Stock Show

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date: 01/05/2015

---

F1

ELLIS COUNTY BUDGET  
~~2012/2013~~-LINE ITEM ADJUSTMENT  
2014-2015

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2010/2011~~-Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
047-0947-40087-30302-000 047-0947-30302	Fund Balance	3,530.20

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
047-0947-50802-00000-000	Equipment	3,530.20

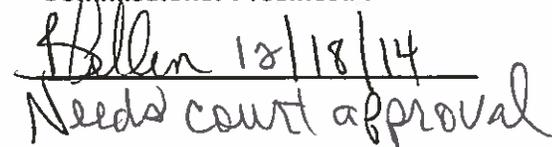
 17-Dec-14 10 / Sheriff  
 Signature of Department Head Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Approved by County Auditor's Office:  12/18/14  
 Needs court approval

F2

ELLIS COUNTY BUDGET  
2012/2013 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2010/2011 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
<del>047-0947-40087-30302-000</del>	Fund Balance	26,561.09
047-0947-30302-FA		

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
047-0947-50802-00000-000	Equipment	26,561.09

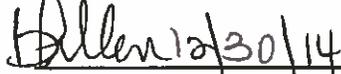
 23-Dec-14 10 / Sheriff  
 Signature of Department Head Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Approved by County Auditor's Office:  12/30/14  
 Needs Court approval

F3

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

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

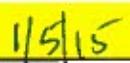
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-50833-00000-000	Extra Court Reporters	\$ 34,474.00
001-0140-50560-00000-000	Compensatory/Fringe/Staffing	\$ 25,000.00

This will fund a full time Court Reporter for the 378th Judicial District Court from the time period of January 12, 2015 to September 30, 2015.

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-50502-00000-000	Salary	\$ 46,417.00
001-0190-50553-00000-000	FICA/SS	\$ 3,551.00
001-0190-50554-00000-000	Retirement	\$ 5,106.00
001-0190-50550-00000-000	Insurance	\$ 4,400.00

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 \_\_\_\_\_, 2014/2015

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Approved by County Auditor's Office:



F4

ELLIS COUNTY BUDGET  
2012/2013 LINE ITEM ADJUSTMENT  
2014/2015

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

2014/2015

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-037050804	POSTAGE	\$1,000. <sup>00</sup>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-037050601	TRAVEL REIMBURSEMENT	\$500. <sup>00</sup>
✓ 001-037050805	Conference	\$500. <sup>00</sup>

*John W. Bridges*  
Signature of Department Head

1-2-15  
Date Signed

*Tom Office*  
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:

*Hellen 1/16/15*

*Needs court approval*

F5

ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-30302	Fund Balance	\$ 60,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50911	Gravel	\$ 60,000.00

RECEIVED

JAN 06 2015

ELLIS COUNTY  
AUDITOR

*Paul Perry*  
Signature of Department Head

1-5-2015  
Date Signed

Road & Bridge #3  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014/2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Approved by County Auditor's Office:

*Vonde Saurlach*  
needs court approval



Scale 1" = 50'

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

That We, Boniface O. Oballa and Ronald L. Session, being the owners of that certain tract of land hereinafter described as follows:

All that certain lot, tract or parcel of land being known as Lots 36, 37 and 38 in Block D of ROCK CREEK ESTATES, THIRD INSTALLMENT, an Addition in Ellis County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 157, Plat Records, Ellis County, Texas.

PROVAL:

The above and foregoing Replat/Amending Plat of LOTS 36R and 37R CREEK ESTATES, THIRD INSTALLMENT, in the Extra Territorial Jurisdiction it was approved this 29th day of October, 2014, by the City according to Chapter 212 of the Texas Local Government Code.

all be subject to all the requirements of the Development Code of the

and this 29th day of October, 2014.

*[Handwritten signature]*



NOTE: The purpose of this plat is to move a lot line and remove a lot line

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That We, Boniface O. Oballa and Ronald L. Session, do hereby adopt this plat designating the hereinabove described property as a Replat/Amending Plat of Lots 36R and Lot 37R, Block D of ROCK CREEK ESTATES, THIRD INSTALLMENT, (Being a replat of Lots 36, 37 and 38, Block D of ROCK CREEK ESTATES, THIRD INSTALLMENT) and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from upon said easements strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 21 DAY OF Oct. 2014.

*[Handwritten signature]*  
Boniface O. Oballa

*[Handwritten signature]*  
Ronald L. Session

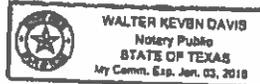
LEGEND	
O	Property Corner Symbol
Fnd.	Found
S.R.	Steel Road
S.P.	Steel Pipe
U.E.	Utility Easement
P/P	Utility Pole
R.O.W.	Right of Way
P.O.B.	Point of Beginning
C/L	Centerline
→	Drainage Flow
x	Spot Elevations
B.L.	Building Line
D.U.E.	Drainage & Utility Esmt

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Boniface O. Oballa, 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 21

DAY OF Oct. 2014.  
*[Handwritten signature]*  
Notary Public

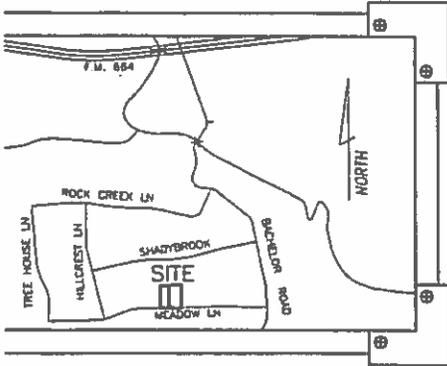
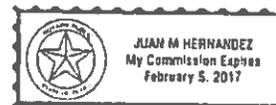


STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Ronald L. Session, 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 21

DAY OF NOVEMBER 2014.  
*[Handwritten signature]*  
Notary Public



N MAP SCALE : 1" = 2000'

of the ground, as on the

PLATTING NOTE:  
Property is in the E.T.J. of the City of Red Oak and may be subject to their platting rules and regulations.

NOTE:  
No 100 year floodplain per FEMA FIRM Map # 48139C0100F  
Zone: X Unshaded

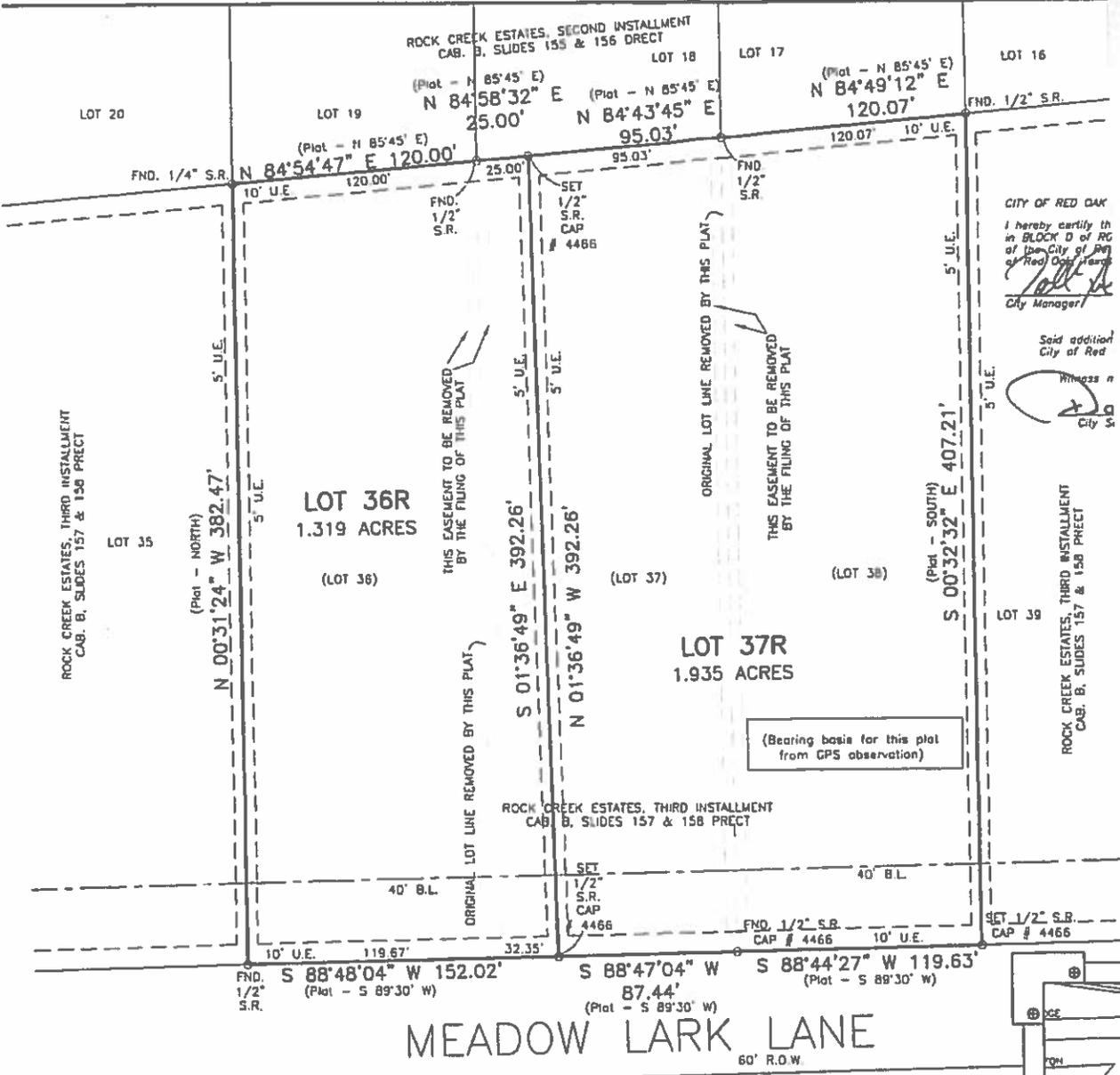
on the same is

ENGINEERS  
**D & M** DAVIS & McDILL, Inc.  
SURVEYORS 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 )

Revised: 10/21/2014

Drawn by: Kevin Huber Date October 17, 2014 Job no. 214-0444

101



CITY OF RED OAK  
 I hereby certify that in BLOCK D of RG of the City of Red Oak, Texas  
 City Manager

Said additional City of Red  
 Witness  
 City S.

(Bearing basis for this plot from GPS observation)

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.



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

Owner:  
 Boniface O. Oballo  
 825 Meadow Lark Lane  
 Red Oak, Texas 75154  
 Phone: 972-268-3840

SURVEYOR'S DECLARATION

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

*Walter Keven Davis*  
 Walter Keven Davis  
 Texas Registration No. 4466

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

Give under my hand and seal this the 21 day of May, 2014.  
*James H. McDaniel*  
 Notary Public in and for the State of Texas

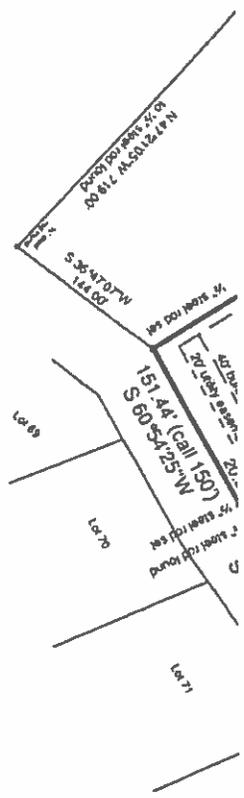


Public Works Director

Date

LOCATI

2



27 and 28, Green Acres North, a subdivision in Ellis County, Texas, according to the plat thereof recorded Side 577, Plat Records, Ellis County, Texas.

