

F1

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50807-00000-000	RB2 GENERAL EXPENSES	\$1,000.00

POSTED  
PCT2  
COMPUTER

NOT POSTED IN GEMS  
BY RB2

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50805-00000-000	RB2 CONFERENCE DUES	\$1,000.00

POSTED  
PCT2  
COMPUTER

  
Signature of Department Head

3/8/2017  
Date Signed

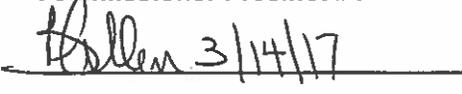
Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016/2017

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

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

Approved by County Auditor's Office:  3/14/17

Needs court approval

**ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT**

*F2*

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 024-0924-50802	Equipment	\$500.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 024-0924-50831	Uniform	\$500.00

<u>Tim Birdwell</u>	<u>3-7-2017</u>	<u>Ellis County Fire Marshal</u>
<i>Tim Birdwell</i>		
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 \_\_\_\_\_, 2016/2017

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

Approved by County Auditor's Office: Allen 3/21/17  
*Needs court approval*

F3

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-30302-00000-000	Budgeted Fund Balance Carryover	\$ 115,919.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-50802-00000-000	Purchase of Equipment	\$ 115,919.00

(to provide funding for purchase of a smooth roller (vibratory compactor) for paving and compaction)

Signature of Department Head

Date Signed

Road and Bridge Dept 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 \_\_\_\_\_, 2016/2017

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

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Needs Court approval

Approved by County Auditor's Office:



**DEPARTMENT OF DEVELOPMENT  
AGENDA ITEM NO. SPI**

**AGENDA CAPTION:**

Consider and act upon a request to approve a simplified plat of Coyote Ranch. Property contains ± 5.00 acres of land in the A. de la Garza Survey, Abstract No. 2, located at the east side of Allard Road and ± 1,025 feet north of FM 1181, Ennis, Road & Bridge Precinct No. 2, as requested by Arturo Gomez.

**BACKGROUND INFORMATION:**

**Purpose:**

The applicant is requesting approval of this simplified plat for one (1) residential lot on property.

**History:**

There is no previous history for this property.

**Thoroughfare Plan:**

Per the County's adopted Master Thoroughfare Plan, no thoroughfares surround this property. However, a 30-foot right-of-way dedication of Allard Road is shown, satisfying the dedication requirement.

**Utility Service:**

Water service to this area is provided by Rice Water Supply and the existing waterline infrastructure is sufficient for this one (1) lot.

**RECOMMENDATION:**

Staff recommends approval of this request, as presented.

**ATTACHMENTS:**

- 1. Location Map
- 2. Plat
- 3. Applicant's letter

**COUNTY COMMISSIONERS' COURT MEETING  
TUESDAY, MARCH 14, 2017**

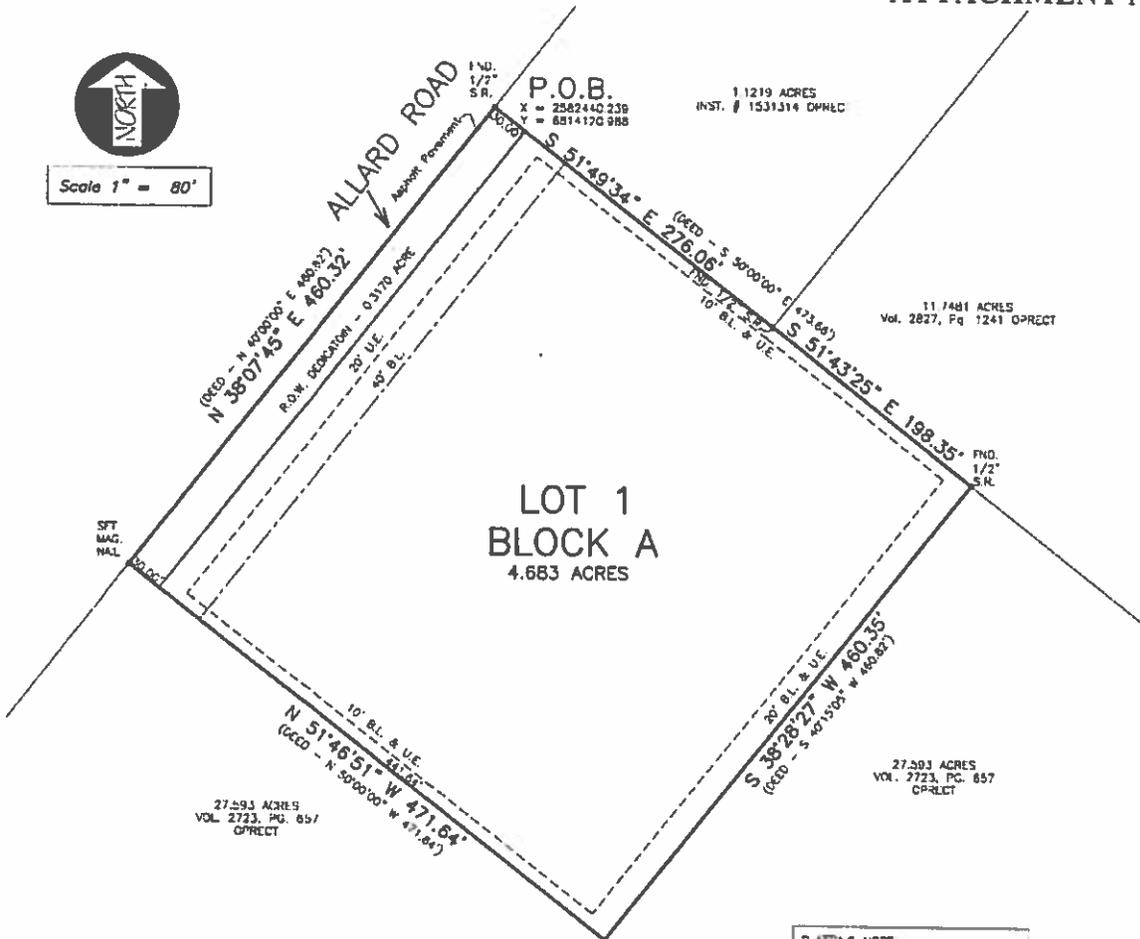
**SUBMITTED BY:**

Alberto Mares, AICP  
Director, Ellis County Department of Development



**Subject Property**

ATTACHMENT NO. 2



**LEGEND**

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

Owner:  
 Arturo Gomez and Maria Gomez  
 734 Sun Valley Drive  
 Durcenville, TX 75116  
 Phone: 469-210-8150

**PLATTING NOTE:**  
 Property is not in the F.T.J. of any City and is subject to the plating rules and regulations of Ellis County.

**NOTE:**  
 No 100 year floodplain per FEMA FIRM Map # 48138C0400P  
 Zone: X Unshaded

**SURVEYOR'S DECLARATION**

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

Walter Keven Davis  
 Walter Keven Davis  
 Texas Registration No. 4485

**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.

Given under my hand and seal this the 16th day of Feb, 2011.

