

A2

Susan Soros

From: Tim Birdwell <tim.birdwell@co.ellis.tx.us>
Sent: Wednesday, April 26, 2017 3:56 PM
To: Susan Soros; Gloria Ortiz
Cc: randy.stinson@co.ellis.tx.us
Subject: FW: notice of resignation

Susan and Gloria,

For the records. I will place a copy of this in ESD # 7 folder. This will be in Commissioner's Stinson Precinct. I will CC him on it also.

Thanks,

Tim Birdwell
Ellis County Fire Marshal
109 S. Jackson St
Waxahachie Texas 75165
972-825-5555
tim.birdwell@co.ellis.tx.us

"You gain strength, courage, and confidence by every experience in which you really stop to look fear in the face. You must do the thing which you think you cannot do". Eleanor Roosevelt.

-----Original Message-----

From: Gary Sportsman [mailto:gsportsman@gmail.com]
Sent: Tuesday, April 25, 2017 5:58 PM
To: tim.birdwell@co.ellis.tx.us
Subject: FW: notice of resignation

Hi Tim,

I am forwarding you the letter of resignation for Timberlie Perdue. Her husband took a job out of state and they will be moving shortly. The board is looking for her replacement. As soon as we have candidates I will forward to you. Thanks!!

Gary Sportsman

-----Original Message-----

From: Timberlie Perdue [mailto:timberlieperdue@yahoo.com]
Sent: Tuesday, April 18, 2017 10:33 AM
To: Gary Sportsman
Subject: notice of resignation

Please consider this as my notice of resignation from the ESD board as of today's date of April 18th, 2017. Due to my pending move from the Bristol area.

Thanks,

A3

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.

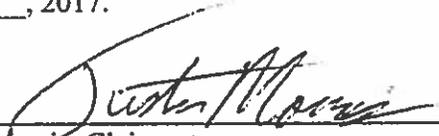
It is further understood and agreed that there are no promises of any additional payments or of any further benefits to be received directly or indirectly by the undersigned Claimant from

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 281468 dated 03/28/2017, 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 4th day of May, 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 4th day of May, 2017, by Justin Morris, Claimant.


Justin Morris

**NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS**

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
001-0050-50803	Furniture/Fixtures	\$300.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50809	Auto Repair	\$300.00

Mark Eld
Signature of Department Head

4/25/2017
Date Signed

Extension
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: *Biller 4/26/17*

Needs court approval

F2

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

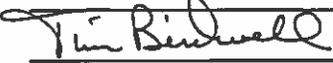
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50802	Equipment	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50831	Uniform	\$1,000.00

Tim Birdwell

 Signature of Department Head

5-2-17
 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 _____, 2016/2017

_____ County Judge

_____ Commissioner Precinct #1

_____ Commissioner Precinct #2

_____ Commissioner Precinct #3

_____ Commissioner Precinct #4

Approved by County Auditor's Office: Allen 5/3/17

Needs court approval

F3

ELLIS COUNTY BUDGET
2016/201 LINE ITEM ADJUSTMENT

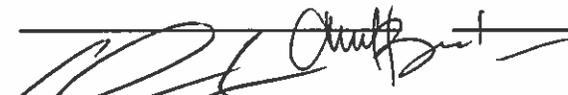
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-30302-00000-000	Budgeted Fund Balance Carryover	37,457.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50702-00000-000	Repairs	37,457.00



 Signature of Department Head

May 4, 2017

Date Signed

015 / Jail

Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

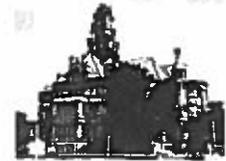
- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office: Ballen 5/4/17

Needs Judge's authorization and Court approval



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

April 25, 2017

Request for Approval of May 9th 2017

Commissioners Court

<u>Refund to be issued to</u>	<u>Account #</u>	<u>Refund Amount</u>
Point Bank	185101,185022	\$5,721.36
Corelogic	170255	\$3,018.44
HPA Texas Sub LLC	256492	\$5,732.53
IMO US Alabama	217421	\$3,033.59
Wells Fargo	204482	\$3,500.36
Corelogic	195722	\$2,989.79
Corelogic	169253	\$3,297.86
Corelogic	152977	\$4,017.80
Corelogic	150879	\$6,154.26
Corelogic	150347	\$3,659.70
Corelogic	149310	\$5,433.93
Corelogic	140504	\$3,520.29
Corelogic	139771	\$5,958.87
Corelogic	139730	\$3,419.89
Corelogic	139714	\$7,258.54
Healthcare Property Managers	261917	\$20,021.98
Corelogic	170255	\$3,018.44
Midwest	206070	\$4,362.37
Corelogic	261818	\$6,300.00
LoanCare LLC	250676	\$4,680.27

*Tax Refunds
Consent granted
OK*

[Signature]

4/20/17



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

AGENDA CAPTION:

Consider and act upon a request to approve a simplified plat of Watson Addition. Property contains ± 5.275 acres of land in the Robert Bell Survey, Abstract No. 60 and the Samuel Billingsley Survey, Abstract No. 77 located on the west side of FM 2377 $\pm 1,600$ feet south of South Central Avenue, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road & Bridge Precinct No. 4, as requested by David & Lynn Watson.

BACKGROUND INFORMATION:

Purpose:

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

History:

There is no history of any other subdivision request on this property.

Thoroughfare Plan:

This property is located on FM 2377 and that road is classified as a minor arterial road with a total right-of-way dedication ranging between 80-100 feet. Currently, the amount of right-of-way dedication obtained by the City of Red Oak is 80 feet. An additional ten (10) feet of dedication is proposed with this plat, thereby satisfying the Thoroughfare Plan requirements.

Utility Service:

Water service to this area is provided by Rockett Special Utility District.

RECOMMENDATION:

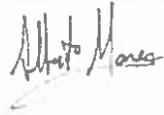
Staff recommends **approval** of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Plat

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED BY:

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

Alberto Mares, AICP
Director
Ellis County Department of Development



Subject Property



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. SP2**

AGENDA CAPTION:

Consider and act upon a request to approve a simplified plat of Vincell's Other Acres. Property contains \pm 2.203 acres of land in the J.B. and Ann Adams Survey, Abstract No. 5 located at the northwest corner of F.M. 879 and Ike Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1, as requested by Roger Vincell.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting approval of this simplified plat on this property for two (2) residential lots.

History:

There is no history of any other subdivision request on this property.

Thoroughfare Plan:

This property is located along F.M. 879, which is classified as a principal arterial road with a total right-of-way dedication ranging between 100-130 feet. This plat shows an additional dedication of ten (10) feet to satisfy the Thoroughfare Plan requirements. In addition, thirty (30) feet of dedication along Ike Road is also shown to convert this prescriptive right-of-way into an official right-of-way dedication.

Utility Service:

Water service to this area is provided by Rockett Special Utility District.

RECOMMENDATION:

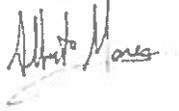
Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Plat

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED 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

ATTACHMENT NO. 1



Subject Property



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.1**

AGENDA CAPTION:

Continue a public hearing to consider and act upon a replat of Lot 5, Mohundro Farm. Property contains \pm 5.4628 acres of land located at 220 & 226 Mohundro Road, Ferris, Road & Bridge Precinct No. 1, as requested by Roy Mata.

BACKGROUND INFORMATION:

Case Update:

At its April 25, 2017 meeting, the Commissioners' Court continued the public hearing to the May 9, 2017 meeting to allow additional input regarding this case.

At that public hearing, one (1) adjacent property owner spoke in opposition to this request citing a desire to maintain the intent of the deed restrictions to keep the five-acre lots requirement within that subdivision and expressed concerns regarding the 3-inch waterline currently available. The County cannot enforce deed restrictions as they are private CC&R (covenants, conditions, and restrictions). Just as a reminder, should the property owner wish to enforce these private deed restrictions, their only recourse is to file suit against that individual property owner and force them to comply.

Per Chapter 232.0025 (d) of the Texas Local Government Code, the Commissioners' Court must act upon this plat within 60 days of determining that plat application to be complete. This plat was determined to be complete on March 20, 2017. The last day to take action on this plat is May 19, 2017.

Should the Commissioners' Court decide not to take action within those 60 days, subsection (i) requires a full refund be issued, the plat application is granted by operation of law, and the applicant may apply to district court for a writ of mandamus* to compel the Commissioners' Court to issue documents recognizing the plat's approval.

**A (writ of) mandamus is an order from a court to an inferior government official ordering the government official to properly fulfill their official duties or correct an abuse of discretion.*

Purpose:

The applicant is requesting this replat to create one (1) additional lot from a previous platted property. Both lots meet the requirement of the subdivision regulations.

History:

At its October 30, 1981 meeting, the County Commissioners' Court approved the final plat of Mohundro Farm.

At its March 28, 2017 meeting, the Commissioners' Court approved a variance to Section II (H) (Utility Service) to waive fire hydrant connection requirement as the existing waterline from Rockett Water in this service area is currently three (3) inches. This replat will satisfy the first of two (2) conditions placed on the variance approval. The second condition reads as follows, "*A building permit must be submitted for review to the Department of Development prior to the construction of any new structure.*"

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on Friday, March 24, 2017 and the Waxahachie Daily Light on April 9, 12, and 18, 2017. A total of twenty-nine (29) property owner notifications were sent for this replat. To date, staff has not received any inquiries regarding this request. All notification requirements have been satisfied per State law.

RECOMMENDATION:

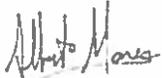
After re-reviewing this case, staff can safely re-determine this plat continues to meet all the current County's subdivision requirements. Based on these findings, staff recommends approval of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. Public Notice

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



 Subject Property

ATTACHMENT NO. 2

Mohundro Farms
Tract 5

- NOTES: 1. Each lot has a 27' Bulding line a 10' utility easement
 2. Covenants will be specifications on
 3. Lot use is residential
 4. Each lot has a 50'
 5. Total land area is
 6. This property is as shown on FES June 3, 2013.



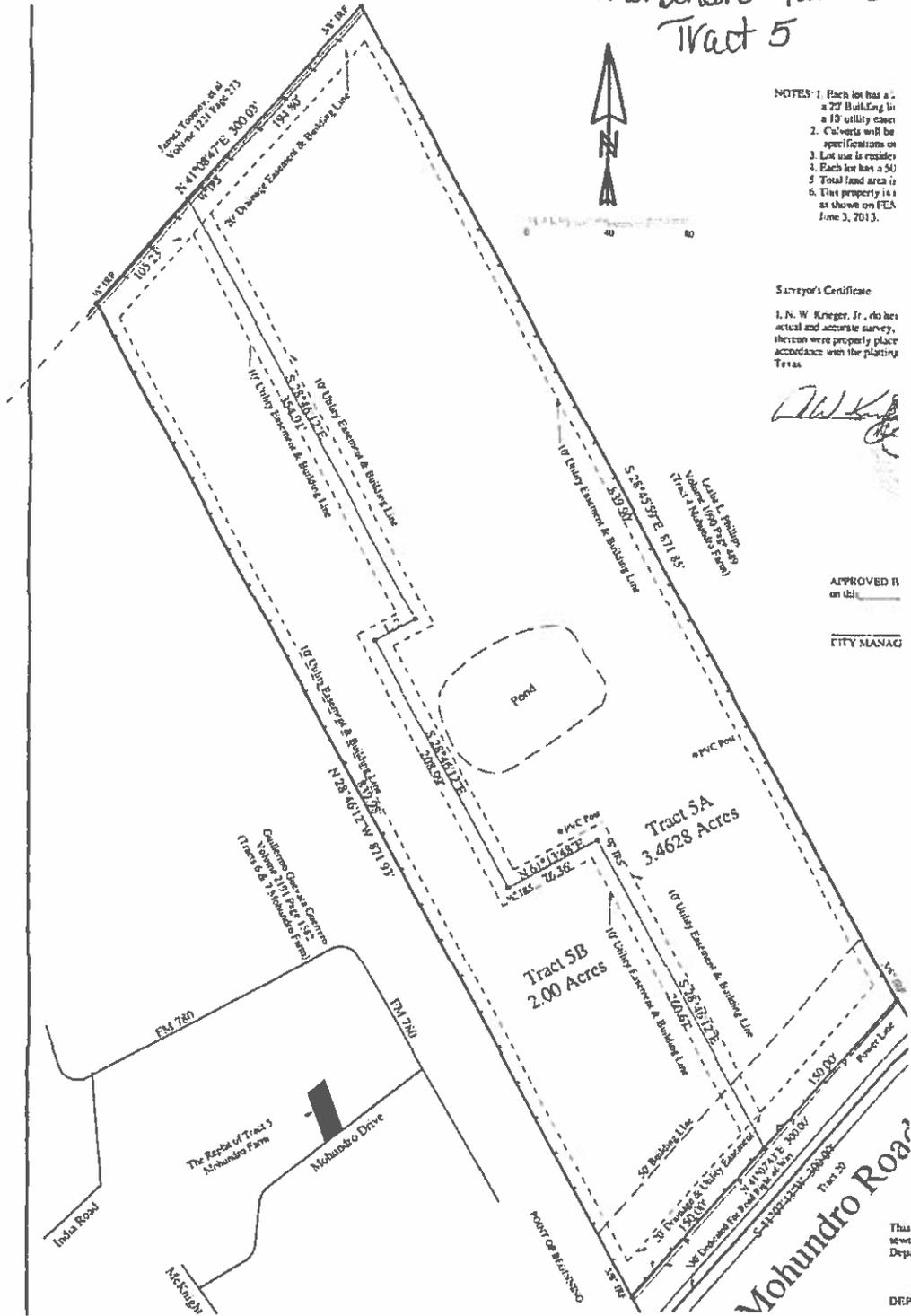
Surveyor's Certificate

I, N. W. Krieger, Jr., do hereby certify that the actual and accurate survey, thereon were properly placed accordance with the platting Texas.