JE ELLIS X  
TEXAS X

RE KNOW ALL MEN BY THESE PRESENTS:

aritz D. Arango and Jay D. Tarscott, being the owners of the hereon described tract, do hereby adopt this plat, designating same as THE NORTH, Lot 27R and Lot 28R, a subdivision in Ellis County, Texas, and do hereby dedicate to the public use and benefit forever, alleys and easements shown hereon. Any part of any buildings, fences, trees, shrubs or other growths or improvements which in any way or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips and any other shall, at all times, have the right of ingress and egress to and from and upon said easements for the purpose of construction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of the permission of anyone.

I hand this 21<sup>st</sup> day of November 2014.

Araritz D. Arango  
Arango

to and sworn to before me, a Notary Public, in and for the State of Texas, on the 21<sup>st</sup> day of November 2014

Lee Zwigg

I hand this 21<sup>st</sup> day of November 2014.

Jay D. Tarscott  
Tarscott

to and sworn to before me, a Notary Public, in and for the State of Texas, on the 21<sup>st</sup> day of November 2014.

Lee Zwigg



# Replat

## Green Acres North

### Lot 27R and Lot 28R

#### Ellis County, Texas

: 27 and 28, Green Acres North, a subdivision in Ellis County, Texas, according to the plat thereof recorded Cabrinel A, Plat Records, Ellis County, Texas, and being within the original jurisdiction of the City of Palmer, Texas

CERTIFICATE OF DEPARTMENT OF DEVELOPMENT  
This plat has final approval by the Department of Development Ellis County, Texas.

Department of Development

COUNTY APPROVAL:

I certify that the above and foregoing Final Plat was approved for filing by Ellis County Commissioners Court on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Carol Bush, County Judge

Dennis Robinson  
Commissioner

Bill Dobson  
Commissioner

Paul Perry  
Commissioner

Ron Brown  
Commissioner

County Clerk Certificate:  
I, Cindy Polley, County Clerk, Ellis County Texas, do hereby certify that the written instrument was filed for record in my office on \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ O'clock, \_\_\_\_\_ m, and duly recorded on \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ O'clock, \_\_\_\_\_ m, in plat record Cabrinel \_\_\_\_\_ Side Number \_\_\_\_\_, Plat Records, Ellis County, Texas.

Witness my hand and seal of office, at Waxahatche, Texas, the day and date last above written.  
Cindy Polley, County Clerk,  
Ellis County Texas

By \_\_\_\_\_ Deputy

SURVEYORS CERTIFICATE:  
I declare that the foregoing plat was prepared from an actual and accurate survey made on the ground on 28 October 2014, and that all corner monuments were found or properly placed under my personal supervision.

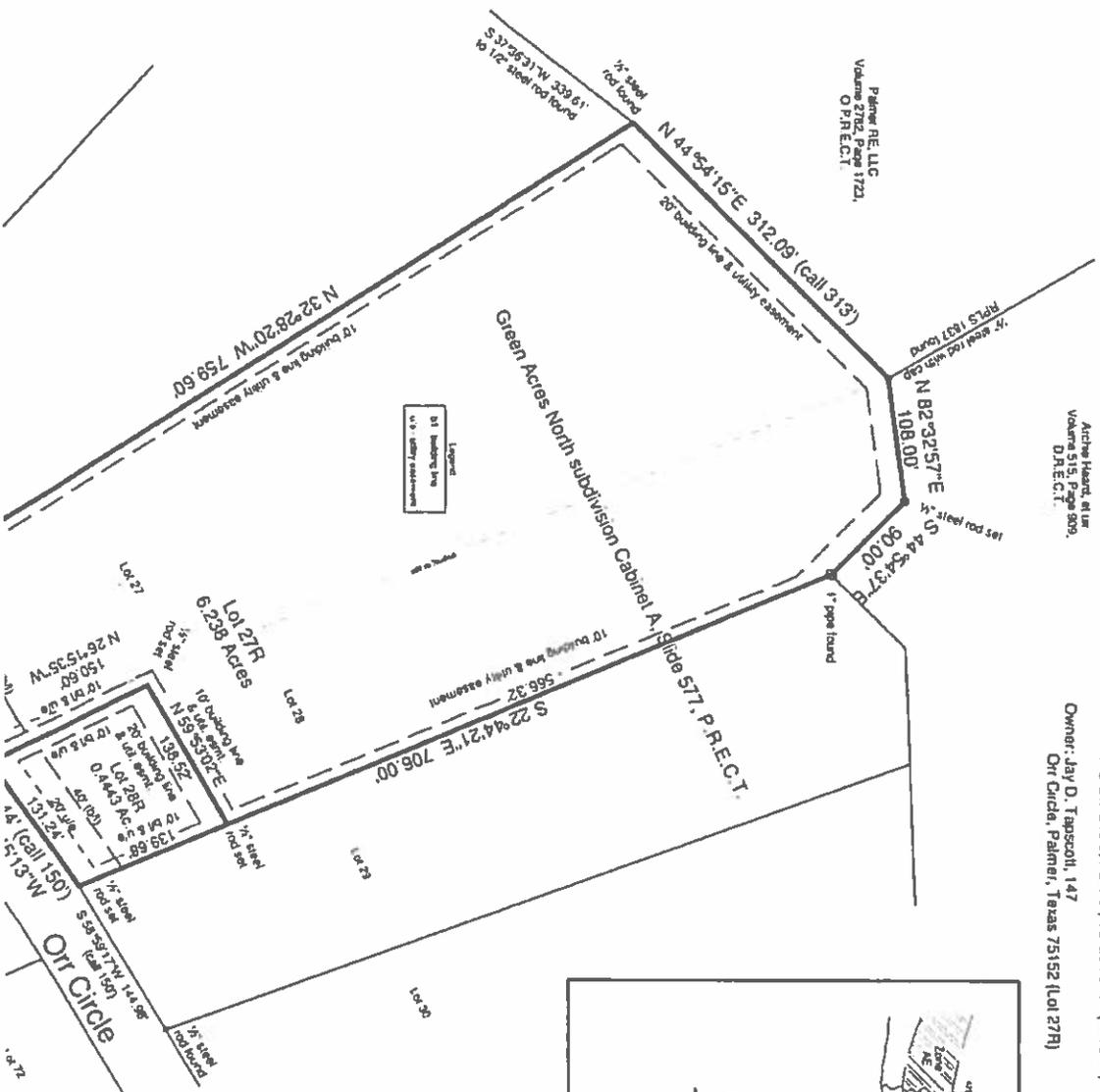
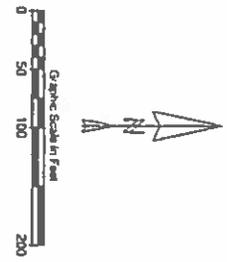
Stuart G. Hamilton  
Registered Professional  
Land Surveyor, No. 4480