Tracy Kelley  
 TRACY KELLEY

STATE OF TEXAS,  
 COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of Ellis County.  
 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.

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

Department of Environment Director



DEPARTMENT OF DEVELOPMENT  
AGENDA ITEM NO. 1.1

**AGENDA CAPTION:**

Consider and act upon a request to grant a one-time variance from Section II (H) (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow two (2) additional residential structures without meeting the minimum fire hydrant requirements. Property contains ± 5.4628 acres of land in the proposed Mohundro Farms Addition, Lots 5A & 5B, located at 220 Mohundro Road, Ferris, Road & Bridge Precinct No. 1, as requested by Roy Mata.

**BACKGROUND INFORMATION:**

**Purpose:**

The applicant is requesting the County Commissioners' Court to grant a variance to Section II (H) of the Rules and Regulations and to waive the minimum 6-inch water requirement to connect onto a fire hydrant. Rockett Special Utility District states there is only a 3-inch water line available in this area with the nearest fire hydrant location ± 2,200 feet away at the intersection of FM 780 & Ten Mile Road. The applicant is seeking this variance to this requirement prior to seeking a replat approval on the property and building an additional single family residential structure on this property.

**History:**

There is no record of any prior variance approval for this section of the regulations as the plat for this subdivision was approved and filed in 1981. During this period, there were no fire hydrant requirements. According to Ellis CAD, the existing structure dates back to 1975.

**Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:**

Section II (H) reads as follows: *"All fire hydrants must connect to a minimum water main of 6" which provides adequate flow and pressure according to NFPA and ISO. They must face county road and be accessible to local fire-fighting vehicles. Fire hydrant locators shall consist of four inch by four inch (4"x4") blue reflector traffic buttons properly placed to comply with local fire protection agent and Ellis County Department of Development."*

Section XI (A) allows the Court to authorize relief from the regulations as stated below: *"The Commissioners' Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision."*

Section XI (B) outlines some criteria for granting relief from the rules and regulations. It states, *"No relief shall be authorized unless the Commissioners' Court finds:*

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*

*Such findings of the County Commissioners' Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners' Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.*

**RECOMMENDATION:**

Staff supports this request as it appears to meet all the listed criteria outlined in Section XI (B) for granting relief from these regulations. Therefore, staff recommends **approval** of this request, subject to the following conditions:

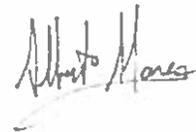
- 1) This property shall be replatted prior to the issuance of any building permit.
- 2) A building permit shall be submitted for review to the Department of Development prior to the construction of any new structure.

**ATTACHMENTS:**

1. Location Map
2. Proposed re-plat
3. Applicant's letter
4. Utility letter

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, MARCH 28, 2017**

**SUBMITTED BY:**



Alberto Mares, AICP  
Director  
Ellis County Department of Development

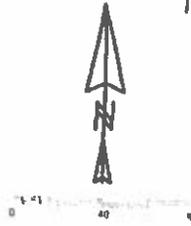


Subject Property

ATTACHMENT NO. 2

Mohundro Farms  
Tract 5

- NOTES 1. Each lot has a 20' Building line a 10' utility easement  
2. C's & U's will be specifications in specifications  
3. Lot use is residential  
4. Each lot has a 50' Total land area  
5. This property is as shown on FEA June 3, 2013.



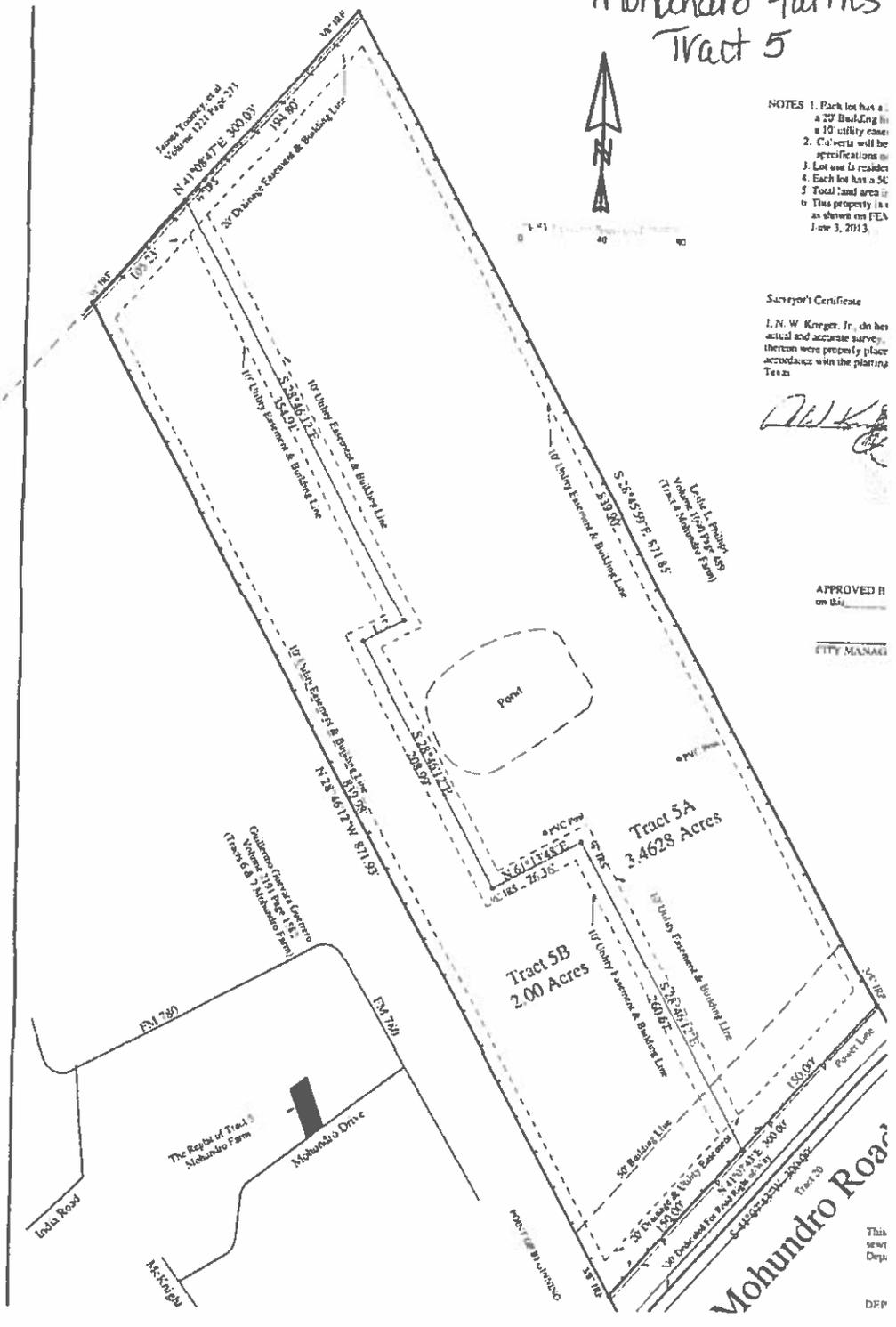
Surveyor's Certificate

I, N. W. Krueger, Jr., do her actual and accurate survey thereon were properly placed accordance with the platting Texas

*N. W. Krueger, Jr.*

APPROVED BY  
on this \_\_\_\_\_

CITY MANAGER



This  
seal  
Dept.

