

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F1

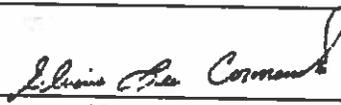
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0340-50835	Employee Training	\$1,000.00
✓ 001-0340-50602	Staff Travel Reimbursement	\$500.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0340-50801	Supplies	\$1,500.00

  
 Signature of Department Head Eliseo Lee Coronado Date Signed 8/22/2016

County Judge DPS Highway Patrol  
 Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office: Hallen 8/25/16

*Needs court approval*

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F2

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0180-50801	Supplies	\$ 150. <sup>00</sup>

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0180-50802	Equipment	\$ 150. <sup>00</sup>

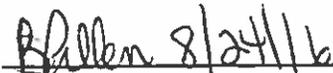
	8-24-16	40 <sup>th</sup> District Ct
Signature of Department Head	Date Signed	Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:

 8/24/16

Needs court approval

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F3

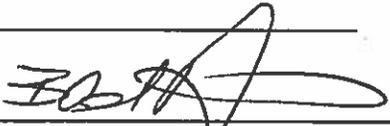
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50502-00000-000	Staff Salaries	\$ 25,000.00
001-0015-50813-00000-000	Inmate Medical	\$ 60,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50814-00000-000	Feeding Prisoners	\$ 85,000.00


8-21-16
Department  
 Signature of Department Head      Date Signed

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

*needs court approval*

Approved by County Auditor's Office: \_\_\_\_\_

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F4  
Received  
8/18/16  
BQ

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0612-50808-00000-000	Gas/Oil	(600. <sup>00</sup> )
✓ 001-0612-50801-00000-000	Supplies	(1,000. <sup>00</sup> )
✓ 001-0612-50805-00000-000	Conference	(1,300. <sup>00</sup> )
✓ 001-0612-50803-00000-000	Furniture/Fixtures	(500. <sup>00</sup> )

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0612-50809-00000-000	Auto Repairs	800. <sup>00</sup>
✓ 001-0612-50812-00000-000	Radio	300. <sup>00</sup>
✓ 001-0612-50802-00000-000	Equipment	2,300. <sup>00</sup>

  
Signature of Department Head

8/15/2016  
Date Signed

Constable, Prec. 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 \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:

  
Needs court approval

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F5

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
✓ 001-0050-50805	Conference	\$ 500.00
✓ 001-0050-50802	Equipment	\$ 124.00
✓ 001-0050-50803	Furn/Fix	\$ 450.00

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
✓ 001-0050-50703	Telephone	\$ 124.00
001-0050-50801	Supplies	\$ 450.00
✓ 001-0050-50843	4-H travel	\$ 500.00

Maui Edd 8/22/2016 Extension  
*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 \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office: Dillon 8/24/16

*Needs court approval*

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F6

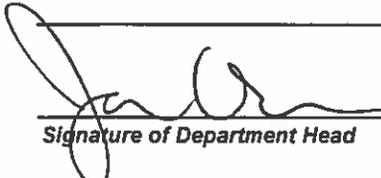
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40719-00000-000	Chapter 19 State Funding	\$ (205.24)

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenditures	\$ 205.24



8-19-16  
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 \_\_\_\_\_, 2015/2016

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\_\_\_\_\_

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

Approved by County Auditor's Office: Allen 8/24/16

Needs court approval

F 7

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40719-00000-000	Chapter 19 State Funding	\$ (149.84)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenditures	\$ 149.84

  
Signature of Department Head

8-18-16  
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 \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:

 8/24/16

Needs court approval

F8

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40719-00000-000	Chapter 19 State Funding	(\$134.52)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenditures	\$134.52


8-18-16
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 \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office: Biller 8/24/16

Needs court approval

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F9

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40719-00000-000	Chapter 19 State Funding	(\$2,336.38)
001-0210-40719-00000-000	Chapter 19 State Funding	(\$2,223.48)
001-0210-40719-00000-000	Chapter 19 State Funding	(\$1,170.72)
001-0210-40719-00000-000	Chapter 19 State Funding	(\$350.00)
001-0210-40719-00000-000	Chapter 19 State Funding	(\$63.42)

56140

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenditures	\$2,336.38
001-0210-50800-00000-000	Chapter 19 Expenditures	\$2,223.48
001-0210-50800-00000-000	Chapter 19 Expenditures	\$1,170.72
001-0210-50800-00000-000	Chapter 19 Expenditures	\$350.00
001-0210-50800-00000-000	Chapter 19 Expenditures	\$63.42

56140

  
Signature of Department Head

8-18-16  
Date Signed

Elections  
Department

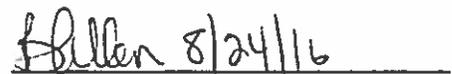
**ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:

  
8/24/16

Needs court approval

F10

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 011-0704-50807-00000-000	General Misc.	\$ 10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 011-0704-50802-00000-000	Purchase of Equipment	\$ 10,000.00

  
Signature of Department Head

8/29/2016  
Date Signed

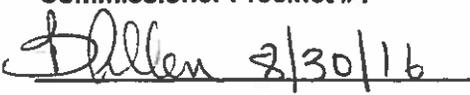
RB-3  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:  8/30/16

Needs court approval

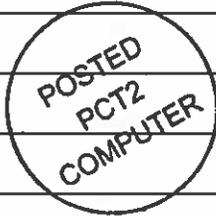
F11

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

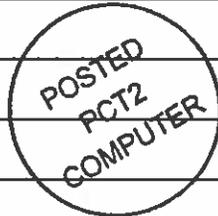
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-30302-00000-000	FM2 FUND BALANCE CARRY OVER	\$50,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50911-00000-000	FM2 GRAVEL	\$50,000.00



*[Handwritten Signature]*  
Signature of Department Head

8.29.16  
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 \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:

*[Handwritten Signature]* 8/29/16

*Needs court approval*

F12

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

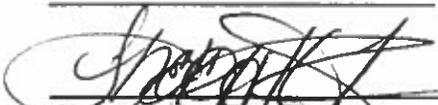
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0425-50805-00000-000	Conference	\$1,000
✓ 001-0425-50835-00000-000	Safety/Training	2,200.00 — \$2,600
		BL see attached

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0425-50819-00000-000	Computer	\$1,000
✓ 001-0425-50801-00000-000	Supplies	2,200.00 — \$2,600

  
Signature of Department Head

8/30/2016  
Date Signed

Human Resources  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office: Dallen 8/30/16

Needs court approval

## Beth Allen

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**From:** Theresa Taylor <theresa.taylor@co.ellis.tx.us>  
**Sent:** Tuesday, September 06, 2016 2:51 PM  
**To:** Beth Allen  
**Subject:** Oops!

Beth,

I forgot about a training program I purchased for Sharon and can't transfer \$2600 from training (50835) to supplies (50801). I need to change the amount to \$2200. What do I need to do to correct my error?

Theresa K. Taylor  
Director, Human Resources  
Ellis County  
972.825.5292

**ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT**

F13

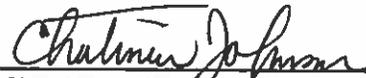
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50807-00000-000	General Miscellaneous	6,500

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50802-00000-000	Equipment	\$ 6,500

	8/31/16	Juvenile Services
Signature of Department Head	Date Signed	Department

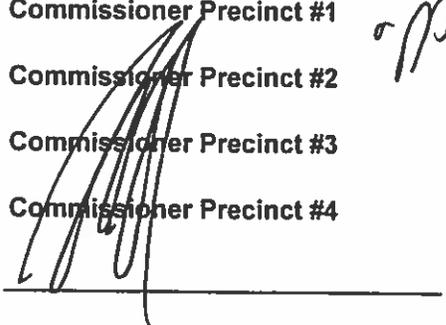
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

*nudl  
Court  
approval*

Approved by County Auditor's Office:



F14

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-50889-00000-000	Transport Expenses	\$7,000.00
001-0010-50870-00000-000	Estray	\$5,200.00
001-0010-50808-00000-000	Auto Gas & Oil	\$3,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-50702-00000-000	Repairs	\$3,000.00
001-0010-50810-00000-000	Auto Tires	\$4,000.00
001-0010-50803-00000-000	Furniture Fixtures	\$5,200.00
001-0010-50809-00000-000	Auto Repairs	\$3,000.00

RECEIVED

AUG 31 2016

ELLIS COUNTY  
AUDITOR

Sheriff's Office  
Department

  
Signature of Department Head

8-31-16  
Date Signed

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office:



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

~~2015/14~~ 2015/14  
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
<del>(CONFERENCE)</del>		\$
001-0614-50805	conference	\$ 1000 <sup>00</sup>
001-0614-50908	Auto Gas	\$ 2800
001-0614-50909	Auto Repairs	\$ 700 <sup>00</sup>
001-0614-50910	Auto Tires	\$ 900 <sup>00</sup>
001-		\$

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0614-50819	Computer	\$ 2,000 <sup>00</sup>
001-0614-50902	Equipment	\$ 1,000
001-0614-50812	Radio	\$ 2000 <sup>00</sup>
001-0614-50801	Supplies	\$ 400 <sup>00</sup>
		\$
		\$

  
SIGNATURE OF DEPARTMENT HEAD

Const Pct 4  
DEPARTMENT

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ ~~2017~~ 2016

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

Approved by Co. Auditor's office: Allen 9/6/16

Needs court approval

File

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0230-50808-00000-000	Auto Gas/Oil	\$ 600.00
✓ 001-0230-50810-00000-000	Auto Tires	\$ 500.00
✓ 001-0230-50601-00000-000	Travel Reimbursement	\$ 1,200.00
✓ 001-0230-50819-00000-000	Computer	\$ 200.00
✓ 001-0230-50874-00000-000	Printing	\$ 100.00
	<b>Total</b>	<b>\$ 2,600.00</b>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0230-50805-00000-000	Conference	\$ 1,900.00
001-0230-50801-00000-000	Supplies	\$ 700.00
	<b>Total</b>	<b>\$ 2,600.00</b>



Signature of Department Head

9/2/2016

Date Signed

Purchasing  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

County Judge

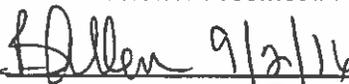
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

 9/2/16

Needs court approval

F17

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

✓ ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50502-00000-000	Staff Salary	\$58,000.00

TRANSFER TO:

✓ ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50802-00000-000	Equipment	\$58,000.00

  
Signature of Department Head

9-2-16  
Date Signed

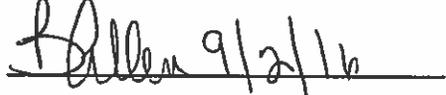
Sheriff's Office  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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\_\_\_\_\_

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

Approved by County Auditor's Office: 

Needs court approval

F18

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

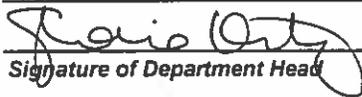
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50802-00000-000	Equipment	\$300.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50805-00000-000	Conference	\$300.00

FOR:

Tim Birdwell

  
Signature of Department Head

9/1/2016

Date Signed

Ellis County Fire Marshal

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

County Judge

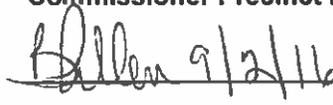
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

 9/2/16

Needs court approval

F19

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-50502-00000-000	Salaries	9500

To budget for the purchase of a large format plotter.

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-50802-00000-000	Equipment	9500

James Kelle  
Signature of Department Head

09/06/2016  
Date Signed

County Engineer  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

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

Approved by County Auditor's Office:

Bollen 9/16/16

Needs court approval

F21

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50910-00000-000	FM1 FUEL	\$33,000.00
009-0602-50913-00000-000	FM1 CHEMICALS	\$3,000.00
009-0602-50909-00000-000	FM1 REPAIRS/PARTS	\$6,000.00
009-0602-50908-00000-000	FM1 LUMBER	\$6,000.00
009-0602-50807-00000-000	FM1 GEN. MISC.	\$10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50911-00000-000	FM1 GRAVEL	\$48,000.00
009-0602-50915-00000-000	FM1 ASPHALT	\$10,000.00

  
Signature of Department Head

9/7/16  
Date Signed

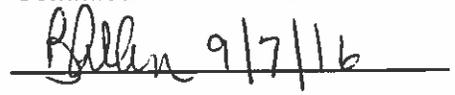
R&B Pct. 1  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

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

Approved by County Auditor's Office: 

Needs court approval

F21

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

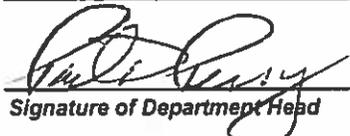
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50807-00000-000	Gen Misc	\$ 4,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-50915-00000-000	Asphalt	\$ 4,000.00

  
Signature of Department Head

9-6-2016  
Date Signed

Pct 3  
Department

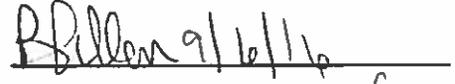
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015/2016

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

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

Approved by County Auditor's Office:



Needs court approval

F22

ELLIS COUNTY BUDGET  
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-30302-00000-000	Fund Balance	\$ 100,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50802-00000-000	Purchase of Equipment	\$ 100,000.00


9-6-2016
Per 3  
 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 \_\_\_\_\_, 2015/2016

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

Approved by County Auditor's Office: Ellen 9/6/16  
*Needs court approval*

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

That we, David Muirhead and Glenda Muirhead, being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES  
6.492 Acres

BEING all that certain lot, tract, or parcel of land situated in the W.M. Turner Survey, Abstract No. 1093, and being all of a called 6.50 acres tract conveyed to David Muirhead and wife, Glenda Muirhead, by deed recorded in Volume 1676, Page 1732 of the Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 5/8" steel rod found in the northwest line of Greathouse Road (a public road) for the south corner of this tract and said 6.50 acres tract, said rod being the east corner of a residual tract out of an original called 107.594 acres tract conveyed to the Texas National Research Laboratory by deed recorded in Volume 862, Page 144 of the Deed Records, Ellis County, Texas, (DRECT) with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of Northing = 6798126.833, Easting = 2454020.120);

THENCE N 30°31'42" W, 558.06 feet along the southwest line of this tract and said 6.50 acres tract, and along the northeast line of said residual tract, to a 5/8" steel rod found in the southeast line of Greathouse Circle (a public road) for the west corner of this tract and same for the said 6.50 acres tract, and being the north corner of the said residual tract.

THENCE along the northwest lines of this tract and same for the said 6.50 acres tract, and along the southeast lines of Greathouse Circle, the following bearings and distances N 58°00'39" E, 131.45 feet to a 5/8" steel rod found for corner; N 57°44'53" E, 109.34 feet to a 1/2" steel rod set for corner; and N 84°34'39" E, 270.08 feet to a 1/2" steel rod set for the north corner of this tract and same for the said 6.50 acres tract and being the west corner of a called 3.21 acres tract conveyed to Jan E. Henson and wife, Angela G. Henson, by deed recorded in Volume 1710, Page 722, OPRECT.

THENCE S 30°31'42" E, 451.60 feet along the northeast line of this tract and same for the said 6.50 acres tract, and along the southwest line of said 3.21 acres tract, to a 5/8" steel rod found in the northwest line of Greathouse Road for the east corner of this tract and same for the said 6.50 acres tract, and being the south corner of said 3.21 acres tract.