Date: NOV 17 2014



DRAWN BY: jcd/sgh JOB NO. C-14173  
**ELLIS ASSOCIATES**  
SURVEYORS  
127 N. COLLEGE  
WAXAHACHE, TEXAS 7515  
Ph. 972.937.2014

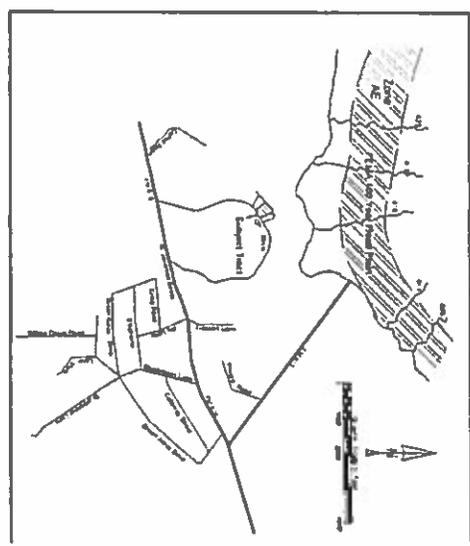
1.2



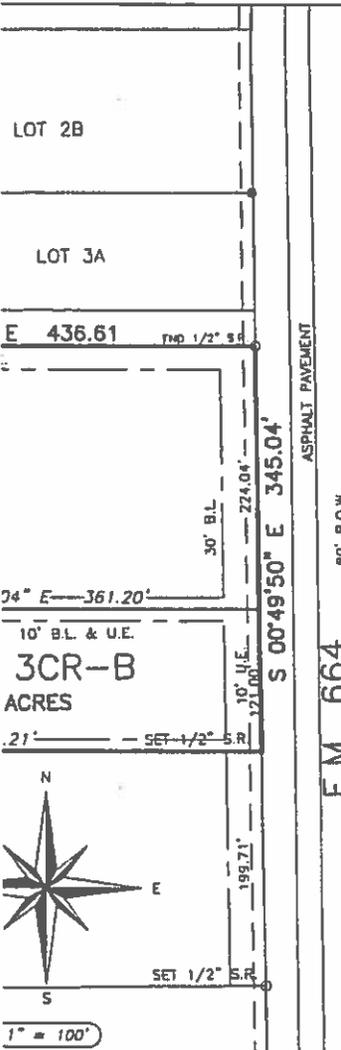
Palmer RE, LLC  
Volume 2782, Page 1721  
O.P.R.E.C.T.

Archa Heard, et al  
Volume 515, Page 509,  
D.A.E.C.T.

This residential subdivision is submitted by owner(s) and developer(s) for approval of Final Plat.  
The tract is within the extrajurisdictional jurisdiction of a the City of Palmer, Texas (see Ellis County Commissioners' Court Minute Order 194.07, dated 04/14/2008).  
Owner: Beatriz Delaon Arango,  
145 Orr Circle, Palmer, Texas 75152 (Lot 28R)  
Owner: Jay D. Tapscott, 147  
Orr Circle, Palmer, Texas 75152 (Lot 27R)



1.3



OWNER'S CERTIFICATE

STATE OF TEXAS §  
COUNTY OF ELLIS §

WHEREAS WE, KEEPSAKE STORAGE, are the Owners of a tract of land situated in the City of Waxahachie, Ellis County, Texas and being known as Lot 3CR of the IRWIN BRANCH ADDITION and being more particularly described as follows:

All that certain lot, tract or parcel of land being known as LOT 3CR of the IRWIN BRANCH ADDITION, an Addition in Ellis County, Texas, according to the Plat thereof recorded in Cabinet H, Slide 164, Plat Records, Ellis County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WE, KEEPSAKE STORAGE, does hereby adopt this plat designating the herein above described property as a MINOR PLAT / REPLAT of Lot 3CR-A and Lot 3CR-B of IRWIN BRANCH ADDITION, an addition to the City of Waxahachie, Texas, (Being a Replat of Lot 3CR of the IRWIN BRANCH ADDITION) and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Waxahachie. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Waxahachie's use thereof. The City of Waxahachie and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Waxahachie and public utility entities shall at all times have the full right of ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Waxahachie, Texas

WITNESS, my hand, this the 4<sup>th</sup> day of November 2014.

BY: Randy Cox  
Authorized Signature of Owner  
Randy L. Cox - owner  
Printed Name and Title

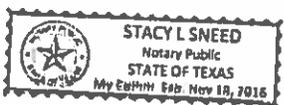
STATE OF TEXAS §  
COUNTY OF ELLIS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Randy Cox, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this 4<sup>th</sup> day of November 2014.

Stacy L. Sneed  
Notary Public in and for the State of Texas

11-18-16  
My Commission Expires On:



Owner:  
KEEPSAKE STORAGE, L.L.C.  
1681 S. Walnut Grove Road  
Midlothian, Texas 76065  
Phone: 972-723-6262

DECLARATION  
BY THESE PRESENTS:

Keven Davis, do hereby certify that I prepared this actual and accurate survey of the land and that the plats shown thereon as set were properly placed and supervised in accordance with the Subdivision Act of the City of Waxahachie.

Keven Davis  
Davis, Registered Professional Land Surveyor #4468  
Davis, Inc.



MINOR PLAT / REPLAT  
**LOT 3CR-A and LOT 3CR-B**  
**IRWIN BRANCH ADDITION**  
BEING A REPLAT OF LOT 3CR  
IRWIN BRANCH ADDITION  
An Addition to the City of Waxahachie  
Ellis County, Texas

I, Stacy L. Sneed, a Notary Public in and for the State of Texas, on this day personally appeared Keven Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

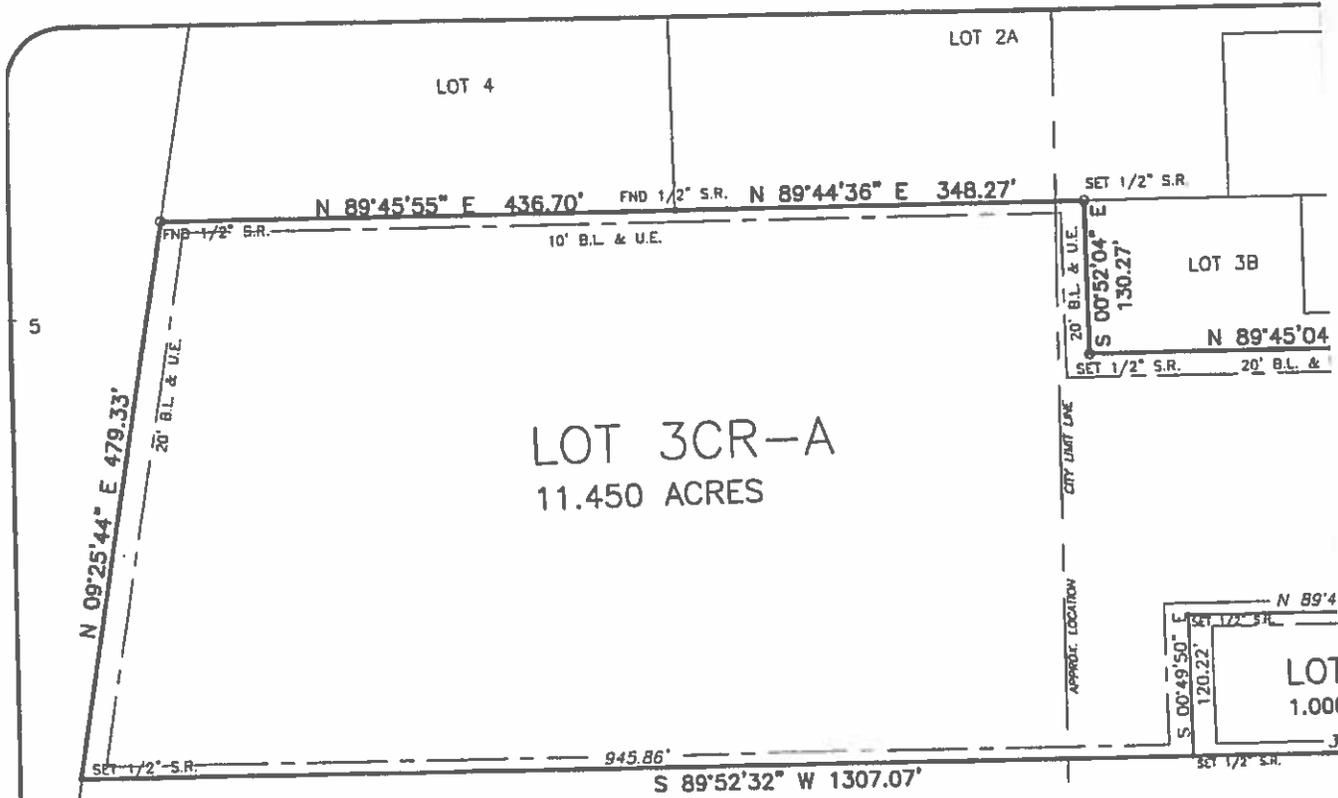
this the 4<sup>th</sup> day of Nov 2014



ENGINEERS  
**D & M**  
SURVEYORS

**DAVIS & McDILL, Inc.**  
P.O. BOX 428, Waxahachie, Texas 75168  
Phone: Metro 972-938-1185 Fax: 972-937-0307

Drawn: jhm Date: SEPTEMBER 03, 2014 Job: 214-0241



CITY OF WAXAHACHIE, TEXAS FINAL PLAT APPROVAL

APPROVED BY: Planning and Zoning Commission  
City of Waxahachie

By: *Jim Cooper* 10-8-14  
 Chairperson Date

APPROVED BY: City Council  
City of Waxahachie

By: *M. Kevin Stought*  
 Mayor

*Ambler Villarreal* 10-20-14  
 Attest Date

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

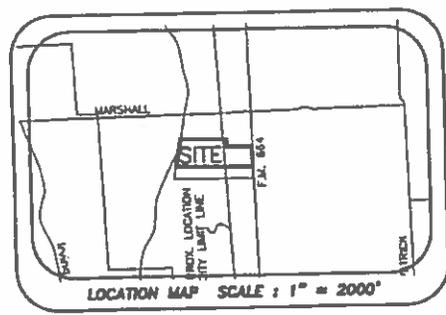
Bill Dodson  
Commissioner Precinct # 2

Paul Perry  
Commissioner Precinct # 3

Ran Brown  
Commissioner Precinct # 4

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.

Public Works Director \_\_\_\_\_ Date \_\_\_\_\_



SURVEYOR'S  
KNOW ALL W

That I, Walter Keve, do hereby certify that I am a duly licensed Surveyor in the State of Texas and that I am the author of the foregoing plat.

Walter Keve  
David and

FENCING NOTE:  
 HOMEOWNERS CAN NOT FENCE IN DRAINAGE & UTILITY EASEMENTS WITHOUT CITY OF WAXAHACHIE APPROVAL AND/OR PERMIT

NOTE:  
 ALL PROPERTY AND LOT CORNERS ARE SET 1/2\"/>

STATE OF TEXAS:  
 Before me the undersigned, a Notary Public in and for the State of Texas, personally appeared \_\_\_\_\_ who acknowledged to me that he subscribed to the foregoing for the purposes herein set forth.

NOTE:  
 NO 100 YEAR FLOODPLAIN PER FEMA FIRM MAP # 48139CD173 F ZONE: X unshaded.

Give under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
 Notary Public in and for the State of Texas

LEGEND

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

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.



**Bid Proposal #G-2013-003**

**Printed Forms**

**Will be expiring on December 31, 2014**

**Renewal Effective Dates**

**January 1, 2015 – December 31, 2015**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us) or fax to 972-825-5119.

If you have any questions, please feel free to contact Jodi Platt at 972-825-5117.

Culego, Inc.


 Date 12-31-14  
 Authorized Representative





**AMENDMENT TO  
AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY  
SUPPORT SERVICES**

This Amendment to Agreement for Application Hosting and Technology Support Services (this "Amendment") is made and entered into by and between Ellis County with offices located at 109 S. Jackson Waxahachie, TX 75165 ("Customer") and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 ("Xerox"), referred to individually as "Party" or collectively as "Parties."

WHEREAS, the Customer and Xerox executed that certain Agreement for Application Hosting and Technology Support Services dated as of 1/1/2013 (the "Agreement"); and

WHEREAS, the Customer and Xerox desire to modify the Agreement to DROP certain modules Customer receives as Services under the Agreement;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

- 1. The "Modules" table on page 1 of the Agreement (if applicable) and the related Modules table in Exhibit B – Applicable Charges shall be modified as of the effective date of this Amendment as below:

<b>FH CLOUD MODULES:</b>	<b>YES/NO</b>	<b># of Licenses</b>
<b>Incident Module</b>	Yes	2
<b>EMS Module</b>	Yes	2
<b>Staff, Training and Certifications</b>	Yes	2
<b>Occupancy Management</b>	Yes	2
<b>Inventory Management</b>	Yes	2
<b>Hydrants</b>	Yes	2
<b>Staff Scheduling</b>	No	0
<b>Accounts Receivable</b>	No	0
<b>Sketch</b>	No	0

FIREHOUSE Software  
A Xerox Solution

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> St., Suite 309 Urbandale, Iowa 50322  
800.921.5300 515.288.4825 (fax)



**FIREHOUSE**  
Software®

A Xerox Solution

<b>Analytics</b>	No	0
<b>CAD Monitor</b>	No	N/A
<b>VPN connection required for CAD data transfers</b>	No	N/A
<b>Local Data Transfer</b>	No	N/A
<b>Archived Database</b>	No	0

2. The Yearly Fee payable by Customer to Xerox as set forth under "Price" on page 1 (if applicable) of the Agreement and under the Payment Schedule table in Exhibit B – Applicable Charges shall be DECREASED from \$2093.00 to \$1899.00 for each remaining year of the Agreement, beginning with Year #2. The difference for the current year will be invoiced by Xerox on the effective date.

3. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

4. This Amendment shall be effective on 1/1/15.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Customer and Xerox have executed this Amendment.

Ellis County Judge

**Xerox Government Systems, LLC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FIREHOUSE Software  
A Xerox Solution

Xerox Government Systems, LLC.  
2900 100<sup>th</sup> St., Suite 309 Urbandale, Iowa 50322  
800.921.5300 515.288.4825 (fax)

A RESOLUTION OF THE CITY OF PALMER, TEXAS

RESOLUTION No. 20141201

A RESOLUTION OF THE CITY OF PALMER, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH ELLIS COUNTY FOR ENFORCEMENT OF THE ELLIS COUNTY FIRE CODE WITHIN THE CORPORATE LIMITS OF THE CITY OF PALMER THROUGH THE ELLIS COUNTY FIRE MARSHAL;

NOW, THEREFORE. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALMER, TEXAS.

**Section 1 APPROVING AN INTERLOCAL AGREEMENT WITH ELLIS COUNTY FOR ENFORCEMENT OF THE ELLIS COUNTY FIRE CODE WITHIN THE CITY OF PALMER THROUGH THE ELLIS COUNTY FIRE MARSHAL**

That certain Interlocal Agreement with Ellis County for the enforcement of the Ellis County Fire Code within the corporate limits of the City of Palmer, Attached hereto as **Exhibit "A"** is hereby approved.

**Section 2. EFFECTIVE DATE**

This Resolution shall take effect on the date of immediately after its passage and publication of the caption, as the law in such cases provides.

**DULY ADOPTED** by the City Council of the City of Palmer, Texas, the 16<sup>th</sup> day of December, 2014.

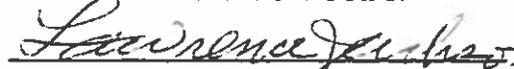
**APPROVED:**

  
\_\_\_\_\_  
Kenneth Bateman, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Alicia Baran, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lawrence W. Jackson, City Attorney

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF ELLIS COUNTY FIRE CODE  
BETWEEN ELLIS COUNTY AND  
CITY OF PALMER**

THIS AGREEMENT is entered into by the following parties:

City of Palmer, a general law municipality located in Ellis County, Texas, (“City”) and

Ellis County, Texas, a political subdivision of Texas.

**RECITALS**

City and County have each determined that it would be mutually advantageous for County to enforce the Ellis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX.LOC.GOV’T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV’T. CODE ANN., Ch. 791.

**AGREEMENT**

City and County agree as follows:

**1.0 Definitions**

- 1.01 Council - “Council” means City Council of the City of Palmer
- 1.02 Commissioners Court - “Commissioners Court” means Ellis County Commissioners Court.
- 1.03 County - “County” means Ellis County Texas acting by and through the Fire Marshal.
- 1.04 Day - “Day” means calendar day.
- 1.05 Fire Code Inspections(s) - “Fire Code Inspections(s)” means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the Ellis County Fire Code upon request for a permit. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Ellis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Ellis County Fire Code.

- 1.06 Fire Marshal - “Fire Marshal” means the Ellis County Fire Marshal and his designated fire inspectors who are employed in his office.
- 1.07 Fire Regulations Inspections(s) - “Fire Regulations Inspections(s)” means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routing inspections means annual inspection and all follow-up necessary to insure compliances with applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.
- 1.08 In the City of Palmer - “In the City of Palmer” means any location within the full purpose corporate limits of the City of Palmer and does not include locations within in extraterritorial jurisdiction or its limited purpose jurisdiction.
- 1.09 Ellis County Fire Code - “Ellis County Fire Code” means the County Code at the time of service, even if County has revised this chapter after execution of this Agreement. All definitions in the Ellis County Fire Code are incorporated the same as if set forth in full in this Agreement.

## **2.0 Term of Agreement**

- 2.01 Initial Term - This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2015 unless earlier terminated by either party in compliance with 13.0 of this Agreement.
- 2.02 Renewal Term - This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2015 for a term of one year and automatically renews for term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

## **3.0 Responsibilities of City**

- 3.01 Exclusive Provider - City grants County the exclusive right to provide the services described in this Agreement in the City of Palmer.
- 3.02 Creation of Fire Marshal’s Authority - Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a designated

department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.

- 3.03 Adoption of Ellis County Fire Code - City shall pass an ordinance, order, rule or resolution adopting the Ellis County Fire Code in City of Palmer.
- 3.04 Establishment of Fees - City authorizes Commissioners Court to set permit fees in the City of Palmer at the same amount as fees for the unincorporated area of Ellis County set by Commissioners Court.
- 3.05 Payment For Services - City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Ellis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the County Treasurer in accordance with procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the County Treasurer in accordance with the procedures established by County from time to time.
- 3.06 Notice of Complaints - City acknowledges that all calls about any complaints related to services under this Agreement should be made to Ellis County Fire Marshal's Office (ECFMO).
- 3.07 Fire Code Inspection - For Fire Code Inspections under this Agreement, City designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Ellis County Fire Code. The procedures for requests for hearings, and for actions taken as a result of those hearings are set forth in the Ellis County Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.
- 3.08 Fire Regulation Inspection - For Fire Regulation Inspections under this Agreement, City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including and related penalties described in the other applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.
- 3.09 Legal Action - In any legal action which is required as a result of the services provided under this Agreement, the Ellis County and District Attorney is responsible for judicial prosecution of violations of the applicable Ellis County Fire Code and any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and county rules or regulations related to fire control and

prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state, and county rules or regulations.

- 3.10 Compliance with Laws - City shall comply with all applicable laws, rules and regulations in the performance of this agreement.
- 3.11 Appeals and Hearing Procedures - The Palmer City Council shall assume all procedures, duties, and responsibilities assigned to the Ellis County Commissioners Court within Part 6 – Appeals and Hearing Procedures of the Ellis County Fire Code.

#### **4.0 Responsibilities of County**

- 4.01 Enforcement of Ellis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Ellis County Fire Code and carry out the following services related to it in City of Palmer:
  - 4.01.01 review plans of applicants for permits under it,
  - 4.01.02 issue building permits under it, and
  - 4.01.03 perform inspections of installations required by it, and
  - 4.01.04 the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance.
- 4.02 Complaint Investigation - County shall investigate Elis County Fire Code complaints and complaints about violations of any other applicable federal, state and county rules or regulations related to fire control and prevention. If the investigations of a complaint reveal the violation of the Ellis County Fire Code or any other applicable federal, state and county rules or regulations related to fire control and preventions, County shall enforce these legal requirements to the extent allowed by law except that County’s enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.
- 4.03 Other Permit Inspections - County shall routinely inspect establishments for compliance with any applicable federal, state and county rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to insure compliance with the applicable federal, state, and county rules or regulations. Routine inspections may be either inspected prior to and as part of both the initial state licensing proves and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.
- 4.04 Credit for Fees - County may perform any reasonable activities necessary to collect fees for

services provided. County may retain all fees collected.

4.05 Annual Reports - Annually County shall provide City with at least a summary report for the information provided:

4.05.01 the number of applications received in the City of Palmer

4.05.02 the number of permits issued in the City of Palmer, and

4.05.03 the number and type of inspections related to other laws that are performed.

4.06 Access to reports, Records, and Facilities - County shall provide City with full access to all records and reports about the Ellis County Office of the Fire Marshal that are available by law to members of the public generally.

4.07 Compliance with Laws - County shall comply with all applicable laws, rules, and regulations in the performance of this agreement.

## 5.0 Fees

5.01 Fire Code Permits - County shall charge applicants for permits in City of Palmer based on the fees that are approved by the Commissioners Court.

5.02 Other Fire Regulation Fees - County shall charge businesses needing an inspection in City of Palmer based on the fees that are approved by the Commissioners Court.

## 6.0 Liability

6.01 Limits of Liability - City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County of its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City of its employees or agents in relation to the responsibilities of City under this Agreement.

6.02 Shared Liability - If both County and City are liable for any claims or damages arising from the actions of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their actions or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.”

## 7.0 Acknowledgements

7.01 Ellis County Fire Code - City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules, or resolutions adopting the Ellis County Fire Code. City further acknowledges and agrees that this Ellis County Fire Code supersedes any other

ordinances, orders, rules, resolutions, or other enactments by City related to the regulations being implemented under this Agreement.

7.02 Limit of Representative Authority - City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 Limit on Agents - No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee, or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the City Council.

## **8.0 Amendment of Agreement**

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

## **9.0 Entire Agreement**

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

## **10.0 Breach**

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

## **11.0 Dispute Resolution and Jurisdiction**

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.073. Unless both parties are satisfied with the result of the

mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

- 11.02 Jurisdiction – This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under it are performable in Ellis County, Texas. The appropriate venue for any dispute arising out of this agreement shall be a district court of Ellis County, Texas.

## **12.0 Waiver and Reservation of Rights**

- 12.01 Waiver - The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.
- 12.02 Reservation of Rights and Remedies - All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the laws or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

## **13.0 Termination**

- 13.01 Annual Termination - Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.
- 13.02 Mutually Agreed Termination – This agreement may be terminated at any time by mutual agreement of the parties.
- 13.03 Termination for Breach - Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.
- 13.04 Survival of Provisions - If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid.

## **14.0 Notice**

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

County Judge, Ellis County  
101 W. Main Street  
Waxahachie, TX 75165

14.03 City Address Notice sent pursuant to this agreement shall be delivered or sent to City at the following addresses:

Mayor, City of Palmer  
113 W Jefferson  
Palmer, TX 75152

14.04 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.05 Change of Address Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

## **15.0 Parties Bound**

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

## **16.0 Interpretational Guideline**

16.01 Third Party Rights Not Created - This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply - This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Ellis County, Texas.

- 16.03 Severability of Provisions - In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.
- 16.04 Computation of Time - When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.
- 16.05 Gender and Number - Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.
- 16.06 Headings - The headings at the beginning of the various provisions of this agreement have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF PALMER

COUNTY OF ELLIS

By:   
 \_\_\_\_\_  
 KENNETH BATEMAN  
 MAYOR

By: \_\_\_\_\_  
 CAROL BUSH  
 COUNTY JUDGE

ATTEST  
  
 By: \_\_\_\_\_  
 CITY SECRETARY

ATTEST  
 By: \_\_\_\_\_  
 CINDY POLLEY  
 COUNTY CLERK

The Ellis County Emergency Services District #9 supports the implementation of this Interlocal Agreement between the City of Palmer and Ellis County. The ESD Board Members have determined the agreement will increase the level of fire protection throughout the district.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT # 1

By: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

## RECEIPT ACKNOWLEDGEMENT

The National Institute of Justice  
810 7<sup>th</sup> Street N.W. 7<sup>th</sup> Floor  
Washington, DC 20531  
Attn: Michael O'Shea

The Center for Rural Development, Inc.  
2292 S Hwy 27, Suite 300  
Somerset, KY 42501  
Attn: Lonnie Lawson

Dear Mr. O'Shea and Mr. Lawson

I hereby acknowledge receipt of the following property from The Center for Rural Development.

Recipient Agency	Ellis County Sheriff's Office
Item Description	Tecnam P92 Eaglet
Manufacturer's Serial or Other Identifying Number	1139
FAA Registration Number	N-911TE
Acquisition Date	06/12/2008
Acquisition Cost	\$16,320
Location of Property	Ellis County Sheriff's Office 300 S. Jackson St Waxahachie, TX 75165
Intended Use of the Property	Support of Law Enforcement Operations
Condition	Good
NIJ Award Number	2009-IJ-CX-K019
Date of Transfer	

I acknowledge the property shall title with "Recipient Agency" identified above and further acknowledge that as the recipient of property purchased with Federal funds the equipment must be made available upon request for use by the U.S. Department of Justice and its agencies to support ongoing and future projects as well as in times of national security, manmade and natural disasters as needed.

  
Signature

  
Title

  
Printed Name