DFP

ATTACHMENT NO. 3

2/27/2017

Ellis County Commissioners Court,

This proposal letter is to request and substantiate the grant of a Variance for a residence at 220 Mohundro Rd in Ferris, TX. We have reached out to our water company and were informed the nearest fire hydrant is approximately 2200 meters away. Pipes in the area are 3 inches wide so we are unable to install a fire hydrant closer.

Thank you,

Roy Mata JR  
Roy Mata Jr.



Mary H. Dominguez  
3/9/17



February 13, 2017

Roy Mata, Jr.  
220 Mohundro Road  
Ferris, Texas 75152

Mr. Mata -

In regards to your property located at 220 Mohundro Road in Ferris, Texas, the current infrastructure that Rockett Special Utility District has on Mohundro Road is a 3" line that runs adjacent to road right away along Mohundro Road across the street from the front of your property. The fire hydrant that is located closest to your property is at the intersection of FM 780 and Ten Mile Road. Please see attached map as reference.

You may provide this letter To Whomever It May Concern.

If you need any further information or assistance, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Morgan Massey".

Morgan Massey, CSR



**DEPARTMENT OF DEVELOPMENT  
AGENDA ITEM NO. 1.2**

**AGENDA CAPTION:**

Consider and act upon a request to grant a one-time variance from Section II (H) (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow the construction of one (1) residential structure without meeting the minimum fire hydrant requirements. Property contains ± 3.00 acres of land in the proposed Stewart’s Property Addition, Lot 1, located south of the intersection of Baucum Road and Curtis Ray Road, Waxahachie, Road & Bridge Precinct No. 3, as requested by Jerry Stewart.

**BACKGROUND INFORMATION:**

**Purpose:**

The applicant is requesting the County Commissioners’ Court to grant a variance to Section II (H) of the Rules and Regulations and to waive the minimum 6-inch water requirement to connect onto a fire hydrant. Buena Vista-Bethel Special Utility District states there is only a 3-inch water line available in this area. The applicant is seeking this variance to this requirement prior to seeking plat approval on the property and building a single family residential structure.

**History:**

Although there is no 6-inch waterline along east-west portion of Curtis Ray Road/Baucum Road, there is a 6-inch line along the south portion of Baucum Road that currently provides service to the Hill Tree Estates subdivision with at least one (1) fire hydrant connection.

There were two (2) previous fire hydrant variance approvals granted within the vicinity of this request, Owen’s Ranch and Kent’s Prairie, both containing one (1) lot with one (1) residential structure along the east-west portion of Curtis Ray Road/Baucum Road. With this being the third request, staff is hesitant to approve a third variance request along this stretch of road due to public safety reasons.

**Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:**

Section II (H) reads as follows: *“All fire hydrants must connect to a minimum water main of 6” which provides adequate flow and pressure according to NFPA and ISO. They must face county road and be accessible to local fire-fighting vehicles. Fire hydrant locators shall consist of four inch by four inch (4”x4”) blue reflector traffic buttons properly placed to comply with local fire protection agent and Ellis County Department of Development.”*

Section XI (A) allows the Court to authorize relief from the regulations as stated below: *“The Commissioners’ Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard*

*will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.”*

**Section XI (B)** outlines some criteria for granting relief from the rules and regulations. It states, *“No relief shall be authorized unless the Commissioners’ Court finds:*

- 1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
- 2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
- 3. That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
- 4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*

*Such findings of the County Commissioners’ Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners’ Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.*

**RECOMMENDATION:**

Staff supports this request as it appears to meet all the listed criteria outlined in Section XI (B) for granting relief from these regulations. Therefore, staff recommends **approval** of this request, subject to the following conditions:

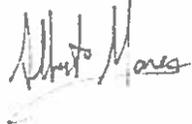
- 1) This property shall be platted prior to the issuance of any building permit.
- 2) A building permit shall be submitted for review to the Department of Development prior to the construction of any new structure.
- 3) Future subdivision or platting of property located within the unplatted portions of the J. Higgins Survey, Abstract No. 530 (containing ± 130 acres) and the A. Bynum Survey, Abstract No. 187 (containing ± 35 acres) shall be prohibited and no additional structures shall be permitted or constructed on the same property until a minimum 6-inch waterline is constructed, built, and inspected to meet the County standards with appropriate fire hydrants installed and spaced according to the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes and meeting any other requirements set forth by the Fire Marshal.

**ATTACHMENTS:**

1. Location Map
2. Proposed re-plat
3. Applicant's letter
4. Utility letter

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, MARCH 28, 2017**

**SUBMITTED BY:**

A handwritten signature in black ink, appearing to read "Alberto Mares". The signature is written in a cursive style with a horizontal line underneath.

Alberto Mares, AICP  
Director  
Ellis County Department of Development



 Subject Property



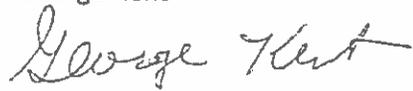
George Kent  
417 W Main St  
Midlothian, Texas. 76065  
2/27/2017

To: Ellis County Commissioners Court

Please be advised that I George Kent am seeking a variance to the fire hydrant requirements for the Stewart property at location Baucum Road and Curtis Ray Road.

Thank You

George Kent

A handwritten signature in cursive script that reads "George Kent".

**ATTACHMENT NO. 4**

BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT  
312 S OAK BRANCH RD  
WAXAHACHIE, TX 75167  
972-937-1212 972-937-1242 fax

DATE 2/7/17

Confirmation Requested by: Terry Stewart

Property Location: Baucum Rd. & Curtis Ray

Number of Services Requested 1 Services

Fire Hydrants: The property will be served by an existing 3" water line.

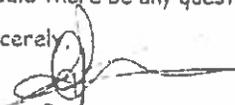
RE: CONFIRMATION OF WATER SERVICE PROVIDED BY  
BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT

The listed property is located within the Buena Vista-Bethel Special Utility District certificated area, No 10898, filed with the Texas Water Commission.

The District is a public water system that operates and meets the criteria prescribed by the Texas Commission on Environmental Quality. Addition of water service(s) to the listed property will not infringe this ability.

Should there be any questions concerning this matter, please advise.

Sincerely,

  
Wayne Pratt  
Operations Foreman

Expires:

Buena Vista-Bethel Special Utility District is an equal opportunity provider and employer.