THENCE along the southeast lines of this tract and said 6.50 acres tract, and along the northwest lines of Greathouse Road, the following bearings and distances S 59°29'03" W, 86.23 feet to a 1/2" steel rod found for corner; S 73°34'08" W, 103.09 feet to a 5/8" steel rod found for corner; S 59°27'47" W, 99.91 feet to a 5/8" steel rod found for corner; S 45°20'05" W, 103.17 feet to a 5/8" steel rod found for corner, and S 59°35'22" W, 143.07 feet to the POINT OF BEGINNING, and containing approximately 6.492 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

That we, David Muirhead and Glenda Muirhead, do hereby adopt this plat designating the hereinabove described property as a Simplified Plat of LOT 1 and LOT 2, BLOCK A of M & M ACRES, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon, and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and any public utility shall at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 29 DAY OF AUGUST, 2016

*David Muirhead*  
David Muirhead

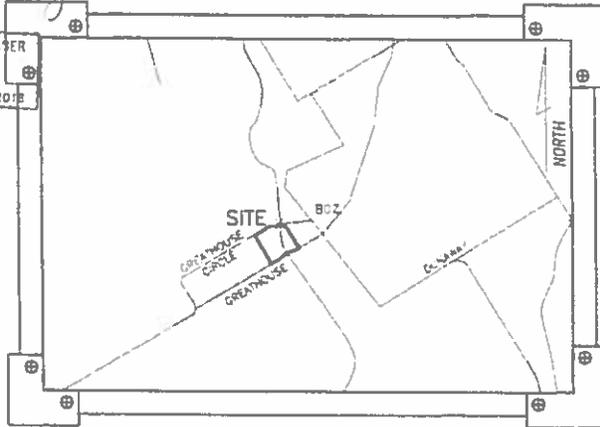
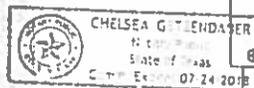
*Glenda Muirhead*  
Glenda Muirhead

STATE OF TEXAS

Before me the undersigned authority, a notary public in and for said state on this day personally appeared David Muirhead and Glenda Muirhead, known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 DAY OF AUGUST 2016

*Chelsea Getendaser*  
Notary Public



LOCATION MAP SCALE : 1" = 2000'

SIMPLIFIED PLAT  
LOT 1 & LOT 2, BLOCK A  
M & M ACRES

Being a 6.492 Acres Addition in  
the W.M. Turner Survey, Abst. 1093  
Ellis County, Texas

REVISIONS	BY

**DAVIS & MCDILL, Inc.**  
 ENGINEERS  
**D & M**  
 SURVEYORS  
 (A Texas licensed surveying firm / 101504-00, and a Texas licensed engineering firm / F-8439)

CONSULTING ENGINEERS - LAND SURVEYORS  
 P.O. BOX 428 WAXAHACHIE, TEXAS 75168  
 PHONE 972-338-1185 FAX: 972-937-0307

Date:	8-22-16
Scale:	1"=80'
Drawn:	Staff
Job:	216-0379
Sheet	1
of 1 sheets	

the E.T.J. of  
subject to  
is and  
County.

County, Texas:  
\_\_\_\_\_, 2016.

Judge \_\_\_\_\_

Commissioner \_\_\_\_\_

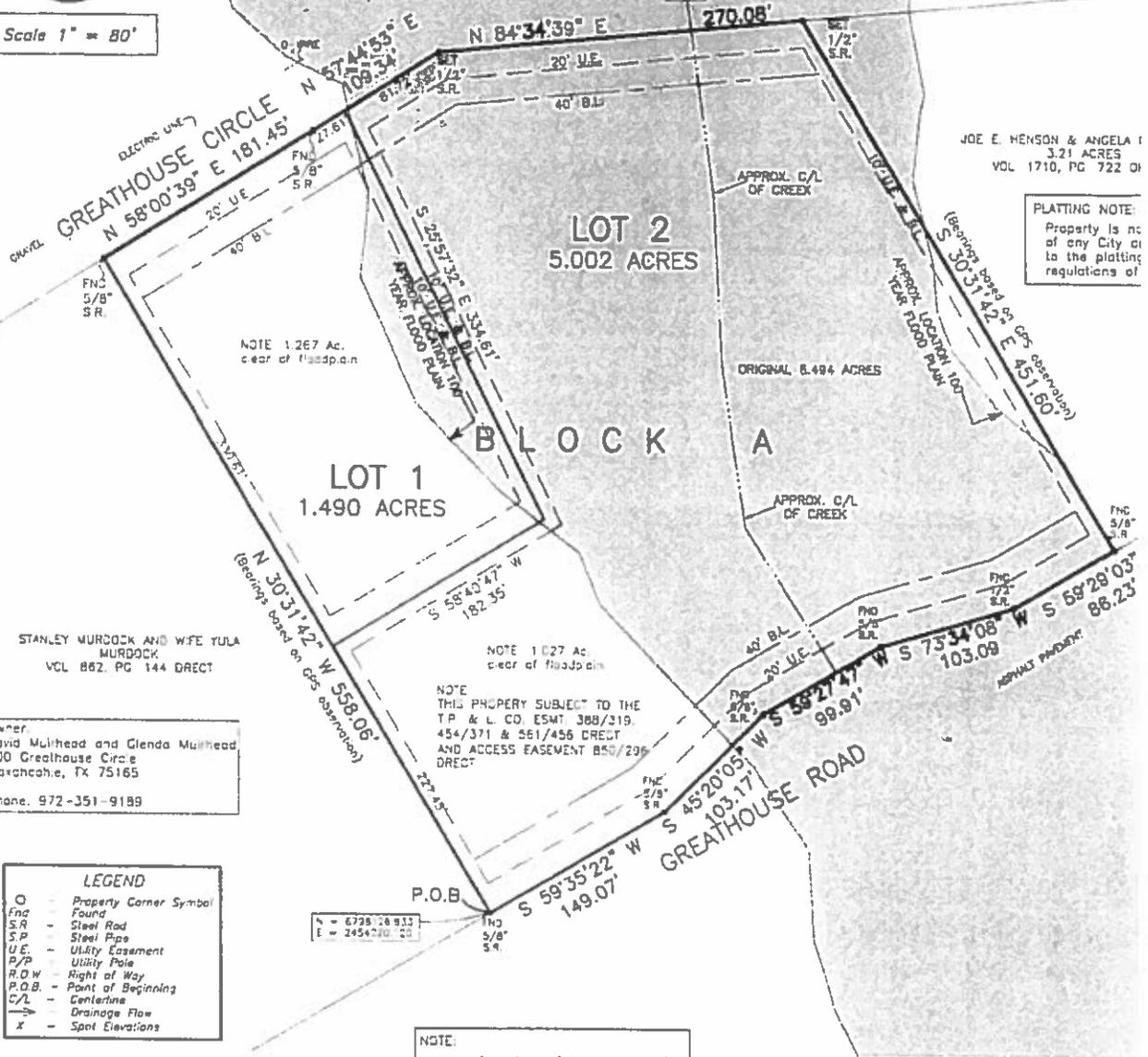
ment of Development for  
information as may be required

Date \_\_\_\_\_

SPI



Scale 1" = 80'



JOE E. HENSON & ANGELA I  
3.21 ACRES  
VOL 1710, PG 722 OI

PLATTING NOTE:  
Property is not  
of any City or  
to the platting  
regulations of

STANLEY MURDOCK AND WIFE TULA  
MURDOCK  
VOL 862, PG 144 DIRECT

Owner:  
David Multhead and Glenda Multhead  
400 Greathouse Circle  
Waxahatchie, TX 75165  
Phone: 972-351-9189

**LEGEND**

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

N = 6798.18 913  
E = 2454.20 22

NOTE:  
A portion of the property lies  
within the 100 year floodplain  
per FEMA FIRM Map #  
48139C0325F  
Zone X Unshaded

**SURVEYOR'S DECLARATION**

THIS is to declare that, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have platted 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. 4486



STATE OF TEXAS,  
COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of E  
Approved this date, the \_\_\_\_\_ day of \_\_\_\_\_

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.

STATE OF TEXAS:

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter Keven 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 purposes herein expressed and in the capacity stated.

Give under my hand and seal this the 20th day of August, 2015.

*Tracy Kelley*  
Notary Public in and for the  
State of Texas



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

Public Works Director

1 1.1

---

**COLVIN & STOUT  
ATTORNEYS AND COUNSELORS AT LAW  
A PROFESSIONAL CORPORATION**

---

210 WEST KNOX STREET  
P. O. BOX 597  
ENNIS, TEXAS 75120

**Attorneys:**  
Billy Colvin (1920-1978)  
Donald R. Stout

Telephone (972) 875-3822  
Telecopier (972) 875-3823  
[ColvinStout@sbcglobal.net](mailto:ColvinStout@sbcglobal.net)

August 24, 2016

Ellis County Commissioners Court  
109 S. Jackson St.  
Waxahachie, Texas 75165

Re: Variance Request; Anthony Nagle Sr. and Anthony Nagle Jr.

Dear Sirs:

This office has been retained to represent Mr. Anthony Nagle Sr. and Anthony Nagle Jr. with regard to the above referenced.

Mr. Anthony Nagle Sr. and Mr. Anthony Nagle Jr. desire to "split" the 3.412 acres contained in Lot 4 Wickliffe Farm into two lots with the father and son each building a single family residence on same.

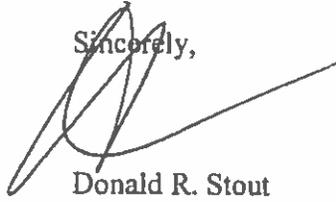
The variance we desire relates to seeking permission to have a 4 inch water line adjacent to the property instead of a 6 inch. A requirement to upsize the water line would not be effective or my clients and appears to be unnecessary from the way they plan to develop the 3.412 acres.

This letter will confirm that Ms. Lisa Yates has created a file for this Variance and I have delivered a plat of this property along with the General Warranty Deed and a copy of the letter from Rockett.

My clients have approved this Request for Variance.

If you would be so kind, please advise me as to the date with the Ellis County Commissioner's Court might consider this Request for Variance.

Sincerely,



Donald R. Stout

DRS/mtz  
Enclosure

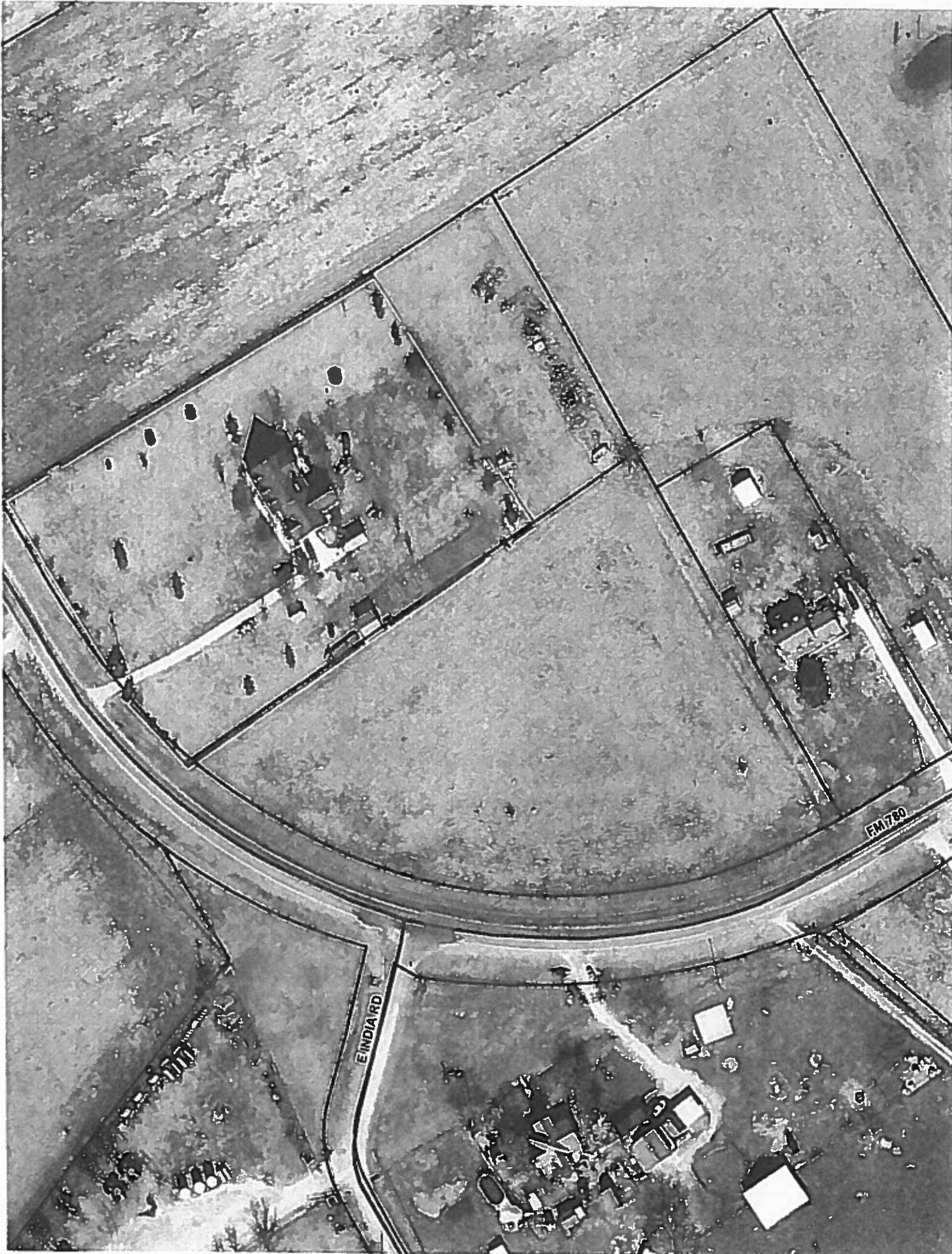
APPROVED AS TO CONTENT:



ANTHONY NAGLE, SR.



ANTHONY NAGLE, JR.





August 1, 2016

Mr. Tony Nagle

To whom it may concern:

This letter is confirming that Rockett SUD has infrastructure of a 4 inch water line along FM 780 in Ferris, Texas, across from Wickliffe Farms. The closest fire hydrant to property ID # 157451, is located approximately 2,500 feet to the West on Ten Mile Road. Please see attached map for reference.

Should you have any questions please feel free to contact our offices.

  
Robert Woodall  
Operations Manager  
Rockett SUD

2

1.2

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

That We, Jeffery R. Hess and Dawn M. Hess, 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 LOT 5 in BLOCK A of GREATHOUSE CIRCLE ESTATES, an Addition in Ellis County, Texas, according to the Plat thereof recorded in Cabinet H, Slide 589, Plat Records, Ellis County, Texas. (PRECT) and all of Lot 2A, according to the replat of GREATHOUSE CIRCLE ESTATES, recorded in Cabinet H, Slide 636 PRECT.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS.

That We, Jeffery R. Hess and Dawn M. Hess, do hereby adopt this plat designating the hereinabove described property as a Replat - Lot 5R and Lot 2AR, Block A of GREATHOUSE CIRCLE ESTATES, (Being a replat of Lots 5 and 2A, Block A of GREATHOUSE CIRCLE ESTATES) 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 easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 26th DAY OF July, 2016.

Jeffery R. Hess

Dawn M. Hess

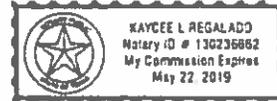
STATE OF TEXAS 6 COUNTY OF ELLIS 8

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jeffery R. Hess and Dawn M. Hess, Owners, 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 26th day of July, 2016.

Kaycee L Regalado Notary Public in and for the State of Texas

May 22 2019 My Commission Expires On.



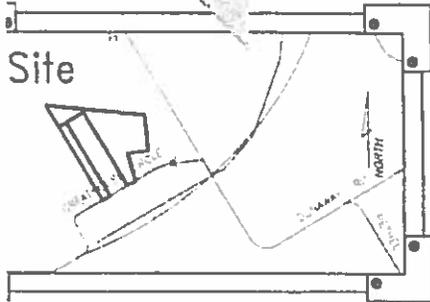
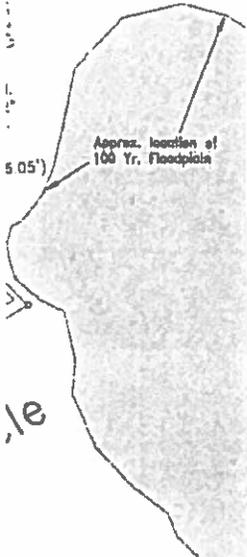
41.23 Acres Vol. 1631, Pg. 430 OPRECT



Scale 1" = 150'

Owner: Jeffery R. Hess and Dawn M. Hess 353 Greathouse Circle Waxahachie, Texas 75167 Phone: 513-383-1652

5.280 Acres Vol. 2599, Pg. 1802 OPRECT



LOCATION MAP SCALE : 1" = 2000'

Surveyor of the made on the ground, only marked on the



of Texas, on this n whose name is executed the same

116.

REPLAT LOT 2AR and LOT 5R, BLOCK A GREATHOUSE CIRCLE ESTATES Being a replat of Lots 5 and 2A, Block A creating lots 2AR and 5R, Block A of GREATHOUSE CIRCLE ESTATES Ellis County, Texas

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)

Drawn by: Kevin Huber Date July 18, 2016 Job no. 216-0366

1.2

84.686 Acres  
Part of 140.39 Acres  
Vol. 2231, Pg. 2160  
OPRECT

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

Part of 140.39 Acres  
Vol. 2231, Pg. 2160  
OPRECT

Call Table		
No.	Bearing	Distance
1.	S 19°37'56" E	98.84'
2.	S 58°33'33" W	86.48'
3.	S 59°31'55" W	67.90'
4.	S 59°35'21" E	150.04'
5.	S 59°31'57" W	195.92'
6.	S 59°32'12" W	149.96'
7.	N 59°32'12" E	149.96'
8.	S 59°26'40" W	150.00'

LEGEND	
O	- Property Corner Symbol
Fnd.	- Found
S.R.	- Steel Rod
S.P.	- Steel Pipe
U.E.	- Utility Easement
U.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 Easmt.

Part of  
140.39 Acres  
Vol. 2231,  
Pg. 2160  
OPRECT

5.031 Ac.  
Vol. 1987,  
Pg. 979  
OPRECT

Part of  
140.39 Acres  
Vol. 2231,  
Pg. 2160  
OPRECT

**NOTE: PROPERTY IS NOT IN THE  
EXTRA TERRITORIAL JURISDICTION  
(ETJ) OF ANY CITY.**

WALTER KEVIN DAVIS *W.K.D.*

**NOTE:**  
No 100 year floodplain  
per FEMA FIRM Map #  
48139C0325F  
Zone: X Unshaded

**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.

STATE OF TEXAS  
COUNTY OF ELLIS

Certificate of approval by the Commissioners Court of Ellis County, Texas:  
Approved this date, the \_\_\_\_\_ day of \_\_\_\_\_, 2015

Dennis Robinson  
Commissioner Precinct # 1

Paul Perry  
Commissioner Precinct # 3

County Judge, Carol Bush

Lone Grayson  
Commissioner Precinct # 7

Kyla Butler  
Commissioner Precinct # 4

This replat 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 DECLARATION**

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

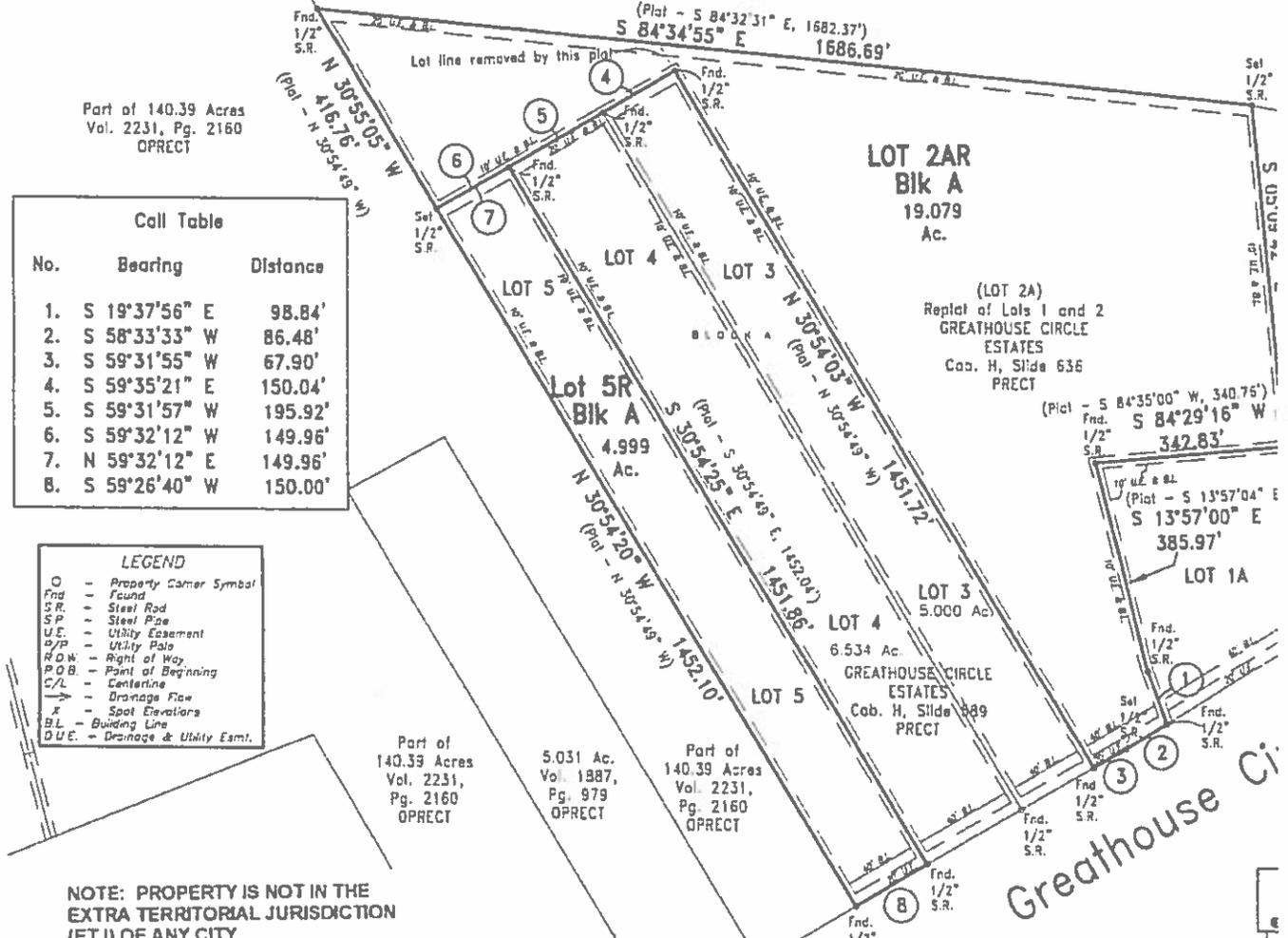
*Walter Kevin Davis*  
Walter Kevin Davis  
Texas Registration No. 4465

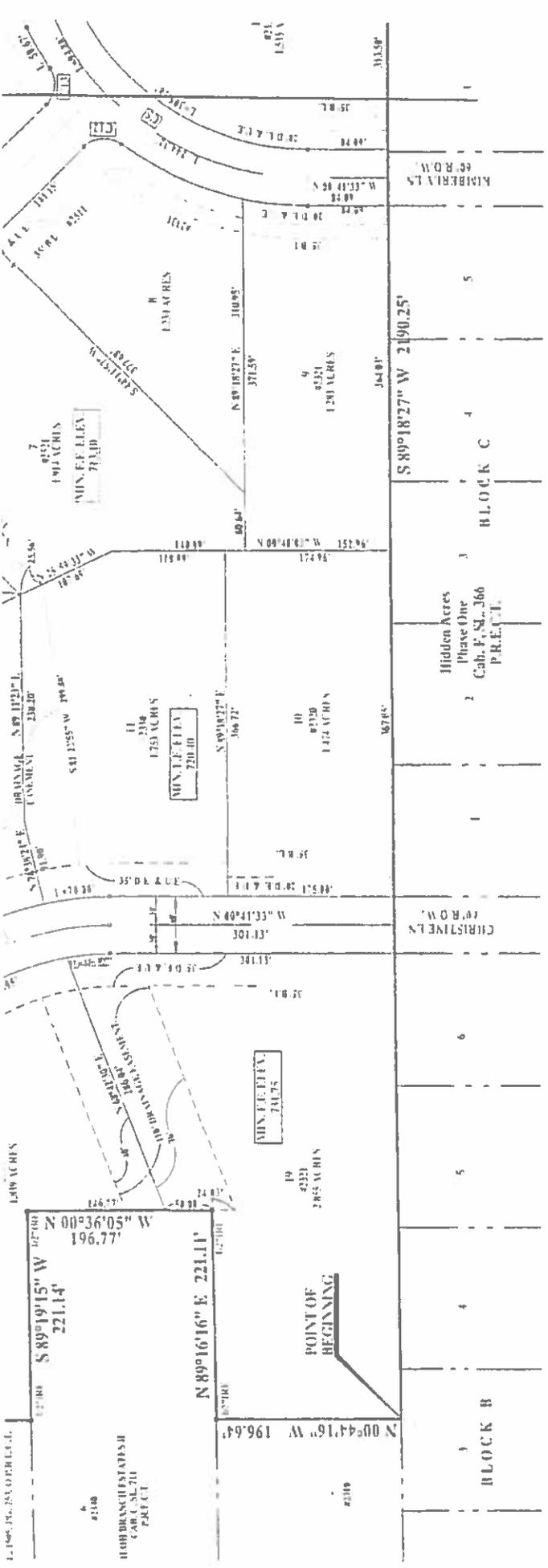
STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for the State of  
Texas, personally appeared Walter Kevin Davis, known to me to be the  
person subscribed to the foregoing instrument 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 this the \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for the  
State of Texas





**AMENDED  
FINAL PLAT**

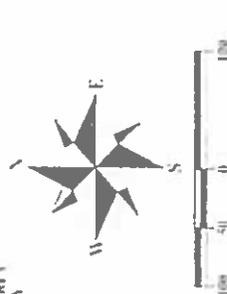
LOTS 13-19, BLOCK 1; LOTS 1-14, BLOCK 2;  
LOTS 1-15, BLOCK 3

**BRYSON SPRINGS, PHASE I**  
AN ADDITION TO ELLIS COUNTY, TEXAS AS RECORDED IN  
CABINET 1, PAGES 558-560, PLAT RECORDS AND BEING  
SITUATED IN THE J.S. BERRY SURVEY, ABSTRACT NO. 86,  
ELLIS COUNTY, TEXAS.

DATE: JULY 18, 2016

**LEGEND**

1	BOUNDARY
2	ADJACENT
3	ADJACENT
4	ADJACENT
5	ADJACENT
6	ADJACENT
7	ADJACENT
8	ADJACENT
9	ADJACENT
10	ADJACENT
11	ADJACENT
12	ADJACENT
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20	ADJACENT



**SURVEYOR'S CERTIFICATION**

I, JOHNNY W. WILLIAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HAVE PLANNED THE ABOVE SUBDIVISION FROM AN ACQUAINTANCE SURVEY ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY MADE BY ME.



JOHNNY W. WILLIAMS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 4818  
JULY 18, 2016  
RV REG. NO. 10135500

This plat is amending the recorded final plat for Bryson Springs as recorded in Cabinet 1, Pages 558-560, Plat Records, Ellis County, Texas.  
(Changes to the plat are:)  
1) Corrected the designation of the drainage easements along Lots 18 & 19, Block 1, Lots 8-7 & 11-12, Block 2; Lots 8, 13, Block 3.  
2) Added the 100 year flood plain per FEMA maps.  
3) Added Ellis County general notes.  
4) Added minimum finished floor elevations to Lots 1-5, Block 1.  
5) Revised Variable Width Drainage Easement.  
6) Revised 30' D.E. & C.E. to 15' D.E. & C.E. along certain R40W sections.

RECORDS FOR THIS SURVEY ARE BASED ON THE DRAWINGS AS THEY APPEAR IN THE ORIGINAL DEED RECORDS, ELLIS COUNTY, TEXAS.  
NOTES ON THE PROPERTY, DELETED IN THIS SURVEY, DO NOT APPLY WITHIN A 100 YEAR FLOOD ZONE AS THE FLOOD INSURANCE RATE MAP FOR ELLIS COUNTY, TEXAS, IS PAST ITS EFFECTIVE DATE OF JUNE 3, 2011.

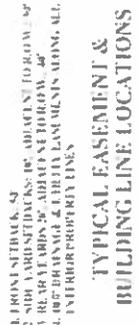
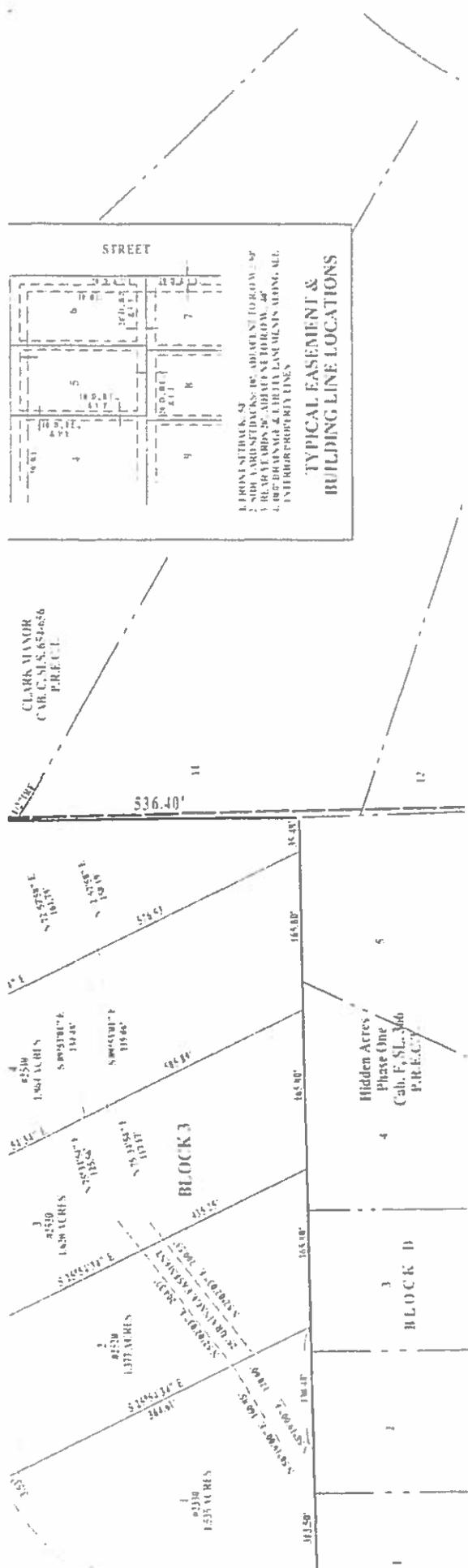
**OWNER**  
JHH PROPERTY  
ACQUISITION SERVICES, LLC.  
P.O. BOX 964  
MIDLOTHIAN, TX 76065  
CONTACT: MARK SULLIVAN

**ENGINEER**  
PAPE-DAWSON ENGINEERS  
3800 W. PLANO PKWY., STE. 2500  
PLANO, TX 75093  
(972) 428-0494  
CONTACT: CHRISTOPHER  
BEAVAN  
TRPE.DRAWING NO. 478

**SURVEYOR**  
WHITFIELD - HALL SURVEYORS  
REGISTERED PROFESSIONAL LAND SURVEYORS  
3549 W. ILLIAMS ROAD, SUITE 102  
FORT WORTH, TEXAS 76116  
(817) 568-2916  
CONTACT: JOHNNY WILLIAMS

3  
113

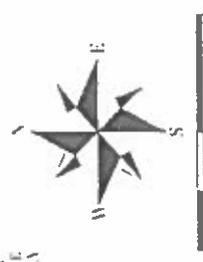




AMENDED  
**FINAL PLAT**  
 OF  
 LOTS 13-19, BLOCK 1; LOTS 1-14, BLOCK 2;  
 LOTS 1-15, BLOCK 3  
**BRYSON SPRINGS, PHASE I**  
 AN ADDITION TO ELLIS COUNTY, TEXAS AS RECORDED IN  
 CABINET 1, PAGES 558-560, PLAT RECORDS AND BEING  
 SITUATED IN THE J.S. BERRY SURVEY, ABSTRACT NO. 86,  
 ELLIS COUNTY, TEXAS.  
 DATE: JULY 18, 2016

LEGEND

1	BOUNDARY
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50	ADJACENT



ALL SETBACKS, ROOMS HAVE A  
 PLASTIC CAPSTAMPED "RPM-4818"  
 UNLESS OTHERWISE NOTED  
 APPROX. LOCATION OF 100 YR. FLOOD PLAIN

**SURVEYOR'S CERTIFICATION**  
 I, J. JOHNSON D.L. WILLIAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR  
 IN THE STATE OF TEXAS, HAVE PLATED THE ABOVE SURVEY FROM AN ACCURATE SURVEY OF THE  
 LANDS, AND THAT ALL CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE ARE PROPERLY  
 MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY MADE BY  
 ME.  
 J. JOHNSON D.L. WILLIAMS  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 AS REGISTERED NO. 4818  
 ELLIS COUNTY, TEXAS  
 JULY 18, 2016  
 U.S. FIRM REG. NO. 10138508

This plat is amending the recorded final plat for Bryson Springs as recorded in  
 Cabinet 1, Pages 558-560, Plat Records, Ellis County, Texas.  
 Changes in the plat are:  
 1) Corrected the designation of the drainage easements along Lots 18 & 19,  
 Block 1; Lots 6-7 & 11-12, Block 2; Lots 6-7, Block 3.  
 2) Added the 100 year flood plain per FEMA maps.  
 3) Added Ellis County general notes.  
 4) Added minimum finished floor elevations to Lots 1-5, Block 3.  
 5) Revised Variable Width Drainage Easement.  
 6) Revised 20' D.F. - S.U.E. to 15' D.F. - S.U.E. along certain ROW sections.

BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARINGS AS THEY APPEAR IN  
 PAGE 2478, RECORDED RECORDS, ELLIS COUNTY, TEXAS.  
 PORTION OF THE PROPERTY DEPICTED IN THIS SURVEY DOES LIE WITHIN A 100 YEAR FLOOD  
 IN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR ELLIS COUNTY, TEXAS.  
 FEDERAL PANEL NO. 4819C/06501, EFFECTIVE DATE 06/30/2013.

**OWNER**  
 JHI PROPERTY  
 ACQUISITION SERVICES, L.L.C.  
 P.O. BOX 841  
 MIDLAND, TX 79665  
 CONTACT: MARK SULLIVAN

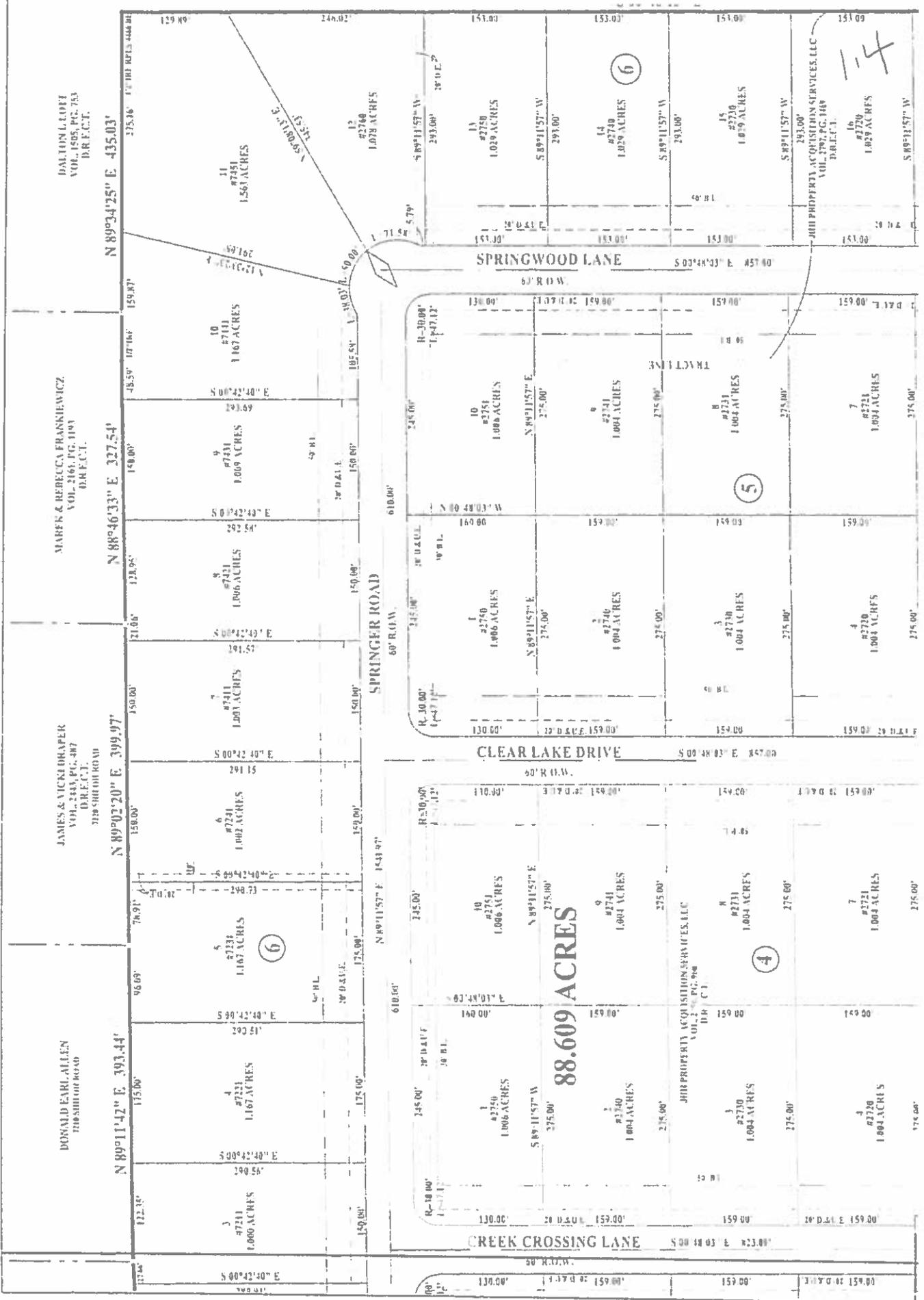
**ENGINEER**  
 PAPE-DAWSON ENGINEERS  
 5700 W. PLANO PARKWAY, STE. 3300  
 PLANO, TX 75093  
 (972) 208-8900  
 CONTACT: CHRISTOPHER  
 BRAYTON REG. NO. 179

**SURVEYOR**  
 WHITFIELD - HALL, SURVEYORS  
 REGISTERED PROFESSIONAL LAND SURVEYORS  
 3559 WILLIAMS ROAD, SUITE 107  
 FORT WORTH, TEXAS 76116  
 (817) 566-2916  
 CONTACT: JOHNSA WILLIAMS









DONALD EARL ALLEN  
710 SHILOH ROAD

N 89°11'42" E 393.44'

JAMES & VICKI DRAPER  
VOL. 244, PG. 487  
D.R.E.C.T.  
328 SHILOH ROAD

N 89°07'20" E 399.97'

MAREN & REBECCA FRANKIEWICZ  
VOL. 216, PG. 1193  
D.R.E.C.T.

N 88°46'33" E 327.54'

DALTON LLOYD  
VOL. 1505, PG. 753  
D.R.E.C.T.

N 89°34'25" E 435.03'

N 89°11'57" E 154.97'

SPRINGWOOD LANE  
60' R.O.W.

SPRINGWOOD LANE  
60' R.O.W.

SPRINGWOOD LANE  
60' R.O.W.

CREEK CROSSING LANE  
50' R.O.W.

CLEAR LAKE DRIVE  
60' R.O.W.

88.609 ACRES

JHI PROPERTY ACQUISITION SERVICES, LLC  
VOL. 270, PG. 908  
D.R.E.C.T.

JHI PROPERTY ACQUISITION SERVICES, LLC  
VOL. 270, PG. 1149  
D.R.E.C.T.

114

11  
#7351  
1.561 ACRES

10  
#7111  
1.167 ACRES

9  
#7311  
1.009 ACRES

8  
#7211  
1.006 ACRES

7  
#7311  
1.003 ACRES

6  
#7231  
1.002 ACRES

5  
#7231  
1.167 ACRES

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#7311  
1.167 ACRES

3  
#7211  
1.000 ACRES

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#7311  
1.000 ACRES

1  
#7351  
1.029 ACRES

14  
#2730  
1.029 ACRES

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1.079 ACRES

16  
#2770  
1.029 ACRES

7  
#7211  
1.004 ACRES

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1.004 ACRES

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1.004 ACRES

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#7740  
1.004 ACRES

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1.006 ACRES

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1.006 ACRES

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1.004 ACRES

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1.029 ACRES

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1.029 ACRES

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September 2, 2016

Re: 434 Tightwad Rd

Attn: Ellis County commissioner's court

We are requesting a one-time variance from Ellis County Rules and Regulations be granted to 434 Tightwad Rd: as it relates to the requirement of 150' of county road frontage, per resident at the location of 434 Tightwad Rd, Robert and Paula Briggs, Pct 3.

- 434 Tightwad Rd currently has a permanent easement to Tightwad Rd, which is detailed on a survey that has been filed with the Ellis County records department.
- 434 Tightwad Rd has been assigned a current 911 address. There have been two prior residences at 434 Tightwad Road, per prior resident Crystal Hughes. Both of which, had a septic system.
- 434 Tightwad Rd was advertised / listed by Keller Williams Realtor, CaCe Brewster, as "build your dream home" acreage, which is the only reason we purchased the property. We have invested over \$125,000.00 cash in this property and building supplies for a new home. We plan to build a custom home with swimming pool, while updating the current septic system, per county specifications.
- A one-time variance was granted on September 24, 2012 to Corbin & Mindy Schwaims, at 249 Tightwad Rd. 249 Tightwad Rd has no county road frontage. A new home was built and finished in 2013. Additionally, a new septic system was installed, as the old system was failing.

See department of Ellis County commissioner minutes:

**MINUTE ORDER NO 265.12**

"GRANTING A ONE-TIME VARIANCE AS IT RELATES TO THE REQUIRMENT OF 150' OF COUNTY ROAD FRONTAGE PER RESIDENT A THE LOCATION OF 249 TIGHTWAD ROAD, MAYPEARL, CORBIN AND MINDY SCHWAIM, PCT. 3

Motion by Commissioner Sims, second by commissioner Dodson, carries unanimously"

- Discovered, via conversation with Tightwad Rd resident Dusty Graf, that a new aerobic septic system was installed at his property around 2007 /2008. Additionally, a new septic system was installed for Tightwad Road resident Manny Valdez in the last 24 months.

We are requesting to be placed on the September 13, 2016 Commissioner Court agenda.

Thank you,

Robert Briggs & Paula Briggs

Robert: 214-405-5138

Email: [robert@briggscompany.com](mailto:robert@briggscompany.com)

Paula: 214-405-8266

Email: [plbriggs10@gmail.com](mailto:plbriggs10@gmail.com)



1.10



1.10



**TERRY L. NAY**  
Constable  
Precinct 2

---

701 S. I-35E • Waxahachie, TX 75165 • Office (972) 825-5027 • Fax (972) 825-5029  
E-mail: [terry.nay@co.ellis.tx.us](mailto:terry.nay@co.ellis.tx.us) • Web: [www.elliscountyconstable.com](http://www.elliscountyconstable.com)

**Wednesday, August 24, 2016**

**Ellis County Purchasing Department**

**Jodi Platt, Purchasing Agent**

**Cc: Carlos Delgado, Ellis County Inventory Clerk**

**RE: Retirement of (1) 2009 Dodge Charger Patrol Vehicle**

**Jodi,**

The above listed patrol vehicle is being returned to the Ellis County Purchasing Department for asset reassignment and/or auction.

As Constable, I feel this vehicle is no longer safe or regularly dependable for emergency response and our daily operations. This vehicle has high mileage, an extremely high amount of idling operational hours, and 6 years for extensive traffic enforcement use. The vehicle MAY however have some useful life for other Non-Emergency uses within Ellis County. It is my hope that retiring the vehicle before it is completely useless will benefit some other county department where it may be put to good "non-emergency" use for at least a year or two more. Due to its age, high running hours combined with higher mileage, and extensive previous traffic enforcement use, it is simply a major liability and safety concern for continued use by this department.

Though not yet provided, this office has requested a new replacement emergency vehicle for the past consecutive 9 budget cycles. This will leave my office with only the one 2012 Used Tahoe we purchased in 2013 from forfeiture funds, which is assigned to Chief Deputy Elliott and a very aged and marginal 2006 Dodge Durango which also needs to be retired very soon.

Please let me know when and where we need to transfer this asset to your department and remove the asset from our insured list. Red and Blue Emergency lights, 2-way Radio and Department decals have been removed from vehicle and retained by this office for possible future use.

Thank You,



Constable Terry L. Nay

RB-2016-013

Pavement Rehabilitation and Resurfacing Services

Contract Term: September 14, 2016 to September 13, 2016

Two(2) one(1) year renewals

Heritage Asphalt Company, LLC

Description	Price
Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay	\$ 18.00 / Square Yard
2" Overlay - Only	\$ 12.00 / Square Yard
Cement Stabilization – 24 lbs. per square yard - Only	\$ 8.00 / Square Yard

APAC-Texas

Description	Price
Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay	\$ 19.87 / Square Yard
2" Overlay - Only	\$ 12.05 / Square Yard
Cement Stabilization – 24 lbs. per square yard - Only	\$ 7.82 / Square Yard

Heritage Asphalt Company, LLC

608 Henrietta Creek Rd.

Roanoke, TX 76262

Russell Linsley, General Manager

[rl@heritagehmal.com](mailto:rl@heritagehmal.com)

817-293-4263

817-293-5065 Fax

APAC-Texas

2121 Irving Blvd.

Dallas, TX 75207

James Connor, Estimating Manager

[james.connor@apac.com](mailto:james.connor@apac.com)

214-741-3531

2.2

2.6



## COUNTY OF ELLIS

### *Purchasing*

*Jodi Platt, Purchasing Agent  
101 W. Main Street, Suite 203  
Waxahachie, Texas 75165  
972-825-5117*

---

**Bid Number RFP-2015-002**

**Contract for the Embankment  
and Approach Repair of  
Bardwell Dam Road Bridge  
Ellis County, Texas**

**Bids due by: 10:00am, Friday, November 13, 2015**

**Vendor Name:** Hunter Excavation

**Mandatory Pre-Bid Meeting:  
Tuesday, November 3, 2015  
10:00am**

**Location for Pre-Bid Meeting:**

East embankment of Bardwell Dam Road Bridge located immediately downstream of the discharge of Lake Bardwell in Precinct 2 near Ennis in Ellis County. Road access is gained from Observation Drive near the Corp of Engineer's office

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<b>Evaluation Criteria</b>	<b>Page 13</b>
<b>Specifications</b>	<b>Page 14</b>
 <b>Bid Forms Section</b>	
<b>Vendor Reference Form</b>	<b>Page 16</b>
<b>Vendor Disclosure Form</b>	<b>Pages 17–18</b>
<b>Proposal Signature Form</b>	<b>Page 19</b>
<b>MWBE Form</b>	<b>Page 20</b>
<b>Sample Contract</b>	<b>Pages 21-22</b>

## **Bid Instructions**

1. Bids will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165
2. Carefully read all portions of the bid package and fill out all forms completely.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All bids must be sealed when returned to Ellis County.
6. Bid Number must be noted on the outside of sealed return envelope.
7. Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Bid except for questions concerning the Bid by Respondents directed through Jodi Platt, Ellis County Purchasing Agent by email to [jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us) Failure to comply with this guideline will result in immediate disqualification from the bid process.
8. **LATE BIDS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. BID NUMBER MUST BE PLACED ON OUTSIDE OF RETURN ENVELOPE. CONTRACT PAGE MUST BE SIGNED. FAILURE TO DO SO COULD RESULT IN DISQUALIFICATION.**
9. **BIDDERS MUST RETURN FOUR (4) ORIGINAL SETS WITH SIGNATURES OF SEALED BIDS TO:**  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. Pre-Proposal meeting is mandatory if you are submitting a proposal.
11. All questions submitted in writing to Jodi Platt, Ellis County Purchasing Agent, must be received and acknowledged by Thursday, November 5, 2015. Responses will be posted on the Ellis County website as an addendum to proposal by Tuesday, November 10, 2015.

### **Standard Terms & Conditions**

**Ellis County is requesting proposal for Embankment and Approach Repair of Bardwell Dam Road Bridge. All proposals must be submitted on the attached proposal forms. Proposals are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document. By returning this proposal with price(s) quoted, vendors (hereinafter, the "Respondent") certify and agree to the following:**

- 1. All delivery and freight charges are to be included, on the basis of deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in bid document.**
- 2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;**
  - B. name and address of receiving department;**
  - C. Ellis County, Texas purchase order number;**
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).****
- 3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.**
- 4. Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.**
- 5. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Ellis County of the proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Ellis County may be entitled by law or in equity, or elsewhere under this proposal or the Contract, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this Contract shall cease upon the date specified in such notice. Ellis County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.**
- 6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.**

7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the bid sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the bid sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
10. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
  - A. Have adequate financial resources, or the ability to obtain such resources as required.
  - B. Be able to comply with any required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive the award.
11. The proposal award shall be based on, but not necessarily limited to, the following factors:
  - A. unit price
  - B. total bid price
  - C. delivery date
  - D. results of checking samples
  - E. any special needs and requirements
  - F. Ellis County's experience with the products bid
  - G. Vendor's past performance record with Ellis County
  - H. Vendor's safety record
  - I. Ellis County's evaluation of the vendor's ability

**\*See bid specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors as primary, secondary and tertiary award winners.

12. Invoices shall be sent to Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165. Invoices must detail the materials/equipment/services delivered and must reference the Ellis County Purchase Order Number or Bid Number. Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor

payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

13. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
14. Only the Commissioners Court of Ellis County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
15. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
16. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
17. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
18. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
19. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
20. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.

21. **The parties herein agree that this Contract shall be enforceable in Ellis County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Ellis County, Texas.**
22. **The Contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.**
23. **Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas. In the event appropriations for funding of the Contract are not approved by and through the Commissioners Court, the contract shall terminate. Ellis County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the purchasing agent. Thereupon, Ellis County will be released from its obligation to make further payments.**
24. **Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Bid prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.**
25. **Ellis County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.**
26. **In case any one or more of the provisions contained in this Contract 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 thereof and this Contract shall be considered as if such had never been contained herein.**
27. **Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.**
28. **The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.**
29. **Insurance Requirements -- In the event that "Insurance Requirements" have been specified in the bid documents, the County may require the following insurance coverage for Respondent's doing business with Ellis County.**

- A. Workers compensation insurance with \$500,000 employer liability limits under Coverage B (no deductible)
  - B. General liability with limits of \$1,000,000 per occurrence/aggregate, including products and completed operations coverage
  - C. Auto liability limits \$1,000,000
  - D. County named as "additional insured" not "additional named insured"
  - E. Deductible shall be \$5,000 or less on each of the above listed coverage
30. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject Contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.
31. Ellis County reserves the right to terminate the Contract at any time, without cause, upon sixty (60) days written notice to Respondent. Upon termination, Ellis County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
32. After the expiration of the first one (6) month period of the contract's term, this contract may be terminated by the Respondent at any time, without cause, upon no less than sixty (60) days written notice, delivered by certified mail or in person, to Ellis County Purchasing Director at 101 West Main, Suite 203, Waxahachie, Texas 75165
33. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFQ is for the execution of a public work, the following shall apply:
- 33.1 In accordance with Texas Government Code 2253.021, a governmental agency that makes a public work Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the Entities a Payment Bond if the Contract is in excess of \$50,000.00. Such bond shall be in the amount of the Contract payable to the Entities and must be executed by a corporate surety in accordance with Texas law.
- 33.2 In accordance with Texas Government Code 2253.021, a governmental agency that makes a public work Contract with a prime Contractor shall require the Contractor, before beginning

work, to execute to the Entities a Performance Bond if the Contract is in excess of \$1,000,000. Such bond shall be in the amount of the Contract payable to the Entities and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.

34. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.
35. Respondents must agree to provide the following information as part of this bid:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the bid until the rejection or award of the Contract.
  - E. Current fiscal year-end and year-to-date financial statements.
36. Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge, Commissioners and the County Engineer/Road Administrator concerning this Bid except for questions concerning the Bid by Respondents directed through Jodi Platt, Ellis County Purchasing Agent by email to [jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us). Failure to comply with this guideline will result in immediate disqualification from the bid process.

37. **Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary vendors, to reject materials/bids not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Bids may be rejected, among other reasons, for any of the following specific reasons:**
1. **Proposals received after the time limit set for receiving bids.**
  2. **Proposals containing irregularities.**
  3. **Unbalanced value of items.**
38. **Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:**
1. **Reason for believing collusion exists among Bidders,**
  2. **Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.**
  3. **The Bidder being interested in any litigation against the County.**
  4. **The Bidder being in arrears on any existing contract or having defaulted on a previous contract.**
  5. **Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.**
  6. **Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.**
  7. **Bidders shall not owe delinquent property tax in Ellis County.**
39. **Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented herein shall rest solely with the Proposer/Bidder. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Bidder to determine the full extent of the exposures.**
40. **Hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, closed from 12:00 p.m. to 1:00p.m. for lunch. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.**
41. **The Contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by the Entity(ies) of product(s) and/or service(s), Contract expires or is terminated by either party with ninety (90) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. The Entities reserve the right to terminate the Contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules or otherwise perform in accordance with the specifications. Breach of Contract or default authorizes the Entities to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.**

- 42. The Contract will be governed by the laws of the State of Texas. Should any portion of the Contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the Contract shall remain in effect. The Contract is performable in Ellis County, Texas.**
  
- 43. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.**
  
- 44. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the County Purchasing Agent. Failure to do so may result in terminating this Contract for default.**

## **Evaluation Criteria**

**Evaluation criteria shall include, but is not limited to the following:**

- **Representative must attend pre-bid meeting at project location**
- **List of proposed equipment for each phase of construction**
- **Type and source of proposed fill material**
- **Proposed procedure for each phase of construction**
- **Number of working days and overall length of project**
- **Name and qualifications of superintendent or foreman for project**
- **Estimated total equipment and labor hours**
- **Total Price**

**Quantities indicated on the bid proposal forms are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.**

**Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is bidding item specified. Successful vendor will not be allowed to make unauthorized substitutions after award.**

## **IV. & V Specifications**

### **Embankment and Approach Repair of Bardwell Dam Road Bridge Ellis County, Texas**

**Project Necessity:** Discharge water from the emergency spillway channel of Lake Bardwell eroded a large cavity under the east abutment of the Bardwell Dam Road Bridge. The stone rip-rap armament and soil embankment was washed away. The structure of the bridge was not damaged.

**Project Location:** East embankment of Bardwell Dam Road Bridge located immediately downstream of the discharge of Lake Bardwell in Precinct 2 near Ennis in Ellis County. Road access is gained from Observation Drive near the Corp of Engineer's office.

**Project Scope:** The project shall consist of filling and compacting the eroded void below the bridge and under the road approach. The area shall be graded to match existing adjacent contours and then have stone rip-rap placed on the slopes.

**Project Note:** This project Ellis County will be partnering with Federal Emergency Management Agency (FEMA) in order to receive partial funding for this project.

#### **Project Details:**

- Two lane concrete bridge with steel piling bents and abutments. No headwalls
- Remove trees and excavate ramp as necessary to provide equipment access below bridge while minimizing disturbance to undamaged slopes
- All construction activity should be accomplished from the downstream side of the bridge if possible.
- Construction must be accomplished without damage to bridge
- Remove debris and failed concrete slope protection
- Provide suitable fill material from outside sources for void and road approach
- Properly compact all fill material
- Grade to match existing adjacent contours
- Provide non-woven geotextile fabric ( Mirafi N-Series 16 ounce or equal) for placement under stone rip-rap
- Load, transport and place 24 inch stone rip-rap from adjacent stockpile
- Rip-rap must be uniformly placed with a minimum of damage to fabric
- All construction activities shall be performed in a workmanship like manner meeting accepted industry standards. A geotechnical engineering consultant will be on site periodically to assure quality. The need for routine sampling is not anticipated.

# **Bid Forms Section**

## Vendor Reference Form

### Respondent Information (must be complete)

Firm/Bidder: Hunter Excavation Inc  
By: Randall Arnett Operations Manager  
Authorized Agent Title

Address: 1400 Jack McKay Blvd  
Street address and/or P.O. Box

Address: Ennis TX 75119  
City State Zip code

Phone: 972-878-2573 Fax: 972-875-1306 Email: hunterexcavation@sbcglobal.net

Project Contact: Randall Arnett

Phone: 972-878-2573 Fax: 972-875-1306 Email: hunterexcavation@sbcglobal.net

### References

List companies or governmental agencies where these services have been provided.

1. Company: Trac Works  
Address: 104 Creechville Rd Ennis, TX Phone#: 972-878-2232  
Contact person: Todd Krueger Title: Chief Estimator (Ennis Division)
2. Company: Lone Star Rail Road  
Address: 4201 S I 45 Ennis, TX Phone#: 972-878-9500  
Contact person: Josh Newman Title: Owner
3. Company: Ennis Power  
Address: 4001 W Ennis Ave Ennis, TX Phone#: 972-875-2993  
Contact person: Linda Rasco Title: Accounts Payable/Receivable

## Vendor Disclosure Form

**This form is a requirement and must be completely filled out in order to be considered for award.**

### **I. Personal Conflicts of Interest**

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No   X  

If your answer is "yes", please describe the nature of the relationship.

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b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No   X  

If your answer is "yes" please describe the nature of the relationship.

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c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No   X  

If your answer is "yes" please explain in full.

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### **II. Company or Business Conflicts of Interest**

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No   X  

If your answer is "yes", please describe the nature of the relationship.

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b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No   X

If your answer is "yes", please describe the nature of the relationship.

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- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No X

If your answer is "yes" please explain in full.

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- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No X

If your answer is "yes", please describe the nature of the relationship.

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- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No X

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**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

Hunder Excavation  
Name of Company

David Hunder President  
Name and Title of Officer (Print)

[Signature]  
Name and Title of Officer (Signature)

## Proposal Signature Form

The undersigned agrees this bid becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be sixty (60) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Ellis County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Ellis County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Corn. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this bid packet including the specifications and all terms and conditions including any attachments contained in this bid package.

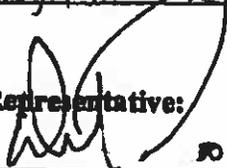
The information provided in this proposal, in response to Ellis County, Texas' Request for Proposal No. RFP-2015-002 (ALL Sections inclusive), is true and correct and Respondent agrees to abide by all requirements therein.

Name and address of company:

Name: Hunter Excavation Inc

Address: 1400 Jack McKey Blvd  
Ennis, TX 75119

Authorized Representative:

Signature: 

Printed name: David Hunter

Title: President



**CONTRACT  
(SAMPLE)**

**Embankment and Approach Repair of  
Bardwell Dam Road Bridge  
Ellis County, Texas**

**STATE OF TEXAS}  
COUNTY OF ELLIS}**

Agenda Item# \_\_\_\_\_  
Date: \_\_\_\_\_

**WHEREAS**, The bid package RFP-2015-002 including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to \_\_\_\_\_, for RFP-2015-002 in quantities and at prices as set forth in the bid package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with bid package RFP-2015-002 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

**Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

**Prior Agreements Superseded**

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for **Embankment and Approach Repair of Bardwell Dam Road Bridge Ellis County, Texas** shall be for the period from (To Be Determined) and expiring on (To Be Determined)

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

**Date signed:** \_\_\_\_\_

**VENDOR**

**ELLIS COUNTY**

By:     SAMPLE      
**Authorized Agent**

By:     SAMPLE      
**Carol Bush, County Judge**  
**Ellis County, Texas**

**Joseph A. White, P.E.**

**Ellis County Engineer**  
**109 S. Jackson Waxahatchie, Texas 75165**  
E-mail [Joe.White@ec-e.org](mailto:Joe.White@ec-e.org)  
Fax 972-825-5044

**972-825-5111**

**October 27, 2015**

**Embankment and Approach Repair  
Of  
Bardwell Dam Road Bridge  
Precinct 3  
Ellis County, Texas**

**Project Necessity:** Discharge water from the emergency spillway channel of Lake Bardwell eroded a large cavity under the east abutment of the Bardwell Dam Road Bridge. The stone rip-rap armament and soil embankment was washed away. The structure of the bridge was not damaged.

**Project Location:** East embankment of Bardwell Dam Road Bridge located immediately downstream of the discharge of Lake Bardwell in Precinct 2 near Ennis in Ellis County. Road access is gained from Observation Drive near the Corp of Engineer's office.

**Project Scope:** The project shall consist of filling and compacting the eroded void below the bridge and under the road approach. The area shall be graded to match existing adjacent contours and then have stone rip-rap placed on the slopes.

**Project Details:**

- Two lane concrete bridge with steel piling bents and abutments. No headwalls
- Remove trees and excavate ramp as necessary to provide equipment access below bridge while minimizing disturbance to undamaged slopes
- All construction activity should be accomplished from the downstream side of the bridge if possible.
- Construction must be accomplished without damage to bridge
- Remove debris and failed concrete slope protection
- Provide suitable fill material from outside sources for void and road approach
- Properly compact all fill material
- Grade to match existing adjacent contours
- Provide non-woven geotextile fabric ( Mirafix N-Series 16 ounce or equal) for placement under stone rip-rap
- Load, transport and place 24 inch stone rip-rap from adjacent stockpile
- Rip-rap must be uniformly placed with a minimum of damage to fabric
- All construction activities shall be performed in a workmanship like manner meeting accepted industry standards. An independent geotechnical engineering consultant hired by Ellis County will be on site periodically to assure quality. The need for routine sampling is not anticipated.

**Contractor Requirements:**

- Representative must attend pre-bid meeting at project location
- List of proposed equipment for each phase of construction
- Type and source of proposed fill material
- Proposed procedure for each phase of construction
- Number of working days and overall length of project
- Name and qualifications of superintendent or foreman for project
- Estimated total equipment and labor hours
- Total Price

\*This document is intended to be incorporated into an Ellis County Purchasing Document.



Joseph A. West  
10/27/2015

**ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES // DECEMBER 8, 2015**

A REGULAR MEETING OF THE ELLIS COUNTY COMMISSIONERS' COURT WAS HELD ON TUESDAY, DECEMBER 8, 2015 AT 2:00 A.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS' COURTROOM, 101 WEST MAIN STREET (2<sup>ND</sup> FLOOR), WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED TO WIT:

**COUNTY JUDGE:**

JUDGE CAROL BUSH

**COMMISSIONERS:**

DENNIS ROBINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

**COUNTY CLERK:**

TINA CHAMBERS, CHIEF DEPUTY

**ASSISTANT COUNTY ATTORNEYS:**

VANCE HINDS

RAY RICE

**OPENING COURT**

THE COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARE NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION BY COMMISSIONER GRAYSON, SECONDED BY COMMISSIONER ROBINSON TO OPEN COURT CARRIES UNANIMOUSLY

INVOCATION AND PLEDGE OF ALLEGIANCE - COMMISSIONER DENNIS ROBINSON

**PUBLIC COMMENT\***- Members of the public will have the opportunity to make their comments at the time the agenda item is being addressed.

**MINUTE ORDER NO. 456.15      APPROVING CONSENT AGENDA**

**ADMINISTRATIVE:**

- A1      APPROVAL OF REGULAR BILLS, PAYROLL, AND OFFICERS' REPORTS
- A2      SETTING NEW SALARY FOR HUMAN RESOURCES DIRECTOR TO \$85,000.00 AND AUTHORIZING RECOMMENDED BUDGET AMENDMENT.
- A3      SETTING NEW SALARY FOR FIRE MARSHAL TO \$70,000.00 AND AUTHORIZING RECOMMENDED BUDGET AMENDMENT.
- A4      ACCEPT THE RESIGNATION OF JOE WILLIAMSON FROM EMERGENCY SERVICES #6 BOARD.
- A5      TO APPOINT JUDGE GENE CALVERT AS A MEMBER TO THE ELLIS COUNTY BAIL BOND BOARD IN THE SLOT STATUTORILY DESIGNATED FOR A JUDGE OF A COUNTY COURT OR COUNTY COURT AT LAW IN THE COUNTY HAVING JURISDICTION OVER CRIMINAL MATTERS AND DESIGNATED BY THE COMMISSIONERS COURT, TO SERVE FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016. - CAROL BUSH, COUNTY JUDGE
- A6      TO APPOINT SARA GARCIA AS A MEMBER TO THE ELLIS COUNTY BAIL BOND BOARD IN THE SLOT STATUTORILY DESIGNATED FOR THE COUNTY JUDGE, A MEMBER OF THE COMMISSIONERS COURT DESIGNATED BY THE COUNTY JUDGE DESIGNEE APPROVED BY THE COMMISSIONERS COURT, TO SERVE FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016. - CAROL BUSH, ELLIS COUNTY JUDGE
- A7      APPOINT CLYDE MELICK TO NTTA ADVISORY BOARD.

**A8 ACCEPT AND APPROVE MINUTES OF THE COMMISSIONERS COURT FOR: JULY 27, 2015, JULY 31, 2015;  
AUGUST 10, 2015, - CANDY POLLEY, COUNTY CLERK**

**Financial:**

- F1 From 011-0704-30302 Fund Balance \$18,000.00 To 011-0704-50911 Gravel \$18,000.00. – Paul Perry, Commissioner, Pct. 3**
- F2 From 011-0704-30302 Fund Balance \$6,000.00 To 011-0704-50906 Culvert \$6,000.00. – Paul Perry, Commissioner, Pct. 3**
- F3 From 001-0140-50560 Staffing/Compensatory/Fringe \$14,211.00 To 001-0425-50502 Salaries \$12,000.00, 001-0425-50553 FICA/SS \$918.00, 001-0425-50554 Retirement \$1,293.00.**
- F4 From 001-0210-40964 Contracting Elections \$4,766.29, 001-0000-30302 Fund Balance \$5,233.71 To 001-0210-50801 Supplies \$10,000.00. – Bruce Sherbet, Elections Administrator**
- F5 Approve refund of overpayment to the following account for payment in error:**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Amount Due</u>
Lawyers Title Company	187480	\$5,208.04
Amy Louis and Donna	221969	\$3,512.31

**MOTION TO APPROVE CONSENT AGENDA BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER CARRIES UNANIMOUSLY**

**PURCHASING**

**Consideration and action as MAY BE APPROPRIATE REGARDING THE FOLLOWING MATTERS:**

**MINUTE ORDER NO. 457.15 AUTHORIZING COUNTY JUDGE TO SIGN LEASE AGREEMENT WITH XEROX FOR A MULTIPURPOSE COPY MACHINE FOR ELECTIONS.**

**MOTION BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER GRAYSON TO APPROVE CARRIES UNANIMOUSLY**

**MINUTE ORDER NO. 458.15 APPROVING RECOMMENDATION OF HUNTER EXCAVATION FOR RFP-2015-002 EMBANKMENT AND APPROACH REPAIR OF BARDWELL DAM ROAD BRIDGE AT COST OF \$104,388.80**

**Motion by Commissioner Grayson, second by Commissioner Perry carries unanimously**

**MINUTE ORDER NO. 459.15 DECLARING 2000 DODGE RAM 1500 TRUCK, VIN 1B7HC16Y71S738476 FROM ROAD AND BRIDGE PCT. 2 AS SURPLUS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL GOVERNMENT CODE.**

**MOTION BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER ROBINSON CARRIES UNANIMOUSLY**

**MINUTE ORDER NO. 460.15 APPROVAL OF A WEEKLY RENTAL FROM KIRBY SMITH FOR A GRADALL XL3100 EXCAVATOR FOR ROAD AND BRIDGE PRECINCT 3, IN ACCORDANCE WITH LOCAL GOVERNMENT CODE. ON EMERGENCY BASIS IN THE AMOUNT OF \$3,718.33 PLUS TAX**

**MOTION BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER CARRIES UNANIMOUSLY**

**ADMINISTRATIVE**

**CONSIDERATION AND ACTION AS MAY BE APPROPRIATE REGARDING THE FOLLOWING MATTERS:**

**MINUTE ORDER NO. 461.15 APPOINTING TIM BIRDWELL AS ELLIS COUNTY FIRE MARSHAL FOR A 2 YEAR TERM BEGINNING DECEMBER 14, 2015.**

**MOTION BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY**

**NO ACTION 3.2 BURN BAN ORDER FOR ELLIS COUNTY.**

MINUTE ORDER NO. 462.15 APPROVING RESOLUTION TO SPLIT VOTES BETWEEN TOMMY HAMILTON AND JOE PITTS CASTING 455 VOTES TO EACH CANDIDATE FOR ELECTION OF DIRECTORS FOR THE ELLIS APPRAISAL DISTRICT FOR THE YEARS 2016-2017.

MOTION BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER ROBINSON CARRIES UNANIMOUSLY

MINUTE ORDER NO. 463.15 DESIGNATING KYLE BUTLER AS EPPC (EMERGENCY PREPAREDNESS PLANNING COMMITTEE) REPRESENTATIVE. — *STEPHANIE PARKER, EMERGENCY MANAGEMENT COORDINATOR*

MOTION BY COMMISSIONER ROBINSON, SECOND BY COMMISSIONER GRAYSON CARRIES UNANIMOUSLY

MINUTE ORDER NO. 464.15 DESIGNATING LANE GRAYSON PUBLIC WORKS EMERGENCY RESPONSE TEAM REPRESENTATIVE. — *STEPHANIE PARKER, EMERGENCY MANAGEMENT COORDINATOR*

MOTION BY COMMISSIONER PERRY, SECOND BY COMMISSIONER ROBINSON CARRIES UNANIMOUSLY

MINUTE ORDER NO. 465.15 APPROVING PROPOSAL FOR RETENSIONING THE GUY WIRES ON THE ENNIS RADIO TOWER. — *JOE WHITE, ENGINEER (5-10 YEARS BEFORE NECESSARY AGAIN)*

MOTION BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY

NO EXECUTIVE SESSION

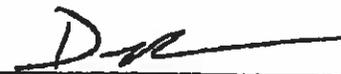
**ADJOURNMENT**

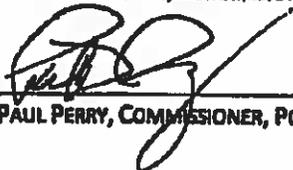
MOTION BY COMMISSIONER PERRY, SECOND BY COMMISSIONER PERRY CARRIES UNANIMOUSLY 2:20 PM

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT REGULAR MEETING OF DECEMBER 8, 2015 ARE HEREBY APPROVED.

PRESIDING OFFICER:

  
\_\_\_\_\_  
CAROL BUSH, COUNTY JUDGE

  
\_\_\_\_\_  
DENNIS ROBINSON, COMMISSIONER, PCT 1

  
\_\_\_\_\_  
PAUL PERRY, COMMISSIONER, PCT 3

  
\_\_\_\_\_  
LANE GRAYSON, COMMISSIONER, PCT 2

  
\_\_\_\_\_  
KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS FEBRUARY 9, 2016

  
\_\_\_\_\_  
CINDY POLLEY, COUNTY CLERK





Ennis, Texas 75119 • (972) 878-2573 • Fax (972) 875-1306

November 12, 2018  
Quote # 131

**Embankment and Approach Repair  
of  
Burdwell Dam Road Bridge  
Precinct 3  
Ellis County, Texas**

**RE: Bridge Repair Burdwell Dam Rd.**

The following is our proposal for the work at the above referenced project. Furnish all labor, equipment and materials to complete work listed below:

- |   |             |
|---|-------------|
| 1.) Remove guard rail on South side of road.  | \$100.00    |
| 2.) Remove approximately 2 trees for needed access. Dispose of offsite.                   | \$8,472.00  |
| 3.) Excavate ramp for access below bridge.  | \$548.00    |
| 4.) Remove concrete below bridge. Dispose of offsite.                                     | \$2,118.00  |
| 5.) Import fill as needed to backfill under bridge.                                       | \$20,700.00 |
| 6.) Excavate at end of bridge to expose void.   | \$1,848.00  |
| 7.) Form behind pileage and fill void with flow fill.                                     | \$33,304.10 |
| 8.) Backfill road excavation with Crushed Concrete base.                                  | \$1,443.00  |
| 9.) Install 16 oz non woven geo Textile on repaired slopes on each side and under bridge. | \$2,267.50  |
| 10.) Transport and install stockpiled Rip Rap as needed to cover repaired slope.          | \$16,800.00 |
| 11.) Replace Guardrail  | \$3,332.00  |
| 12.) Replace Trees as required. Assume Trees to be 4" to 6" Oak Trees.                    | \$8,000.00  |
| 13.) Mobilization and Demobilization  | \$1,000.00  |

**Total: \$104,388.60**

We would like to take this opportunity to thank you for allowing us to bid on your upcoming project. Should you have any questions or need additional information, please do not hesitate to contact me.

**ALL QUOTES GOOD FOR 30 DAYS.**

Signed: *Randall Arnett*  
Hunter Excavation

**CONTRACT**

**Embankment and Approach Repair of  
Bardwell Dam Road Bridge  
Ellis County, Texas**

**STATE OF TEXAS}  
COUNTY OF ELLIS}**

Agenda Item# 2.2  
Date: December 8, 2015

**WHEREAS, The bid package RFP-2015-002 including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and**

**WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on December 8, 2015 award a contract to Huntz Excavation for RFP-2015-002 in quantities and at prices as set forth in the bid package; and**

**THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").**

**THAT IN ACCORDANCE with bid package RFP-2015-002 in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.**

**Texas Law to Apply**

**This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.**

**Prior Agreements Superseded**

**This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.**

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for Embankment and Approach Repair of Bardwell Dam Road Bridge Ellis County, Texas shall be for the period not to exceed one hundred and twenty (120) days from signature and Ellis County Commissioners Court approval.

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: 8/29/14

**VENDOR**

**ELLIS COUNTY**

By: [Signature]  
Authorized Agent

By: \_\_\_\_\_  
Carol Bush, County Judge  
Ellis County, Texas

## **PUBLIC NOTICE**

**ELLIS COUNTY PURCHASING AGENT, JODI PLATT, WILL DISTRIBUTE SPECIFICATIONS AND RECEIVE SEALED PROPOSALS IN THE PURCHASING DEPARTMENT 101 WEST MAIN, SUITE 203, HISTORIC ELLIS COUNTY COURT HOUSE, WAXAHACHIE, TEXAS 75165 UNTIL FRIDAY, NOVEMBER 13, 2015 AT 10:00A.M. THE SPECIFICATIONS WILL BE AVAILABLE ON ELLIS COUNTY'S WEBSITE @ [www.co.ells.tx.us](http://www.co.ells.tx.us) UNDER THE PURCHASING DEPARTMENT. BIDS WILL BE OPENED IN THE OFFICE OF THE PURCHASING AGENT FOR AWARD BY THE COMMISSIONERS COURT, AT A FUTURE DATE.**

**RFP-2015-002  
EMBANKMENT AND APPROACH REPAIR OF  
BARDWELL DAM ROAD BRIDGE  
ELLIS COUNTY, TEXAS**

**DATES TO RUN AD: One (1) time WEDNESDAY, OCTOBER 28, 2015 and one (1) time WEDNESDAY, NOVEMBER 3, 2015**

**Ellis County Purchasing Agent  
101 West Main, Suite 203  
Waxahachie, TX 75165  
ph. 972-825-5117  
fax 972-825-5119**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 500 W. 13th Fort Worth TX 76102	<b>CONTACT NAME:</b> Larry Sue Dunn <b>PHONE (A/C No. Ext.):</b> 817-336-2377 <b>E-MAIL ADDRESS:</b> ldunn@higginbotham.net		<b>FAX (A/C No.):</b> 817-347-6981
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> HUNTE23 Hunter Excavation 1400 Jack McKay Blvd Ennis TX 75119	<b>INSURER A:</b> Employers Mutual Casualty Co.		<b>NAIC #</b> 21415
	<b>INSURER B:</b> Texas Mutual Insurance Company		22945
	<b>INSURER C:</b> Great American Insurance Co of New		22136
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 330737792**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		5D28864	6/28/2016	6/28/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		6E28864	6/28/2016	6/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		5J28864	6/28/2016	6/28/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	T9F0001289866	6/28/2016	6/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Lessed/Rented Equipment</b> Up to \$100,000 on Equip Over \$100,000 on Equip		TOBEDETERMINED	6/28/2016	6/28/2017	Limit \$250,000 Ded up to \$100,000 \$1,000 Ded over \$100,000 \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability (including Completed Operations) and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and General Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Ellis County Purchasing Agent 101 West Main, Suite 203 Waxahachie TX 75165	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Higginbotham Insurance Agency, Inc.		<b>NAMED INSURED</b> Hunter Excavation 1400 Jack McKay Blvd Ennis TX 75119	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is Follow Form.

## **Insurance Requirements**

- A. The Contractor shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.**
- 1. Workers' Compensation – statutory (see TWCC rule 110.110)**
  - 2. Employer's liability - \$500,000**
  - 3. Comprehensive Commercial General Liability:**
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate**
    - b. Property Damage - \$1,000,000 aggregate**
  - 4. Automobile liability**
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate**
    - b. Property damage - \$100,000 each occurrence**
  - 5. Contractual liability - same limits as above.**
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.**
- C. Required Provisions:**
- 1. Proof of insurance - all certificates of insurance will be required in duplicate and filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165**
  - 2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.**
  - 3. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.**
  - 4. The contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.**
  - 5. The contractor vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage**

3.2 ✓

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

**Service Provider:** Ellis County, Texas

**Department to Provide**

**Service:**

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

8/2/14

*per Commissioners Count Minute Order*

**Local Government Requesting Service:**

*City of Alma*

**Description of Project to be Undertaken:**

*TRIM TREES on gravel part of Alma Dr  
Trim Lyons Rd. from County to end of trees  
Clean out ditches to end of trees*

**Location of Project to be Undertaken:**

**Requested by:**

—

Signature of  
Ellis Co. Commissioner, Pct. 2

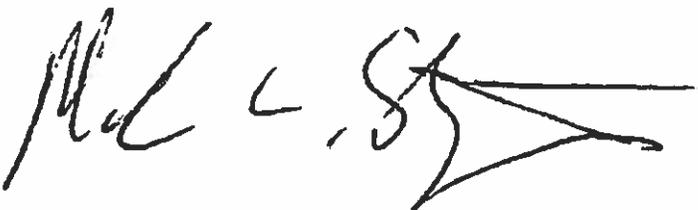
Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2015/16.

*Carol Bush*  
*County Judge, Ellis County, Texas*

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2015/16.

Signature:   
Title: *Mayor*

On Behalf of:

05.15.14

Susan Soros

---

**From:** Ted L. Kantor <ted.kantor@co.ellis.tx.us>  
**Sent:** Tuesday, August 09, 2016 4:34 PM  
**To:** Susan Soros  
**Subject:** Public Hearing

3.4

Susan,

Regarding agenda item 3.6 of today's Commissioners Court meeting, we need to put a Public Hearing on the agenda for the September 13 meeting. I am not certain of the exact wording needed, but it should reference a public hearing to hear comments on the proposed abandonment of a portion of Barker Rd. There will also need to be an action item following the public hearing to take action on whether or not to abandon the portion of the road as proposed. We are going to produce a notice for Commissioner Grayson to post at the road and at the courthouse, and I am going to include the time, date, and location of the public hearing, so I wanted to make sure that you knew about it to put it on the agenda. I spoke with Judge Bush after court and she said that 2:00 was fine for a time, even though there is also a public hearing regarding the proposed tax rate on the same day. Please confirm that this is all acceptable.

Thanks,

Ted



1400 OAK GROVE RD.  
ENNIS, TEXAS 75119

**LANE GRAYSON**  
**ELLIS COUNTY COMMISSIONER, PCT. 2**

972-825-5333 - OFFICE  
972-875-9594 - FAX

July 15, 2016

Re: Barker Rd.

We, the undersigned residents of Ellis County – Precinct 2, hereby petition the Commissioners Court of Ellis County, Texas to abandon a portion of Barker Road. The portion of the road to be abandoned begins at a point 50 feet southwest of the driveway to 272 Barker Road (Marsha Besse residence) and continues in a southwesterly direction to the Ellis/Navarro County Line.

No.	Printed Name	Address	Signature
1	GARY ROGERS	220 BARKER RD	Gary Rogers
2	Mary Ramsey	220 Barker Rd.	Mary Ramsey
3	Eva Dionne	262 Barker Rd	Eva Dionne
4	Robert Bruce	234 Barker Rd	Robert Bruce
5	LESLIE BRUCE	234 Barker Rd	Leslie Bruce
6	Steven Dionne	262 Barker Rd	Steven Dionne
7	DAVE GROVES	242 Barker Rd	Dave Groves
8	Steve Burson	242 Barker Rd	Steve Burson
9	Jessica Jirón	135 Barker Rd	Jessica Jirón
10	Raymundo Jiron Jr	135 Barker Rd	Raymundo Jiron Jr
11	Jose L Rodriguez	128 Barker Rd	Jose Luis Rodriguez
12	Adela Rodriguez	128 Barker Rd	Adela Rodriguez
13	Onaida Gonzalez	128 Barker Rd	Onaida Gonzalez
14	Jiles Nide	118 Barker Rd	Jiles Nide
15	Marsha Besse	272 Barker Rd	Marsha Besse
16	Kimberly Cash	272 Barker Rd	Kimberly Cash
17	Phillip D Cash	272 Barker Rd	Phillip D Cash
18			

## Commissioner Precinct #2

---

**From:** Ted L. Kantor <ted.kantor@co.ellis.tx.us>  
**Sent:** Wednesday, July 13, 2016 3:27 PM  
**To:** Commissioner Precinct #2  
**Subject:** FW: Petition to Abandon a Portion of Barker Road  
**Attachments:** Barker Road petition to abandon.pdf

Lane,

Attached is a petition for abandonment of a portion of Barker Road. Please review the e-mail thread between me and Vance Hinds. You will need to get the signatures and then place an item on the agenda to present the petition and have the court authorize posting of the road.

Call me if you have any questions.

Ted

---

**From:** Vance Hinds [mailto:vance.hinds@co.ellis.tx.us]  
**Sent:** Wednesday, July 13, 2016 3:03 PM  
**To:** ted.kantor@co.ellis.tx.us  
**Cc:** Ray Rike  
**Subject:** Petition to Abandon a Portion of Barker Road

Ted:

I think the petition looks fine. Below I have included portions of 251.052 and 251.058 of the Transportation Code. The petition must be signed by 8 residents of Precinct 2. The petition must specify beginning and termination points of the portion of the road to be abandoned. The petition does describe the beginning and termination points. Notice of the County's intent to abandon the road must be placed on the Courthouse door and 2 signs placed along the road to be abandoned for at least 20 days prior to the Commissioners Court when the abandonment will be considered. The public utilities and common carriers using the County's ROW along the road must be given 30 days' notice before the order abandoning is signed. There is also a mechanism to potentially recover administrative fees, etc. I hope this helps.

“(a) The residents of a precinct may apply for a new road or a change in an existing road by presenting to the commissioners court a petition signed by:

- (1) eight property owners in the precinct, if the application is to request a new road or that a road be discontinued; or
  - (2) one property owner in the precinct, if the application is for a change in a road other than discontinuing the road.
- (b) A petition presented under Subsection (a)(1) must specify the beginning and termination points of the proposed new road or road to be discontinued.

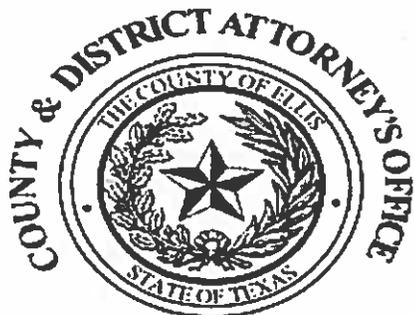
(c) The commissioners court may not grant an order on an application made under this section unless the applicants give notice of their intent to apply by posting, at the courthouse door and at two other places in the vicinity of the affected route, a written notice of their intent for at least 20 days before the date the application is made.”

“(b-1) Not later than the 30th day before the date an order is signed under Subsection (b), the commissioners court shall notify a public utility or common carrier described by Subsection (b)(4) of the proposal to close, abandon, and vacate the public road or portion of the public road.”

“If a commissioners court closes, abandons, and vacates a public road or a portion of a public road at the request of an owner of property that abuts the portion of the road being closed, abandoned, and vacated, the commissioners court may require the owner to:(1) pay all reasonable administrative costs incurred for processing the request and recording the order described by Subsection (b) in the county deed records; and  
(2) reimburse the county for the market value of any property interest conveyed to the owner.”

Vance Hinds  
Assistant County and District Prosecutor for  
Ellis County and District Attorney Patrick Wilson  
Ellis County Courts Building , 4th Floor  
109 S. Jackson  
Waxahachie, Texas 75165  
972-825-5201  
972-825-5047 Fax  
[vance.hinds@co.ellis.tx.us](mailto:vance.hinds@co.ellis.tx.us)

Seeking justice, serving, protecting, and representing Ellis County and the State of Texas through partnerships with law enforcement and our community.



**NOTICE: This e-mail message, as well as any attachment, is the property of Ellis County, Texas, and contains information that is confidential and/or privileged, or may contain attorney work product. This information is intended only for the use of the addressee named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this message or its attachments is strictly prohibited, and may be unlawful. Do not forward this e-mail to any person without the express consent of the writer. If you have received this message in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, without disclosing the contents, and notify the sender immediately. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.**

**Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.**



**REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES**

P. O. Box 2097  
Lubbock, Texas 79408  
Main Phone: (806) 775-1520  
Fax: (806) 775-7954

3.5

Sept 2014  
Court

**CHIEF PUBLIC DEFENDER**  
Jack Stoffregen

**Deputy Public Defender**  
Edward Ray Keith Jr.

**Chief Operating Officer**  
Amy Sharb

**Office Administrator**  
Elaine Nauert

**Assistant Public Defender**  
William P.H. Boyles  
Robert Cowie  
James Drummond  
Lisa Harris  
Anna Maria Jimenez  
Brian D. Lacour  
Tonya McClary  
Keri Mallon  
Anthony C. Odiome  
Maxwell C. Peck III  
Dennis R. Reeves  
Gary Taylor  
Thomas J. "Jay" Wooten  
John E. Wright

**Senior Investigator**  
Rudy O'Brien

**Investigator**  
Claudia Bretz  
Mike Johnson  
Isabel De La Rosa  
Kirk D. Noaker, Sr.

**Senior Mitigator**  
Ricardo Jimenez

**Mitigator**  
Safa Ansari-Bayegan  
Krista Billig  
Rachael Etheridge  
Robert Graves  
Roland Hernandez  
Nicole Jackson  
Ricardo Jimenez  
Patricia Rist  
Marina Rodriguez  
Seth Starkey  
Julie Williams  
Jamie Zapata

**Legal Assistant**  
Malerie Bostick  
Corrie Brake  
Berenice De Leon  
Sherri Griffith  
Cynthia Hinojosa  
Amber Owen  
Dana West

June 8, 2016

Michael S. Navarro  
Ellis County Auditor/Treasurer

Re: Interlocal Agreement with the Regional Public Defender for Capital Cases

**INVOICE**

Interlocal Allocation for Fiscal Year 2017 - \$37,883.62

This payment is due at the beginning of your fiscal year. If you have any questions, please do not hesitate to call our office.

Amy Sharb



Lakes Regional Mental Health and Mental Retardation Center  
Administrative Offices PO Box 747 Terrell, Texas 75160 (972) 388-2000 www.lrmhunc.org

John P. Delaney Executive Director  
David Stewart, M.D. Chairman of the Board

3, P

August 25, 2016

RECEIVED

AUG 30 2016

COUNTY JUDGE

The Honorable Carol Bush  
Ellis County Judge  
County Courthouse  
101 E. Main Street  
Waxahachie, TX 75165

Dear Judge Bush:

On October 1, 2016 the term of office for Lisa Heine, Lakes Regional Community Center's Ellis County Board member will expire. As a result, you and the Commissioners' Court will need to either re-appoint your current Board of Trustee member, Lisa Heine or appoint a new member.

According to the Bylaws, one month prior to the Commissioners' Court in which the appointment will be made, the county will post notice of such vacancy in the courthouse and will post a brief notice in the legal notice section of the local newspaper in whatever format your county uses for notices such as these. Applicants can apply either verbally or in writing. There is no application form. The county judge reviews all applications prior to the Commissioners' Court in which the appointment will be made and then recommends to the Court one applicant.

Alternatively, the Commissioner's Court may choose to re-appoint the current appointee to another two year term. I have asked Ms. Heine to notify you of her desire to continue on the Board. I have told her that it is my hope that she will want to continue to serve another term. Continuity on a board as good as ours is important and Ms. Heine has had a positive impact on our Board to promote increased services for the individuals we serve in Ellis County.

Thank you and the Commissioners for your support and help. If you have any questions, please do not hesitate to call me at 972-524-4159, extension 1150 or at 972-948-5173 (cell).

Sincerely yours,

John P. Delaney, M.Ed.  
Executive Director

38

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

**WHEREAS**, Texas has more natural disasters than any other state. A destructive event can occur with little or no warning; and

**WHEREAS**, emergency preparedness is a responsibility shared by all residents of Ellis County. All citizens are urged to make preparedness a priority. Those who are prepared for an emergency can recover faster and can assist others who also may be affected

**WHEREAS**, the Ellis County Office of Emergency Management and the City of Waxahachie in participation with regional first responders and organizations will host the Ellis County Emergency Preparedness Fair, on the square of downtown Waxahachie, Saturday, September 24, 2016 from 9:30 am to 2:00 pm; and

**WHEREAS**, this event aims to increase public awareness regarding the importance of preparing for emergencies

**NOW THEREFORE BE IT PROCLAIMED**, that the Ellis County Commissioners' Court wishes to proclaim September, 2016 as Preparedness Month in Ellis County. Further, the Commissioners' Court encourages all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

In witness thereof, signed the 13th day of September, 2016.

\_\_\_\_\_  
Carol Bush, County Judge

\_\_\_\_\_  
Dennis Robinson, Commissioner Precinct 1

\_\_\_\_\_  
Lane Grayson, Commissioner Precinct 2

\_\_\_\_\_  
Paul Perry, Commissioner Precinct 3

\_\_\_\_\_  
Kyle Butler, Commissioner Precinct 4

Attest: \_\_\_\_\_  
Cindy Polley, County Clerk



## **ELLIS COUNTY ELECTIONS**

Jana Onyon  
Elections Administrator

August 18, 2016

TO: Commissioners Court  
FROM: Jana Onyon, Elections Administrator *[Signature]*  
SUBJECT: Request Approval for ES&S Agreement

3.9

### **ISSUE 1**

The counties current election equipment vendor for the layout and printing of the ballot, voting and counting machines is Election Systems & Software, LLC "ES&S". They have an additional service to help counties with the mail ballot process for domestic voters. Overview of the service: print the absentee ballot(s), print the envelope with voter data, package the envelope with state required instructional materials, scans and captures images to verify completion of envelope, mails the packet to the voter, tracks the envelope within the USPS service. Looking at past elections there has been an increase of mail ballot request for federal elections, so it would be highly beneficial for this service. It would decrease the compensatory time obtain by staff since this process takes multiple staff members hours to manually completed due to the detailed requirements. Currently the amount for each ballot packet is about \$1.40 - \$2.20 pending requirements for each specific election. In 2014 General there was over 1,900 mailed and I'm anticipating for 2016 General to be double that amount if not more.

### **COST**

Each Ballot packet estimated cost will be from \$1.75 - \$2.45 pending the amount of ballots the voter will receive and the amount of instructional materials is required for that specific election. Postage is an additional cost. Funding for the service is available in Elections Line item 001-0210-50801 and Postage cost is available in Elections Line items 001-0210-50804

### **SCHEDULE**

Upon commissioner's court approval, this processes will begin for the November 8, 2016 General Election and any proceeding election thereafter.

### **RECOMMENDATION**

It is recommended that Commissioners Court approve the proposed agreement with Election Systems & Software, LLC Ballot Processing, Printing and Mailing Services Agreement.

**ELECTION SYSTEMS & SOFTWARE, LLC  
BALLOT PROCESSING, PRINTING AND MAILING SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

**BETWEEN:** ELECTION SYSTEMS & SOFTWARE, LLC ("ES&S");

**AND:** Ellis County, Texas ("Customer").

**RECITALS:**

- A. ES&S is a provider of ballot processing, printing and mailing services to government and other entities and Customer has agreed to engage the services of ES&S for the purpose of ES&S providing its ballot processing, printing and mailing services to the Customer in Ellis County, Texas (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- \_\_\_X\_\_\_ Exhibit A (Pricing Summary)
- \_\_\_X\_\_\_ Exhibit B (ES&S Ballot Processing Services)

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC  
11128 John Galt Boulevard  
Omaha, Nebraska 68137  
Fax No.: (402) 970-1291  
Email:

Ellis County, Texas  
County Judge  
101 W. Main St.  
Waxahachie, TX 75165  
Email:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GENERAL TERMS  
ARTICLE 1**

**BALLOT PROCESSING SERVICES AND FEES**

1.1 **Ballot Processing, Printing and Mailing Services.** Subject to the terms and conditions of this Agreement, ES&S shall provide the Customer with ballot processing, printing and mailing services ("Ballot Processing Services") for all Customer elections occurring during the Term of the Agreement. The specific Ballot Processing Services provided by ES&S and each party's obligations with respect to such services are set forth on Exhibit B.

1.2 **Ballot Processing Services Fees.** In consideration for ES&S providing the Ballot Processing Services, Customer shall pay ES&S the fees set forth on Exhibit A for each election in which ES&S provides the Ballot Processing Services during the Term of the Agreement. ES&S reserves the right to adjust the Ballot Processing Services Fees annually during the term of the Agreement in the event ES&S experiences unforeseen increases in the cost of ballot paper, envelopes and/or ballot printer consumables. ES&S shall notify Customer, in writing, of such price increase by providing Customer with ninety (90) days advanced written notice.

1.3 **Standards.** ES&S shall perform the Ballot Processing Services in a prompt, efficient and workerlike manner, according to industry standards and the timelines agreed upon between ES&S and the Customer. The Customer acknowledges and agrees that the performances by ES&S of the Ballot Processing Services are contingent upon the Customer providing ES&S with accurate and timely information. The Customer further acknowledges and agrees that ES&S shall not be liable for any delays or inaccuracies which are directly or indirectly related to the acts, errors or omissions by the Customer. Each party shall comply with all applicable federal and state laws, regulations, rules and ordinances in performing their respective obligations hereunder.

1.4 **Disclaimer of Warranties.** ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ARTICLE 2  
MICELLANEOUS**

2.1 **Term; Termination.** This Agreement shall be effective for a three year period beginning on the Effective Date (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of the following (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except a breach as provided in (iii) below which will require no notice); (iii) Customer's failure to make any payment due hereunder within thirty (30) days after it is due or (iv) in the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any fiscal period; provided that this subsection 2.1(iv) shall not be construed so as to permit Customer to terminate this Agreement in order to acquire Ballot Processing Services from a third party. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all services performed and fees earned up through the date of termination.

2.2 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount actually paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Ballot Processing Services to achieve Customer's intended results; (b) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; or (c) Customer errors, included errors in Customer data provided to ES&S, user errors, voter errors or problems encountered by any individual in the election process that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

2.3 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 2.3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law relating to Texas counties for each month or portion thereof during which it remains unpaid.

2.4 **Indemnification.** To the extent, if any, allowed by Texas Law, Customer shall indemnify and hold harmless ES&S from and against any and all Adverse Consequences arising out of or relating to the following:

a. Any third party Infringement Claim resulting from (i) the use of any ES&S software or ES&S equipment in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S software or ES&S equipment; or (iii) Customer's modification or alteration of any item of ES&S software or ES&S equipment without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items; and

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 2.4, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

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

2.6 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights,

duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

2.7 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, regarding the subject matter hereof. Any provision of any such form or agreement that conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to, or waiver of, any other different or subsequent breach by either party. The headings preceding the text of the Sections herein are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

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

2.9 **Disputes.**

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

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

2.10 **Other.** ES&S is providing the Ballot Processing Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. The provisions of section 1.4 and sections 2.2-4.10 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

**[END OF GENERAL TERMS]**

**EXHIBIT A  
FEE SCHEDULE**

<b>Fees:</b>		
<b>Description</b>	<b>Refer to</b>	<b>Fee</b>
Mailing fee per envelope processed as set forth on <u>Exhibit B</u> Fee includes the processing of 1 page ballot (black and white, up to 18 inches in length), Outgoing envelope, Return/Carrier envelope, Secrecy envelope, and the Dear voter letter	<u>Exhibit B</u>	\$ 1.75 per envelope processed
Additional Ballot fee for each additional black and white ballot, up to 18 inches in length, printed inserted, matched, and verified in a single envelope	<u>Exhibit B</u>	\$ 0.40 per each additional ballot processed
Additional Test Decks	<u>Exhibit B</u>	\$0.35 per ballot, plus delivery
Additional Inserts or Instruction sheets (black and white)		\$0.10 per ballot packet
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Except as specifically set forth in <u>Exhibit B</u> , any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 2.3. Premium or rush transportation services incurred in connection with the Ballot Processing Services are additive and will be billed as incurred.		
<b>Note 2:</b> Invoicing and Payment terms are as follows: 100% of Total Invoice Amount due within thirty (30) calendar days of receipt of ES&S' invoice. Postage will be billed at the end of the election and will be a separate line item on the invoice.		

## **EXHIBIT B BALLOT PROCESSING SERVICES AND OBLIGATIONS**

The Ballot Processing Services to be provided by ES&S during the Term are described below. Customer acknowledges that ES&S's fees for support services are based on the descriptions listed below, and that a change in the descriptions may require ES&S to change the fees charged to Customer.

### **Ballot Mailing Services**

ES&S will provide the following services and functions related to the printing and mailing of absentee ballots:

#### **Mail File Preparation**

- Once per day, by 5:00PM, Customer will provide ES&S the following absentee request files for mailing: Domestic Civilians. Please note that Marge files are not within the scope of the mailing service.
- ES&S will process absentee request files through CASS certified software in order to obtain valid Delivery Point Barcode data.
- ES&S will use DPBC data to create an Intelligent Mail Barcode in order to facilitate postal discounts and tracking of ballots during USPS transit
- All files provided to ES&S will be uploaded through the ES&S website.

#### **Ballot File Preparation**

- Customer will provide ES&S a PDF for each ballot style to be used in an election. This will be the same PDF used for Election Day and Ballot On Demand ballots. One PDF will suffice for all ballot services.
- Customer will provide ES&S with a relationship table that identifies all active ballot styles for each election and the ballot PDF that corresponds with that style.
- ES&S will crop and electronically prepare ballots for printing.
- ES&S will produce a test deck of each ballot style for purposes of customer proofing and verification at no charge. No ballots will be mailed until said test deck has been run and tabulation verified. ES&S can provide additional test decks or L&A test decks at the prices set forth on Exhibit A.

#### **Mail Processing**

- ES&S will provide the 3 envelopes, ballot, and Dear Voter letter.
- ES&S will print a ballot(s) for each voter in the absentee request file that corresponds to that voter's ballot style in the relational table.
- ES&S will insert the return/carrier envelope, secrecy envelope, a Dear Voter insert, and the ballot into the mailing envelope.
- ES&S will print the outbound voter's address onto the mailing envelope along with the intelligent mail barcode for tracking purposes.
- ES&S will print voter's return information, including voter unique barcode, onto the return/carrier envelope.
- ES&S will measure the thickness of each mail piece to verify the accuracy of contents in each envelope.
- ES&S will scan and capture an image of each outbound mail envelope to verify completion of each ballot package.

### Postal Processing

- ES&S will process and prepare all outbound mail pieces for submission to the USPS at the lowest appropriate automation rate.
- Mail volumes of greater than 200 pieces of CASS certified, non forwarded pieces will be sorted and submitted at the qualifying Non Profit, Standard Class rate
- Mail volumes of less than 200 pieces of mail will be submitted at the appropriate 1<sup>st</sup> class mail rate.
- Regular Outgoing Domestic Envelopes will carry the endorsement of "Return Service Requested". Undeliverable mail pieces will be returned to the Customer with the reason for non-delivery. The USPS will charge the balance of first class postage for these pieces if sent at non-profit
- Outgoing envelopes will carry an Indicia which bears the customers indicia or the ES&S indicia, no location or mail drop post mark will be visible to the voter.
- ES&S will produce all necessary postal documentation for mail submission and tracking.
- Mail pieces will be dropped at a bulk mail acceptance unit.

### Postage and Postal Permitting

- Customer must request and obtain a nonprofit permit (PS Form 3624) through the USPS if they wish to mail at non-profit rates. ES&S will assist.
- Customer must obtain permit imprint account number and request a ghost permit to allow ES&S to mail their nonprofit pieces. ES&S will assist.
- Customer will be invoiced for packets and postage funds immediately after the election. Packets and Postage will be a separate line item on the invoice

### Service Level Standards

ES&S agrees to complete ballot printing and mail processing for customer submitted files, as follows:

- Initial Large File Run for CivDom – Complete all processes and deliver mail to the USPS within seven (10) business days after receipt of Voter Registration ("VR") request file on a date to be designated by ES&S
- Daily File Run- Complete all processes and deliver mail to the USPS the following business day after receipt of VR request file. The VR request file is to be sent to ES&S by no later than 5:00 PM local time.

### Mail Ballot Tracking and Reporting

ES&S will provide a license of the Ballotracker system to Customer as a means to monitor and track the status of mail ballots.

- Customer will be responsible for providing network connectivity if access to Ballotracker data is desired from network workstations.
- Use of the Ballotracker is an extension of ES&S' mailing service, and any software installed is made available and licensed for this use only.

### BallotTracker Functionality

The BallotTracker will provide access to the following mailing processing information for any individual voter whose request has been received in an absentee request file:

- Date and Time VR Request file was received.
- Date and Time Ballot was Printed.
- Description of ballot, including ballot style, number of pages and access to image of ballot PDF for that style.
- Date and Time Ballot Package was mailed.
- Description of ballot package, verification of ballot style inserted into envelope and image of outbound envelope processed.
- Confirm Tracking data regarding delivery status and details of mail piece delivery during USPS transit.

### Service Fees

Customer agrees to pay ES&S fees as follows:

- 1 page ballot (black and white, up to 18 inches in length), Outgoing envelope, Return/Carrier envelope, Secrecy envelope, and the Dear voter letter (Fee of \$1.75 per ballot packet).
- A \$.40 Fee will be charged for each additional black and white ballot, up to 18 inches in length, printed, folded, inserted, matched, and verified in a single envelope

Home file on  
Background Investigation Complete <sup>on file</sup> <sup>computer</sup>  
No history, Criminal record clear <sup>9/16/16</sup> <sup>15</sup> 3.10

## Application for Ellis County Emergency Service District Board

Name Timberlie PERDUE  
Address 6801 FM 660  
Ennis, TX 75119  
Phone Home none  
Work none  
Mobile 903-812-4093  
E Mail TimberliePerdue@yahoo.com  
Emergency Service District applying for: 7

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

Gary Sportsman - Friend

Do you live within this district? yes How long have you lived in Ellis County? 1 yr 4 months  
US Citizen? yes Registered voter? yes  
Current employer none  
Military Service none

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details

no

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.

no

Have you ever been delinquent in child support payments? If yes, give details

no

Has your driver license ever been suspended? If yes, give details

no

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) NO

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?

NO

Please tell us about your business experience and your experience on other boards.

As stated above I've not served on any committees. I have on a business/working level been involved with helping community organizations, to help with funds, food, clothes etc. through my work place.

What do you hope to accomplish as a member of the Emergency Service District Board?

I hope to accomplish as a member of the ESDB; to broaden my knowledge as to the workings of ESDB; lend support for what may be needed. And bring to grow in my community.

#### CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. 7 that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.



Applicant's Signature

8-23-2016

Date

CHECK DATE: 8/29/2016  
CHECK NO.: 002372

VENDOR ID <b>ELLIS</b>	VENDOR NAME <b>Ellis County</b>	ACCOUNT NUMBER
DATE <b>8/25/2016</b>	INVOICE NO. <b>2016-38840</b>	AMOUNT <b>\$69,800.16</b>

3.11

\$69,800.16

2372

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM



**TEXAS ASSOCIATION OF COUNTIES**  
HEALTH and EMPLOYEE BENEFITS POOL  
P.O. BOX 2131  
AUSTIN, TX 78768  
(512) 478-8753



FROST BANK  
30-9/1140

DATE  
**8/29/2016**

AMOUNT  
**\$69,800.16**

PAY **Sixty Nine Thousand Eight Hundred Dollars and 16 Cents**

**Ellis County**  
101 W. Main Street, Suite B103  
Waxahachie TX 75165-0405

VOID AFTER 180 DAYS

*Chris Munson*  
Chris Munson

⑈002372⑈ ⑆114000093⑆ 591674587⑈

Ellis County

101 W. Main Street, Suite B103  
Waxahachie TX 75165-0405



# TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## Fiscal Year 2015 Surplus Distributions Frequently Asked Questions

### **Q: What are Surplus Distributions?**

**A:** Over the last several years, the Pool has experienced good financial results. At the end of the 2015 Fiscal Year (2015 FY), there was an unusually good surplus of \$13,533,936 available for distribution. The Board of Directors voted to return 2/3 of this surplus, \$9,022,624, to member groups in July 2016, with the remaining 1/3 held in reserve for distribution in future years.

### **Q: Who is eligible for the surplus distribution?**

**A:** Any Pooled group that has been a member of TAC HEBP with medical coverage for at least one full fiscal year ending 12-31-2015 is eligible to receive a surplus distribution.

### **Q: How is the amount of the distribution calculated?**

**A:** 25 percent of the distribution is based on length of membership since HEBP was founded on October 1, 2001. The remaining 75 percent is performance-based, depending on each group's contribution toward surplus over a three year period after claims over \$250,000 are removed.

Example based on the July 2016 distribution of \$9,022,624 (sums are rounded):

#### Longevity distribution:

*(25% of \$9,022,624 = \$2,255,656)* My county paid .5 percent of the total eligible contributions adjusted for length of membership in the past year.  
.5 percent of \$2,255,656 = \$11,275.

#### Performance distribution:

*(75% of \$9,022,624 = \$6,766,968)* My county contributed 1 percent of the total eligible surplus for the last 3 years.  
1 percent of \$6,766,968 = \$67,670.

Total 2016 distribution:     \$11,275 + \$67,670 = \$78,945

### **Q: Does this mean that the Pool has been charging too much?**

**A:** No, not at all. We use the best actuarial and underwriting methods available and set our rates to cover our expected costs and expenses with a small, actuarially determined, margin for unpredictable variances, but no one can predict exactly what claims will be in

any given year. High claims over \$100,000 are always somewhat unpredictable. In 2015, high claims were significantly lower than in 2014, a development which we could not anticipate. The individual counties in our Pool are too small to be statistically predictable.

**Q: Why didn't TAC HEBP just lower our rates by the same amount?**

**A:** While reducing rates would give us the same financial effect for *this* year, it would make future rate increases more volatile. In underwriting, we do our best to set the rates based on what we expect medical claims and expenses to be for the upcoming contract year. If we set rates for the future based on today's costs, there is a high probability that the claims will be greater than the amounts collected. If that happened, we would be in a deficit for future years and compensating rate increases would have to be much higher than the Pool normally requires. By handling the surplus as a distribution after each operational year is completed, we ensure that we cover expected costs for the upcoming operational year and provide for more stable, sustainable rates into the future.

**Q: Do we have to renew our coverage in order to receive the distribution?**

**A:** No, however, if you leave the Pool and come back at a later time the longevity measurement period will start over.

**Q: How will we receive the distributions?**

**A:** Distribution checks will be mailed at the end of July, 2016.

**Q: We want to use this money to decrease dependent rates. Is that okay?**

**A:** The distribution belongs to the county and can be used as the county determines is best. However, we would issue a word of caution against substantially lowering the dependent deductions. In the event that there is a lower distribution available next year to subsidize dependent costs, your employees could be faced with a steep cost increase, even if overall rates don't change much at all. Employees need to be aware of this situation or they could face financial difficulties next year. Please contact your Employee Benefits Specialist if you wish to discuss this further.

**Q: Will we be getting a distribution next year?**

**A:** Counties should not rely on receiving a distribution each year. The Board of Directors reviews the financial performance of the Pool on an annual basis. If there is a surplus at the end of the 2016 fiscal year, the Board *may* elect to issue a distribution again. At a minimum, in July 2017 (and again in July 2018) you will receive a portion of the 2015 FY surplus reserve, including earned interest.



3.12

September 1, 2016

Ms. Theresa Taylor  
Ellis County HR Director  
101 W Main St, Ste 103  
Waxahachie, TX 75165-0405

Re: Ellis County – Workers’ Compensation Program Renewal Questionnaire

Dear Ms. Taylor,

Thank you for participating in TAC Risk Management Pool’s Workers’ Compensation Program. As we prepare your January 1, 2017 renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective Workers’ Compensation Coverage possible. To ensure that we have up-to-date information, please fill out each tab of the attached questionnaire completely and make any changes directly to the document. You can also provide supplemental sheets as necessary. Please note that omitted information may result in an exclusion from coverage.

*The Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal.*

**Please complete the Workers’ Compensation Renewal Questionnaire and return it and any supplemental documents by September 30, 2016:**

- **Estimated Payroll** – Please use the Estimated Payroll tab in the Excel worksheet to update your payroll and employee count by classification. This tab includes your 2015 actual payroll plus a 2% increase. If you do not return the worksheet with updated payroll information, your renewal will be processed with the 2015 actual payroll plus 2% as listed in the worksheet.
- **Optional Coverages** – This tab is used to report your decisions regarding optional coverage for certain categories of personnel and volunteers. Please note the instructions regarding how to report payroll for optional coverages.
- **Employee Concentration** – This tab is to report the number of employees working within each of your buildings.

- Aircraft and Aircraft and Pilot Info Cont – These tabs only needs to be completed if you own or lease an aircraft or if you employ any pilots.
- Watercraft Info – This tab only needs to be completed if you own, lease or charter any watercraft over 26 feet in length.
- Workers' Compensation Alliance Election Form – *Please note: The form only needs to be completed, if you wish to make changes to your current Alliance participation. Should you choose to use this cost saving network, you will receive a 4% discount on your renewal. Please complete the form following this letter indicating whether or not you choose to participate.*

If you need help completing the **Workers' Compensation Renewal Questionnaire**, please contact me at 800-456-5974 or [kathiel@county.org](mailto:kathiel@county.org). Please complete the worksheets in the attached Excel workbook, save the document, and submit the completed workbook by replying to the email with the workbook attached.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! Please do not hesitate to contact me if you would like to discuss your coverage options.

Sincerely,

Kathie Lopez  
Member Service Representative

**NOTE: This agreement is subject to the County Commissioner's approval and constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.**

**CONTRACT FOR SERVICES BETWEEN**  
**ELLIS COUNTY, TEXAS AND**  
**"THE GINGERBREAD HOUSE"**  
(ELLIS COUNTY CHILDREN'S ADVOCACY CENTER)

**THIS AGREEMENT, ("AGREEMENT") made and entered into by and between the ELLIS COUNTY, a body corporate and politic under the laws of the State of Texas, ("COUNTY"), per Commissioner's Court approval of budget FY 2016-2017, and THE GINGERBREAD HOUSE (Ellis County Children's Advocacy Center), a private nonprofit organization, ("CENTER"):**

**WITNESSETH:**

**WHEREAS, the CENTER facilitates the coordination of an intervention process for abused children in a child-friendly environment by optimizing the investigative and prosecution process, providing quality legal, psychological, social, and medical services to abused children, thereby reducing further trauma to such abused children, and to heighten community awareness of child abuse and neglect; and**

**WHEREAS, the CENTER desires to provide certain services to aid COUNTY in crime investigation and prevention; and**

**WHEREAS, the COUNTY is authorized to enter into this AGREEMENT and desires to enter into this AGREEMENT as a law enforcement function of the Ellis County Sheriff's Office and District Attorney's Office; and**

**NOW, THEREFORE, in consideration of the mutual agreements, covenants and benefits to the parties hereto, it is agreed as follows:**

**1. Services to be Provided**

The CENTER agrees to provide the following service to the COUNTY:

- A. Provide office space for the Ellis County and District Attorney's Office (ECDA) who is a member of the Multi-Disciplinary Team;
- B. Provide office space for the Ellis County Sheriff's Office (ECSO) who is a member of the Multi-Disciplinary Team;
- C. Provide DVDR recording equipment for the COUNTY'S use;
- D. Provide DVDR mobile recording equipment when requested the ECDA or ECSO to conduct a forensic interview of a child victim at a specified location;
- E. Provide a forensic interview room for the COUNTY to utilize when the center's Forensic Interviewers conduct interviews of the child abuse victims;
- F. Provide conference room space and coordinate the monthly Case Review staff meetings attended by Multi-Disciplinary Team Members;
- G. Provide free counseling for the COUNTY'S child abuse victims and their non-offending family members; and
- H. Assist in coordinating, scheduling, and funding appropriate training opportunities such as the "Annual Crimes Against Children Conference" held in Dallas each August for both the Ellis County Sheriff's Office and District Attorney's Office representatives.

## **2. Payment for Services**

- A. The COUNTY agrees to pay CENTER a total amount of Twenty Thousand Dollars (\$20,000) for services to be rendered throughout the terms of this AGREEMENT.
- B. COUNTY shall be entitled to take whatever steps it deems necessary to obtain or provide required services which are provided hereunder from any alternative sources or in a manner deemed appropriate presently or at any future time by the COUNTY.

## **3. Term**

The term of this AGREEMENT shall be for one year and commence on October 1, 2016 and end on September 30, 2017.

## **4. Renewal and Termination**

This AGREEMENT shall automatically renew from year to year unless either party give the other party at least thirty (30) days notice of termination prior to June 30<sup>th</sup> of that particular year.

## **5. Financial Records and Audit**

- A. The CENTER agrees to make available its financial records for audit and/or review by the COUNTY and at COUNTY'S discretion. In addition, CENTER agrees to provide the COUNTY the following data and/or reports:
  - 1. All external or internal audits.
  - 2. All external or internal evaluation reports.
  - 3. Performance and statistical reports regarding CENTER'S activities.
  - 4. An explanation of any major changes in program services.
  - 5. Documentation in satisfactory form evidencing CENTER'S nonprofit status, Texas Corporate Charter, tax-exempt number, and IRS 990 report with schedule "A" for the most recent preceding year.
- B. Copies of the above-mentioned documents should be mailed to the: **Carol Bush, Ellis County Judge, 101 W. Main Street, Waxahachie, Texas, 75165.**

## **6. Compliance with Laws**

In performing the obligations required of the CENTER under the terms of this AGREEMENT, the CENTER will comply with all applicable federal, state, county, and city ordinances, rules, and regulations.

## **7. Assignment**

The CENTER will not assign or transfer this AGREEMENT or any right hereunder without the prior written consent of the COUNTY.

## **8. Notices**

This AGREEMENT shall be binding upon and inure to the benefits of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**14. Entire Agreement**

This instrument contains the entire AGREEMENT between parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be on no force or effect without a subsequent modification in writing signed by all the parties.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this AGREEMENT to be executed **IN TRIPLICATE ORIGINALS** by their duly authorized representatives on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CENTER:**

Ellis County Children's Advocacy Center, Inc.  
dba The Gingerbread House

**COUNTY:**

Ellis County

\_\_\_\_\_  
John Wyckoff  
Executive Director

\_\_\_\_\_  
Carol Bush  
County Judge

**ATTEST:**

\_\_\_\_\_  
Witnessed by: