

### Ellis County Sheriff and Constable Fees 2018

<b>Civil Process Fees *</b>	<b>Current</b>	<b>Proposed</b>
Citations (Personal and Certified Mail)	\$90.00	\$90.00
Citation by Publication	\$90.00	\$90.00
Small Claims Citations	\$90.00	\$90.00
Justice Court Citations	\$90.00	\$90.00
Eviction Citations or Forcible Entry & Detainers	\$90.00	\$90.00
Precepts	\$90.00	\$90.00
Any Other Civil Paper to Serve an Individual	\$90.00	\$90.00
Subpoenas	\$90.00	\$90.00
Summons	\$90.00	\$90.00
Writ of Attachment **	\$175.00	\$175.00
Writ of Garnishment	\$175.00	\$175.00
Writ of Sequestration**	\$175.00	\$175.00
Writ of Restitution	\$175.00	\$175.00
Writ of Restoration	\$175.00	\$175.00
Writ of Re-Entry**	\$175.00	\$175.00
Writ of Possession**	\$175.00	\$175.00
Writ of Execution**	\$175.00	\$175.00
Writ of Habeas Corpus	\$175.00	\$175.00
Writ of Supersedeas/Certiorari	\$175.00	\$175.00
Any Other Writ or Order for the enforcement of a Judgment or to Seize Property **	\$175.00	\$175.00
Distress Warrants**	\$175.00	\$175.00
Tax Warrants**	\$175.00	\$175.00
Order of Retrieval ** HB 2486	\$175.00	\$175.00
Order of Sale	\$175.00	\$175.00
Turnover Orders	\$175.00	\$175.00
Injunctions	\$175.00	\$175.00
Temporary Restraining Orders	\$175.00	\$175.00
<b>OTHER FEES</b>		
Postings -- All Types	\$90.00	\$90.00
Notices -- All Types	\$90.00	\$90.00
Posting and Approving of CIVIL Bonds	\$25.00	\$25.00
Commitment	\$175.00	\$175.00
a Deed	\$50.00	\$50.00
" of Sale	\$50.00	\$50.00

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
001-0360-50833	DA - Court Reporting	(\$1,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50801	DA - Supplies	\$1,000.00

 9-14-17  
 Signature of Department Head      Date Signed

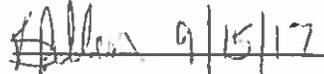
DA  
 Department

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

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

Approved by County Auditor's Office:  9/15/17  
 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
001-0360-50805	DA - Conference	(\$1,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50801	DA - Supplies	\$1,000.00

 9-14-17  
 Signature of Department Head      Date Signed

DA  
 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

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

Approved by County Auditor's Office: Allen 9/15/17

Needs court approval

F4

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
001-0360-50807	DA - Gen Misc	(\$1,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50801	DA - Supplies	\$1,000.00

[Signature]      9-14-17  
 Signature of Department Head      Date Signed

DA  
 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

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

Approved by County Auditor's Office: [Signature] 9/15/17

Needs court approval

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

F5

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

**TRANSFER FROM:**

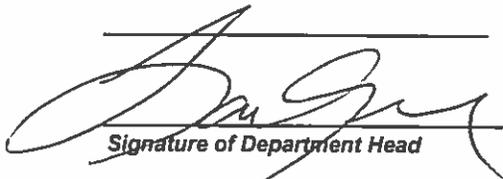
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50807-00000-000	FM2 GENERAL EXPENSES	\$20,000.00

POSTED  
PCT2  
COMPUTER

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50911-00000-000	FM2 GRAVEL	\$20,000.00

POSTED  
PCT2  
COMPUTER



Signature of Department Head \_\_\_\_\_ Date Signed 9.12.17 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: Allen 9/15/17

Needs court approval

FO

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
001-0110-50852-00000-000	Prescriptions	\$ 50,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0110-50851-00000-000	Hospital	\$ 50,000.00

*[Signature]*  
Signature of Department Head

9/11/17  
Date Signed

*Indigent Health Care.*  
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:

*[Signature]* 9/11/17

*Needs court approval*

RECEIVED

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

F7 AUG 25 2017

ELLIS COUNTY  
AUDITOR

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
001-0035-50802-00000-000	EQUIPMENT	257

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0035-50884-0000-000	AUTO INSURANCE	257

*Trent L. Crawford*

Signature of Department Head

8/24/2017

Date Signed

I.T

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:

*Billie 8/25/17*

*Needs court approval*

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

1-8  
**RECEIVED**

SEP 13 2017

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
001-0360-50888	DA - Computer Services	(\$1,100.00)
001-0360-50819 50601	DA - Travel Reimbursement	(\$400.00)
001-0360-50819	DA - Computer	(\$100.00)

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50853	DA - Legal Research	\$1,600.00

*[Handwritten Signature]*  
Signature of Department Head

9-12-17  
Date Signed

DA  
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:

*[Handwritten Signature]* 9/13/17

*Needs court approval*

F9

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

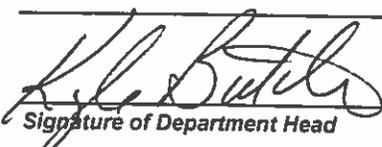
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-40008-00000-000	FM4/INTERLOCAL	10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50911-00000-000	FM4/GRAVEL	10,000.00


18-Sep-17
R & B Pct. 4  
*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: Billen 9/19/17

*Needs court approval*

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

F10

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
006-0754-30302-00000-000	RB4/FUND BALANCE	11,100.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
006-0754-50868-00000-000	RB4/CONTRACT LABOR	11,100.00

  
Signature of Department Head

18-Sep-17  
Date Signed

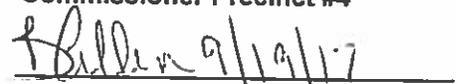
R & B Pct. 4  
Department

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

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

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

Approved by County Auditor's Office:



*Needs court approval*

F11

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
001-0360-50805	DA - Conference	(\$900.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-50801	DA - Supplies	\$900.00

C Heelstein                      9/19/17  
 Signature of Department Head      Date Signed

DA  
 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

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

Approved by County Auditor's Office:

Ballen 9/19/17

Needs court approval

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

F12

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
001-0060-50703	Telephone	\$20.00
001-0060-50802	Equipment	\$10.00
001-0060-50808	Auto Gas	\$120.00
001-0060-50810	Auto Tires	\$120.00
001-0060-50873	Office Maintenance	\$15.00
	<b>TOTAL</b>	<b>\$285.00</b>

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50819	Computer	\$285.00
	<b>TOTAL</b>	<b>\$285.00</b>

  
 Signature of Department Head Date Signed 9/14/2017 Department of Development  
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:

Billson 9/19/17

*Needs court approval*

F13

ELLIS COUNTY BUDGET  
2016/2017 LINE ITEM ADJUSTMENT

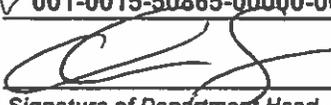
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50873-00000-000	Building Mechanical-Prev Maint	29,560.50

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50702-00000-000	Repairs	3,573.98
001-0015-50801-00000-000	Supplies	6,414.93
001-0015-50802-00000-000	Equipment	2,409.77
001-0015-50814-00000-000	Feeding Inmates	12,928.00
001-0015-50815-00000-000	Jailer Uniforms	250.82
001-0015-50835-00000-000	Employee Training	1,610.00
001-0015-50865-00000-000	Pre-Employee Screening	2,373.00


September 18, 2017
15 / Jail  
*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: B. Allen 9/19/17

Needs court approval

F14

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
✓ 001-0010-50812-00000-000	Radio	2,569.44

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0010-50807-00000-000	General Misc	1,028.42
✓ 001-0010-50810-00000-000	Auto Tires	1,159.47
✓ 001-0010-50868-00000-000	Contract Services SPCA & Others	381.55

  
Signature of Department Head

September 18, 2017  
Date Signed

010 / SO  
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

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

Approved by County Auditor's Office: Bellin 9/19/17

Needs court approval

F15

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
001-0210-40719-00000-000	Chapter 19 Funding	(\$209.88)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenses	\$209.88



Signature of Department Head

9-18-17

Date Signed

Elections

Department

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

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

County Judge

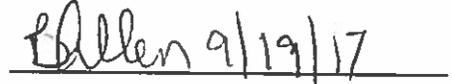
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



Needs court approval

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

FILE  
**RECEIVED**

SEP 18 2017

ELLIS COUNTY  
AUDITOR

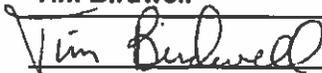
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0450-50834-00000-000	Crime Scene	\$1,000.00
✓ 001-0450-50802-00000-000	Equipment	\$900.00
✓ 001-0450-50808-00000-000	Auto Gas	\$130.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50805-00000-000	Conference	\$1,000.00
001-0450-50805-00000-000	Conference	\$900.00
001-0450-50805-00000-000	Conference	\$130.00

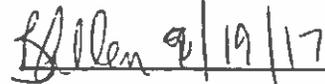
Tim Birdwell	9/18/2017	Ellis County Fire Marshal
	Date Signed	Department
Signature of Department Head		

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:

 9/19/17

Needs court approval



**Axon Enterprise, Inc.**

Protect Life.

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax: 888-843-4309

Chris Hamilton  
 (972) 825-4901  
 (972) 825-4941  
 chris.hamilton@co.ellis.tx.us



**AXON**

**Quotation**

Quote: Q-133867-1  
 Date: 9/13/2017 1:46 PM  
 Quote Expiration: 9/22/2017  
 Contract Start Date\*: 9/13/2017  
 Contract Term: 1 year

**AX Account Number:**  
 315247

Bill To:  
 Ellis County Sheriff's Office - TX  
 300 S. JACKSON ST.  
 WAXAHACHIE, TX 75165  
 US

Ship To:  
 Chris Hamilton  
 Ellis County Sheriff's Office - TX  
 300 S. JACKSON ST.  
 WAXAHACHIE, TX 75165  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Colin Fine	480-463-2167	cfine@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

**Hardware**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	11003	HANDLE, YELLOW, CLASS III, X26P	USD 964.05	USD 4,820.25	USD 0.00	USD 4,820.25
5	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 57.04	USD 285.20	USD 0.00	USD 285.20
5	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	USD 70.54	USD 352.70	USD 0.00	USD 352.70
<b>Hardware Total Before Discounts:</b>						<b>USD 5,458.15</b>
<b>Hardware Net Amount Due:</b>						<b>USD 5,458.15</b>

**TASER Assurance Plan**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
5	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	85084	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P	USD 956.10	USD 4,930.50	USD 500.00	USD 4,430.50
<b>TASER Assurance Plan Total Before Discounts:</b>						<b>USD 4,930.50</b>
<b>TASER Assurance Plan Discount:</b>						<b>USD 500.00</b>
<b>TASER Assurance Plan Net Amount Due:</b>						<b>USD 4,430.50</b>

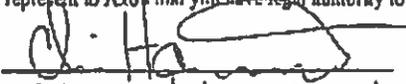
Subtotal	USD 9,888.65
Estimated Shipping & Handling Cost	USD 60.00
Grand Total	USD 9,948.65

**Hardware Shipping Estimate**

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:  Date: 9/15/17  
 Name (Print): CHRIS HAMILTON Title: Captain  
 PO# (if needed): \_\_\_\_\_

Quote: Q-133867-1

Please sign and email to Culin Fine at [cfine@taser.com](mailto:cfine@taser.com) or fax to 888-843-4309

THANK YOU FOR YOUR BUSINESS!

\*Protect Life® and TASER® are registered trademarks of Axon Enterprise, Inc. registered in the U.S.  
 © 2013 Axon Enterprise, Inc. All rights reserved.



Certificate of Destruction

Agency Name:	<u>Ellis County Sheriff's Office</u>		
Quote/PO Number:	_____		
Product/ Quantity to be destroyed:	M26: _____	X26: _____	Other: _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

*Signature (Digital is acceptable or scan)*

CHRIS HAMILTON Captain

*Printed name, title*

9/15/17

*Date*

Return the signed form to your sales representative along with your purchase order/quote.

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.



GT Distributors - Austin  
 P.O. Box 16080  
 Austin TX 78761  
 (512) 451-8298 Ext. 0000

Quote	QTE0070841
Date	9/13/2017
Page:	1

**Bill To:**

Ellis Co Sheriff's Office (TX)  
 300 S. Jackson  
 Attn: Debra Brown  
 Waxahachie TX 75165

**Ship To:**

Ellis Co Sheriff's Office (TX)  
 Attn: Acct Payable  
 203 S. Rogers 2nd Floor  
 Waxahachie TX 75165

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA 91317	002788	DJ		NET 15	0/0/0000	1,677,526

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
17	PTA-DELTA4-HC-R2S*	Protech Delta 4 Helmet High Cut w/ R2S Specif	EA	\$315.00	\$5,355.00
28	PTA-1162027*	Protech Delta 4 Full Cut R2S	EA	\$315.00	\$8,820.00
45	EFA-FA200	Elite First Aid IFAK Kit	EA	\$53.45	\$2,405.25
40	DT-3027*	Def-Tech-#23 12 Ga. Bean Bag.	EA	\$4.46	\$178.40
Quotation reflects Buyboard Contract 524-17. Contract period 04/01/17-03/31/18. Fax BuyBoard PO's to 1-800-211-5454 only.					

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you for your business, Todd Prellop.

Subtotal	\$16,758.65
Misc	\$0.00
Tax	\$0.00
Freight	\$30.00
<b>Total</b>	<b>\$16,788.65</b>

# BAKER BALLISTICS

# QUOTATION

112 Koser Road  
Lititz, PA 17543-7605

855-614-1800                      855-614-2255  
info@bakerballistics.com    www.bakerballistics.com

Name/Address
Captain Chris Hamilton Ellis County Sheriff's Office (972) 825- 4991

Ship To
To Be Determined

Date	Quote No.
09/08/17	17-1224

Item	Description	Qty	Unit Price	Extension
MRAPS-IV Shield	NIJ Level IV rifle protective ballistic shield, Model ID# MRAPS-IV-01, color Ranger Green w/Yellow SHERIFF identification decal	2	4,895.00	9,790.00
UPS Shipping	Shipping / Insurance at no additional charge		0.00	0.00
Pricing valid for 120 days				

**Speed. Surprise. Violence of Action.**

<b>TOTAL</b>	<b>\$9,790.00</b>
--------------	-------------------

## Jodi Platt

---

**From:** County Judge <carol.bush@co.ellis.tx.us>  
**Sent:** Thursday, September 21, 2017 12:12 PM  
**To:** Jodi Platt  
**Cc:** Susan Soros; Sara Garcia  
**Subject:** RE: Line Item Transfer

Jodi,

Yes. Please send the request to Susan.

Carol Bush  
Ellis County Judge  
The Historic Courthouse  
101 W. Main St.  
Waxahachie, TX 75165  
Phone: 972.825.5011  
Fax: 972.825.5012  
Email: [countyjudge@co.ellis.tx.us](mailto:countyjudge@co.ellis.tx.us)



**From:** Jodi Platt [mailto:[jodi.platt@co.ellis.tx.us](mailto:jodi.platt@co.ellis.tx.us)]  
**Sent:** Thursday, September 21, 2017 12:06 PM  
**To:** County Judge <carol.bush@co.ellis.tx.us>  
**Cc:** Sara Garcia <[sara.garcia@co.ellis.tx.us](mailto:sara.garcia@co.ellis.tx.us)>  
**Subject:** Line Item Transfer

Judge Bush,

On August 8<sup>th</sup> Commissioners Court, Agenda Item 3.10, the court voted to purchase deputy protective equipment not to exceed \$38,000 from General Funds. Purchasing has received the following requests from Captain Hamilton:

Tasers - \$9948.65  
Rifle protective shields - \$9790.00  
Protective helmets and first aid kits - \$16,788.65

Total - \$36,527.30

We would need to make a line item transfer in order for us to purchase. Does this transfer need to be placed on the agenda?

Thank you,

Jodi

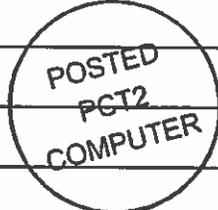
F18

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:

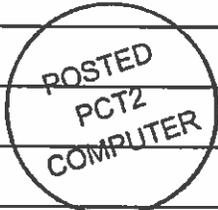
TRANSFER FROM:

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



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50915-00000-000	FM2 ASPHALT	\$50,000.00



Signature of Department Head

9.20.17

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.

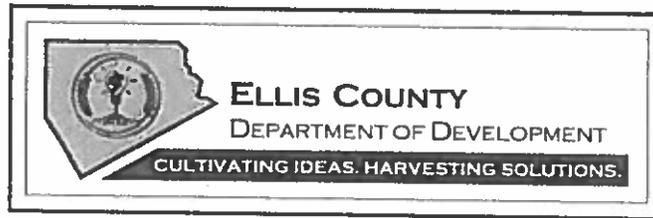
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016/2017

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

Approved by County Auditor's Office:

*Billen 9/20/17*  
*Needs court approval*





**AGENDA ITEM NO. SP1**

**AGENDA CAPTION:**

Consider and act on a request to approve a simplified plat of Isaac Acres. The property contains ± 23.684 acres of land in the R. De La Pena Survey, Abstract No. 3 located on the east side of Newton Road 3,000 feet south of Chaparall Road, Ferris, Road & Bridge Precinct No.1.

**BACKGROUND INFORMATION:**

**Purpose:**

The applicant, Shanti Investments, LLC, is requesting approval of this simplified plat on this property for three (3) residential lots.

**History:**

This property was previously platted as Newton Farms Addition, Phase 2, recorded in Volume C, Page 161 & 162. It was later abandoned by the Commissioners' Court at its meeting on February 14, 2017, under Court Order No 131.17.

**Thoroughfare Plan:**

There are no thoroughfares within the vicinity of this property. This plat shows a total right-of-way dedication of 30 feet for Newton Road.

**RECOMMENDATION:**

Staff recommends approval of this request, as presented.

**ATTACHMENTS:**

1. Location Map
2. Plat

**SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator

**REVIEWED AND PRESENTED BY:**

A handwritten signature in black ink, appearing to read "Alberto Mares".

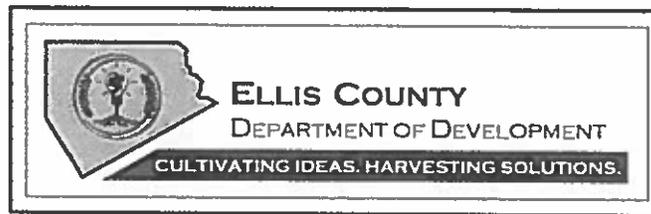
Alberto Mares, AICP, DR  
Director  
Ellis County Department of Development

**ATTACHMENT NO. 1**



 **Subject Property**





**AGENDA ITEM NO. SP2**

**AGENDA CAPTION:**

Consider and act on a request to approve a simplified plat of Cryer Addition. The property contains ± 3.902 acres of land in the William H. Morris Survey, Abstract No. 725 and the Joseph Bell Survey, Abstract No. 62 located on the northwest side of FM 983, Red Oak, Road & Bridge Precinct No.1.

**BACKGROUND INFORMATION:**

**Purpose:**

The applicant, Charles Cryer, 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. A variance for road frontage was approved February 28, 2017, court order no. 167.17.

**Thoroughfare Plan:**

There are no thoroughfares within the vicinity of this property. This plat shows a total right-of-way dedication of 60 feet for FM 983.

**RECOMMENDATION:**

Staff recommends approval of this request, as presented.

**ATTACHMENTS:**

1. Location Map
2. Plat

**SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator

**REVIEWED AND PRESENTED BY:**

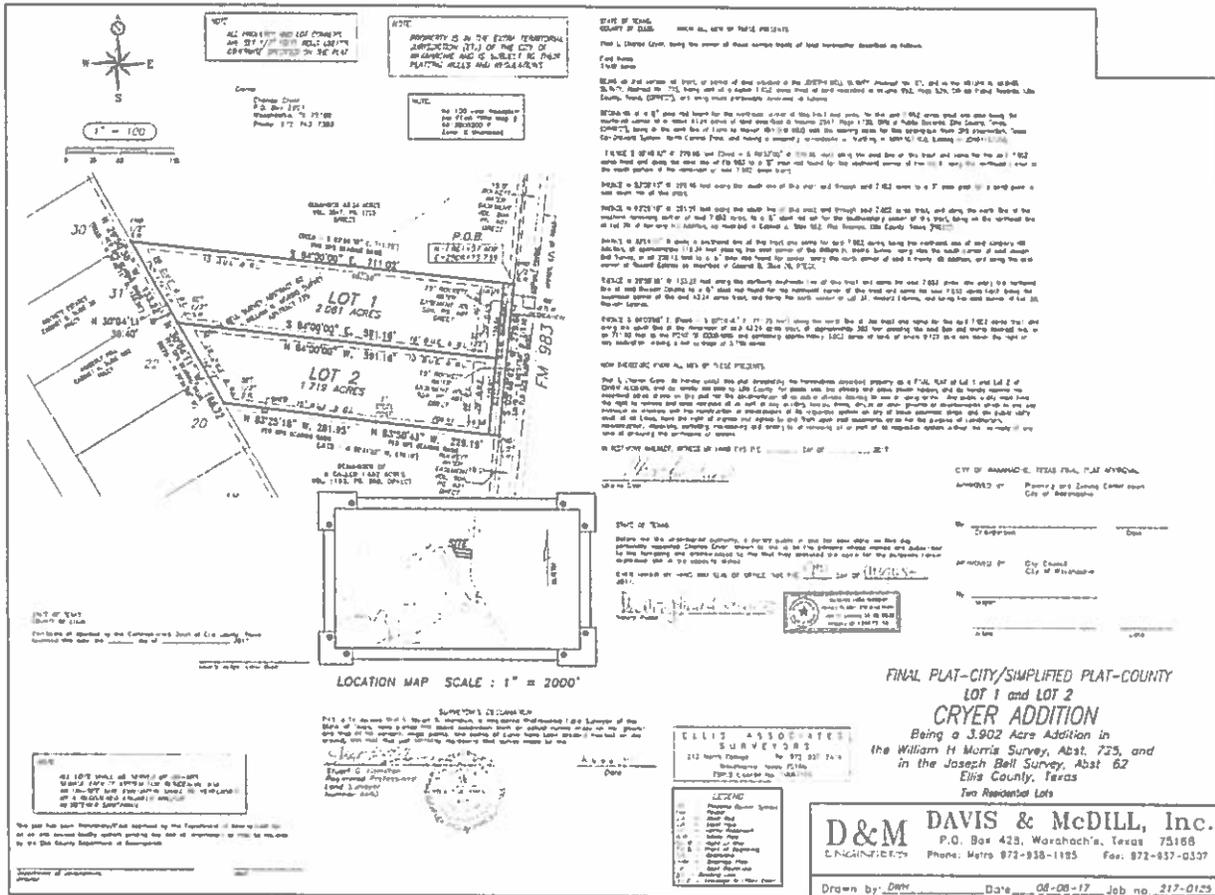
A handwritten signature in black ink, appearing to read "Alberto Mares".

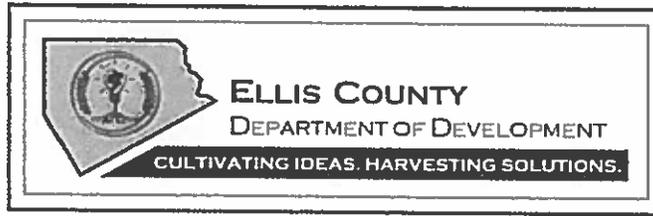
Alberto Mares, AICP, DR  
Director  
Ellis County Department of Development

**ATTACHMENT NO. 1**



 **Subject Property**





## AGENDA ITEM NO. SP3

### AGENDA CAPTION:

Consider and act on a request to approve a simplified plat of Duenas Addition. The property contains  $\pm$  11.020 acres of land in the John Collett Survey, Abstract 221 located on northwest corner of Broadhead Road and Gibson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.

### BACKGROUND INFORMATION:

#### Purpose:

The applicant, Juan and Maribel Duenas, is requesting approval of this simplified plat on this property for four (4) residential lots.

#### History:

There is no history of any other subdivision request on this property. Approved by the City of Waxahachie on June 14, 2017.

#### Thoroughfare Plan:

There are no thoroughfares within the vicinity of this property. This plat shows a total right-of-way dedication of 63 feet for Gibson Road and 55 feet of Broadhead Road.

### RECOMMENDATION:

Staff recommends approval of this request, as presented.

### ATTACHMENTS:

1. Location Map
2. Plat

### SUBMITTED BY:

Lisa Yates  
Subdivision Coordinator

### REVIEWED AND PRESENTED BY:

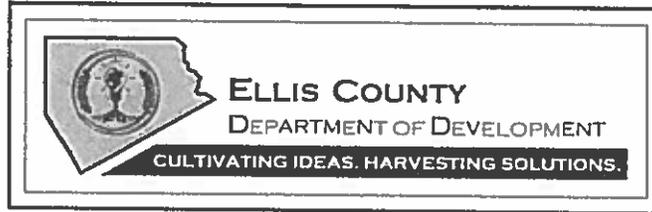
A handwritten signature in black ink, appearing to read 'Alberto Mares', is written over a light blue horizontal line.

Alberto Mares, AICP, DR  
Director  
Ellis County Department of Development



 Subject Property





## AGENDA ITEM NO. 1.1

### **AGENDA CAPTION:**

Consider and act on a request to approve a preliminary plat of Bluestem Hills. The property contains  $\pm$  81.10 acres of land in the Leeman Kelsey Survey, Abstract No. 594 located north of the of Marion Road and east of FM 157, Venus, Road & Bridge Precinct No. 4.

### **BACKGROUND INFORMATION:**

#### **Purpose:**

The applicant is requesting approval of this preliminary plat on this property for forty-eight (48) lots.

#### **History:**

A portion of this property was platted as Sunset Meadows, Phase 2 on July 14, 2003 and abandoned by the Commissioners' Court at its meeting on July 26, 2004.

#### **Thoroughfare Plan:**

FM 157 is classified as a proposed freeway requiring a right-of-way dedication of 400 - 500 feet. This plat is showing a total right-of-way dedication of sixty (60) feet. Tx-DOT will secure any additional right-of-way in the future.

#### **Utility Service:**

Mountain Peak Water provides service to this area.

### **RECOMMENDATION:**

Staff recommends approval of this request, as presented.

### **ATTACHMENTS:**

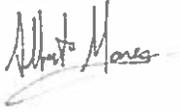
1. Location Map
2. Plat

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, SEPTEMBER 26, 2017**

### **SUBMITTED BY:**

Lisa Yates  
Subdivision Coordinator

**REVIEWED 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.

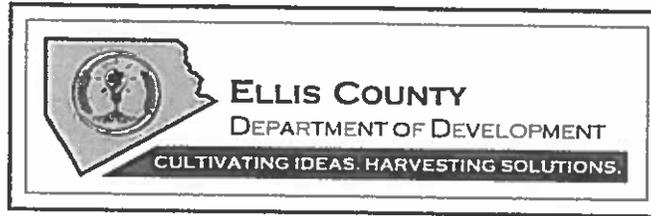
Alberto Mares, AICP, DR  
Director  
Ellis County Department of Development

**ATTACHMENT NO. 1**



**Subject Property**





## AGENDA ITEM NO. 1.2

### AGENDA CAPTION:

Consider and act on a request to approve a final plat of Taylor Ridge, Phase 4. The property contains ± 56.766 acres of land in the S.B. Orton Survey, Abstract No. 813 located on Oak Vista Road east of Oak Branch Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.

### BACKGROUND INFORMATION:

#### Purpose:

The applicant is requesting approval of this final plat on this property for twenty-three (23) residential lots.

#### History:

The City of Waxahachie approved this final plat at its City Council meeting held on August 21, 2017.

#### Thoroughfare Plan:

There are no thoroughfares located within the vicinity of this proposed subdivision.

#### Utility Service:

Buena Vista-Bethel Water provides service to this area.

### RECOMMENDATION:

Staff recommends approval of this request, as presented.

### ATTACHMENTS:

1. Location Map
2. Plat

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, SEPTEMBER 26, 2017**

### SUBMITTED AND PRESENTED BY:

A handwritten signature in black ink that reads "Alberto Mares".

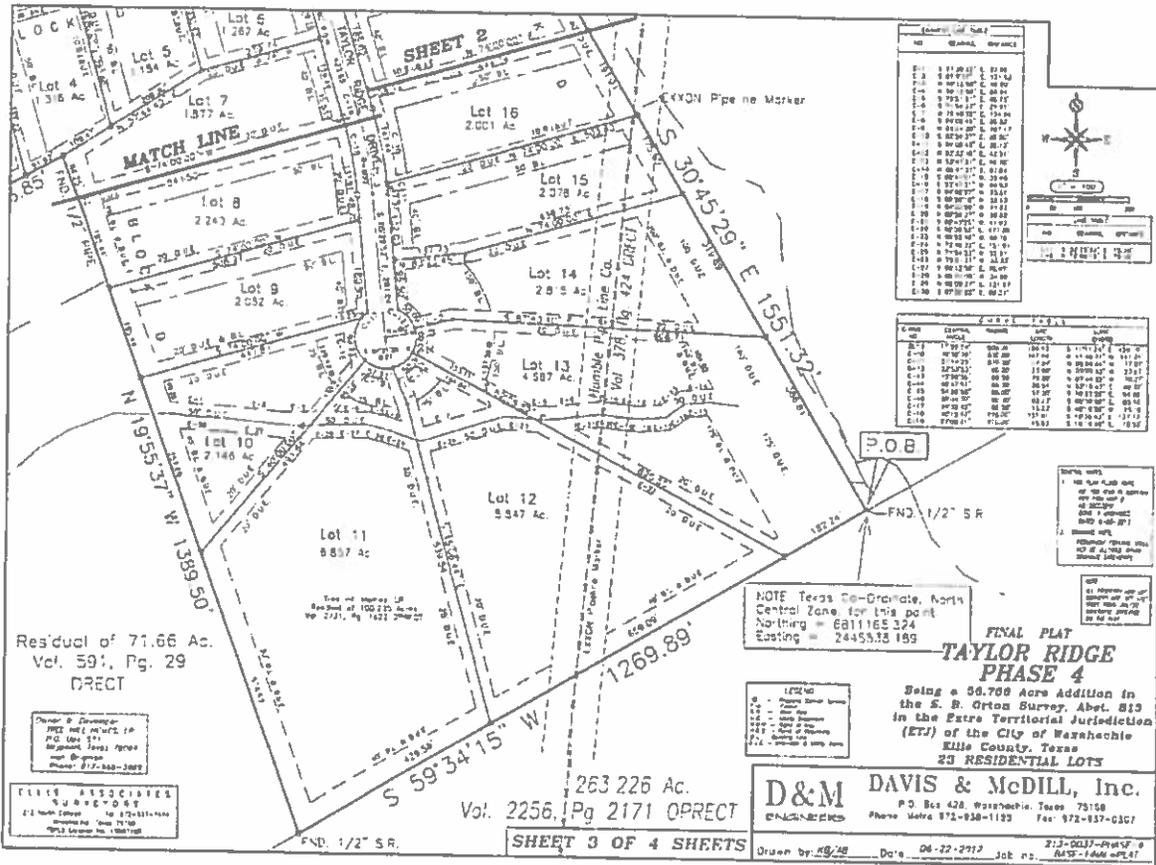
Alberto Mares, AICP, DR  
Director, Ellis County Department of Development

**ATTACHMENT NO. 1**



**Subject Property**





Residual of 71.66 Ac.  
Vol. 591, Pg. 29  
OPRECT

Owner & Developer  
D&M DAVIS & MCDILL, INC.  
211 North Central  
P.O. Box 428  
Waxahachie, Texas 75158  
Phone 972-838-1193  
Fax 972-837-0327

ELLIS ASSOCIATES  
SURVEYORS  
211 North Central  
P.O. Box 428  
Waxahachie, Texas 75158  
Phone 972-838-1193  
Fax 972-837-0327

263.226 Ac.  
Vol. 2256, Pg. 2171 OPRECT  
SHEET 3 OF 4 SHEETS

NOTE Texas Co-Gravite, North Central Zone for this point  
Northing = 6811165.374  
Easting = 2445535.189

**FINAL PLAT  
TAYLOR RIDGE  
PHASE 4**  
Being a 56.768 Acre Addition in the S. B. Orion Survey, Abet. 813 in the Extra Territorial Jurisdiction (ETJ) of the City of Waxahachie, Ellis County, Texas  
**83 RESIDENTIAL LOTS**

**D&M DAVIS & MCDILL, Inc.**  
ENGINEERS  
P.O. Box 428, Waxahachie, Texas 75158  
Phone 972-838-1193 Fax 972-837-0327  
Drawn by: MS/MS Date: 06-22-2017 Job no. 213-0017-Phase 4  
PLAT-Phase 4-2017

STATE OF TEXAS  
COUNTY OF ELLIS

Know all men by these presents that the undersigned, the undersigned, do hereby certify that the following is a true and correct copy of the original plat of the same as the same was approved by the Board of Commissioners of the City of Waxahachie, Texas, on this 22nd day of June, 2017.

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF ELLIS

Know all men by these presents that the undersigned, the undersigned, do hereby certify that the following is a true and correct copy of the original plat of the same as the same was approved by the Board of Commissioners of the City of Waxahachie, Texas, on this 22nd day of June, 2017.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF ELLIS

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Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF ELLIS

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\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF ELLIS

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BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF ELLIS

Know all men by these presents that the undersigned, the undersigned, do hereby certify that the following is a true and correct copy of the original plat of the same as the same was approved by the Board of Commissioners of the City of Waxahachie, Texas, on this 22nd day of June, 2017.

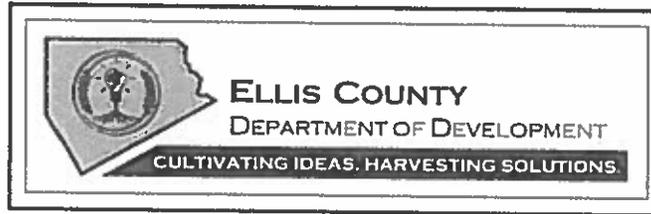
BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, 2017.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**FINAL PLAT  
TAYLOR RIDGE  
PHASE 4**  
Being a 56.768 Acre Addition in the S. B. Orion Survey, Abet. 813 in the Extra Territorial Jurisdiction (ETJ) of the City of Waxahachie, Ellis County, Texas  
**83 RESIDENTIAL LOTS**

**D&M DAVIS & MCDILL, Inc.**  
ENGINEERS  
P.O. Box 428, Waxahachie, Texas 75158  
Phone 972-838-1193 Fax 972-837-0327  
Drawn by: MS/MS Date: 06-22-2017 Job no. 213-0017-Phase 4  
PLAT-Phase 4-2017



### AGENDA ITEM NO. 1.3

#### AGENDA CAPTION:

Consider and act upon a request to release Performance Bond No. 305929 issued by NGM Insurance Company, in the amount of two hundred thirty-seven thousand six hundred eighty-six dollars & 20/100 (\$237,686.20) and accept Maintenance Bond No. 305929 issued by The Main Street America Group in the amount of ninety-five thousand seventy-four dollars and 48/100 (\$95,074.48) for Taylor Ridge, Phase 4, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.

#### BACKGROUND INFORMATION:

##### Purpose:

The applicant is requesting the County to release the performance bond for Taylor Ridge, Phase 4 initially issued on July 12, 2016, for \$237,686.20 specifically for streets, roads and drainage requirements. All roads and infrastructure have been inspected and determined to be “substantially complete.”

The second half of this request is to accept a maintenance bond for \$95,074.48 for that same subdivision specifically for “*the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels.*” This maintenance bond is good for up to two (2) years from the date of July 19, 2017.

##### History:

A final plat for this subdivision is on this same agenda. Should the final plat not be approved, this item will be not be heard.

#### RECOMMENDATION:

Staff recommends the Commissioners’ Court proceed in the manner described below:

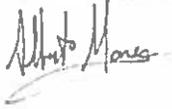
- 1) **Approve** this request to release the Performance Bond No. 305929, issued by NMG Insurance Company, for \$237,686.20 for \$95,074.48 for Taylor Ridge, Phase 4, as presented.
- 2) **Approve** the acceptance of Maintenance Bond No. 305929, issued by The Main Street America Group for \$95,074.48 for Taylor Ridge, Phase 4, as presented.

#### ATTACHMENTS:

1. Location Map
2. Copy of Maintenance Bond

**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, SEPTEMBER 26, 2017**

**SUBMITTED AND PRESENTED BY:**

A handwritten signature in black ink, appearing to read "Alberto Mares", with a horizontal line underneath.

Alberto Mares, AICP, DR  
Director, Ellis County Department of Development



 Subject Property



THE MAIN STREET AMERICA GROUP



MAINTENANCE BOND

BOND NO. 305929

KNOW ALL MEN BY THESE PRESENTS:

That, TREE HILL HOMES GP, LLC of MAYPEARL, TEXAS, as Principal and NGM Insurance Company, a corporation organized under the laws of the State of Florida and authorized to do business in the STATE OF TEXAS as Surety, are held and firmly bound unto Judge Carol Bush, Ellis County Judge, or her successors in office as Obligee, in the penal sum of Ninety five thousand seventy four & 48/100 Dollars (\$95,074.48) lawful money of the United States of America, to be paid to the Obligee for which payments, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee entered into a written contract for the Taylor Ridge Phase 4 all in accordance with plans and specifications drawn.

WHEREAS, said contract provides that the Principal will furnish a bond to guarantee, for the period of 2(two) year(s) against all defects in workmanship and materials which may become apparent during such period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which becomes apparent during the period of 2(two) year(s) from and after July 19 2017, then this obligation shall become null and void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of July 2017

By: [Signature]
NGM Insurance Company
By: [Signature]
Sheri R Allen
Attorney-in-Fact

68-N213 (05/2006)



Subject Property

**Lisa Yates**

---

**From:** Ivan Brigman <itb6080@yahoo.com>  
**Sent:** Thursday, August 17, 2017 1:15 PM  
**To:** Lisa Yates  
**Subject:** Re: 200 STONERIDGE DRIVE, WAXAHACHIE

Lisa,

I, Ivan Brigman, with Tree Hill Homes am requesting a variance for 200 Stone Ridge Drive. This variance is for a water well to be drilled for non-potable water, not to be used in the home. This well would be used for a pond at the rear of the property in order to keep the pond at a constant level during the summer months. If you have any further questions, please call me at 817-874-7591.

Thank you

Ivan Brigman  
817-966-3888

On Aug 15, 2017, at 7:32 AM, Lisa Yates <lisa.yates@co.ellis.tx.us> wrote:

You can send the letter in an email, I just need it to talk to the commissioner and put it on the agenda.

If you have any questions, email me.

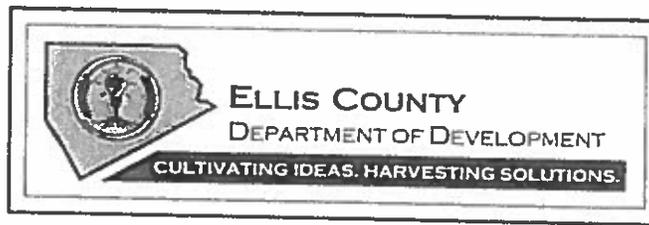
Lisa

**From:** Lisa Yates [<mailto:lisa.yates@co.ellis.tx.us>]  
**Sent:** Tuesday, August 01, 2017 11:29 AM  
**To:** IVAN BRIGMAN ([itb6080@yahoo.com](mailto:itb6080@yahoo.com)) <[itb6080@yahoo.com](mailto:itb6080@yahoo.com)>  
**Subject:** 200 STONERIDGE DRIVE, WAXAHACHIE

Ivan – Geyer Drilling Co come in to request the permit for the well. We will need a letter from you requesting the variance to the 300' of road frontage and the 3 acres the county requires. We will also need a copy of the deed for the property and the plans for the lot. If there will be a house and septic we will need the septic design. I talked to Darla with Geyer and told her the permit is on hold until we get the variance granted.

Feel free to email or call if you have any questions.

Lisa Yates  
Subdivision Coordinator  
972-825-5200  
<image002.jpg>



## AGENDA ITEM NO. 1.5

### AGENDA CAPTION:

Consider and act upon a request to abandon Lot 7 of Four-Mile Creek Estates. The property contains  $\pm$  2.191 acres of land located on the east side of Novy Road  $\pm$  3,500 feet north of Highway 34, in the extraterritorial jurisdiction of the City of Ennis, Road & Bridge Precinct No. 1.

### BACKGROUND INFORMATION:

#### Purpose:

The applicant is requesting to abandon and cancel Lot 7 of Four-Mile Creek Estates. If approved, this acreage will be folded onto the adjacent 134.37 acres to form one piece of property. The abandonment of dedicated right-of-way along Novy Road is not included as part of this request.

#### History:

The Commissioners' Court previously approved the final plat on this property at its meeting held on February 27, 2006.

#### Advertisement:

As required by State Law in Chapter 232.008 (c) of the Texas Local Government Code, this cancellation was advertised for three (3) weeks in the Waxahachie Daily Light, starting Wednesday, August 23, 2017. All required notifications have been satisfied.

### RECOMMENDATION:

Staff recommends approval of this request to abandon Lot 7 of Four-Mile Creek Estates, as presented.

### ATTACHMENTS:

1. Location Map
2. Final plat
3. Notice

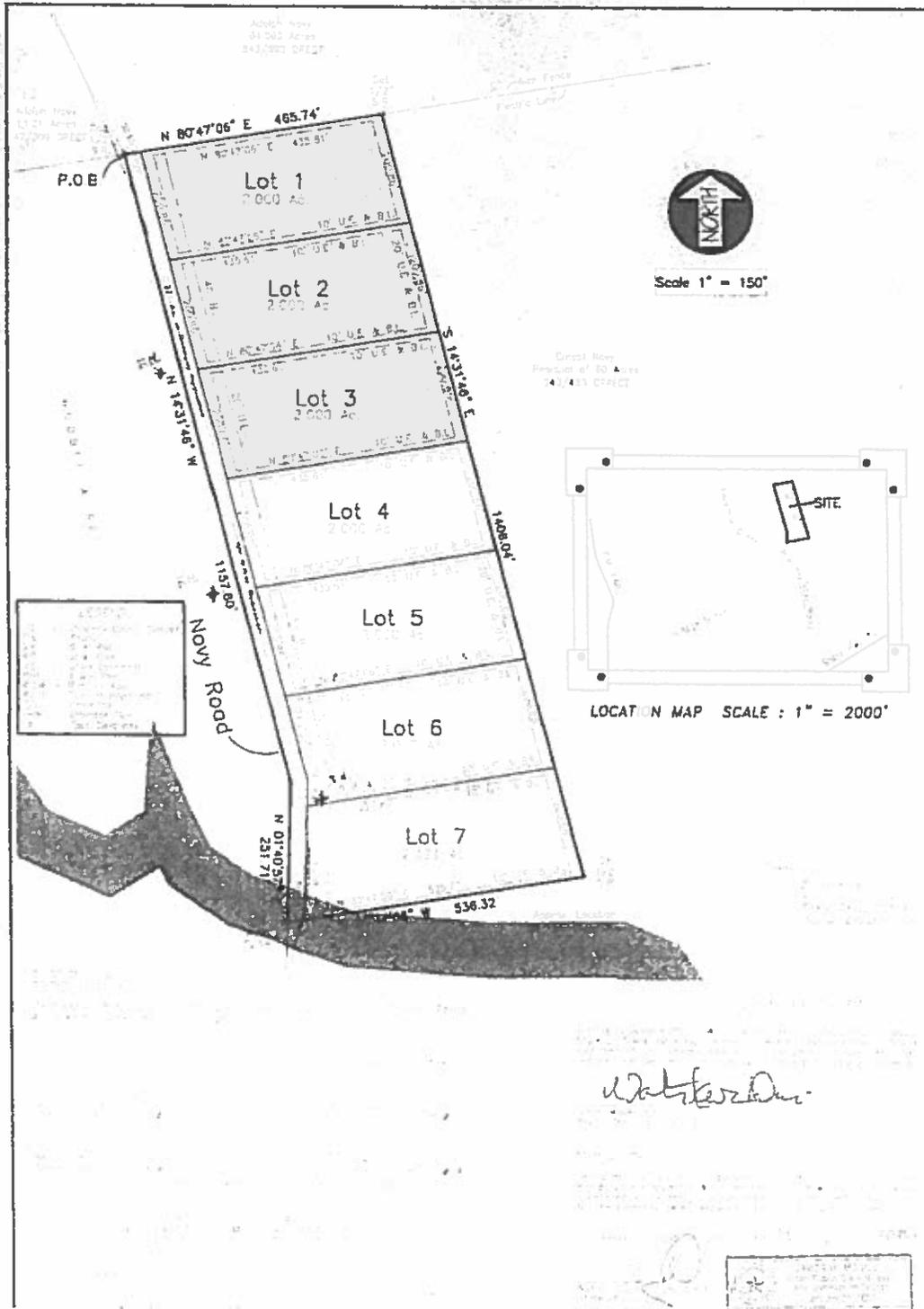
**ELLIS COUNTY COMMISSIONERS' COURT  
TUESDAY, SEPTEMBER 26, 2017**

### SUBMITTED AND PRESENTED BY:

Alberto Mares, AICP, DR  
Director, Ellis County Department of Development



 Subject Property





**Ellis County Department of Development**

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

**ATTENTION!**

**PUBLIC NOTICE**

A request has been filed with the Ellis County Department of Development to cancel a portion of Four Mile Creek Estates, Ellis County, Texas. The proposed cancellation will be presented to Ellis County Commissioners Court located in the Ellis County Historical Courthouse, 2<sup>nd</sup> Floor, 101 West Main Street, Waxahachie, Texas at 2:00 p.m., September 26, 2017. If you are interested in the property and wish to protest the proposed cancellation, you must show up 15 minutes early to sign up. For questions, please call 972-825-5200.

Customer: ELLIS, COUNTY OF

Bill To: ELLIS COUNTY  
ADULT PROBATION  
202 CLIFT ST  
WAXAHACHIE, TX 75165-3734

Install: COUNTY OF ELLIS  
ADULT PROBATION  
OFFICE 225  
109 S JACKSON ST  
WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072719100

Solution			
Item	Product Description	Agreement Information	Trade Information
1. WC3655X	(WORKCENTRE 3655X) - Carrier Deliv/instal - Wireless Print Adapt - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox MFP3635 S/N BB1491264 Trade-In as of Payment 55
			Requested Install Date 1/27/2017

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC3655X	\$94.21	1: BW	1 - 20,000 20,001+	Included \$0.0045	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$94.21	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.  Signer: _____ Phone: (972)825-5135  Signature: _____ Date: _____	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Amiee Bilberry</b> <b>(817)558-9656</b>  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



**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.

1, 9/18/2017

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**SURPLUS BOOKS 2017**

#	Box	Book Series	Title	Year	Publisher	Depl
3002		Arkfeld	Electronic Discovery and Evidence Fourth Edition	Apr-16	Law Partner Publishing	LL
<b>DALLAS COUNTY BENCH BOOK</b>						
3006		Dallas County Bench Book	Dallas County Bench Book a project of the Dallas bar association	Jul-05	Texas Lawyer	Dist 401
<b>O'CONNOR'S</b>						
3006		O'Connor's	Estates Code Plus, Jones McClure	2013-2014	Jones McClure	CCLL2
3006		O'Connor's	Family Code Plus	2013-2014	Jones McClure	CCLL2
<b>TEXAS CRIMINAL PROCEDURE CODE AND RULES</b>						
3006		Texas Criminal Procedure	Texas Criminal Procedure Code and Rules	2012	Thomson Reuters	CCLL2
3006		Texas Criminal Procedure	Texas Criminal Procedure Code and Rules	2014	Thomson Reuters	CCLL2
<b>TEXAS ENVIRONMENTAL LAWS</b>						
3007		Texas Environmental Laws	Texas Environmental Laws Annotated	2013	Thomson Reuters	DOD
3007		Texas Environmental Laws	Texas Environmental Laws Annotated	2014	Thomson Reuters	DOD
<b>TEXAS FAMILY CODE</b>						
3007		Texas Family Code Annotated	Texas Family Code Annotated, August 2011 Edition	2011	Thomson Reuters	CCL2
3007		Sampson & Tindall's	Texas Family Code Annotated, August 2014 Edition & CD	2014	Thomson Reuters	CCL2
<b>TEXAS FAMILY LAW &amp; PRACTICE MANUAL</b>						
3003		Texas Family Law & Practice	Texas Family Law practice Manual 3rd Edition	2014	State Bar of Texas	LL
<b>TEXAS PENAL ANNOTATED</b>						
3007		Kinkeade & McColloch's	Texas Penal Code Annotated	2011-2012	Thomson Reuters	CCL 2
<b>TEXAS RULES OF EVIDENCE ANNOTATED</b>						
3007		Roach's	Texas Rules of Evidence Annotated	2014	Thomson Reuters	CCL 2
<b>TEXAS RULES OF COURT</b>						
3006		Texas Rules of Court	Texas Rules of Court Local	2009	Thomson Reuters	CCL 2
3006		Texas Rules of Court	Texas Rules of Court State	2009	Thomson Reuters	CCL2
3006		Texas Rules of Court	Texas Rules of Court State, Vol. 1,	2013	Thomson Reuters	CCL2
3006		Texas Key Rules	Texas Key Rules	2009	Thomson Reuters	CCL2

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**SURPLUS BOOKS 2017**

#	Box	Book Series	Title	Year	Publisher	Dept
3007		Texas Probate Code Annotated	Texas Probate code annotated, Sampson & Tindall	Aug-11	Thomson Reuters	CCL 1
<b>TEXAS PROBATE CODE</b>						
<b>TEXAS RULES OF THE COURT</b>						
3006		Texas Rules of the Court	Texas Rules of the Court (Local)	2009	West	CCL 1
3006		Texas Rules of the Court	Texas Rules of the Court (State)	2009	West	CCL 1
3006		Texas Rules of the Court	Texas Rules of the Court (State) vol. 1	2013	Thomson Reuters	CCL 1
3006		Texas Key Rules	Texas Key Rules	2009	West	CCL 1
<b>USCA</b>						
3001 A		USCA	The Congress, 1/2, 1 to 270 General Provisions	2005/PP 2016	West Thompson	LL
3001 A		USCA	The Congress, Vol 2, 271 to 1500	2005/PP 2016	West Thompson	LL
3001 A		USCA	The Congress, Vol 2, 1501 to End, 3/4 Congress, President, Flag and Seal, Etc.	2005	West Thompson	LL
3001 A		USCA	The Congress, Vol 2, 1501 to End, Title 3 the President, Title 4 Flag and Seal, Seat of Government	2016	Thomson Reuters	LL
3001 A		USCA	Vol. 3, Constitution Article 3, 2cl.1 Article 7, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	Title 5, Government Organization and Employees 1 to 552, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	Title 6, Domestic Security, Supplementary pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	6 Constitution Amendment (End) Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	6 Constitution Amendment (End) Supplementary Pamphlet Covering Years 2005 to 2014	2015	Thomson Reuters	LL
3001 A		USCA	8, 1 to 1157 Aliens & Nationality	2005	Thomson West	LL
3001 A		USCA	8, 1 to 1157 Aliens & Nationality, Supplemental Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	8, 1158 to 1182f, Aliens & Nationality	2005	Thomson West	LL
3001 A		USCA	8, 1158 to 1182f, Aliens & Nationality, Supplemental Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	8, 1183 to 1229a, Aliens and Nationality	2005/PP2016	Thomson West	LL
3001 A		USCA	8, 1229b to 1323 Aliens and Nationality	2005	Thomson West	LL
3001 A		USCA	8, 1229b to 1323 Aliens and Nationality Supplemental Pamphlet	2005	Thomson West	LL
3001 A		USCA	8, 1324 to 1439 Aliens and Nationality	2005/PP 2016	Thomson West	LL
3001 A		USCA	8, 1440 to End, Aliens and Nationality, Court Rules, Index	2016	Thomson West	LL
3001 A		USCA	Title 11, Official and Director's Bankruptcy Forms, Pamphlet	2005/PP2016	Thomson West	LL
3001 A		USCA	Title 15, Commerce and Trade 1691 to 1700, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	17, 1 to 500 Copyrights	2016	Thomson Reuters	LL
3001 A		USCA	17, 501 to End, Copyrights, Rules and Regulations, Index	2005	Thomson West	LL
3001 A		USCA	17, 501 to End, Copyrights, Supplementary Pamphlet	2005	Thomson West	LL
3001 A		USCA	Title 18, Federal Sentencing Guidelines, Chapter 2, Part B to Chapter 2, Part F, Supplemental Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	Title 18, Federal Sentencing Guidelines, Chapter 2, Part G to Chapter 2, Part Z, Supplemental Pamphlet	2016	Thomson West	LL
3001 A		USCA	20, 1 to 1070a - 20 Education	2010/PP 2017	Thomson Reuters	LL
3001 A		USCA	20, 1070a - 21 to 1098z, Education	2010/PP 2017	Thomson Reuters	LL
3001 A		USCA	20, 1098aa to 1414a, Education	2010/PP 2017	Thomson Reuters	LL
3001 A		USCA	20, 1415 to 3600, Education	2003/PP 2017	Thomson Reuters	LL
3001 A		USCA	20, 3601 to 6600, Education	2003/PP 2017	West A Thompson Business	LL
3001 A		USCA		2003/PP 2017	West A Thompson Business	LL

#	Box	Book Series	Title	Year	Publisher	Dept
3001 A		USCA	20, 6601 to 7800, Education	2003/PP 2017	West A Thompson Business	LL
3001 A		USCA	20, 7801 to End, Index	2003/PP 2017	West A Thompson Business	LL
3001 A		USCA	Title 22, Foreign Relations and Intercourse 7201 to End, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	28, Rules, United States Courts of Appeals Rules D.C. Cir 1st to 6th, Part I	2016	Thomson Reuters	LL
3001 A		USCA	28, Rules United States Courts of Appeals Rules 7th to 11th, Cir Fed, Cir Part II	2016	Thomson Reuters	LL
3001 A		USCA	28, Federal Rules of Civil Procedure, Rule 23, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	28, 1491 to 1650 Judiciary and Judicial Procedure Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	29, Labor 2911 to End, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	33, 1 to 710 Navigation and Navigable Waters	2001/PP 2016	West Group	LL
3001 A		USCA	33, 711 to 1250, Navigation and Navigable Waters	2001/PP 2016	West Group	LL
3001 A		USCA	33, 1251 to 2000, Navigation and Navigable Waters	2001/PP 2015	West Group	LL
3001 A		USCA	33, 1251 to 2000, Navigation and Navigable Waters, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 A		USCA	33, 2001 to End, Navigation and Navigable Waters, Island Rules, Index	2001/PP2016	West Group	LL
3001 A		USCA	48, Territories and Insular Possessions	2003/PP 2016	West Group	LL
3001 A		USCA	50, War and National Defense, 2901 to End, Supplementary Pamphlet	2016	Thomson Reuters	LL
3001 B		USCA	General Index A to C	2016	Thomson Reuters	LL
3001 B		USCA	General Index D to I	2016	Thomson Reuters	LL
3001 B		USCA	General Index J to R	2016	Thomson Reuters	LL
3001 B		USCA	General Index S to Z	2016	Thomson Reuters	LL
3001 B		USCA	Popular name Table A to H	2016	Thomson Reuters	LL
3001 B		USCA	Popular name Table I to Z	2016	Thomson Reuters	LL
3001 B		USCA	Tables Vol. 1	2016	Thomson Reuters	LL
3001 B		USCA	Tables Vol. 2	2016	Thomson Reuters	LL
3001 B		USCA	Tables Vol. 3	2016	Thomson Reuters	LL

## VERNON'S

3001 A		Vernon's Texas Rules Annotated Civil	6, Ancillary Proceedings, Special Proceedings, Closing, Tables, Rules 592 to End, Index C	1967/PP 2016	West	LL
3001 A		Texas Rules Annotated Appellate	Appellate 8, Rules 1 to End, Index	2003	West Group	LL
3001 A		Texas Rules Annotated Appellate	Appellate Procedure 8, Rules 1 to End, Index, Supplemental Pamphlet	2016	Thomson Reuters	LL
3001 A		Texas Rules Annotated Civil	Texas Civil Statutes 2A, Cities, Towns and Villages, Articles 931 to 1132	1963/PP 2010	West Publishing	LL
3001 A		Texas Rules Annotated Civil	Texas Civil Statutes 2B, Cities, Towns and Villages to Commission Merchants, Articles 1133 to 12	1963/PP 2010	West Publishing	LL
3001 A		Vernon's Texas Civil Statutes	Texas Civil Statutes 12C, Health Articles 4465 to 4477	1976/PP 2010	West Publishing	LL
3001 A		Vernon's Texas Civil Statutes	Texas Civil Statutes 19A, Roads, Bridges & Ferries, Salaries, Seawalls, Sequestration, Sheriffs and	1960/PP 2010	West Publishing	LL
3001 A		Vernon's Texas Civil Practice and Remedies	Civil Practice and Remedies 1, Sect. 1.001 to 16.003	2002/PP 2016	West Group	LL
3001 A		Vernon's Texas Civil Practice and Remedies	Vernon's Texas Civil Practice and Remedies	2011/PP 2016	Thomson Reuters	LL
3001 A		Vernon's	Evidence 7, Rules 101 to End, Index	2003	West Group	LL
3001 A		Vernon's	Finance 3, Sects 183,001 to 341	2006/PP 2016	Thomson West	LL
3001 A		Vernon's	Finance 4, Sects 342,001 to End, Index	2006/PP 2016	Thomson West	LL
3001 A		Vernon's	Government 5, Sect. 499,001 to 551	2004	West a Thomson Business	LL
3001 A		Vernon's	Government 5, Sect. 509,001 to 551	2012/PP 2014	Thomson Reuters	LL

## SURPLUS BOOKS 2017

#	Box	Book Series	Title	Year	Publisher	Dept
<b>VERNON'S</b>						
#	Box	Book Series	Title	Year	Publisher	Dept
3001 A		Vernon's	Government 5, Sect. 509.001 to 551, Supplement Pamphlet	2016	Thomson Reuters	LL
3001 C		Vernon's	Health and Safety, 1 Sect. 1.001 to 102	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 2, Sect 103.001 to 191	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 3, Sect 192.001 to 254	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 4, sect 255.001 to 360	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 5, Sect 361.001 to 400	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 6, Sect 401.005 to 467	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 7, Sect 468.001 to 530	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 8, Sect 531.001 to 670	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 9, Sect 671.001 to 776	2010/PP 2010	Thomson Reuters	DOD
3001 C		Vernon's	Health and Safety 10, Sect 777.001 to End, Index	2010/PP 2010	Thomson Reuters	DOD
3001 A		Vernon's	Interim Update #2, 2016 Pamphlet	2016	Thomson Reuters	LL
3001 A		Vernon's	Local Government 1, Sect 1.01 to 70	2008/PP2010	Thomson West	LL
3001 A		Vernon's	Local Government 1A, Sect 71.01 to 140	2008/PP2010	Thomson West	LL
3001 A		Vernon's	Local Government 1B, Sect 141.001 to 158	2008/PP2010	Thomson West	LL
3001 A		Vernon's	Local Government 2, Sect 159.001 to 230	2008/PP2010	Thomson West	LL
3001 A		Vernon's	Local Government 3, Sect 231.001 to 280	2005	Thomson West	LL
3001 A		Vernon's	Local Government 4, Sect 281.001 to 340	2005/PP2010	Thomson West	LL
3001 A		Vernon's	Local Government 5, Sect 341.001 to 380	2005/PP2010	Thomson West	LL
3001 A		Vernon's	Local Government 5, Sect 381.001 to End, Index	2005/PP2010	Thomson West	LL
3001 A		Vernon's	Penal 5, Sects 31.04 to 45:End	2011/PP 2016	Thomson Reuters	LL
3001 B		Vernon's	Health and Safety, 1 Sect. 1.001 to 102	2010/PP 2016	Thomson Reuters	LL
3001 B		Vernon's	Health and Safety 2, Sect 103.001 to 191	2010/PP 2016	Thomson Reuters	LL
3001 B		Vernon's	Health and Safety 3, Sect 192.001 to 254	2010/PP 2011	Thomson Reuters	LL
3001 B		Vernon's	Health and Safety 4, sect 255.001 to 360	2010/PP 2016	Thomson Reuters	LL
3001 B		Vernon's	Health and Safety 6, Sect 401.005 to 467	2010/PP 2016	Thomson Reuters	DOD
3001 B		Vernon's	Health and Safety 7, Sect 468.001 to 530	2010/PP 2016	Thomson Reuters	DOD
3001 B		Vernon's	Health and Safety 8, Sect 531.001 to 670	2010/PP 2016	Thomson Reuters	DOD
3001 B		Vernon's	Health and Safety 9, Sect 671.001 to 776	2010/PP 2016	Thomson Reuters	DOD
3001 B		Vernon's	Health and Safety 10, Sect 777.001 to End, Index	2010/PP 2016	Thomson Reuters	DOD

**SURPLUS CD's 2017**

#	Box	CD Names	Title	Year	Publisher	Dept
<b>ARKFELD, LEXIS NEXIS</b>						
3008		Arkfeld	2nd Edition, Electronic Discovery and Evidence	Mar-08	Lexis Nexis	LL
3008		Arkfeld	2nd Edition, Electronic Discovery and Evidence	Sep-08	Lexis Nexis	LL
3008		Arkfeld	2nd Edition, Electronic Discovery and Evidence	Sep-09	Lexis Nexis	LL
3008		Arkfeld	2nd Edition, Electronic Discovery and Evidence	Mar-10	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	2010	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Mar-11	Lexis Nexis	LL

**SURPLUS CD's 2017**

#	Box	CD Names	Title	Year	Publisher	Dept
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Mar-11	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Sep-11	Lexis Nexis	LL
<b>ARKFELD, LEXIS NEXIS</b>						
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Mar-12	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Sep-12	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Sep-13	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Apr-14	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Apr-14	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Sep-14	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Apr-15	Lexis Nexis	LL
3008		Arkfeld	3rd Edition, Electronic Discovery and Evidence	Oct-15	Lexis Nexis	LL
<b>TEXAS CRIMINAL FORMS, JAMES PUBLISHING</b>						
3008			Texas Criminal Forms	Jul-09	James Publishing	LL
3008			Texas Criminal Forms	Jun-10	James Publishing	LL
3008			Texas Criminal Forms	Jul-11	James Publishing	LL
3008			Texas Criminal Forms	Jun-12	James Publishing	LL
3008			Texas Criminal Forms	Jul-13	James Publishing	LL
<b>TEXAS CRIMINAL JURY CHARGES, JAMES PUBLISHING</b>						
3008			Texas Criminal Jury Charges	Nov-09	James Publishing	LL
3008			Texas Criminal Jury Charges	Dec-10	James Publishing	LL
3008			Texas Criminal Jury Charges	Dec-10	James Publishing	LL
3008			Texas Criminal Jury Charges	Nov-11	James Publishing	LL
3008			Texas Criminal Jury Charges	Dec-12	James Publishing	LL
<b>TEXAS CRIMINAL LAWYER'S HANDBOOK, JAMES PUBLISHING</b>						
3008			Texas Criminal Lawyer's Handbook	Sep-09	James Publishing	LL
3008			Texas Criminal Lawyer's Handbook	Sep-10	James Publishing	LL
3008			Texas Criminal Lawyer's Handbook	Jan-12	James Publishing	LL
3008			Texas Criminal Lawyer's Handbook	Oct-12	James Publishing	LL
<b>TEXAS ESTATE PLANNING, JAMES PUBLISHING</b>						
3008			Texas Estate Planning	Aug-08	James Publishing	LL
3008			Texas Estate Planning	Aug-09	James Publishing	LL
3008			Texas Estate Planning	Aug-10	James Publishing	LL
3008			Texas Estate Planning	2011	James Publishing	LL
3008			Texas Estate Planning	Oct-12	James Publishing	LL
3008			Texas Estate Planning	Nov-13	James Publishing	LL
<b>TEXAS OBJECTIONS, JAMES PUBLISHING</b>						
3008			Texas Objections	Jul-09	James Publishing	LL
3008			Texas Objections	Jul-10	James Publishing	LL
3008			Texas Objections	Jul-11	James Publishing	LL
<b>SURPLUS CD's 2017</b>						

#	Box	CD Names	Title	Year	Publisher	Dept
<b>TEXAS PROBATE FORMS &amp; PROCEDURE, JAMES PUBLISHING</b>						
3008			Texas Probate Forms & Procedure	2008	James Publishing	LL
3008			Texas Probate Forms & Procedure	2009	James Publishing	LL
3008			Texas Probate Forms & Procedure	Sep-10	James Publishing	LL
3008			Texas Probate Forms & Procedure	Sep-11	James Publishing	LL
3008			Texas Probate Forms & Procedure	Sep-12	James Publishing	LL
3008			Texas Probate Forms & Procedure	Oct-13	James Publishing	LL
<b>O'CONNOR'S TEXAS CIVIL APPEALS, JONES MCCLURE</b>						
3008		O'Connor's	Texas Civil Appeals	2007-2008	Jones McClure	LL
3008		O'Connor's	Texas Civil Appeals	2008-2009	Jones McClure	LL
3008		O'Connor's	Texas Civil Forms	2008	Jones McClure	LL
<b>TEXAS FAMILY CODE ANNOTATED/ WEST</b>						
3008		Sampson & Tindall	Texas Family Code Annotated	Aug-10	West	LL
3008		Sampson & Tindall	Texas Family Code Annotated	Aug-11	West	LL
3008		Sampson & Tindall	Texas Family Code Annotated	Aug-12	West	LL
<b>TEXAS FAMILY LAW PRACTICE MANUAL/ STATE BAR OF TEXAS</b>						
3008			Texas Family Law Practice Manual 1996, 1998-2002, 2004, 2006, 2008		State Bar of Texas	LL
<b>TEXAS PATTERN CHARGES/ STATE BAR OF TEXAS</b>						
3008			Texas Pattern Jury Charges	2008	State Bar of Texas	LL
<b>TEXAS PRACTICE, CRIMINAL FORMS AND TRIAL MANUAL</b>						
3008		Texas Practice Series	Criminal Forms and Trial Manual	Mar-08	West	LL
3008		Texas Practice Series	Criminal Forms and Trial Manual	Apr-11	West	LL
<b>TEXAS CRIMINAL FORMS AND TRIAL MANUAL</b>						
3008			Criminal Forms and Trial Manual	Mar-12	West Publishing	LL
3008			Criminal Forms and Trial Manual	Mar-13	West Publishing	LL
3008			Criminal Forms and Trial Manual	Mar-14	West Publishing	LL
3008			Criminal Forms and Trial Manual	Mar-15	Thomson Reuters	LL
3008			Criminal Forms and Trial Manual	May-16	Thomson Reuters	LL
<b>TEXAS SUMMARY JUDGEMENT AND RELATED TERMINATION MOTIONS</b>						
3008			Texas Summary Judgement and Related Termination Motions	Jan-12	West Publishing	LL
3008			Texas Summary Judgement and Related Termination Motions	Dec-16	Thompson Reuters	LL

ATTORNEYS AT LAW  
216 W. Franklin Street  
Waxahachie, TX 75165

(972) 923-5154  
FAX: (972) 937-2878

September 15, 2017

RECEIVED  
SEP 18 2017  
COUNTY JUDGE

Judge Carol Bush  
101 West Main Street  
Waxahachie, Texas 75165

**RE: Conveyance of "struck off" tax sale properties to the City of Ferris**

Dear Judge Bush:

The properties described in the attached paperwork are located within the City of Ennis and has been prosecuted through litigation and tax sale to collect delinquent property taxes. No one bids were received at the tax sale and the Sheriff struck off or deeded property to the County, School and City.

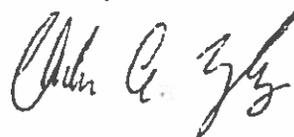
Our office has received bid a bid on this property from the Habitat of Humanity.

Please schedule this matter for consideration as an agenda item at the next available meeting. I would suggest the requested agenda item read as follows:

**Consideration and action concerning resolution to convey "struck off" properties to Ellis County Habitat of Humanity**

If you need any additional information regarding this matter please feel free to contact me at your convenience. Thank you for your attention to this matter.

Sincerely,



Charles E. Brady  
Attorney at Law

cc: file

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Ellis County, Trustee has become the owner of certain real property (described below) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in certain Suit No. 19246TX; Ennis ISD vs Michael Wayne Sorrells

Being that certain Lot 2, Block 16, Fairview Addition, Ellis County, Texas, and being more particularly described by that certain Deed of record in Volume 844, Page 170, Deed Records of Ellis County, Texas (207286)

WHEREAS, the Habitat of Humanity requests this property be conveyed to them for economic redevelopment for the amount of \$100.00, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be conveyed to the Habitat of Humanity for economic redevelopment for the amount of \$100.00.

NOW THEREFORE BE IT RESOLVED BY THE

The Commissioners of Ellis County, Texas

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property for public use to the City of Ennis:

Resolved this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

\_\_\_\_\_  
County Judge  
Ellis County

\_\_\_\_\_  
Board Secretary

Those Voting Aye Were:

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

Those Voting Nay Were:

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

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

QUITCLAIM DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF ELLIS

X

That Ennis Independent School District, City of Ennis and Ellis County, acting through the presiding officers of their governing bodies, hereunto duly authorize by resolution and order of said governing bodies which is duly recorded in the official Minutes, hereinafter called grantors, for and in consideration of the sum of \$100.00 cash and other good and valuable consideration given by

Ellis County Habitat for Humanity  
P.O. Box 157  
Waxahachie, TX 75168

hereinafter called grantee(s). the receipt of which is acknowledged and confessed. has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the tax foreclosure judgment against the property herein conveyed. acquired by tax foreclosure sale heretofore held under: Cause No. 19246TX; Ennis ISD, et al vs. Michael Wayne Sorrells, et al, in the district court of said county, said property being located in Ellis County, Texas, and described as follows:

Being that certain Lot 2, Block 16, Fairview Addition, Ellis County, Texas, and being more particularly described by that certain Deed of record in Volume 844, Page 170, Deed Records of Ellis County, Texas (207286)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

This deed is expressly given subject to any existing right of redemption of said property pursuant to Section 34.21, Texas Tax Code Ann. (Vernon's 1982).

IN TESTIMONY WHEREOF Ellis County, has caused these presents to be executed this day of \_\_\_\_\_, 20\_\_\_\_\_.

Ellis County

By: \_\_\_\_\_  
Carol Bush  
County Judge  
Commissioners Court

STATE OF TEXAS X  
COUNTY OF ELLIS X

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Carol Bush, County Judge, of Ellis County.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_

IN TESTIMONY WHEREOF City of Ennis, has caused these presents to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Ennis

By: \_\_\_\_\_  
Angeline Juenemann  
Mayor  
City of Ennis

STATE OF TEXAS

X

COUNTY OF ELLIS

X

This instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_. by Angeline Juenemann, Mayor, of  
City of Ennis.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_



**Access to Information Contained in Unemployment Insurance Records**

The information maintained by the Texas Workforce Commission (Agency), as administrator of the unemployment insurance program, is confidential and not subject to public disclosure. There is an exception to this confidentiality requirement for public officials who need the information for the administration or enforcement of a law. The public official must agree to maintain the confidentiality of the information obtained from the Agency.

The request from the public official must be made in writing on official letterhead. The request must identify the requester as a public official, must include a statement that the information requested is necessary for the administration or enforcement of a law, must list the specific purpose for which the information will be used, and must be signed. The requester must also sign an Agency confidentiality agreement.

**Data Sharing Agreements**

If the public official anticipates an ongoing need for access to Agency records, the Agency will prepare a contract to facilitate access. The contract can be for online access, off-line access, or both.

**Costs**

There is a charge for providing information maintained as part of the Unemployment Insurance program.

**Online Access**

Effective May 1, 2010, the charge for online access to the Agency unemployment compensation information (including wage records, unemployment compensation benefits information, and employer tax information) will be based on a yearly subscription fee. The yearly subscription fee will be determined by the number of users authorized in the contract to access information online. Payment of the yearly fee must be received by TWC by the due date listed in the contract. The yearly fee will cover basic online access charges for a twelve calendar month period starting on the beginning date listed in the contract. There will no longer be quarterly billing based on usage.

**Rate Schedule for online access to unemployment compensation information**

Number of Authorized Users	Annual Subscription Rate
1-10	\$1,500
11-25	\$2,000
26-50*	\$3,500
51-100*	\$6,000
100-500*	\$25,000
501-1,000*	\$50,000
1,001-2,000*	\$100,000
2,001-3,000*	\$150,000
Over 3,000*	\$200,000

If a contractor wants more than 25 users a year, it must submit a written justification explaining why more than 25 users is needed and must obtain written approval of the number by TWC.

# Ad Hoc and Scheduled Job Runs - Offline

## Rate Schedule for Batch runs of SSNs provided by requester against TWC wage records

- \$110.00 per 1500 SSNs submitted for datasets of over 1499
- \$85.00 for submitted datasets of between 600 and 1499 SSNs
- \$35.00 per 150 SSNs submitted for datasets smaller than 600 SSNs
- \$10.00 for the first SSN and \$2.00 for each additional SSN submitted to a maximum of \$34.00 for data sets less than 150 SSNs.

Datasets must be submitted in electronic format, on 3 ½" diskette or e-mail, as an ASCII text file containing only SSNs in ascending order.

## Rate Schedule for batch runs of Employer Tax Identification numbers (EINs) provided by requester against TWC employer quarterly reports

For Claims Benefits information and Employer Record matches performed by Agency staff, the charge is \$10.00 for first SSN or EIN and \$2.00 for each additional SSN or EIN, for each request submitted.

## Rates for Computer Usage and Staff Resources

Off-line access for special job runs other than those addressed above will be billed based on rate schedules developed by TWC applicable to the job runs.

For PEFs and PEBs, and NFAs with offline access) Attachment F

## OFFLINE REQUEST SPECIFICATIONS

1. Data elements to be submitted to TWC from DADS: SSN – Social Security Number
2. Data elements to be matched to data submitted by the requester:

Texas Workforce Commission (TWC) will link the DADS seed records to Unemployment Insurance Wage Records and Employer Master File resulting to include the following:

Social Security number

NAICS – North American Industry Classification System

Quarterly Wages

Employer Name

Employer Address

Employer ZIP

Employer Contact

Employer Telephone

Employer TWC Account Number

3. Rates for technology services and resources in connection with processing requests

Type of Units	Description of Unit	Rates <sup>1</sup> (\$)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75 <sup>2</sup>
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette	1.00
	Tape Media	3.00
	Rewritable CD (CD-RW)	1.00
POSTAGE	Actual cost of certified mail return receipt requested	

<sup>1</sup> The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

<sup>2</sup> If data recipient requests technology services, TWC will bill for services at these rates.

## Request a Contract

The contracting process begins with the submission of a contract information form. A copy of this form is attached.

If you have any questions, please feel free to contact the External Data Sharing Contracts Manager at 512-936-3296, or at one of the following:

- External Data Sharing Contracts Manager  
Texas Workforce Commission  
1117 Trinity St., Rm 104AT  
Austin, Texas 78701
- [RSMContracts@twc.state.tx.us](mailto:RSMContracts@twc.state.tx.us)
- fax: 512-936-0219

# TWC Data Exchange Request and Safeguard Plan

	CONTRACT BASICS	Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Ellis County & District Attorney
2.	Entity Tax ID#	1-7560009353
3.	Street Address – Line 1	109 S. Jackson St.
4.	Street Address – Line 2	
5.	City, State, Zip	Waxahachie, Texas 75165
6.	Is this a new request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement <input type="checkbox"/> There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Purpose for requesting information	<i>Check all that apply:</i> <input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
<b>DATA REQUEST DETAILS</b>		
9.	Information requested	<i>Check all that apply:</i> <input checked="" type="checkbox"/> wages reported by employers as earned per SSN per quarter (wage records ) [proof of income] <input checked="" type="checkbox"/> addresses of employers who reported wages by SSN <input checked="" type="checkbox"/> addresses of recipients of unemployment insurance benefits by SSN <input checked="" type="checkbox"/> unemployment insurance benefits paid by SSN [proof of income] <input checked="" type="checkbox"/> employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	<input checked="" type="checkbox"/> <b>Online access:</b> Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.)* <input type="checkbox"/> Specify other quantity

Volume/quantity of **ONLINE** users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested?

- under 10,000 annually  10,000-500,000 annually  
 over 500,000 annually

\* Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested.

N/A

**Offline records:** Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests:

- Nightly  Weekly  Bi-Weekly  Monthly  
 Quarterly  Annually  Other – specify:

Ad hoc request for non-scheduled requests. Attach specifications including data field names.

One-time request for large quantity of records. Attach specifications including data field names.

One-time request for one or few quantity of records. Submit request to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or fax request to 512-463-2990.

Volume/quantity of **OFFLINE** records requested

Per submission:

Estimated number of individual's in which sensitive personally identifiable information requested at any one time:

- 1- 1,499 in any one file transfer.  
 1500 to 9,999 in any one file transfer.  
 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required.  
 10,001 – 499,999 in any one file transfer.  
 500,000 or more in any one file transfer.

**De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.

11.	Volume/quantity of <b>OFFLINE</b> records requested N/A	Match of SSNs to wage records – work Volume Per submission: <input type="checkbox"/> under 150 SSNs/Tax IDs <input type="checkbox"/> 151 to 1500 SSNs/Tax IDs <input type="checkbox"/> Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
13.	Requested start date N/A	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
<b>SAFEGUARD REQUIREMENTS</b>		
14.	Please complete this safeguard section, items 15 through 21.	<input checked="" type="checkbox"/> We will only view screen information <input type="checkbox"/> We will use paper copies of screen prints <input type="checkbox"/> We will transfer information into paper records format

		<input type="checkbox"/> We will use electronic copies of screen prints (PDF) <input type="checkbox"/> We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under TAC 202 comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) comparable standards <input type="checkbox"/> IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 256-BIT AES encryption are minimum requirements.	<input type="checkbox"/> Encrypt with FIPS 140-2 or higher and <input checked="" type="checkbox"/> Encrypt at 256-BIT AES encryption or higher <input checked="" type="checkbox"/> Other: Please specify: All data is encrypted and password protected by certified users.
18.	When will data destruction occur?	<input checked="" type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify:
19.	Will the data you are requesting be disclosed to any other entity?	Specify No
20.	Describe how your organization assesses your security posture.	<input type="checkbox"/> Vulnerability testing <input type="checkbox"/> Penetration testing <input type="checkbox"/> Audits; specify frequency  <input checked="" type="checkbox"/> Other, If Other specify: Locked office area, approved only access, secure IT managed onsite.
21.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed  <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input checked="" type="checkbox"/> Periodic checks during employment
22.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify:
<b>CONTACTS</b>		
23.	Point of Contact Name (for daily matters)	Jeffrey Ward
24.	Point of Contact Title	Chief Investigator
25.	Point of Contact Phone	972-825-5035
26.	Point of Contact E-mail	<a href="mailto:jeffrey.ward@co.ellis.tx.us">jeffrey.ward@co.ellis.tx.us</a>
27.	Point of Contact Address	109 S. Jackson, Waxahachie, Texas 75165
28.	Alternate Point of Contact Name and Title	Patrick Wilson, Ellis County & District Attorney
29.	Alternate Point of Contact Phone	972-825-5035
30.	Alternate Point of Contact E-mail	<a href="mailto:patrick.wilson@co.ellis.tx.us">patrick.wilson@co.ellis.tx.us</a>

31.	Alternate Point of Contact Address	If different from Point of Contact N/A
32.	Signatory Name	Carol Bush
33.	Signatory Title	County Judge
34.	Signatory Phone Number	972-825-5011
35.	Signatory E-mail	county.judge@co.ellis.tx.us
36.	Signatory Address	If different from Point of Contact 101 W. Main St., Waxahachie, Texas 75165
37.	Data Technology Contact Name	Darin Jackson
38.	Data Technology Contact Phone	972-825-5035
39.	Data Technology Contact E-mail	darin.jackson@co.ellis.tx.us
40.	Invoice Recipient Name	Patrick Wilson
41.	Invoice Recipient Phone Number	972-825-5035
42.	Invoice Recipient Title	County and District Attorney
43.	Invoice Recipient E-mail	patrick.wilson@co.ellis.tx.us
44.	Invoice Recipient Address	If different from Point of Contact N/A

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory \_\_\_\_\_ Date \_\_\_\_\_  
The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact [RSMContracts@twc.state.tx.us](mailto:RSMContracts@twc.state.tx.us) , fax to [512-936-0219](tel:512-936-0219) or call [512-463-2422](tel:512-463-2422).

**STOP HERE if you are only seeking online access.**

**If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:**

**OFFLINE INFORMATION REQUEST SPECIFICATIONS**

(Describe in detail and be as specific as possible.)

Provide a reason for the request (e.g., statutory citation or rule number):

Is this a one-time or an ongoing request?

One-time     Ongoing

If ongoing, specify time duration and frequency of data exchange (e.g., Annual for the next three calendar years, Quarterly, Monthly):

If other specific data elements are requested, provide a data format.

Description of the request (If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.):

Costs for Offline Information:

Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	\$10 for the first SSN; \$2 for each additional SSN; maximum charge \$34

151-599	\$35 per 150 SSNs
600-1,499	\$85
1,500 or greater	\$110 per 1,500 SSNs

out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates <sup>1</sup> (\$)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75 <sup>2</sup>
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

<sup>1</sup> The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

**ELLIS COUNTY GOVERNMENT  
2017-2018 PAYROLL SCHEDULE**

PAY DATES		FOR PAY PERIOD	TIME ENTRY DUE**	
October	13	09/24-10/07/2017	October 6, 2017	10:00 AM
	27	10/08-10/21/2017	October 20, 2017	10:00 AM
November	9 *Thursday	10/22-11/04/2017	November 3, 2017	10:00 AM
	22 *Wednesday	11/05-11/18/2017	November 17, 2017	10:00 AM
December	8	11/19-12/02/2017	December 1, 2017	10:00 AM
	22	12/03-12/16/2017	December 15, 2017	10:00 AM
January	5	12/17-12/30/2017	December 29, 2017	10:00 AM
	19	12/31-01/13/2018	January 12, 2018	10:00 AM
February	2	01/14-01/27/2018	January 26, 2018	10:00 AM
	16	01/28-02/10/2018	February 9, 2018	10:00 AM
March	2	02/11-02/24/2018	February 23, 2018	10:00 AM
	16	02/25-03/10/2018	March 9, 2018	10:00 AM
	*** 29 *Thursday	03/11-03/24/2018	March 23, 2018	10:00 AM
April	13	03/25-04/07/2018	April 6, 2018	10:00 AM
	27	04/08-04/21/2018	April 20, 2018	10:00 AM
May	11	04/22-05/05/2018	May 4, 2018	10:00 AM
	25	05/06-05/19/2018	May 18, 2018	10:00 AM
June	8	05/20-06/02/2018	June 1, 2018	10:00 AM
	22	06/03-06/16/2018	June 15, 2018	10:00 AM
July	6	06/17-06/30/2018	June 29, 2018	10:00 AM
	20	07/01-07/14/2018	July 13, 2018	10:00 AM
August	3	07/15-07/28/2018	July 27, 2018	10:00 AM
	17	07/29-08/11/2018	August 10, 2018	10:00 AM
	*** 31	08/12-08/25/2018	August 24, 2018	10:00 AM
September	14	08/26-09/08/2018	September 7, 2018	10:00 AM
	28	09/09-09/22/2018	September 21, 2018	10:00 AM
October	12	09/23-10/06/2018	October 5, 2018	10:00 AM
	26	10/07-10/20/2018	October 19, 2018	10:00 AM

\* Please note change due to Thursday/Friday holidays.

\*\* Any department with employees working the weekends may turn in time entries no later than 9:00 a.m. on the Monday following the end of the pay period.

\*\*\* Third check of the month - no deductions other than federal withholding, social security tax, medicare tax and retirement.

Carol Bush, County Judge

Attest:

Cindy Polley, County Clerk

# Commissioners Court Dates

## Regular Sessions

### FY 2017-2018 Schedule

**Historic Ellis County Courthouse  
Commissioners Courtroom  
101 W. Main St., 2nd floor  
Waxahachie, TX 75165**

Date	Day	Time
October 10, 2017	Tuesday	2:00 p.m.
October 24, 2017	Tuesday	2:00 p.m.
November 14, 2017	Tuesday	2:00 p.m.
November 28, 2017	Tuesday	2:00 p.m.
<b>December 5, 2017</b>	<b>Tuesday</b>	<b>2:00 p.m.</b>
<b>December 19, 2017</b>	<b>Tuesday</b>	<b>2:00 p.m.</b>
January 9, 2018	Tuesday	2:00 p.m.
January 23, 2018	Tuesday	2:00 p.m.
February 13, 2018	Tuesday	2:00 p.m.
February 27, 2018	Tuesday	2:00 p.m.
March 13, 2018	Tuesday	2:00 p.m.
March 27, 2018	Tuesday	2:00 p.m.
April 10, 2018	Tuesday	2:00 p.m.
April 24, 2018	Tuesday	2:00 p.m.
May 8, 2018	Tuesday	2:00 p.m.
May 22, 2018	Tuesday	2:00 p.m.
June 12, 2018	Tuesday	2:00 p.m.
June 26, 2018	Tuesday	2:00 p.m.
July 10, 2018	Tuesday	2:00 p.m.
July 24, 2018	Tuesday	2:00 p.m.
August 14, 2018	Tuesday	2:00 p.m.
August 28, 2018	Tuesday	2:00 p.m.
September 11, 2018	Tuesday	2:00 p.m.
September 25, 2018	Tuesday	2:00 p.m.

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

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

New  
 Update

CLEAR FORM

**LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION**

\*\*\*This application must be updated and resubmitted within 30 days of any changes\*\*\*

Federal  State  Tribal Federal Agencies only (Parent Affiliate i.e. DOJ): \_\_\_\_\_

ZYTXXX DODAAC (Update Only): \_\_\_\_\_

AGENCY: Ellis County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 300 S Jackson St

CITY: Waxahachie

STATE: TX

ZIP: 75165

\*\*\*AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM\*\*\*  
 INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 85 PART-TIME: 5

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

\*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Bartley, Mitch	mitch.bartley@co.ellis.tx.us	972-825-4911
SCREENER/POC #2	Zurfas, Alex	alex.zurfas@co.ellis.tx.us	972-825-4921
SCREENER/POC #3	Hamilton, Chris	chris.hamilton@co.ellis.tx.us	972-825-4991
SCREENER/POC #4	Brown, Debra	debra.brown@co.ellis.tx.us	972-825-4972
WEAPON/POC	Hamilton, Chris	chris.hamilton@co.ellis.tx.us	972-825-4991
AIRCRAFT/POC	Edge, Charles	charles.edge@co.ellis.tx.us	972-825-4905
VEHICLE/POC	Hamilton, Chris	chris.hamilton@co.ellis.tx.us	972-825-4991

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

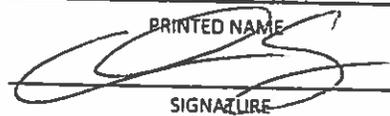
By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/  
 HEAD OF LOCAL AGENCY

Charles E. Edge, Sheriff

DATE: 09-14-17

PRINTED NAME



SIGNATURE

STATE COORDINATOR/SPOC:  
 (NOT REQUIRED FOR FEDERAL AGENCIES)

PRINTED NAME

DATE: \_\_\_\_\_

SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16



TEXAS LESO PROGRAM  
SUPPLEMENTAL DATA SHEET

Date: September 8, 2017

Agency Name: Ellis County Sheriff's Office

ORI (Originating Agency Identification) number: TX

*(Please enter same screeners in the order as listed on front page)*

Screener #1: Mitch Bartley / Chief Deputy  
NAME / TITLE

Screener #2: Alex Zurfas / Admin Captain  
NAME / TITLE

Screener #3: Chris Hamilton / Ops Captain  
NAME / TITLE

Screener #4: Debra Brown / Admin Asst  
NAME / TITLE

**STATE PLAN OF OPERATIONS**  
**BETWEEN THE STATE OF**  
**TEXAS**  
**AND THE**  
Ellis County Sheriff's Office

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Ellis County Sheriff's Office , to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

**III. GENERAL TERMS AND CONDITIONS**

**A. OPERATIONAL AUTHORITY**

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (LEA name) Ellis County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (LEA name) Ellis County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (LEA name) Ellis County Sheriff's Office must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

#### IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

## V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
  - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
    - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
    - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
  - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

## VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
  - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
  - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
  - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
  - a. The internal PCR will include, at minimum:
    - (1) A review of each selected LEAs LESO Program files.
    - (2) A review of the signed State Plan of Operation (SPO).
    - (3) A review of the LEA application and screener's letter.
    - (4) A physical inventory of the LESO Program property at each selected LEA.
    - (5) A specific review of each selected LEAs files for the following:  
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

## **VII. STATE PLAN OF OPERATION (SPO)**

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
  - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
  - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

## **VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY**

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

## **IX. AIRCRAFT AND SMALL ARMS**

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

## **X. RECORDS MANAGEMENT**

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

## **XI. LESO PROGRAM ANNUAL TRAINING**

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

## **XII. PROPERTY ALLOCATION**

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
  - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
  - b. HMMWVs: one (1) vehicle for every three (3) officers;
  - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

### **XIII. PROGRAM SUSPENSION & TERMINATION**

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
  - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
  - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

#### **XIV. COSTS & FEES**

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

## **XV. NOTICES**

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

## **XVI. ANTI-DISCRIMINATION**

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

## **XVII. INDEMNIFICATION CLAUSE**

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