# document solutions

Share ✦ Simplify ✦ Support

2.3

## Solution Summary: *Ellis County JP PCT 2*

*Pricing per the State of Texas  
DIR Contract DIR-TSO-3043*



### Xerox WorkCentre 7855

**55ppm Full Color Copier/Printer/Scanner/Fax with  
Office Finisher - Stapler**

*Replacing: Xerox WorkCentre 5740 S/N: XEH077483*

**Current Costs: \$142.48**

***48 Month Lease Combined Costs:  
New Cost \$162.42 per month***

#### **Service and Supplies:**

**Includes**

**75,000 B&W per Month**

**\$0.0051 B&W 75,001+**

**\$0.0456 Color per copy**

**\* Includes installation and training**

**\*\*\* Color can be placed on a code and / or disabled \*\*\***

# Lease Agreement



Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS  
JUSTICE OF THE PEACE  
PRECINCT 2  
701 S I-H 35 E  
WAXAHACHIE, TX 75165-4720

Install: COUNTY OF ELLIS  
JUSTICE OF THE PEACE  
PRECINCT 2  
701 S I-H 35 E  
WAXAHACHIE, TX 75165-4720

State or Local Government Negotiated Contract : 072719100

## Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none"> <li>- Office Finisher Lx</li> <li>- Convenience Stapler</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV  Customer's Reference Information - DIR-TSO-3043	- Xerox WC5740P S/N XEH077483 Trade-In as of Payment 48	4/14/2017

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7855PT	\$162.42	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0051	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
		2: Color Impressions	All Prints	\$0.0456	
<b>Total</b>	<b>\$162.42</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Amiee Bilberry</b> (817)558-9656  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>		
Signer: Carol Bush	Phone: (972)825-5011			
Signature: _____	Date: _____			

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

2.3



DATE March 16, 2017  
QUOTE # 188188-01

ELLIS COUNTY PCT 1  
TODD ROBINSON

DENNIS ROBINSON-COMM  
*Randy Stinson*

Christopher Simon  
972 313 5537

PO BOX 536  
PALMER, TEXAS 75152-0536

One (1) New Caterpillar Model: CS64B Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

SELL PRICE \$115,919

---

Quote thru BuyBoard Contract #515-16

**WARRANTY**

Standard Warranty: 12 Month/Unlimited Hours Total Machine

**MACHINE SPECIFICATIONS**

DESCRIPTION	REF.#
CS54B VIBRATORY COMPACTOR DCA2	479-9003
CS54B VIBRATORY COMPACTOR	433-1610
ENGINE, TIER 4F/STAGE 4	420-9150
SCREEN, STANDARD	479-9014
OIL, HYDR, FACTORY FILLED	362-4940
PLATFORM, ROPS/FOPS	435-8035
SEAT, VINYL	356-1226
BELT, SEAT, 3"	387-1801
SENSOR, DRIVE POWER	441-6674
TIRES, FLOTATION, 8PR	203-4717
FREQUENCY, FIXED	355-3542
SCRAPER, STEEL, FRONT	360-0493
LIGHTS, UPGRADED	355-3056
MIRRORS, REARVIEW, EXTERNAL	354-5413

**STANDARD EQUIPMENT**

**POWERTRAIN**

CAT C4.4 four cylinder, turbo-charged diesel engine with glow-plug heater  
Dual element air cleaner  
Fuel filter/water separator/electronic

Dual propel pumps - 1 for drum and 1 for tires  
Dual braking systems (service & parking, drum only)

priming pump and water indicator  
Three-speed throttle switch including  
ECOMODE

Two-speed hydrostatic transmission  
Limited slip differential

#### ELECTRICAL

24-volt starting and charging system  
alternator  
(2) Maintenance free batteries -  
750 CCA  
Halogen working lights - canopy mounted

(2 front-facing and 2 rear-facing)  
Backup alarm and forward warning horn  
Product Link Ready  
Beacon Ready

#### OPERATOR ENVIRONMENT

ROPS/FOPS platform  
Four heavy-duty isolation mounts  
Platform handrails/guardrails  
Power steering  
Adjustable tilt-steering column  
Adjustable, rotating suspension seat  
Retractable seat belt  
Adjustable, padded arm rest for  
propel lever operation  
On-board display with audible  
warning alarm and interface for:  
-hydraulic oil temperature gauge,  
-engine oil pressure gauge,

-engine coolant temperature gauge  
-alternator charge  
-fuel level gauge,  
-service hour meter,  
-engine RPM  
-ground speed, vibe speed  
-fuel rate gauge  
-engine load gauge  
-basic compaction measurement  
Lockable, vandalism guard for  
on-board display  
12-volt power point

#### COOLING

Premixed 50% concentration of Extended  
Life Coolant with freeze protection

to -37C (-35F)

#### DRUMS

Smooth drum  
84" (2134 mm) wide x 60 4" (1534 mm)  
diameter  
Dual amplitude with single frequency

Dual, pod-style eccentric weight  
 housings  
Front adjustable steel scraper

#### OTHER STANDARD EQUIPMENT

Locking composite engine enclosure  
Sealed-for-life hitch bearings  
Sight gauges.  
-coolant level  
-hydraulic oil level  
Hydraulic tank locking cap  
Articulated frame with safety lock  
Transport tie-down and lift points

Fuel tank with lockable cap  
Quick connect hydraulic pressure test  
ports  
SOS ports  
-engine  
-hydraulic  
-coolant  
Universal bumper

3.2

**Susan Soros**

---

**From:** Cindy Polley <cindy.polley@co.ellis.tx.us>  
**Sent:** Monday, March 13, 2017 5:51 PM  
**To:** Susan Soros  
**Subject:** For March 28, 2017 Commissioners' Court  
**Attachments:** Scanned from Ellis County Clerk (220 KB)

Susan,

Please include this as an Administrative item on the next Court agenda. March 28, 2017

Consideration and approval of amendment to Contract No. 537-16-0057-00001 between the Department of State Health Services (DSHS) and Ellis County which was effective on September 1, 2015. The amendment will be denominated as Contract No. 537-16-00001A and is effective March 28, 2017 through August 31, 2018. CONTRACT: DSHS provides the Ellis County Clerk access to the Texas Electronic Registration Remote System (TER) for the purpose of issuing individual birth certificates. *Cindy Polley, Ellis County Clerk*

I have attached the Department of State Health Services Amendment No 01 along with the current DSHS contract ... Ray has reviewed the Amendment with Contract has says it's good to go to Court.

Thank you. If you have questions or concerns please let me know. cp

Cindy Polley  
Ellis County Clerk  
PO Box 250  
Waxahachie, Texas 75168  
972-825-5070  
cindy.polley@co.ellis.tx.us

## County Judge

---

**From:** Pate,Lori (DSHS) <Lori.Pate@dshs.texas.gov>  
**Sent:** Friday, February 17, 2017 6:34 PM  
**To:** County Judge  
**Cc:** cindy.polley@co.ellis.tx.us  
**Subject:** VSU Remote Birth Access Contract - Ellis County  
**Attachments:** Ellis County\_1st Signature.pdf

**Importance:** High

Dear Contractor:

Attached are files containing your Department of State Health Services (DSHS) Vital Statistics Unit (VSU) Remote Birth Access contract. To expedite contract execution, please sign and return one scanned copy of the complete contract **no later than April 14, 2017**, via email to [lori.pate@dshs.state.tx.us](mailto:lori.pate@dshs.state.tx.us). If your organization is unable to meet this deadline due to the approving body's meeting calendar and/or process, please respond to this email indicating your anticipated return date.