N. W. Krieger, Jr.
 Surveyor

APPROVED BY
 on this _____

CITY MANAGER



This
 set
 DEP
 DEP

Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lot 5, located in Mohundro Farm, a subdivision in Ellis County, Texas. Located at 220 & 226 Mohundro Road, Ferris. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., April 25, 2017.



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

AGENDA CAPTION:

Conduct a public hearing to consider and act upon a replat of Lots 11R & 12R Hidden Lake Estates. Property contains \pm 6.247 acres of land located at 5250 and 5280 Hidden Lake Trail in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4, as requested by Mary Patterson.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting this replat to the adjust property lines of two (2) lots. Approximately 0.196 acres is being transferred from Lot 11R to Lot 12R. Both lots meet the requirement of the subdivision regulations.

History:

A previous replat of these two (2) lots was approved by the Commissioners' Court at its October 25, 2010 meeting. This plat was approved by the City of Midlothian staff on March 27, 2017.

The Commissioners' Court approved a plat for this subdivision around July 1978 with a revised plat approved around October 1979 to extend a street to the eastern limits of the property.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website and the Waxahachie Daily Light on April 18, April 25, and May 2, 2017. A total of twelve (12) property owner notifications were sent for this replat. To date, staff has not received any inquiries regarding this request. All notification requirements have been satisfied per State law.

RECOMMENDATION:

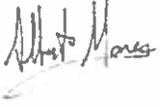
Staff recommends approval of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. Public Notice

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED BY:

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

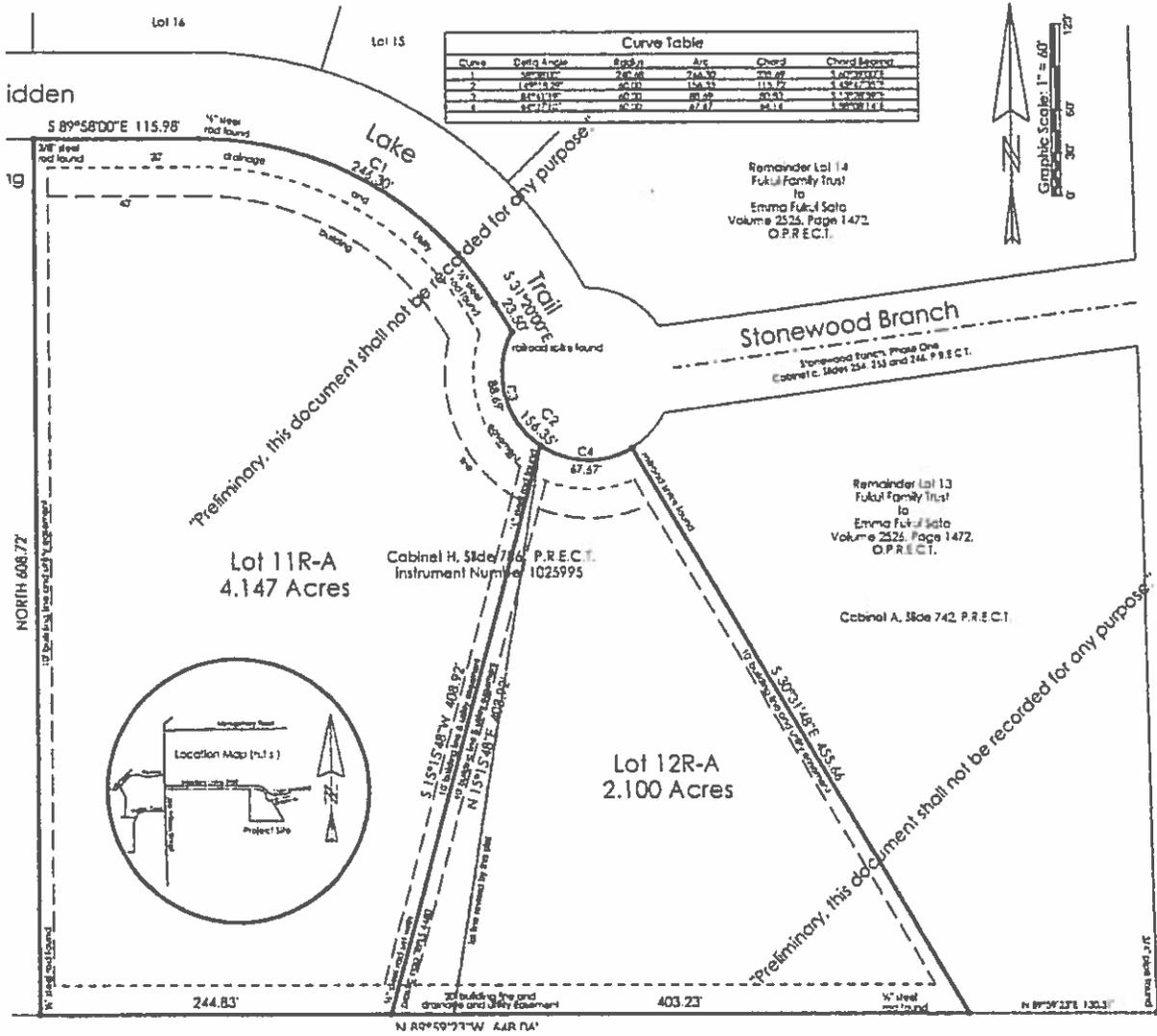
Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

ATTACHMENT NO. 2



Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lot 11 & 12, located in Hidden Lake Estates, a subdivision in Ellis County, Texas. Located at 5250 Hidden Lake Trail, Midlothian. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., May 9, 2017.



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.3**

AGENDA CAPTION:

Conduct a public hearing to consider and act upon a replat of Lots 8C & 9A, Block 2 of the Hugh McDaniel Subdivision. Property contains \pm 2.35 acres of land located at 7011 & 7021 Daniel Road, in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 4, as requested by Ashley Alvarez.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting this replat to the adjust property lines of two (2) lots. Approximately 0.449 acres is being transferred from Lot 9A to Lot 8C. Both lots meet the requirement of the subdivision regulations. The homeowner intends to purchase or has purchased additional property from their next door neighbor to accommodate a larger house, which was destroyed in the tornado that hit Ellis County on December 26, 2015.

History:

Although the Department of Development does not have the original date of plat approval for the subdivision, it is filed in Cabinet A, Slide 403. The County Commissioners' Court approved a final plat of Lot 9A on June 14, 1999 and Lot 8C on July 12, 1999. This plat was approved by the City of Waxahachie on November 21, 2016.

At its April 11, 2017 meeting, the Commissioners' Court approved a one-time variance to Section II (H) (Utility Service) to waive the minimum 6-inch water requirement to connect onto a fire hydrant, 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) When the existing waterline is increased to at least six (6) inches, the current applicant, property owners or successors, or water provider shall place fire hydrants no later than six (6) months from the time the new waterline is installed. At that time, these fire hydrants shall meet all the County's current requirements and regulations.

This replat satisfies the first of the three (3) conditions.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on Friday, April 7, 2017 and the Waxahachie Daily Light on April 18, April 25, and May 2, 2017. A total of thirty-one (31) property owner notifications were sent for this replat. To date, staff has not received any inquiries regarding this request. All notification requirements have been satisfied per State law.

RECOMMENDATION:

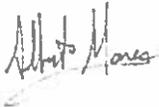
Staff recommends approval of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. Public Notice

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property

Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lot 8C & 9A, located in Hugh McDaniel Subdivision, a subdivision in Ellis County, Texas. Located at 7021 Daniel Road, Midlothian. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., May 9, 2017.



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.4**

AGENDA CAPTION:

Conduct a public hearing to consider and act upon an abandonment and vacation of an alleyway located between Lots 7 and 24, Block 6, Skyline Acres. Property contains \pm 0.03 acres of land located between Elizabeth Avenue and Griffing Avenue \pm 435 feet north of Tayman Drive, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 4, as requested by Lyndon Pettijohn.

BACKGROUND INFORMATION:

Purpose:

The applicant is requesting an abandonment of an alley that measures approximately 18 feet by 75 feet to have enough acreage to place a septic system and to have one contiguous property.

Both City of Midlothian and Hilco Electric Co-op have stated they do not have any utility lines present within the alleyway. Should this abandonment be approved, a replat will be required to legitimize the property as one (1) lot.

History:

A plat for Skyline Acres was filed for record with the Ellis County Court on January 10, 1958. No other known history or variance request appears for this property.

Utility Service:

The City of Midlothian will provide water to this site.

Advertisement:

Public notice of this abandonment was filed with the Ellis County Clerk on April 10, 2017. This notice satisfies the notification requirement.

RECOMMENDATION:

Staff recommends **approval** of this alley abandonment, with the following conditions:

- 1) A replat shall be submitted prior to the issuance of any permit on this property.
- 2) The on-site sewage facility shall be reviewed prior to the issuance of any permit on this property.
- 3) Only one (1) residential structure shall be allowed on this property.

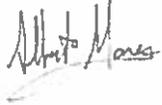
ATTACHMENTS:

1. Location Map
2. Plat
3. Public Notice
4. Utility Emails

5. Petition

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED 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

ATTACHMENT NO. 1



Subject Property

2017 APR 10 AM 11:33

FILED FOR RECORD
CINDY POLLEY
ELLIS COUNTY CLERK

ATTENTION!

PUBLIC NOTICE

A REQUEST HAS BEEN POSTED WITH ELLIS COUNTY TO CLOSE, ABANDON, VACATE, DISCONTINUE THE BELOW LISTED PUBLIC ROAD, ALLEYWAY, RIGHT-OF-WAY: ABANDON THE ALLEYWAY LOCATED IN SKLINE ACRES BETWEEN LOTS 7 & 24, BLOCK 6 LOCATED IN ELLIS COUNTY.

THE PROPOSED ABANDONMENT WILL BE PRESENTED TO THE ELLIS COUNTY COMMISSIONERS COURT LOCATED AT THE ELLIS COUNTY COURTHOUSE, 101 W MAIN STREET (2ND FLOOR), WAXAHACHIE, TX AT 2:00 PM ON THE 9TH DAY OF MAY 2017. IF YOU WOULD LIKE TO SPEAK AT THE MEETING, YOU MUST SHOW UP ATLEAST 15 MINUTES EARLY TO SIGN UP.

IF YOU SHOULD HAVE ANY QUESTIONS, FEEL FREE TO CONTACT THE DEPARTMENT OF DEVELOPMENT AT 972-825-5200 LISA YATES OR THE REQUESTOR LYNDON PETTIJOHN AT 979-236-9104.

Lisa Yates

From: Shane Edwards <sedwards@hilco.coop>
Sent: Thursday, April 06, 2017 4:21 PM
To: Lisa Yates
Subject: RE: SKYLINE ACRES

Lisa

HILCO Electric does not have any existing utilities in the alleyway behind lot 7 and 24.

Thanks

Shane Edwards

HILCO ELECTRIC COOP

Po Box 127

Itasca TX 76055

Phone: 254-687-2331

Ext. 2216

From: Lisa Yates [mailto:lisa.yates@co.ellis.tx.us]
Sent: Thursday, April 06, 2017 11:33 AM
To: sedwards@hilco.coop
Subject: FW: SKYLINE ACRES

Shane – Can you verify by email that Hilco has no issues with the Pettijohns petition to the county to abandon the alleyway behind lots 7 and 24 located in Skyline Acres?

Lisa Yates
Subdivision Coordinator
972-825-5200



From: Lisa Yates [mailto:lisa.yates@co.ellis.tx.us]
Sent: Tuesday, April 04, 2017 3:55 PM

Lisa Yates

From: Mike Adams <Mike.Adams@Midlothian.tx.us>
Sent: Monday, April 03, 2017 2:52 PM
To: lisa.yates@co.ellis.tx.us
Cc: Adam Mergener; Diana Swiatkowski
Subject: FW: Pettyjohn - 4726 Griffing Ave., Midlothian, TX

Good Afternoon Lisa,

Based on our records, the City of Midlothian does not have any water or sanitary sewer mains located with the platted alley between Griffing Avenue and Elizabeth Street within Skyline Acres.

If you should have any questions or need additional information, please let me know.

Thanks,
Mike

Mike Adams, P.E.
Exec. Director of Engineering & Utilities
City of Midlothian
972-775-7105

From: Diana Swiatkowski
Sent: Monday, April 3, 2017 2:29 PM
To: Mike Adams <Mike.Adams@Midlothian.tx.us>
Subject: FW: Pettyjohn - 4726 Griffing Ave., Midlothian, TX

Mike,

Below is Lisa Yates's reply to the Pettyjohns' request about abandoning the alleyway.

Diana Swiatkowski
Department of Engineering
City of Midlothian
104 West Avenue E
Midlothian, Texas 76065
972-775-7199



From: Lisa Yates [<mailto:lisa.yates@co.ellis.tx.us>]
Sent: Monday, April 3, 2017 11:52 AM
To: Diana Swiatkowski <Diana.Swiatkowski@Midlothian.tx.us>
Subject: RE: Pettyjohn - 4726 Griffing Ave., Midlothian, TX

APR 17 APR 10 AM 11:20
ELLIS COUNTY

**Application to Abandon an alleyway
Between lots 7 & 24, block 6 of Skyline Acres**

To the Honorable Commissioner's Court of Ellis County, Texas

The undersigned, having obtained the signature of landowners in the subdivision, do hereby respectfully request to abandon a portion of a platted subdivision:

1. Abandon alleyway between lots located 7 and 24, block 6 located in Skyline Acres, Ellis County, Texas including but not limited to all easement dedications and building set back lines.

Signed this 8TH day of April 2017.

Lanida Czokus 4735 Griffin Ave [Signature]
 Printed Name, address, lot number 4745 Griffin Ave Signature

Christopher Dunham [Signature]
 Printed Name, address, lot number Signature

Beverly Washington 1010 Tayman Dr [Signature]
 Printed Name, address, lot number Signature

Dean Turner 858 Tayman Dr [Signature]
 Printed Name, address, lot number Signature

Humberto Martinez [Signature] 859 Tayman Dr
 Printed Name, address, lot number Signature Dr Middlethion TX
 CP 76065

Donna L. Wallace 846 Tayman Dr [Signature]
 Printed Name, address, lot number Signature

Jerry Cleveland [Signature]
 Printed Name, address, lot number Signature
 699 Tayman Dr



**DEPARTMENT OF DEVELOPMENT
AGENDA ITEM NO. 1.5**

AGENDA CAPTION:

Consider and act upon a request to approve a preliminary plat of Stewart's Property. Property contains \pm 3.207 acres of land in the J. Higgins Survey, Abstract No. 530 located south of the intersection of Baucum Road and Curtis Ray Road, Waxahachie, Road & Bridge Precinct No. 3, as requested by George Kent.

BACKGROUND INFORMATION:

Purpose:

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

History:

Although normally this would be a simplified plat, the County does not allow a second simplified plat within a 10-year period on the same parcel of land. The applicant did a simplified plat in 2015 with the property to the east, Kent's Prairie. In lieu of a second simplified plat, a preliminary plat and final plat is required.

The City of Waxahachie approved this plat at its April 17, 2017 meeting.

At its March 28, 2017 meeting, the Commissioners' Court approved a one-time variance to Section II (H) (Utility Service) to waive the minimum 6-inch water requirement to connect onto a fire hydrant, 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 \pm 130 acres) and the A. Bynum Survey, Abstract No. 187 (containing \pm 35 acres) shall be prohibited. 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. Appropriate fire hydrants shall be 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.

This replat satisfies the first of the three (3) conditions.

Thoroughfare Plan:

There are no thoroughfares that immediately surround this property.

Utility Service:

Water service to this area is provided by Buena Vista-Bethel Special Utility District.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Plat

**COUNTY COMMISSIONERS' COURT MEETING
TUESDAY, MAY 9, 2017**

SUBMITTED AND PRESENTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

ATTACHMENT NO. 1



 **Subject Property**



Ellis County
The Historical Courthouse
101 W. Main St., #203
Waxahatchie, TX 75165
972-825-5370

2.1

REQUEST FOR TRANSFER

FROM:

TO:

FIRE MARSHAL



BARCODE NUMBER	ITEM DESCRIPTION	VIN NUMBER	MILEAGE/HOURS	SEIZED/FORFEITED
100057	2017 FORD F-250	1F772863HEB30117	5977	NO

*If a county asset requires to be transferred to surplus or reallocated, transfer must be presented to Purchasing placed on Commissioners Court agenda

*If the item listed is a seized or forfeited item offered to you by the Ellis County Sheriff's Office for use by you and your employees in conducting county business, the item must be returned to the Sheriff's Office in good working condition. As a seized or forfeited item, there are procedures and reporting requirements that receiving office must maintain. As a result of these procedures, you must agree to return the item to the custody of the Sheriff's Office once you are finished with its use.

If you chose to take possession of the vehicle/equipment, your responsibilities are as follows:

- 1) Apply appropriate decals from your department to the vehicle
- 2) Maintain insurance on the vehicle
- 3) Maintain the vehicle mechanically
- 4) Maintain a current registration and state inspection of the vehicle
- 5) Item must be returned to the Sheriff's Office in clean, working condition.
- 6) If any damage to the item while in your care, you must notify Sheriff's Office as soon as possible.

COMMISSIONER COURT APPROVAL SIGNATURE:

DATE SIGNED:

FROM, OFFICE/DEPARTMENT SIGNATURE:
Phyllis Heston

DATE SIGNED:

TO, OFFICE/DEPARTMENT SIGNATURE:
Jim Buschwell

DATE SIGNED:



Ellis County
The Historical Courthouse
101 W. Main St., #203
Waxahachie, TX 75165
972-825-5370

REQUEST FOR TRANSFER

PURCHASING DEPARTMENT USE
AGENDA ITEM & DATE

FROM:

 TO:

BARCODE NUMBER	ITEM DESCRIPTION	VIN NUMBER	MILEAGE/HOURS	SEIZED/FORFEITED
NOT ASSIGNED	2017 FORD F-250 4X4 CREW CAB	1FT7W2B69HEC34100		NO

*If a county asset requires to be transferred to surplus or reallocated, transfer must be presented to Purchasing placed on Commissioners Court agenda.

*If the item listed is a seized or forfeited item offered to you by the Ellis County Sheriff's Office for use by you and your employees in conducting county business, the item must be return to the Sheriff's Office in good working condition. As a seized or forfeited item, there are procedures and reporting requirements that receiving office must maintain. As a result of these procedures, you must agree to return the item to the custody of the Sheriff's Office once you are finished with its use.

If you chose to take possession of the vehicle equipment, your responsibilities are as follows:

- 1) Apply appropriate decals from your department to the vehicle
- 2) Maintain insurance on the vehicle
- 3) Maintain the vehicle mechanically
- 4) Maintain a current registration and state inspection of the vehicle
- 5) Item must be returned to the Sheriff Office in clean, working condition.
- 6) If any damage to the item while in your care, you must notify Sheriff's Office as soon as possible.

COMMISSIONER COURT APPROVAL SIGNATURE:

DATE SIGNED:

FROM OFFICE/DEPARTMENT SIGNATURE:

DATE SIGNED:

TO OFFICE/DEPARTMENT SIGNATURE:

DATE SIGNED:

2.3

INSTRUCTIONS FOR EXECUTING DOCUMENTS

<u>Document</u>	<u>Instructions</u>
Special Stipulations <u>Exhibit A</u>	Sign & Date
Legal Counsel's Opinion <u>Exhibit B</u>	Should be typed on counsel's letterhead
Delivery Order <u>Exhibit C</u>	1st line - Date A. - Due Date will be set when the contract is closed C. - Fiscal period Page 2 - Sign & Date
Equipment Acceptance Notice <u>Exhibit D</u>	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign & Date
Resolution	Section 1. - Name of person authorized to sign contract Section 7. - The amount of tax-exempt obligations (including this contract) made during this calendar year (since January 1)
Tax Exempt Certificate	1st line - Name of person completing form 2nd line - Date of contract No. 7 - Date of Resolution No. 8 - (See Resolution Section 7 above) Page 2 - Sign & Date
IRS Form 8038-G (or 8038-GC)	No. 2 - Your Fed. I.D. No. Sign & Date
Essential Use Letter	Type on your letterhead. State the use and purpose of the equipment
Invoice	<input type="checkbox"/> Advance rental <input checked="" type="checkbox"/> Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Regular Mail
Municipal Specialist
BancorpSouth Equipment Finance
PO Box 15097
Hattiesburg, MS 39404-0597

Overnight Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: _____

Title: _____

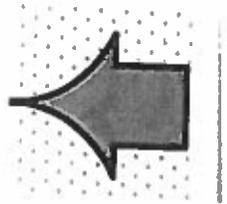
Date: _____

LESSEE: Ellis County, Texas
101 W. Main Street
Waxahachie, TX 75165

By: _____

Title: County Judge

Date: May 9, 2017



--NONE--

EXHIBIT A

RE Counsel's Opinion for Lease Purchase

Please be advised that the first paragraph of the Counsel's Opinion for Lease Purchase letter refers to the Master (Contract/Lease) signed on April 8 2015. This date is different than the date of the (schedule/delivery order). The date on the form letter is the correct date of your Master (Contract/Lease).

* Commissioners Court Agenda *

1657 70806-004

* THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD: *

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

Re: Equipment Lease - Purchase Agreement dated April 8, 2015 and Delivery Order No. 04 thereto, dated May 9, 2017, by and between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, as Lessor, and Ellis County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Ellis County, Texas (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement (the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Either the Lessee is a state, territory, a possession of the United States, the District of Columbia, or a political subdivision thereof (as such terms are defined in section 103 of the Internal Revenue Code and the Regulations thereunder) or the Lessee is a constituted authority (as such term is defined in section 103 of the Internal Revenue Code and the Regulations thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the Lessee is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

EXHIBIT B

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and, when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required public bidding procedures regarding the award of the Agreement have been followed by the Lessee.

Sincerely,

DELIVERY ORDER NO: 04

Dated as of: May 9, 2017

To Agreement No: 1657

THIS DELIVERY ORDER is issued pursuant to an Equipment Lease - Purchase Agreement dated as of April 8, 2015 (the "Agreement"), between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Delivery Order are "See Schedule A". A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: "See Schedule A". Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from Oct. 1 to Sept. 30.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: See Schedule A-1 attached hereto and made a part hereof

EXHIBIT C

F. LOCATION.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility will incur a rate of not less than 5.00%.
2. Loss of tax-exempt interest will incur a rate of not less than 5.00%.

THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Agreement until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

LESSOR:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

By: _____

Title: _____

LESSEE:

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

By: _____

Title: County Judge

Info Analysis
Payment Amortization Report

Customer: Ellis County, Texas 10657 70806-004 SCHEDULE A

Interest Rate: 2.1900% (Monthly)

DRAFT
 2/22/2017 1:20:11 PM

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	2/22/17	0.00	0.00	0.00	258,967.20	0.00	0.00	258,967.20
1	3/22/17	0.00	0.00	0.00	258,967.20	472.62	472.62	259,439.82
2	4/22/17	0.00	0.00	0.00	258,967.20	473.48	946.09	259,913.29
3	5/22/17	0.00	0.00	0.00	258,967.20	474.34	1,420.44	260,387.64
4	6/22/17	0.00	0.00	0.00	258,967.20	475.21	1,895.64	260,862.84
5	7/22/17	0.00	0.00	0.00	258,967.20	476.08	2,371.72	261,338.92
6	8/22/17	0.00	0.00	0.00	258,967.20	476.94	2,848.66	261,815.86
7	9/22/17	0.00	0.00	0.00	258,967.20	477.81	3,326.48	262,293.68
8	10/22/17	0.00	0.00	0.00	258,967.20	478.69	3,805.18	262,772.38
9	11/22/17	0.00	0.00	0.00	258,967.20	479.56	4,284.72	263,251.92
10	12/22/17	0.00	0.00	0.00	258,967.20	480.44	4,765.16	263,732.36
	2017	0.00	0.00	0.00		4,765.16		
11	1/22/18	0.00	0.00	0.00	258,967.20	481.31	5,246.47	264,213.87
12	2/22/18	0.00	0.00	0.00	258,967.20	482.19	5,728.66	264,695.55
13	3/22/18	265,178.93	258,967.20	6,211.73	0.00	483.07	0.00	0.00
	2018	265,178.93	258,967.20	6,211.73		1,446.57		
	Totals.	265,178.93	258,967.20	6,211.73		6,211.73		

SCHEDULE A-1

Ellis County, Texas

Master Lease Number: 1657

Delivery Order Number: 70806-004

One (1) 2018 Mack Model GU713 M-Drive Dump Truck VIN: _____ with 14 YD Ox
Body, S/N: _____

One (1) 2018 Mack Model GU713 M-Drive Dump Truck VIN: _____ with 14 YD Ox
Body, S/N: _____

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Agreement No. 1657

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. 04 dated as of May 9, 2017 has been completed in accordance with the terms of the above-referenced Agreement and that Lessee has duly delivered to and received in proper form from Lessor all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. The said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

Ellis County, Texas

By: _____
Title: County Judge
Date: May 9, 2017

EXHIBIT D

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN
AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF
BANCORPSOUTH BANK, AND DESIGNATING THE AGREEMENT AS A
QUALIFIED TAX-EXEMPT OBLIGATION**

WHEREAS, , the Governing Body (the "Governing Body") of Ellis County, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. Lessee desires to enter into an Equipment Lease Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Lessor") for the purpose of presently leasing with an option to purchase the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the public purposes of Lessee that Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

4. Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto, in substantially the same form as attached hereto as Exhibit "A", by and between Lessor and Lessee are hereby approved, and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of Lessee.

Section 2. The Delivery Order is being issued in calendar year 2017.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Lessee has designated \$_____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and Lessee to do all things necessary in furtherance of the obligations of Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____	Voted: _____

The motion having received the affirmative vote of all members present, the _____ declared the motion carried and the resolution adopted this the 9 day of May, 2017.

(Signature)

ATTEST:

(SEAL)

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the County Judge of Ellis County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of April 8, 2015, (the "Agreement") by and between Lessee and BancorpSouth Equipment Finance, a division of BancorpSouth Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year 2017.

4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on _____.

8. In calendar year _____, Lessee had designated \$_____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

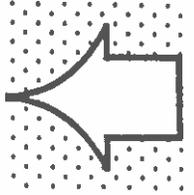
10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this 9th day of May, 2017.

Ellis County, Texas

By: _____
Title: County Judge



Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Ellis County, Texas		2 Issuer's employer identification number (EIN) 75-6000935	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 101 W. Main Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Waxahachie, TX 75165		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a 972-825-5117	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ► Two (2) New 2018 Mack GU713 M-Drive Trucks with 14 yard OX Dump Bodies	18	258,967	.20
19	If obligations are TANs or RANs, check only box 19a			
	If obligations are BANs, check only box 19b			
20	If obligations are in the form of a lease or installment sale, check box			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 258,967.20	\$	1.10 years	2.19 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	_____	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	_____	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____	

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
- b Enter the date the official intent was adopted ▶ _____

HERE SIGN

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: May 9, 2017 Date
 Type or print name and title: *Carol Bush, County Judge

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	



1400 OAK GROVE RD.
ENNIS, TEXAS 75119

LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

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

BancorpSouth Equipment Finance
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

RE: Agreement No. 1657, dated April 8, 2015

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by Ellis County.

The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include material transportation and are deemed to be essential to the efficient operation of the Precinct 2 Road and Bridge department.

Sincerely,

A handwritten signature in black ink, appearing to read "Lane Grayson", written over a horizontal line.

Lane Grayson
Ellis County Commissioner, Precinct 2



LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

1400 OAK GROVE RD.
ENNIS, TEXAS 75119

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

BancorpSouth equipment Finance,
A division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

RE: Equipment Lease – Purchase Agreement dated April 8, 2015 and Delivery Order No. 4 thereto, dated _____, by and between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, as Leaser, and Ellis County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Ellis County, Texas (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease – Purchase Agreement (the "Agreement")

Based on the examination of the Agreement and such other documents, record and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Either the Lessee is a state, territory, a possession of the United States, the District of Columbia, or a political subdivision thereof (as such terms are defined in section 103 of the Internal Revenue Code and Regulations thereunder) or the Lessee is a constituted authority (as such term is defined in section 103 of the Internal Revenue Code and Regulations thereunder) empowered to issue obligations of behalf of one of the foregoing entities, and the Lessee is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.
4. The entering into any performance of the Agreement and other related documents will not violate and judgement, order, law or regulation applicable to the Lessee or result in any breach



1400 OAK GROVE RD.
ENNIS, TEXAS 75119

LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

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

of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which id adversely determined, will have material adverse effect on the ability of the Lessee to perform it obligations under the Agreement.
6. The equipment subject to the Agreement is personal property and hen subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.
7. All required public bidding procedures regarding the award of the Agreement have been followed but the Lessee.

Sincerely,

A handwritten signature in black ink, appearing to read "Lane Grayson", written over a horizontal line.

Lane Grayson
Ellis County Commissioner, Precinct 2

 **THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED** 
ON THE LESSEE'S LETTERHEAD.

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

RE: Agreement No. 1657, dated April 8, 2015

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the

_____.
The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____
_____ and are deemed to be essential to the efficient operation of the
_____.

Sincerely,

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

*If we are to fund the equipment vendor(s).

Check Here

*If you have already paid for your equipment purchase and you need to be reimbursed. Please send a photo copy of the canceled check issued for payment of the equipment when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance



BancorpSouth
Equipment Finance

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

To whom it may concern:

It is our great pleasure to help be of assistance to you in your endeavor to finance vehicles or equipment with us here at BancorpSouth Equipment Finance. In our effort to help assist you in the financing of vehicles or equipment for your county or city, we are asking if you could provide us with a invoice from the vendor pertaining to the equipment or vehicle(s) description along with proof of insurance. On the insurance binder in regards to the proof of insurance we also ask that BancorpSouth Equipment Finance be listed as "Loss Payee on physical damage" for the leased or financed equipment to be mailed back to us along with the invoice and the Executing Documents Lease Purchase Agreement or Contract. If you would be so kind to send the requested documentation to our mailing address at Post Office Box 15097 Hattiesburg, MS 39404-5097 it would greatly be appreciated. If you have any further questions please feel free to contact us at 601-544-3252. Thank you for your regards in this matter.

Respectfully,

BancorpSouth Equipment Finance

2.4

ESRFR 4-22-14

FROM:

Ellis County Sheriff's Office

TO:

Ellis County Purchasing Department

PURCHASING DEPARTMENT USE
AGENDA ITEM

BARCODE#	ITEM DESCRIPTION	VIN NUMBER	MILEAGE/HOURS	FORFEITED
50110	2011 Ford F-150	1FTVX1CF4BDK13065	257,086	no
50109	2011 Ford F-150	1FTVX1CF2BDK13064	254,742	no

If the above is a seized vehicle/equipment offered to you by the Ellis County Sheriff's Office for use by you and your employees in conducting county business, there are procedures and reporting requirements that must be maintained. As a result of these procedures, you must agree to return the vehicle to the Sheriff's Office once you are finished with its use.

If you chose to take possession of the vehicle/equipment, your responsibilities are as follows:

- 1) Apply emblems from your department to the vehicle
- 2) Maintain insurance on the vehicle
- 3) Maintain the vehicle mechanically
- 4) Maintain a current registration and state inspection of the vehicle
- 5) If the vehicle/equipment is a seized/forfeited must be returned to the Sheriff Department if no longer in use.

Keep equipment on Vehicle/Equipment Circle one: Yes No

COMMISSIONER COURT APPROVAL SIGNATURE: _____ DATE SIGNED: _____

FROM OFFICE/DEPARTMENT SIGNATURE: _____
E. Z...

DATE SIGNED: _____
 4-19-17

TO OFFICE/DEPARTMENT SIGNATURE: _____
C. P...

DATE SIGNED: _____
 5-1-17

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

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve; and

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court wishes to proclaim May, 2017 as Motorcycle Safety and Awareness Month. Further, the Commissioners' Court urges all residents to do their part to increase safety and awareness in our community.

In witness thereof, signed the 9th day of May, 2017.

Carol Bush, County Judge

Randy Stinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

April 19, 2017

Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2017, assuming this reporting continues to be a requirement. Reporting will consist of forms (currently Forms 1094/1095C) which must be provided both to employees and the IRS. Current law requires all employers with 50 or more full-time equivalent employees are required to file these forms. ARTS will provide measurement period tracking for 2017 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2017, assuming program deadlines are met.

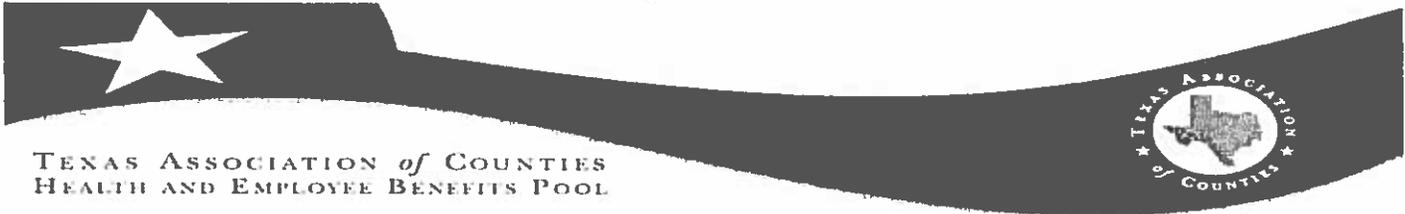
Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2018 reports. The information provided will be used to determine:

- 1) whether your employees are subject to fines under the Affordable Care Act (ACA) individual mandate;
- 2) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 3) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the ARTS Renewal Confirmation Program Agreement. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to ARTS@county.org no later than 7/1/2017 if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



**ACA Reporting and Tracking Service (ARTS)
2017 Renewal Confirmation Program Agreement
HEBP Member: (Pooled Group or ASO)**

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking beginning January 1, 2017 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2016 data was provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1094C and 1095C forms, shipped to you for distribution to employees (optional direct mail service);*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

Program Requirements

- 1) Participants must provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the format designated by TAC HEBP, as described on Attachment A: "ARTS File Specifications". Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.
- 2) Group agrees to pay program fees as described in the 2017 ARTS Fee Schedule.

Enrollment and Data Submission Deadlines

- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than July 1, 2017 in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 15, 2017 to avoid late fees, however, we recommend that you continue sending your files after each payroll or at least monthly to avoid getting backlogged. Please refer to the enclosed "2017 Deadlines for ARTS Files" document.



**ACA Reporting and Tracking Service (ARTS)
HEBP Member (Fully Insured or ASO)
2017 Fee Schedule for Renewing Participant**

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.25 / form	Waived
2	<input type="checkbox"/>	Optional Forms Distribution (<i>group chooses to have TAC mail employee forms</i>)	\$ 1.47 / form	If applicable, will be billed in 2018 after forms are produced
3	<input type="checkbox"/>	Late fee for service election form (<i>after 7/1/2017</i>)	\$1,575	
4	<input type="checkbox"/>	Late fee for data submission (<i>after 8/15/2017 and/or 1/1/2018</i>)	\$2,625	If applicable, will be billed in 2018 after forms are produced
		Total Amount Due: (if zero, enter 0.00)		\$ _____

**Per 1094/1095C form*

Fees subject to change annually

_____ Initials



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) Contact Designation Form

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

Name: _____ **Title:** _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

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

Name: _____ **Title:** _____

Address: _____

Phone: _____ **Fax:** _____

HIPAA Secured FAX number: _____

Email: _____

Other Contact Emails for ARTS correspondence regarding data files, if any:

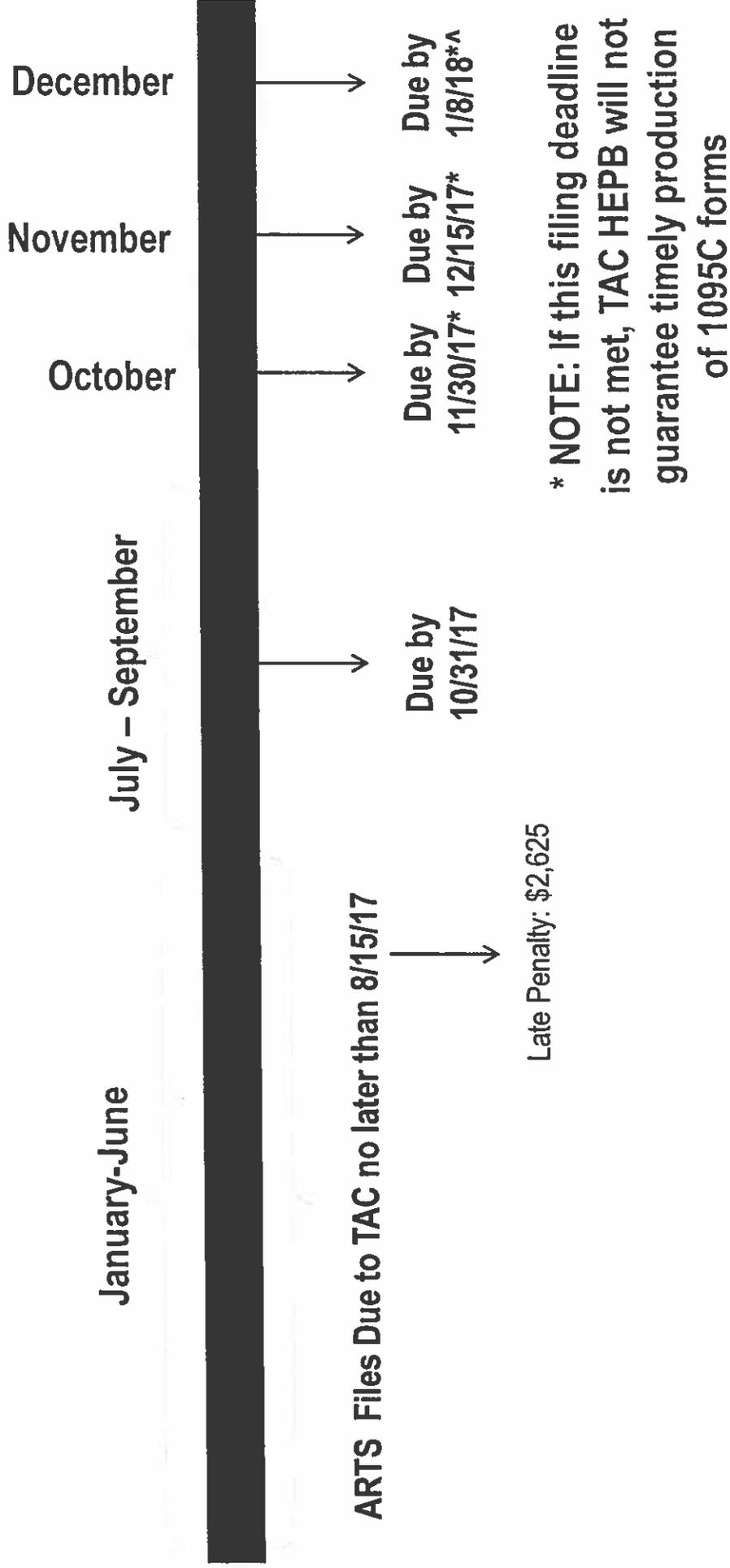
Signature of County Judge or Contracting Authority

Date

Print Name and Title

Payroll Software provider: _____ Software Version #: _____

2017 Deadlines for ARTS files



[^] If all 2017 files not received by 1/8/18:
Late Penalty: \$2,625

March 17, 2017

Honorable Adelle Mooney

Mayor

City of Maypearl Texas

Mayor Mooney:

Below is the estimate for our material and services for resurfacing ;

.2 Miles on 1st street with cross culvert

.2 Miles, Commerce to Fifth street

.1 Miles of Trice, between Second and Fourth

.1 Miles of Philips Street

The total cost for our labor and materials will come to \$7,500.00.

The City of Maypearl will be responsible for locating and marking all underground service, utility and phone lines.

Respectfully,

Rick Davis

Administrative Assistant

RB3