Any change made to the contract is considered a counter-offer, and is not valid without DSHS written concurrence.

Please reference the DSHS contract number in all future correspondence. A copy of your executed contract will be returned to you via email.

If you have questions specific to the attached contract, please contact me via email at [lori.pate@dshs.state.tx.us](mailto:lori.pate@dshs.state.tx.us), or 512-776-7428. Thank you for your prompt attention to this matter.

Sincerely,  
Lori Pate

Lori Pate, CTCM  
Contract Administration Manager  
Department of State Health Services  
DCPS/RLHS Contract Management Unit  
PO Box 149347, MC1990  
Austin, TX 78714

**DEPARTMENT OF STATE HEALTH SERVICES  
AMENDMENT NO. 01**

The Department of State Health Services ("DSHS") and Ellis County ("Contractor") agree to amend Contract No. 537-16-0057-00001 (Contract), which was effective on September 1, 2015. This amendment will be denominated as Contract No. 537-16-0057-00001A.

- I. The Parties agree to amend Article II. Term of the Contract to extend the end of the contract term to August 31, 2018.
- II. The Parties agree to delete Article IV. Statement of Work, Section B. in its entirety, and replace it with the following:

Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the TER Remote System is not abused by its staff. Abuse of the access to confidential information in the TER Remote System may be cause for termination of this Contract in accordance with Section IX.K.

- III. The Parties agree to delete Article VI. Billing, Section B., and replace with the following:

Contractor will direct any billing inquiries either by phone to 512-776-7428 or email to [lori.pate@dshs.state.tx.us](mailto:lori.pate@dshs.state.tx.us).

- IV. The parties agree to delete Article VIII. Representatives and replace with the following:

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

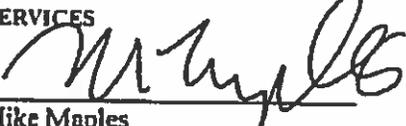
DSHS (Previous)	DSHS (New)
Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347  Phone: 512-776-3713  Email: <a href="mailto:Princess.Lindsay@dshs.state.tx.us">Princess.Lindsay@dshs.state.tx.us</a>	Texas Department of State Health Services DCP/RLHS Contract Management Unit Attn: Lori Pate Mail Code 1982 P.O. Box 149347 Austin, TX 78714-9347  Phone: 512-776-7428  Email: <a href="mailto:Lori.Pate@dshs.state.tx.us">Lori.Pate@dshs.state.tx.us</a>

- V. This Amendment No. 01 shall be effective as of the date last signed below.
- VI. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- VII. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 01  
DSHS CONTRACT NO. 537-16-0057-00001A**

**DEPARTMENT OF STATE HEALTH  
SERVICES**

  
\_\_\_\_\_  
Mike Maples  
Assistant Deputy Commissioner

Date of Execution: 2-17-17

**ELLIS COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

## DEPARTMENT OF STATE HEALTH SERVICES



Contract number 537-16-0057-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and Ellis County (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

- I. **Purpose of the Contract.** DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.
- II. **Term of the Contract.** This Contract will begin on September 1, 2015 and end on August 31, 2017.
- III. **Authority.** The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.
- IV. **Statement of Work.**
  - A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.
  - B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.
  - C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.
  - D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:
    1. Normal key-entry errors in spellings;
    2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
    3. The event year does not exist on the system.

**Contract Number:**

- E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.**
- F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.**
- G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.**
- H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.**
- I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.**
- J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.**

**V. Fees.**

Contractor agrees to pay DSHS \$1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

**VI. Billing.**

- A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:**

**Name: Ellis County Clerk's Office**

**Address: P.O. Box 250  
Waxahachie, TX 75168**

- B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to [vsubusinessservices@dshs.state.tx.us](mailto:vsubusinessservices@dshs.state.tx.us).**

**VII. Payment Method.**

- A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.**
- B. Contractor will send payments to DSHS at:**

Contract Number:

Texas Department of State Health Services  
Cash Receipts Branch MC 2096  
P.O. Box 149347  
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

Ellis County	DSHS
Cindy Polley Ellis County Clerk's Office P.O. Box 250 Waxahachie, TX 75168  Phone: 972-825-5070  Email: cindy.polley@co.ellis.tx.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347  Phone: 512-776-3713  Email: Princess.Lindsay@dshs.state.tx.us

IX. General Terms and Conditions.

A. Governing Law. Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. Amendment. This Contract may be modified by written amendment signed by the Parties.

C. Confidentiality.

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law.
2. The Data Use Agreement # 2014-044235-001 that was executed between the Parties on 6/5/2015 is applicable to this Contract and Contractor agrees to continue to be bound by its terms and conditions.
3. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than

Contract Number:

individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

4. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.
5. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- D. **Exchange of Client-Identifying Information.** If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.
- E. **Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- F. **Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- G. **Notice.** Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.
- H. **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- I. **Assignment.** Neither DSHS nor Contractor will not transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.
- J. **Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.
- K. **Termination.**

Contract Number:

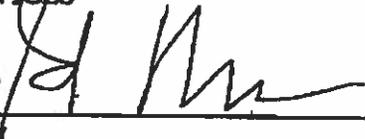
1. **Convenience.** This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

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2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.
4. **Transition after Termination.** At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH  
SERVICES



Ed House  
Chief Operating Officer  
Department of State Health Services

10/21/2015  
Date

ELLIS COUNTY



Carol Bush  
County Judge  
Ellis County

OCT 13 2015  
Date

## Indigent Health Care Referral Procedure

**Policy:** Indigent health care is mandated by the State of Texas and has provided policy stated as Chapter 61.

**Sec.61.031.** Notification of Provision of nonemergency services. (a) a county may require any provider, including a mandated provider, to obtain approval from the county before providing nonemergency health care services to an eligible county resident.

(e) If a provider delivers nonemergency health care services to a patient who is eligible for assistance under this subchapter and fails to comply with this section, the provider is not eligible for payment for the services from the patient's county of residence.

**Procedure:** When services are required by a specialist or other entity outside of Hope Clinic the following procedure will be required.

- (1) Hope Clinic will set up the appointment for the client.
- (2) Hope Clinic will send a referral request form to Ellis County Indigent Health showing the facility to see the patient, date, time, why they will be seen outside of Hope Clinic and what the other facility will be doing for the patient.
- (3) Ellis County Indigent Health Care will then review the form and determine if the referral is appropriate.
- (4) Ellis County Indigent Health Care will then complete the appropriate referral form showing approval or denial of referral. Will then fax to Hope Clinic and the referred facility of the decision.
- (5) Ellis County Indigent Health Care will also make contact with the client either via phone or mail (depending on time availability) of the decision.

**If this procedure is not followed:** Ellis County will not pay claims if this procedure is not followed as stated by the Chapter. The client will then be responsible for the expenses incurred. It is requested that all facilities check with Ellis County prior to rendering services to our clients.

### HOSPITALS

**VERBAL NOTIFICATION IS REQUIRED WITHIN 72 HOURS ONCE THE PATIENTS COUNTY OF RESIDENCE IS DETERMINED AND WRITTEN NOTIFICATION WITHIN 5 DAYS FROM DATE OF ADMIT OR ED VISIT. THIS IS REQUIRED EVEN IF THE PATIENT IS NOT AN INDIGENT HEALTH CARE CLIENT AT TIME OF SERVICE. IF NOTIFICATION IS NOT COMPLETE, THE CLAIM WILL NOT BE PAID.**

## **ELIGIBILITY STANDARDS AND PROCEDURE**

**Purpose:** The purpose of this policy is to establish a minimum eligibility standard, application, documentation, and verification procedure for Ellis County Indigent Health Care.

**Application process:** A valid identifiable application must have a name, address and signature. Date stamp the date received. If not identifiable and an address is available, stamp the date received and mail back. With the identifiable application, check for prior accounts, if none, check rapid registration and hospital notification. Assign a client number using rapid registration if available. Set appointment 14 days out if mailing the F102 and F103. If handing the forms, the first available can be used. Reschedules are permitted but be attentive to the age of the application. Once interviewed, allow 14 days to provide pending information. Deny on the 15<sup>th</sup> day if no information has been received. Complete the case within 14 days once all information has been received.

**Documentation:** Documentation is important to justify your decision on the case. Please document household compensation, income, resources and management. Also, document if the client will participate in work registration or if exempt and why and if Social Security Disability has been pursued and the status of the claim. Please see work registration policy.

**Verification:** Verification can be written or verbal. If possible, reach out to sources for verification to complete the case timely. Identification can be any state issuance. This doesn't verify their residence, just who they are. If there are no state ID available, 3 other forms of ID's will be accepted. Examples: school records, mail, church records, social security card, offender card, homeless shelter card, work badge, etc. Use your discretion. If you question who they are, do not accept. CIHP cannot require someone to pay for a state issued ID.

**Income eligibility:** Ellis County Indigent Health Care will use the 21 percent of the federal poverty level to determine eligibility.

**Services:** Ellis County will provide Basic Health Services to eligible Ellis County residents through Hope Clinic. Basic Health Services, primary and preventative services, lab and x-rays, immunizations, specialist with referrals, 3 prescriptions per month that does not exceed more than \$200.00 each, medical screening services, annual physical examinations, and inpatient and outpatient hospital services. Other medical necessary services include diabetic education and supplies, colostomy supplies, some medical equipment, limited home and community health care services, vision care for cataracts and other appropriate health care services identified by department rule that may be determined to be cost effective.

**Referrals and notification of services:** Clients will receive medical care through HOPE CLINIC. If a specialist is needed, Hope Clinic will send ECIHC a request for the specialist. ECIHC will then determine if the referral is appropriate and will notify the specialist and HOPE Clinic of the decision. The client will also be notified by ECIHC of the decision. This is done prior to any services provided by the specialist. The client is responsible for all bills if the referral process is not followed and Ellis County will not pay for the services. Hospitals, either Emergency services or Inpatient services, must notify ECIHC verbally within 72 hours of admit of the clients stay and within 5 days of admit in writing. If notification is not done timely, the county is not responsible for the services.

**Changes:** Clients are required to report all changes within 14 days of the change. Process the change within 14 days, per section 3, page 6 of case record maintenance, the effective date is the date the F117 is issued to the household.

**Processing appeals:** All appeals will be processed by the Coordinator. Per Section 3, Case Processing, page 5, if a denial decision is disputed by the household, the household may submit another application, the household may appeal the denial or the county may choose to re-open the denied application. The client has 30 days to request an appeal via phone, writing or in person. Once an appeal is received, the coordinator will review the complete case to validate the decision. Once the decision is made, client will be notified in writing of the decision. If the denial is not valid, the case will be reopened within 10 days and the effective date is the first day of the month of the identifiable application. If there is still a dispute, the case will be submitted to County Judge for a final decision. The County Judge will have 45 days to make the final decision. The client will then be notified in writing of the Judge's decision.

## **MONTHLY LETTER POLICY AND PROCEDURE**

**PURPOSE:** The purpose of the MONTHLY INCOME LETTER is to insure changes are reported timely and JOB SEARCHES are validated.

The monthly income letter will be mailed out the 4<sup>th</sup> Monday of the month and due on the 3<sup>rd</sup> Friday of the following month. This gives the client 4 weeks to complete and return to the IHC office. If not returned timely, the F117 will be mailed by the 4<sup>th</sup> Monday of the month with the denial date as the last day of the current month. Example: mailed 01/23, due 02/17. If F117 needed must be mailed by 02/20, denial effective 2/28.

If the monthly income letter is received and it shows a changes has occurred, the change is then applied. If the change makes the client ineligible for the program, the denial effective date is the date the F117 is printed per Chapter 61, section 3, page 6.

Per Chapter 61, section 3, page 4, the reason for denial must be noted on F117. Ellis County Indigent Health will also note on the notice if a sanction is imposed and when the client is eligible to reapply. Example: The monthly income letter and job search was not completed. You may reapply date.

# Work Registration Requirements

Ellis County, Texas has adopted the following as the Work Registration Policy for the Indigent Health Care Program.

## General Provisions:

1. Failure to register and actively seek employment through the Texas Workforce commission constitutes a program violation of the Indigent Health Care Program (IHC).
2. Persons are exempt from having to register and seek employment if they meet one of the following criteria:
  - Receive unemployment insurance benefits or have applied but not yet been notified of eligibility
  - Physically or mentally unfit for employment, a statement from your primary care physician (Hope clinic) is required
  - Undocumented alien
  - Age 60 or older
  - Participates in an outpatient substance abuse treatment and rehabilitation program who are not allowed to seek employment while in treatment
  - Full time student participating in work study program
  - Employed or self-employed 20 hours per week or receive earnings at 20 hours per week at federal minimum wage. (20x7.25)
3. Job searches must be within your experience and qualifications. Searches not within your qualifications will not be counted.

## Consequences

1. If a non-exempt applicant or CIHCP eligible resident fails without good cause to comply with work registration requirements he/she will be disqualified from CIHCP for a period of three months.
2. Persons deemed not disabled by Social Security Administration guidelines at the hearing level will be required to seek employment.
3. Terminating employment solely for the purpose of becoming eligible for IHC may cause disqualification from program for a period of six months.

Job searches will be randomly check to validate program participations. I hereby acknowledge that I have read and understand the above information stated in this document.

---

Signature

---

Date

**INTERLOCAL COOPERATION CONTRACT**

**BETWEEN**

**COUNTY OF ELLIS AND MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT;**

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

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

**WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the MISD goods and services.
- B) The Midlothian Independent School District (hereinafter MISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) MISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to MISD.
- D) The term of this agreement shall be from February 1, 2017 to January 31, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
  - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) MISD agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 20<sup>th</sup> day of February, 2017.

---

COUNTY JUDGE  
ELLIS COUNTY, TEXAS

Attest:

---

Ellis County Clerk



---

Board President  
MIDLOTHIAN ISD

Attest:



---

Board Secretary  
MIDLOTHIAN ISD

Ellis County Precinct 4

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

**Service Provider:** Ellis County, Texas

**Department to Provide Service:** \_\_\_\_\_

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

*per Commissioners Count Minute Order* \_\_\_\_\_

**Local Government Requesting Service:** \_\_\_\_\_

**Description of Project to be Undertaken:** \_\_\_\_\_

**Location of Project to be Undertaken:** \_\_\_\_\_

**Requested by:** \_\_\_\_\_

*Kyle Butler*

**Department:** Ellis County Commissioner, Pct. 4

**APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

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

\*\*\*\*\*

**ACCEPTED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**On Behalf of:** \_\_\_\_\_

I Tianne Bradley, as an adjacent land owner to Marble Lane, hereby state that the Ellis County rd Marble Lane has to my knowledge always been a county road and that I have no objection to it remaining to be a county road.

Tianne Bradley  
Signature

3-6-17  
Date

I Maureen E. Kennedy, as an adjacent land owner to Marble Lane, hereby state that the Ellis County rd Marble Lane has to my knowledge always been a county road and that I have no objection to it remaining to be a county road.

Maureen E. Kennedy  
Signature

27 Feb 17  
Date

John Wey, President of  
Silent W Investments, LLC, as an adjacent

land owner to Marble Lane, hereby state that the Ellis  
County rd Marble Lane has to my knowledge always  
been a county road and that I have no objection to it  
remaining to be a county road.

John Wey, Pres

Signature

3-4-17

Date

Silent W Investments, LLC

I Jimmy W Poque, as an adjacent land owner to Marble Lane, hereby state that the Ellis County rd Marble Lane has to my knowledge always been a county road and that I have no objection to it remaining to be a county road.

Jimmy W Poque  
Signature

3-9-17  
Date

I Delores Brantley, as an adjacent land owner to Marble Lane, hereby state that the Ellis County rd Marble Lane has to my knowledge always been a county road and that I have no objection to it remaining to be a county road.

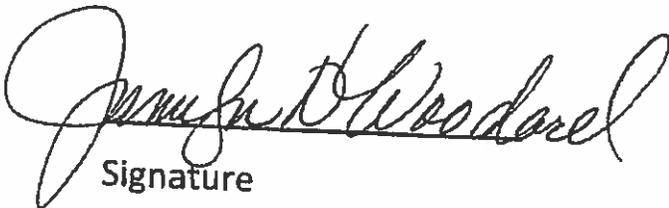
Delores Brantley

Signature

3-9-17

Date

I Jimmilyn Woodard, as an adjacent land owner to Marble Lane, hereby state that the Ellis County rd Marble Lane has to my knowledge always been a county road and that I have no objection to it remaining to be a county road.

  
Signature

3-9-17  
Date

3.7

**Team USA Collision #3**  
1301 Main Street, Midlothian, TX 76065  
Phone: (972) 775-4999

Workfile ID: 89c09c7a  
Federal ID: 1-20-0998952-1

**Estimate of Record**

**Customer: HOLTON, MARK**

**Job Number:**

Written By: David McNeely, 1/12/2017 11:46:10 AM

Insured: HOLTON, MARK  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
HOLTON, MARK  
(972) 322-5105 Business

**Inspection Location:**  
Team USA Collision #3  
1301 Main Street  
Midlothian, TX 76065  
Repair Facility  
(972) 775-4999 Business

**Insurance Company:**

**VEHICLE**

2003 TOYO Tacoma Regular Cab Automatic 2D P/U 4-2.4L Gasoline EFI

VIN: 5TENL42N93Z213014  
License:  
State:

Interior Color:  
Exterior Color:  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

**TRANSMISSION**

Automatic Transmission  
Overdrive

**POWER**

Power Steering  
Power Brakes

**DECOR**

Dual Mirrors  
Tinted Glass

**RADIO**

AM Radio  
FM Radio

**Stereo**

Search/Seek

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)

**SEATS**

Cloth Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**Estimate of Record**

**Customer: HOLTON, MARK**

**Job Number:**

2003 TOYO Tacoma Regular Cab Automatic 2D P/U 4-2.4L Gasoline EFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	<b>CAB</b>						
2	*	Rpr LT Rocker panel		0	0.00	8.0	1.5
3		Add for Clear Coat		0	0.00	0.0	0.6
4	#	Refn Cover car for overspray		0	0.00	0.0	0.3
5	#	EPC		1	5.00	0.0	0.0
<b>SUBTOTALS</b>					<b>5.00</b>	<b>8.0</b>	<b>2.4</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			5.00
Body Labor	8.0 hrs @	\$ 44.00 /hr	352.00
Paint Labor	2.4 hrs @	\$ 44.00 /hr	105.60
Paint Supplies	2.4 hrs @	\$ 34.00 /hr	81.60
Subtotal			544.20
Sales Tax	\$ 86.60 @	8.2500 %	7.14
<b>Grand Total</b>			<b>551.34</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>551.34</b>

## Estimate of Record

**Customer: HOLTON, MARK**

**Job Number:**

2003 TOYO Tacoma Regular Cab Automatic 2D P/U 4-2.4L Gasoline EFI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AEM8510, CCC Data Date 1/10/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

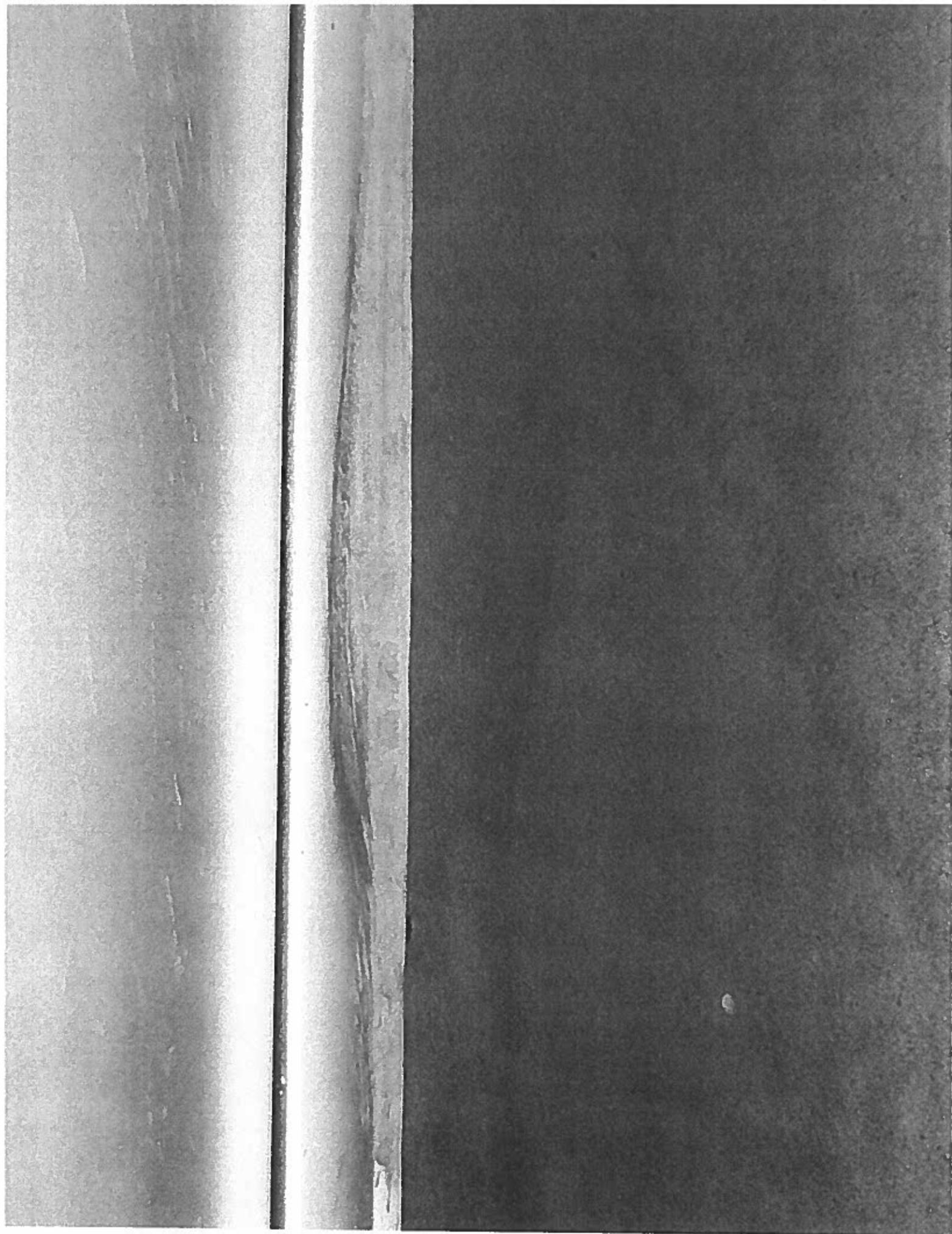
January 11, 2017

Mark Holton called the Sheriff's office to report and they transferred him to me.

Around 12:30 p.m. on Hwy 287 going East just before the Exit for 77/Waxahachie, a dump truck with license plate # 113 7628 had what he thought at first was large dirt clods falling out of the bed of the truck. He says that he backed off in order for them to miss his truck but they continued to get bigger and he was dodging to miss them but was not able to miss all of them. He then realized that it was balls of roots. He exited off to go to Home Depot and looked at his pickup. He found that it put a dent/scratch on the side underneath the driver side door (pics attached).

text\_2  
Around 1230 pm when it happened. Thank you  
Just want my truck repaired.





3.10

**RELEASE IN FULL**

**State of Texas**

§

**County of Ellis**

§

§

Whereas, the following individual, Justin Morris of 2810 John T. Lane, Midlothian, Texas 76065, hereinafter referred to as "Claimant", has asserted a claim against Ellis County, Texas, hereinafter referred to as "County". Whereas, the sum and substance of the complaint is that Claimant's 2007 Volkswagen Beetle was allegedly damaged by piece of a bridge maintained by Ellis County on or about November 26, 2016. Claimant agrees to accept as full and final settlement ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) as a result of the above incident.

I, Justin Morris, Claimant, in consideration of the sum of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00), the receipt of which is hereby acknowledged and confessed, have released, acquitted and forever discharged, and by these presents do for myself, my legal representatives, administrators, successors and assigns, release, acquit and forever discharge, Ellis County, Texas, its officials and employees including but not limited to the Ellis County Commissioners Court, the Commissioner of Ellis County Road and Bridge Precinct No. 4, the Ellis County Road and Bridge Precinct No. 4 Department, and all of the above listed entities' officials, employees, agents, heirs, executors, legal representatives, administrators, insurers, successors and assigns, and all other persons, firms, insurers, or corporations who might be liable from any and all claims, demands, charges, costs of court including but not limited to attorney's fees, and causes of action of whatsoever nature, or any other legal theory arising out of the circumstances described hereinabove from any and all liability and damages of any kind known or unknown, whether in contract or in tort, property damage and any other damages which have accrued or may ever accrue to me, my heirs, executors, legal representatives, administrators, successors or assigns, for or on account of the facts and subject matter referred to herein.

The aforementioned consideration is paid to and accepted by the undersigned Claimant in full satisfaction of all damages or claims owed to him. It is understood and agreed that this is a FULL AND FINAL RELEASE AND DISCHARGE of the Released Parties for any matter or thing dealt with herein, and that the same may be pleaded as an absolute and final bar to any and all suits or suits pending, or which may hereafter be pending or prosecuted by Claimant, or anyone claiming by, through or under Claimant. The payment of the sums of money is not now, nor at any time in the future, to be construed as an admission of liability or guilt.

It is further understood and agreed that there are no promises of any additional payments or of any further benefits to be received directly or indirectly by the undersigned Claimant from County, its officials, employees, agents, successors, assigns and/or affiliates other than the consideration herein recited. As part of the consideration described above, Claimant hereby agrees to indemnify and hold harmless each and all of the Released Parties from any and all claims, legal expenses, demands, actions and causes of action of whatsoever nature or character which

have been or which may hereafter be asserted by any person, firm, or corporation whomsoever in connection with or in relation to the alleged damage described herein.

As part of the consideration for the payment of the above-mentioned sum of money to Claimant by the parties hereby released, I, Justin Morris, the undersigned Claimant, expressly warrant and represent and do hereby state that I am legally competent to execute this release and agreement and I am above the age of eighteen (18) years, that no promise or agreement which is not herein expressed has been made to me in executing this release, and that I am not relying upon any statement or representation of any agent of the parties being released hereby. I am relying on my own judgment. I have not been represented by legal counsel in this matter, but I have read and understood the contents of this release, as well as the legal consequences of this release, and I understand that this release shall operate as a full and complete and final release and settlement of any and all claims referred to above.

I have received check number \_\_\_\_\_ dated \_\_\_\_\_, from Ellis County, which has been paid in full to me, in the amount of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00). Whereas, it is acknowledged, agreed and understood that I have read this full release and that it is a complete, written statement of the terms and conditions of said release.

Signed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Justin Morris, Claimant

STATE OF TEXAS           §

COUNTY OF ELLIS       §

The above and foregoing RELEASE was SWORN TO AND SUBSCRIBED BEFORE me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Justin Morris, Claimant.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS