

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

NAME: Mark Arnold TITLE: County Extension Agent – Agriculture
COUNTY: Ellis MONTH: November 2017

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/1	Ennis/Waxahachie area; 4-H Major Show Entry	17		
11/3	Waxahachie-Belton; District 8 Holiday Classic	115		
11/4	Belton Area; District 8 Holiday Classic	16		
11/5	Belton-Waxahachie; District 8 Holiday Classic	110		
11/7	Waxahachie Area; Commissioner's Court Presentation	6		
11/8	Waxahachie area; Row Crop CEU Setup	17		
11/9	Waxahachie Area; Row Crop Program	12		
11/13	Waxahachie-Vernon-Waxahachie; District 3 Livestock Judging	415		
11/14	Waxahachie Area; Master Gardener Program	6		
11/18	Ennis-Waxahachie Area; 4-H Beef Project Workday	17		
11/20	Waxahachie-Dallas-Return; TCAAA Annual Industry Meeting	75		
11/21	Waxahachie Area; TDA Training/Beef Project Workday	22		
11/29	Waxahachie Area; Leadership Advisory Board Meeting	6		
		839		

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

Date: 12/5/17 Signed: Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 839

Selected major activities since last report

November 2017

- 11/1 Major Show Entry Night. Assisted 4-H Agent, members and parents in completion of the entry process for their livestock projects to be shown at the upcoming Fort Worth, San Angelo, San Antonio, Houston and Austin Livestock Shows.
- 11/3-5 District 8 Holiday Classic Livestock Show. Agent assisted other agents, volunteers and 4-H members, parents and leaders at the annual Education Achievement Event geared toward new and or beginning livestock families. Educational programs in cattle, sheep, goat and swine species are presented and an actual practice show for each species is held. Ellis County 4-H had about 38 4-H members participate.
- 11/9 Ellis County Row Crop CEU and Program Update meeting. 35 area row crop producers attended education program and received 3 TDA CEU's and related educational information.
- 11/14 Agent presented education training and program on GMO's to 75 Master Gardener Volunteers during their regular monthly meeting.
- 11/15 Ellis County Youth Expo Show Committee meeting to discuss and plan annual Educational Achievement Even. This year Ellis County Youth Expo is scheduled for March 25-31, 2018.
- 11/16-18 Agent assisted 5 4-H Swine Project families with project selection for the county and major shows at the annual Southwest Swine Classic Pig Sale at Duncan, Oklahoma.
- 11/20 Agent attended annual fall meeting of the TCAAA Annual Industry Committee at the State Fair of Texas grounds. Judges and other recommendations for the Texas Major Shows are made and submitted by the joint County Agent/Ag Science Teacher group. Agent serves as the Past Chairman of the committee.
- 11/21 Agent conducted training required for 4 are producers to take the exam required to become a Licensed Private Applicator through Texas Department of Agriculture.
- 11/29 Ellis County Office Staff conducted Leadership Advisory Board meeting with 6 Leadership Advisory Board members present. Identified Issues, Agent Plan of Work, Annual Meeting and Volunteer Recognition Event were reviewed and planned.

Educational Programming

Programs	7
Participants	163

Educational Contacts

Site Visits 4-H	14
Site Visits Ag	10
Telephone	48
MG/MN Telephone	25
Office Visits	68
E-Mails	2153
Newsletter/Letters	274
E-Gardening Newsletters	1574

Media Outreach:

Website hits	356
News Releases	4
Facebook posts	26
MG/MN new releases	8
MG/MN magazine	2

Major plans for next month

12/9-
12/15 County Sheep, Goat and Swine Validation Process. Various location.
12/12 District Agent In-Service Training
12/14 District 8 Farm and Ranch Seminar. Waxahachie
12/19 Texas Department of Agriculture License Training. Waxahachie
12/20 Ellis County Youth Expo Show Committee Meeting. Waxahachie.

Mark Arnold
Name
County Extension Agent - Agriculture
Title

Ellis
County
12/5/17
Date

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

NAME: Rita Hodges
 COUNTY: Ellis

TITLE: County Extension Agent - Family & Community Health
 MONTH: November 2017

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
11/1	Waxahachie (4-H Food Show Preparation, Senior Center, Better Living for Texans, Diabetes Conference preparation, 4-H)	31		
11/2	Waxahachie (4-H Food Show Preparation and Food Show, Ellis County Health Care Alliance, Better Living for Texans)	49		
11/3	Waxahachie (County Commissioner Kyle Butler, Senior Center, Better Living for Texans Program)	27		
11/13	Waxahachie (Diabetes Conference Preparation, Better Living for Texans, Master Wellness Volunteers, Conference with Regional Program Leader, Diabetes Program at Waxahachie Housing Authority)	35		
11/14	Waxahachie (Better Living for Texans, Diabetes Conference preparation, 4-H, Diabetes Coalition Meeting)	21		
11/15	Waxahachie (Diabetes Conference, Better Living for Texans, Senior Center)	33		
11/16	Red Oak, Waxahachie (Better Living for Texans, return items from Diabetes Conference, 4-H, Senior Center)	55		
11/17	Ennis, Waxahachie (Golden Circle, WIC, Better Living for Texans, 4-H)	61		
11/20	Waxahachie (Senior Center, Better Living for Texans, Master Wellness Volunteers)	12		
11/27	Waxahachie (Master Wellness Volunteers, Better Living for Texans, Diabetes Education, 4-H)	26		
11/28	Ennis, Waxahachie (Ennis Housing Authority, 4-H, Better Living for Texans, Diabetes Education)	61		
11/29	Ennis, Waxahachie (Leadership Advisory Board Meeting, Ennis Housing Authority, Better Living for Texans, 4-H Food Show preparation, Pat Wilborn, Martin Luther King Health Fair preparation)	67		
11/30	Waxahachie (Waxahachie Housing Authority, Better Living for Texans, 4-H Food Show Preparation, Diabetes Education)	16		

	Total	494	

Other expenses in field (list)

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

Date: December 1, 2017

Signed:

Rika M. Hodges

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 494**

Selected major activities since last report

November 2017

- 11/1 Ellis County Employees Healthy Lifestyle Newsletter; **650 sent**. Topic was “Food Safety”
- 11/2 Ellis County 4-H Food Show/Food Challenge; **45 attended**.
- 11/13 Diabetes Education at Waxahachie Housing Authority; **14 attended**. Information presented was on “Counting Carbohydrates.”
- 11/14 Better Living for Texans program-week 1 at Ennis Housing Authority; **13 attended**. Topic focused on “Food Safety.”
- 11/15 Diabetes Conference; **35 attended**. Topics included: What is Diabetes? Controlling Carbohydrates, Eye Care and Foods for the Holidays.
- 11/21 Better Living for Texans program-week 2 at Ennis Housing Authority; **12 attended**. Topic focused on “Nutrition.”
- 11/28 Better Living for Texans program-week 3 at Ennis Housing Authority; **12 attended**. Topic was “Saving \$ at the Grocery Store.”
- 11/29 Leadership Advisory Board Meeting; **9 attended**. The board reviewed plans/activities/programs for CEAs.
- 11/29 Diabetes Education at Ennis Housing Authority; **12 attended**. County Extension Agent answered questions on diabetes and spoke about counting carbohydrates.
- 11/29 District 4-H Food Show Preparation; **5 attended**; County Extension Agent worked with the youth on their Food Show presentations.

Educational Programming:

Programs	8
Participants	146

Educational Contacts:

Site Visits-FCS	18
Telephone	122
Office Visits	137
E-mails	435
Newsletters/Letters	1897

Media Outreach:

News Releases	4
Website	413
Facebook	63
Facebook hits	1260

Major Activities/Programs for Next Month:

12/4 Diabetes Education Program, Ennis
12/8 Meet with County Extension Agents-Program Planning
12/12 Better Living for Texans-week 4, Ennis
12/13 District Food Show/Food Challenge, Belton
12/19 Master Wellness Volunteer Meeting

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

12/1/17

Date

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH November 2017

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
11/1	District 8 Judges & Commissioner's Meeting, Waco	140		
11/3-4	Holiday Classic-Belton	230		
11/8	Meat Judging Workshop/Major show Turkey pick-up	320		
11/13	Lovefield (on the way to NAE4-HA Conference)	35		
Total		725		

Other expenses in field (list)

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

for the month shown. Date 11/29/2017 Signed: Megan Pau

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2017

Selected major activities since last report

Miles traveled: 725

- 11/1: Central District 8 Judges & Commissioner’s Conference, assist with registration & meal.
- 11/1: Major Show Entry Night
- 11/2: Ellis County 4-H Food Show/Food Challenge
 - 5 Food Show participants
 - 3 Food Challenge Teams
- 11/4-5: Holiday Classic, served as the Swine Committee Chair
- 11/6: Guest Speaker, Finley Junior High Careers Class-presented program over what I do as a CEA & what 4-H is and how to get involved. *82 students, 2 adults*
- 11/6: County Council/ALA-Presented program on Leadership *16 students, 6 adults*
- 11/7: DEA interpretation to Commissioner’s Court
- 11/7: Pettigrew Academy, *program on Marketing plans-20 students*
- 11/8: Meat Judging workshop, learned about the meats contest
- 11/8: Major show turkey pick-up
- 11/9: United Way Funding hearing
- 11/9: Rabbit Clinic, *55 in attendance*
- 11/12: Silver Spurs 4-H Club meeting, program on quiz bowls *17 students, 5 adults*
- 11/13-17: NAE4-HA Conference, Indianapolis, Indiana-Currently serve as the Texas Association President, represented Texas, received Achievement in Service Award
- 11/20: State Swine Validation
- 11/27: State Swine Validation (make-up) + Livestock Skill-a-Thon practice (*12 students, 3 adults*)
- 11/29: LAB meeting *6 adults*

Educational Contacts

Educational Programming:

Programs7
 Participants.....244

Educational Contacts:

Site Visits 4-H.....3
 Telephone.....56
 Office Visits.....195
 E-Mails.....465
 Newsletter/Letters.....465
 Faxes.....53

Media Outreach:

News Releases.....1
 Website hits.....924
 Social Media Contacts..... 35 posts on FB, 1377 follows (7,402 post reach), 34 on Instagram (309 follows) 34 on Twitter (128 follows)

Major plans for next month.

- TAE4-HA Winter Board Meeting
- 20/20 Visioning Committee meeting
- Livestock Coalition
- PAC Committee Pettigrew program
- District 8 Food Show/Food Challenge
- ECYE Validation
- Livestock Judging practice
- 4-H Christmas party



A3

FINANCIAL MEMO

SUBJECT: Ellis County CSCD Fiscal Year Ended 2017 Financials

MEETING DATE: Tuesday, December 19, 2017

DEPARTMENT: Auditors Department

CONTACT: Miykael Reeve, CGFO
County Auditor

FINANCIAL SUMMARY: The Financials for CSCD (Adult Probation) Board are included in your packets. The Financials are required by local government code sec 140.004. (d). The code states that we are required to submit a financial statement report before the 90 days after the end of the year. Attached is the report to comply with the code. Please let me know if you have any question of comments. These financial statements will be submitted to the external auditors and CSCD Department to be audited and may change. This is submitted for your information only. Final financial will be submitted upon completion of the audit.

ELLIS COUNTY CSCD

Balance Statement by Fund

August 31, 2017

FUND 007: ADULT PROBATION

Account Number	Account Name	Beginning Balance	CPTD Debit	CPTD Credit	CYTD Debit	CYTD Credit	Ending Balance
ASSETS							
007-0000-12000-00000-000	ACCOUNTS RECEIVABLE	\$ 0.00	\$ 113,517.36	\$ 0.00	\$ 113,517.36	\$ 0.00	\$ 113,517.36
007-0800-10102-00000-000	CASH - ADULT PROBATION	0.00	2,661,151.62	2,372,415.83	2,661,151.62	2,372,415.83	288,735.79
007-0800-10110-00000-000	CASH INVESTED	0.00	904,024.95	369,691.72	904,024.95	369,691.72	534,333.23
Total Assets		\$ 0.00	\$3,678,693.93	\$2,742,107.55	\$3,678,693.93	\$2,742,107.55	\$ 936,586.38
LIABILITIES							
007-0000-20205-00000-000	ACCOUNTS PAYABLE	\$(41,828.88)	\$ 844,587.87	\$ 904,362.20	\$ 844,587.87	\$ 904,362.20	\$ 17,945.45
007-0000-20210-00000-000	DUE TO OTHER GOV AGENCY	0.00	0.00	66,041.24	0.00	66,041.24	66,041.24
007-0000-20220-00000-000	PAYROLL PAYABLE	0.00	0.00	94,618.41	0.00	94,618.41	94,618.41
007-0000-20222-00000-000	WITHHOLDING TAX PAYABLE	10,666.52	131,559.89	120,893.37	131,559.89	120,893.37	0.00
007-0000-20223-00000-000	FICA TAX PAYABLE	11,919.42	173,466.54	162,068.22	173,466.54	162,068.22	521.10
007-0000-20224-00000-000	RETIREMENT PAYABLE	14,139.10	210,687.42	196,548.32	210,687.42	196,548.32	0.00
007-0000-20225-00000-000	INSURANCE PAYABLE	2,812.10	63,257.94	60,445.84	63,257.94	60,445.84	0.00
007-0000-20226-00000-000	CREDIT UNION PAYABLE	1,498.00	25,964.00	24,466.00	25,964.00	24,466.00	0.00
007-0000-20227-00000-000	CHILD SUPPORT PAYMENT	358.74	2,815.72	2,456.98	2,815.72	2,456.98	0.00
007-0000-20228-00000-000	IRS LEVY	0.00	2,201.28	2,201.28	2,201.28	2,201.28	0.00
007-0000-20231-00000-000	DEFERRED COMPENSATION	435.00	13,785.00	13,350.00	13,785.00	13,350.00	0.00
Total Liabilities		\$ 0.00	\$1,468,325.66	\$1,647,451.86	\$1,468,325.66	\$1,647,451.86	\$ 179,126.20
FUND EQUITY							

007-0000-30304-00000-000	ENCUMBRANCES	\$	0.00	\$	10,727.41	\$	10,727.41	\$	10,727.41	\$	10,727.41	\$	10,727.41	\$	0.00
007-0000-30305-00000-000	RESERVE FOR ENCUMBRANCES		0.00		10,727.41		10,727.41		10,727.41		10,727.41		10,727.41		0.00
007-0800-30301-00000-000	CURRENT FUND BALANCE		0.00		160,659.65		1,107,586.12		160,659.65		1,107,586.12		946,926.47		
Total Fund Equity		\$	0.00	\$	182,114.47	\$	1,129,040.94	\$	182,114.47	\$	1,129,040.94	\$	946,926.47	\$	
Total Liabilities and Fund Equity		\$	0.00	\$	1,650,440.13	\$	2,776,492.80	\$	1,650,440.13	\$	2,776,492.80	\$	1,126,052.67	\$	

FUND 045: SPECIALIZED CASELOAD PROG & IN

Account Number	Account Name	Beginning Balance	CPTD Debit	CPTD Credit	CYTD Debit	CYTD Credit	Ending Balance
ASSETS							
045-0945-10102-00000-000	CASH - ELLIS CO COMM CORRECTIONS	\$ 0.00	\$ 119,185.00	\$ 331,915.19	\$ 119,185.00	\$ 331,915.19	\$(212,730.19)
Total Assets		\$ 0.00	\$ 119,185.00	\$ 331,915.19	\$ 119,185.00	\$ 331,915.19	\$(212,730.19)
LIABILITIES							
045-0000-20205-00000-000	ACCOUNTS PAYABLE	\$ (5,963.41)	\$ 69,651.74	\$ 75,615.15	\$ 69,651.74	\$ 75,615.15	\$ 0.00
045-0000-20220-00000-000	PAYROLL PAYABLE	0.00	0.00	11,252.26	0.00	11,252.26	11,252.26
045-0000-20222-00000-000	WITHHOLDING TAX PAYABLE	1,345.51	11,562.57	10,217.06	11,562.57	10,217.06	0.00
045-0000-20223-00000-000	FICA TAX PAYABLE	1,860.62	21,911.44	20,057.92	21,911.44	20,057.92	7.10
045-0000-20224-00000-000	RETIREMENT PAYABLE	2,184.07	26,579.44	24,395.37	26,579.44	24,395.37	0.00
045-0000-20225-00000-000	INSURANCE PAYABLE	279.71	5,666.58	5,386.87	5,666.58	5,386.87	0.00
045-0000-20226-00000-000	CREDIT UNION PAYABLE	293.50	7,083.00	6,789.50	7,083.00	6,789.50	0.00
045-0000-20231-00000-000	DEFERRED COMPENSATION	0.00	1,850.00	1,850.00	1,850.00	1,850.00	0.00
Total Liabilities		\$ 0.00	\$ 144,304.77	\$ 155,564.13	\$ 144,304.77	\$ 155,564.13	\$ 11,259.36
FUND EQUITY							
045-0945-30301-00000-000	CURRENT FUND BALANCE	\$ 0.00	\$ 223,989.55	\$ 0.00	\$ 223,989.55	\$ 0.00	\$(223,989.55)

Total Fund Equity	\$	0.00	\$	223,989.55	\$	0.00	\$	223,989.55	\$	0.00	\$	(223,989.55)
Total Liabilities and Fund Equity	\$	0.00	\$	368,294.32	\$	155,564.13	\$	368,294.32	\$	155,564.13	\$	(212,730.19)

FUND 050: CIVIL SUPERVISION FEES

Account Number	Account Name	Beginning Balance	CPTD Debit	CPTD Credit	CYTD Debit	CYTD Credit	Ending Balance
ASSETS							
050-0950-10102-00000-000	CASH - CIVIL SUPERVISION FEES	\$ 0.00	\$ 29,191.81	\$ 45.00	\$ 29,191.81	\$ 45.00	\$ 29,146.81
Total Assets		\$ 0.00	\$ 29,191.81	\$ 45.00	\$ 29,191.81	\$ 45.00	\$ 29,146.81

LIABILITIES

050-0000-20205-00000-000	ACCOUNTS PAYABLE	\$ 0.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 0.00
Total Liabilities		\$ 0.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 0.00

FUND EQUITY

050-0950-30301-00000-000	CURRENT FUND BALANCE	\$ 0.00	\$ 0.00	\$ 15,101.92	\$ 0.00	\$ 15,101.92	\$ 15,101.92
Total Fund Equity		\$ 0.00	\$ 0.00	\$ 15,101.92	\$ 0.00	\$ 15,101.92	\$ 15,101.92
Total Liabilities and Fund Equity		\$ 0.00	\$ 45.00	\$ 15,146.92	\$ 45.00	\$ 15,146.92	\$ 15,101.92

FUND 098: PAYROLL CLEARING FUND

Account Number	Account Name	Beginning Balance	CPTD Debit	CPTD Credit	CYTD Debit	CYTD Credit	Ending Balance
ASSETS							
098-0998-10102-00000-000	CASH - PAYROLL CLEARING FUND	\$ 0.00	\$ 717,979.69	\$ 717,979.69	\$ 717,979.69	\$ 717,979.69	\$ 0.00
Total Assets		\$ 0.00	\$ 717,979.69	\$ 717,979.69	\$ 717,979.69	\$ 717,979.69	\$ 0.00

LIABILITIES

Total Liabilities

\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
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FUND EQUITY

Total Fund Equity

\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
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Total Liabilities and Fund Equity

\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	0.00
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ELLIS COUNTY CSCD

Income Statement by Fund

For the Period Ending August 31, 2017

FUND 007: ADULT PROBATION

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
REVENUES							
007-0800-40002-00000-000	INTEREST	\$ 900.00	\$ 3,000.00	\$ 6,778.18	\$ 6,778.18	\$ (3,778.18)	(125.94%)
007-0800-40003-00000-000	MISC REIMBURSEMENTS	0.00	0.00	94.82	94.82	(94.82)	0.00%
007-0800-40059-00000-000	STATE FUNDING	534,503.00	524,725.00	524,725.00	524,725.00	0.00	0.00%
007-0800-40604-00000-000	PROBATION FEES	1,280,138.00	1,280,138.00	1,439,349.96	1,439,349.96	(159,211.96)	(12.44%)
007-0800-40618-00000-000	COMPROLLER RESTITUTION FEE	0.00	0.00	2,066.60	2,066.60	(2,066.60)	0.00%
007-0800-40649-00000-000	FUND BALANCE CARRYOVER	500,000.00	860,810.00	0.00	0.00	860,810.00	100.00%
007-0800-40942-00000-000	SAFPF PAYMENTS	12,000.00	12,000.00	9,617.62	9,617.62	2,382.38	19.85%
007-0800-40943-00000-000	PAYMENTS BY PROGRAM PARTICIPANTS	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%
007-0800-40945-00000-000	INTERFUND TRANSFER	(7,450.00)	0.00	0.00	0.00	0.00	0.00%
Total Revenues		\$2,360,091.00	\$2,720,673.00	\$1,982,632.18	\$1,982,632.18	\$ 738,040.82	27.13%
EXPENDITURES							
007-0800-50502-	SALARIES	\$1,620,420.00	\$1,674,620.00	\$1,547,706.16	\$1,547,706.16	\$ 126,913.84	7.58%

007-0800-50819-00000-000	COMPUTER SERVICE	28,656.00	28,656.00	28,656.00	28,656.00	28,656.00	0.00	0.00%
007-0800-50822-00000-000	LEGAL FEES	0.00	95,000.00	19,400.50	19,400.50	75,599.50	75,599.50	79.58%
007-0800-50825-00000-000	EXTERNAL AUDIT	3,750.00	3,750.00	4,500.00	4,500.00	(750.00)	(750.00)	(20.00%)
007-0800-50835-00000-000	TRAINING/EDUCATION	12,000.00	12,000.00	6,642.15	6,642.15	5,357.85	5,357.85	44.65%
007-0800-50862-00000-000	FISCAL SERVICE FEE	4,010.00	3,836.00	0.00	0.00	3,836.00	3,836.00	100.00%
007-0800-50868-00000-000	CONTRACT SERVICES	46,000.00	50,000.00	39,032.38	39,032.38	10,967.62	10,967.62	21.94%
007-0800-50869-00000-000	PROFESSIONAL FEE	1,500.00	2,000.00	3,566.00	3,566.00	(1,566.00)	(1,566.00)	(78.30%)
007-0800-50884-00000-000	AUTO INSURANCE	4,400.00	4,400.00	0.00	0.00	4,400.00	4,400.00	100.00%
Total Expenditures		\$2,360,091.00	\$2,720,673.00	\$2,172,098.47	\$2,172,098.47	\$548,574.53	\$548,574.53	20.16%
Excess (Deficiency) of Revenues over Expenditures		\$ 0.00	\$ 0.00	\$(189,466.29)	\$(189,466.29)	\$189,466.29	\$189,466.29	0.00%

FUND 045: SPECIALIZED CASELOAD PROG & IN

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
REVENUES							
045-0945-40059-00000-000	STATE FUNDING	\$ 240,237.00	\$ 238,371.00	\$ 238,371.00	\$ 238,371.00	\$ 0.00	0.00%
045-0945-40860-00000-000	INTERFUND TRANSFER	7,450.00	0.00	0.00	0.00	0.00	0.00%
Total Revenues		\$ 247,687.00	\$ 238,371.00	\$ 238,371.00	\$ 238,371.00	\$ 0.00	0.00%

EXPENDITURES													
045-0945-50502-00000-000	SALARIES	\$ 208,280.00	\$ 199,660.00	\$ 199,660.00	\$ 199,660.00	\$ 199,660.00	\$ 0.00	\$ 0.00	0.00%				
045-0945-50505-00000-000	LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
045-0945-50553-00000-000	SOCIAL SECURITY	15,933.00	15,274.00	15,274.00	15,274.00	15,274.00	0.00	0.00	0.00%				
045-0945-50554-00000-000	RETIREMENT	22,432.00	21,503.00	21,503.00	21,503.00	21,503.00	0.00	0.00	0.00%				
045-0945-50556-00000-000	UNEMPLOYMENT	1,042.00	1,598.00	1,598.00	1,598.00	1,598.00	0.00	0.00	0.00%				
045-0945-50801-00000-000	SUPPLIES/OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%				
045-0945-50868-00000-000	CONTRACT SERVICES	0.00	336.00	336.00	336.00	336.00	0.00	0.00	0.00%				
Total Expenditures		\$ 247,687.00	\$ 238,371.00	\$ 238,371.00	\$ 238,371.00	\$ 238,371.00	\$ 0.00	\$ 0.00	0.00%				
Excess (Deficiency) of Revenues over Expenditures		\$ 0.00	\$ 0.00	\$ 0.00	0.00%								

FUND 050: CIVIL SUPERVISION FEES

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
REVENUES							
050-0950-40002-00000-000	INTEREST	\$ 0.00	\$ 0.00	\$ 65.89	\$ 65.89	\$ (65.89)	0.00%
050-0950-40984-00000-000	CIVIL SUPERVISION FEES (BONDS)	0.00	0.00	14,024.00	14,024.00	(14,024.00)	0.00%
Total Revenues		\$ 0.00	\$ 0.00	\$ 14,089.89	\$ 14,089.89	\$ (14,089.89)	0.00%
EXPENDITURES							

050-0950-50869-00000-000	PROFESSIONAL/CONTRACTED	\$	0.00	\$	0.00	\$	45.00	\$	45.00	\$	(45.00)	0.00%
Total Expenditures												
		\$	0.00	\$	0.00	\$	45.00	\$	45.00	\$	(45.00)	0.00%
Excess (Deficiency) of Revenues over Expenditures												
		\$	0.00	\$	0.00	\$	14,044.89	\$	14,044.89	\$	\$(14,044.89)	0.00%

FUND 098: PAYROLL CLEARING FUND

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
REVENUES							
Total Revenues		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
EXPENDITURES							
Total Expenditures		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
Excess (Deficiency) of Revenues over Expenditures							
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%



FINANCIAL MEMO

A4

SUBJECT: Ellis County Juvenile Fiscal Year Ended 2017 Financials

MEETING DATE: Tuesday, December 19, 2017

DEPARTMENT: Auditors Department

CONTACT: Miykael Reeve, CGFO
County Auditor

FINANCIAL SUMMARY: The Financials for Juvenile Board are included in your packets. The Financials are required by local government code sec 140.004. (d). The code states that we are required to submit a financial statement report before the 90 days after the end of the year. Attached is the report to comply with the code. Please let me know if you have any question of comments. These financial statements will be submitted to the external auditors and Texas Juvenile Justice Department to be audited and may change. This is submitted for your information only. Final financial will be submitted upon completion of the audit.



**ELLIS COUNTY, TEXAS
COMBINED STATE AND COUNTY FOR
JUVENILE PROBATION**

DEPT 0420: JUVENILE SERVICES

Account Name	ORIGINAL Grant Budget	REVISED Grant Budget	County Budget	CYTD Combined Budget	Y-T-D Expenditures	Available Budget	% left
EXPENDITURES							
COMMISSION BOARD SALARIES	0.00	0.00	69,288.00	69,288.00	69,287.76	0.24	0.00%
FULL TIME SALARIES			360,073.00	603,129.00	284,191.06	318,937.94	52.88%
FULL TIME SALARIES	243,056.00	243,056.00				0.00	
LONGEVITY	0.00	0.00	900.00	900.00	900.00	0.00	0.00%
HEALTH AND DENTAL INSURANCE	0.00	0.00	121,200.00	121,200.00	121,200.00	0.00	0.00%
SOCIAL SECURITY	0.00	0.00	51,440.00	51,440.00	40,328.18	11,111.82	21.60%
RETIREMENT	0.00	0.00	74,504.00	74,504.00	61,015.27	13,488.73	18.10%
TRAVEL REIMB	0.00	0.00	18,600.00	18,600.00	1,590.74	17,009.26	91.45%
TELEPHONE	0.00	0.00	9,300.00	9,300.00	10,043.42	-743.42	-7.99%
SUPPLIES	0.00	0.00	27,700.00	29,700.00	3,561.94	26,138.06	88.01%
EQUIPMENT	0.00	0.00	10,500.00	8,500.00	8,456.94	43.06	0.51%
GENERAL MISCELLANEOUS	0.00	0.00	10,873.00	10,873.00	398.86	10,474.14	96.33%
EDUCATION/TRAINING	0.00	0.00	10,300.00	10,300.00	8,708.46	1,591.54	15.45%
JUVENILE DETEN SERVICE	0.00	0.00	208,500.00	208,500.00	234,597.75	-26,097.75	-12.52%
AUDIT FEES	0.00	0.00	2,750.00	2,750.00	2,750.00	0.00	0.00%
MAINT/RPS EQUIP/COPIER	0.00	0.00	8,500.00	8,500.00	8,025.12	474.88	5.59%
JUVEN-PSYCHOLOGICALS	0.00	0.00	5,000.00	5,000.00	3,075.00	1,925.00	38.50%
JUVEN MEDICALS	0.00	0.00	12,000.00	12,000.00	6,060.93	5,939.07	49.49%
JUVEN RESIDENTIAL NON-SECURE	0.00	0.00	175,801.00	175,801.00	0.00	175,801.00	100.00%
TRANSPORT EXPENSE	0.00	0.00	2,500.00	2,500.00	259.25	2,240.75	89.63%
FLEET EXPENSES	0.00	0.00	10,200.00	10,200.00	6,530.51	3,669.49	35.98%
FACILITIES OPERATION	0.00	0.00	6,500.00	6,500.00	2,830.46	3,669.54	56.45%
DETENTION PROVISIONS	0.00	0.00	8,000.00	8,000.00	3,146.44	4,853.56	60.67%
SECURE RESIDENTIAL	0.00	0.00	207,500.00	207,500.00	172,687.70	34,812.30	16.78%
JUV.VOCATIONAL/EDUCATION	0.00	0.00	35,000.00	35,000.00	0.00	35,000.00	100.00%
SEX OFFENDER SERVICES	0.00	0.00	6,500.00	6,500.00	2,510.00	3,990.00	61.38%
SUBSTANCE ABUSE SERVICES	0.00	0.00	45,000.00	45,000.00	10,805.88	34,194.12	75.99%
INDIVIDUAL/FAMILY COUNSELING	0.00	0.00	5,012.00	5,012.00	2,040.00	2,972.00	59.30%
MENTAL HEALTH ASSESSMENTS	65,267.00	65,267.00	0.00	65,267.00	49,380.00	15,887.00	24.34%
post adj-non secure					0.00		
NON-SECURE EXT. CONTRACTS	150,000.00	150,000.00	0.00	150,000.00	139,303.78	10,696.22	7.13%
post adj-non secure					0.00		
SECURE EXTERNAL CONTRACTS	46,699.00	46,699.00	0.00	46,699.00	44,875.60	1,823.40	3.90%
post-adj secure					0.00		
COMM. BASED EXTERNAL CON.	134,601.00	73,182.00	0.00	73,182.00	73,182.00	0.00	0.00%
COMM. BASED SALARIES	0.00	61,419.00	0.00	61,419.00	61,419.00	0.00	0.00%
OTHER PROGRAMS & GROUPS	0.00	0.00	30,000.00	30,000.00	87.63	29,912.37	99.71%
Total for DEPT 0420: JUVENILE	639,623.00	639,623.00	1,533,441.00	2,173,064.00	\$ 1,433,249.68	739,814.32	34.04%

DEPT 0421: JUVENILE DETENTION HOLDOVER

DETENTION PERSONNEL			178,300.00	\$178,300.00	\$ 138,942.31	\$ 39,357.69	22.07%
HEALTH AND DENTAL INSURANCE			10,100.00	10,100.00	10,100.00	0.00	0.00%
SOCIAL SECURITY			13,640.00	13,640.00	10,549.75	3,090.25	22.66%
RETIREMENT			19,756.00	19,756.00	4,388.20	15,367.80	77.79%
Total for DEPT 0421: JUVENILE DETENTION HOLDOVER			221,796.00	221,796.00	\$ 163,980.26	57,815.74	26.07%

Grant \$ 150,000.00 - \$150,000.00 \$ 150,000.00 \$ - 0.00%

(Combines County of 10/1/16 through 09/30/2017 and State of 09/01/16 through 08/31/17. Please note that the State and County use different fiscal years so this report won't necessarily match what is reported electronically to the state as it is co-mingling two different fiscal years into a "hybrid" type report)

Miykael Reeve, CGFO
Ellis County Auditor

**ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT**

F1
RECEIVED

DEC 05 2017

ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-40008-00000-000	FM1-INTERLOCAL	\$24,135.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602- 50909 50807-00000-000	FM1-GEN MISC	\$23,000.00
009-0602-50914-00000-000	FM1-SIGNS	\$1,135.00


11/30/17
Road & Bridge Pct.1
 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 _____, 2017/2018

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

Approved by County Auditor's Office: DeVonde Spaullock

RECEIVED

DEC 08 2017

ELLIS COUNTY AUDITOR

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-40008-00000-000	FM1-INTERLOCAL	\$1,800.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM1-GEN MISC	\$1,800.00

[Handwritten Signature]

Signature of Department Head

Date Signed

Road & Bridge Pct.1

Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

County Judge

Commissioner Precinct #1

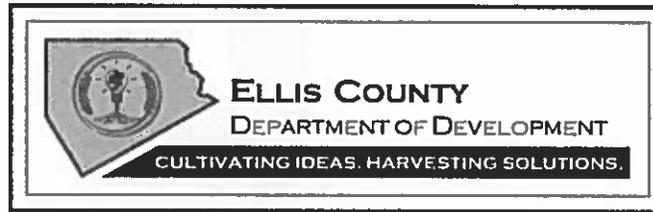
Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonda Spurlin
Needs court approval



AGENDA ITEM NO. SP 1

AGENDA CAPTION:

Consider and act on a request for a simplified plat of Hattersley's Subdivision, Section One. The property contains \pm 6.429 acres of land in the Jessie J. Mays Survey, Abstract No. 697; the William R. Herron Survey, Abstract No. 445; and the John Davenport Survey, Abstract No. 299. The property is located on the north side of Curry Street \pm 600 feet east of Bakers Branch Road, Waxahachie, Road & Bridge Precinct No. 3.

BACKGROUND INFORMATION:

Purpose:

The applicant, Warren Hattersley, is requesting approval of this simplified plat on this property for one (1) lot with \pm 6.429 acres of land. The remaining \pm 126 acres will not be platted at this time.

History:

There is no history related to this property.

Thoroughfare Plan:

Although there is a minor arterial shown on a small portion of the property, staff will not seek any additional dedication along Boz Road in anticipation of an update to the County's Thoroughfare Plan. Instead, a total right-of-way dedication of 30 feet on Curry Road from the center of the road is shown. This dedication will convert this portion of this road from prescriptive right-of-way to an official right-of-way dedication.

Utility Service:

Buena Vista -Bethel Special Utility District provides water service to this area. There is a 2" line along Curry Road. Hilco Electric Cooperative, Inc. provides electrical service.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Simplified Plat

ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, DECEMBER 19, 2017

SUBMITTED BY:

Lisa Yates
Subdivision Coordinator

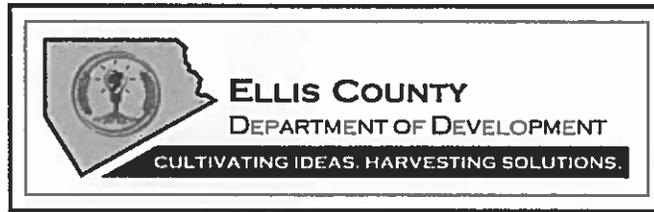
REVIEWED AND PRESENTED BY:



Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



 Subject Property



AGENDA ITEM NO. SP 2

AGENDA CAPTION:

Consider and act on a request for a simplified plat of Ciardo's Estate. The property contains ± 2.161 acres of land in the J. Armendaris Survey, Abstract No. 29. The property is located on the west side of Lone Oak Road ± 4,700 feet east of State Highway 34, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 2.

BACKGROUND INFORMATION:

Purpose:

The applicant, Jennie Ciardo, is requesting approval of this simplified plat on this property for one (1) lot with ± 2.161 acres of land. The remaining ± 27.77 acres will not be platted at this time.

History:

There is no history related to this property.

Thoroughfare Plan:

Although there are no thoroughfares adjacent to this property, this plat shows a total right-of-way dedication of 30 feet on Lone Oak Road from the center of the road. This dedication will convert this portion of this road from prescriptive right-of-way to an official right-of-way dedication.

Utility Service:

Rice Water is the water service to this area.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Simplified Plat

ELLIS COUNTY COMMISSIONERS' COURT

TUESDAY, DECEMBER 19, 2017

SUBMITTED BY:

Lisa Yates
Subdivision Coordinator

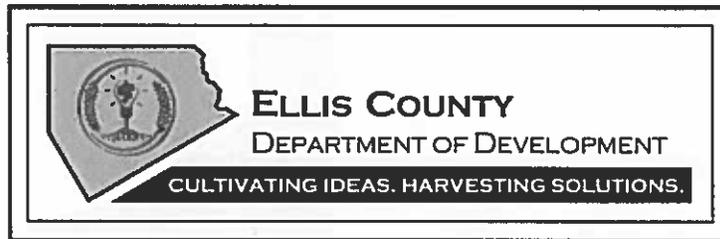
REVIEWED AND PRESENTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares", written over a light gray horizontal bar.

Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



 Subject Property



AGENDA ITEM NO. 1.1

AGENDA CAPTION:

Consider and act upon a request to grant a one-time variance from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow the property to be platted without meeting the minimum road frontage requirement. The property contains \pm 2.75 acres of land in an unrecorded subdivision known as part of Lot 7, Nod Hill Estates and located at 755 Saralvo Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.

BACKGROUND INFORMATION:

Purpose:

The applicant, Elmer Butler, is requesting a variance to Section VIII of the Rules and Regulations to allow a 2-lot simplified plat with the easternmost lot having 120 feet of road frontage along Saralvo Road. This variance will enable both lots to become legal lots of record and meet the minimum 1-acre requirement. Due to the existing conditions found on these two (2) properties, only one lot will be able to meet the road frontage requirements of 150 feet, and the other will fall 30 feet short.

History:

The property is located in an unrecorded subdivision called Nod Hill Estates. As this property is located in the City of Waxahachie ETJ, the simplified plat has to be approved by the City before any action can be taken by the County. If this variance is not approved, the simplified case will not proceed. No other history exists on this property.

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

Section VIII (A) reads as follows:

LOT AND STREET LAYOUT:

Lots on County or State roads must have a minimum of 150' of frontage from the front of the lot to the back of the lot. Lots facing another public street thoroughfare must comply with corresponding entity requirements.

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

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

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

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

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

Analysis:

This variance request meets all the criteria in Section XI (B) for granting this request.

RECOMMENDATION:

Staff recommends **approval** of this variance request, subject to the following condition:

- 1) A simplified plat meeting all other requirements shall be submitted for review.

ATTACHMENTS:

1. Location Map
2. Applicant's request

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, DECEMBER 19, 2017**

SUBMITTED BY:

Lisa Yates
Subdivision Coordinator

REVIEWED AND PRESENTED BY:

A handwritten signature in black ink that reads "Alberto Mares". The signature is written in a cursive style with a long horizontal stroke at the end.

Alberto Mares, AICP
Director
Ellis County Department of Development



Subject Property

ATTACHMENT NO. 2

11/30/2017

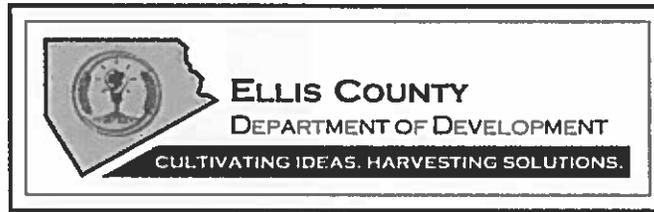
To: Ellis County Commissioners' Court

RE: Variance request

We will soon be making an application for a simplified plat convert the previous unplatted property into two (2) legal lots of record, but before making that application, we are requesting a variance from the 150-foot road frontage requirement as currently stated in the Subdivision Rules and Regulations. Due to the existing house located next door at 756 Saralvo Road, I am seeking a 30-foot variance (120 feet of road frontage) to allow both lots to meet the minimum one (1) acre requirement for septic as stated in Minute Order 315.02 adopted on August 13, 2002. I look forward to working with you. Should you have any questions, feel free to contact me at (cell)214-725-6412 or (home)972-937-4459.

Thank you,

Elmer & Bettie Butler
755 Saralvo Road
Midlothian, TX 76065



AGENDA ITEM NO. 1.2*

**denotes public hearing*

AGENDA CAPTION:

Consider and act on a request to change a portion of Grainery Road to Mamie Ham Road, including replacing street signs and readdressing all property owners and residents along this section of road. The proposed name change affects is approximately \pm 1,360 feet in length and is located near Grainery Road east of Interstate Highway 35 and west of Highway 77. This stretch of road is located in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No.3.

BACKGROUND INFORMATION:

Purpose:

The applicant, Billy Baty, is requesting to change a portion of Grainery Road to Mamie Ham Road to honor his family that used to farm that property.

History:

According to the applicant, his grandmother inherited the farm located along Grainery Road and has been in the Ham family for over 100 years. Also, the applicant's grandfather built the house on the property in 1917.

Legal Notifications:

This item was posted on the County's website on Friday, November 28, 2017. Up to four (4) tracts of land could be affected by this proposed street name. A total of four (4) property owners were notified of this proposed change. To date, staff has not received any letters showing support or opposition to this request.

Analysis:

The only concern staff has regarding this request is there will be four (4) name changes for the same road within a $\frac{3}{4}$ -mile stretch (Grainery Road / Mamie Ham Road west of Highway 77 and FM 55 and East Haven Road east of Highway 77). Based on the current aerials and ECAD information, only one (1) property owner may be affected by this proposed name and address change.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Location Map
2. Notice

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, DECEMBER 19, 2017**

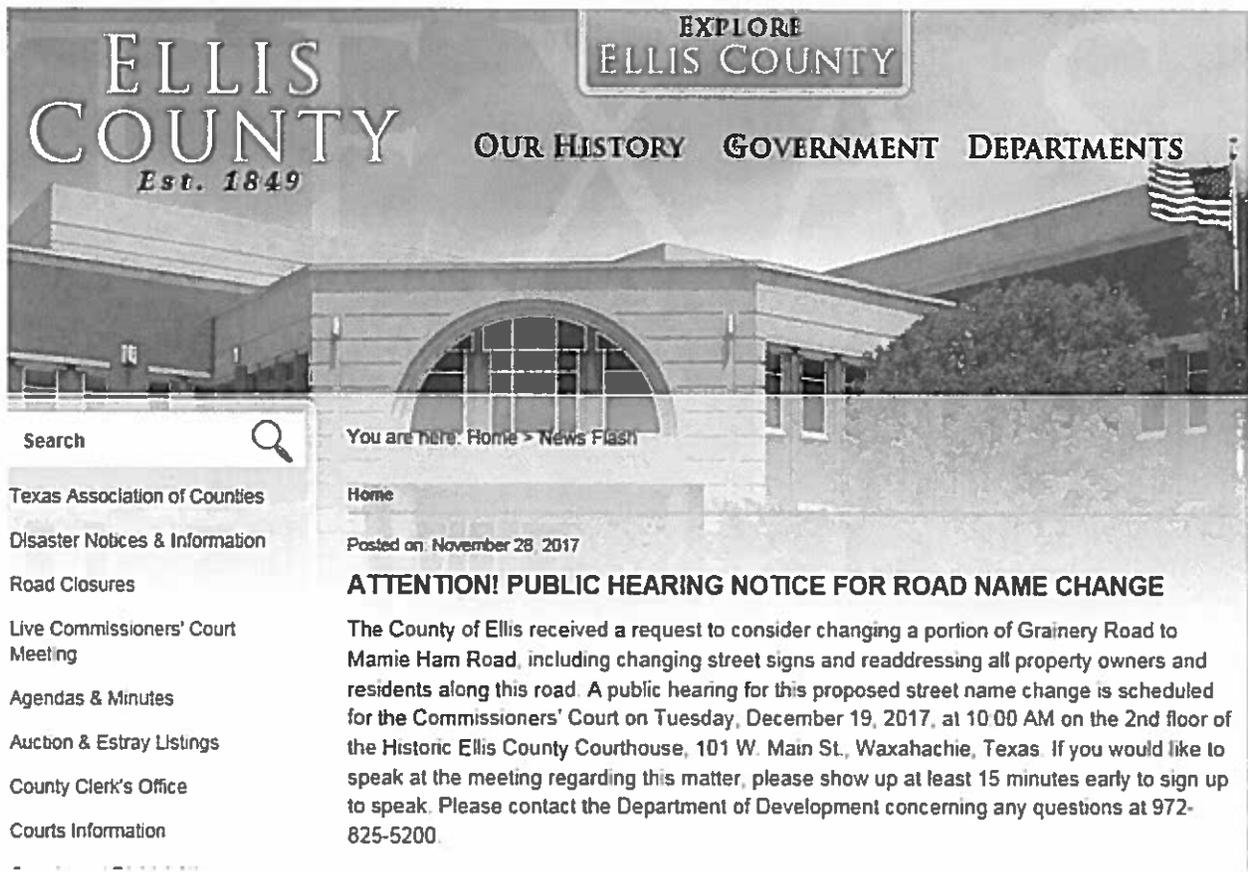
SUBMITTED BY:

Lisa Yates
Subdivision Coordinator

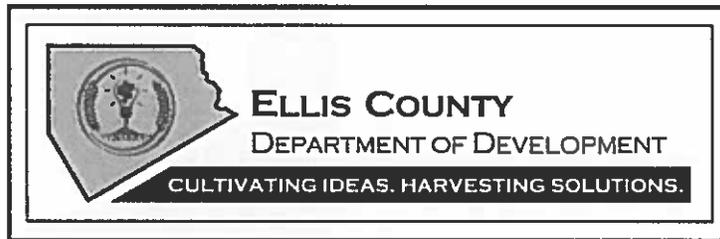
REVIEWED AND PRESENTED BY:



Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



The image is a screenshot of the Ellis County website. At the top, there is a banner with the text "EXPLORE ELLIS COUNTY" and "OUR HISTORY GOVERNMENT DEPARTMENTS". Below this, the main header features "ELLIS COUNTY Est. 1849" and a photograph of the historic Ellis County Courthouse with an American flag flying in front. A search bar is located on the left side of the page. Below the search bar is a navigation menu with the following items: Texas Association of Counties, Disaster Notices & Information, Road Closures, Live Commissioners' Court Meeting, Agendas & Minutes, Auction & Estray Listings, County Clerk's Office, and Courts Information. The main content area displays a breadcrumb trail: "You are here: Home > News Flash". Below the breadcrumb is a "Home" link and a date: "Posted on: November 28, 2017". The primary heading for the article is "ATTENTION! PUBLIC HEARING NOTICE FOR ROAD NAME CHANGE". The body text of the article reads: "The County of Ellis received a request to consider changing a portion of Grainery Road to Mamie Ham Road, including changing street signs and readdressing all property owners and residents along this road. A public hearing for this proposed street name change is scheduled for the Commissioners' Court on Tuesday, December 19, 2017, at 10:00 AM on the 2nd floor of the Historic Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas. If you would like to speak at the meeting regarding this matter, please show up at least 15 minutes early to sign up to speak. Please contact the Department of Development concerning any questions at 972-825-5200."



AGENDA ITEM NO. 1.3*

* denotes public hearing

AGENDA CAPTION:

Consider and act upon a request to amend the County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, Court Order Number 192.02, dated May 13, 2002, specifically amending Section 1 (General Information), Section 5 (General Requirements), and Section 8 (Subdivision Standards) and any other related articles, sections and paragraphs to modify the regulations on manufactured and mobile home communities, RV parks, and paving standards.

BACKGROUND INFORMATION:

Purpose:

In the past few months, staff has seen an increase in request for RV Parks, but the current regulations do not provide enough clarity on a variety of issues, including the type of material used for internal roads. Below are highlights of the proposed amendments:

- Combines the regulations of mobile/manufactured homes and RV Parks to provide better consistency and clarity.
- Provides a process to internally approve an alternative paving surface material for RV parks if certain conditions are met.
- Cleans up and provides other requirements for the Infrastructure Development Plan (IDP).
- Provides new definitions for manufactured home community, mobile home, mobile home park, RV park, and space.
- Other minor corrections.
- Effective date is January 1, 2018.

Legal Notifications:

Chapter 232 of the Texas Local Government Code requires a published notice be placed in a newspaper of general circulation at least fifteen (15) days before the public hearing date. Staff advertised this proposed amendment in the Sunday, November 29, 2017 and December 1, 2017 edition of the Waxahachie Daily Light, satisfying the legal notification requirement.

PROPOSED AMENDMENTS:

Key: Proposed New Language ~~Deleted language~~

1-F. (1) Manufactured/Mobile Home Rental Communities and Recreational Vehicle (RV) Parks.

A property developed as a manufactured/mobile home rental community or recreational vehicle parks ~~and not subdivided from another tract as defined in Section II of these Regulations is not subject to the subdivision regulations established herein. However, the owner intends to use the land for a manufactured home rental community must~~ shall have an Infrastructure Development Plan (IDP) prepared that complies with minimum infrastructure standards established in Section I-J of these Regulations. ~~A Manufactured Home Rental Community is a plot tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease for a term of less than 60 months without a purchase option, for the installation of manufactured homes for use and occupancy as residences.~~

1-I. INFRASTRUCTURE DEVELOPMENT PLAN.

An Infrastructure Development Plan (IDP) is required for all manufactured/mobile home rental communities or recreational vehicle (RV) parks developed after August 30, 1999 with an application submitted after January 1, 2018.

1. The development shall have a minimum of sixty (60) feet fronting an interior street or roadway, which has been previously dedicated to the public for the public's use and benefit as a street or roadway. Access roads to the individual ~~rental~~ spaces ~~must~~ shall be constructed and paved to a minimum width of ~~20~~ 24 feet (or the minimum width of a fire lane as stated in the most-recently adopted Fire Code) with five (5) inch thick concrete-paved surface, seven (7) inch thick crushed stone base, and, if located in clay or sandy soils, a ten (10) inch thick lime stabilized sub-grade.

a) An alternative paving surface may be considered for recreational vehicle (RV) parks only if the following items are met:

i) The internal streets within the boundaries of the park are considered private through a plat or business governing document or similar, maintained by a property owners association or similar in perpetuity, and the document (s) are filed with the Ellis County Clerk.

ii) Paving surface shall be limited to either asphalt, crushed concrete, or other material or combination of material approved by the County Engineer.

iii) Engineered drawings sealed by a registered professional engineer licensed in the state of Texas showing the alternative paved surface and underlying subgrade material can withstand a minimum weight load of at least 75,000 pounds.

iv) Engineered drawings shall be reviewed and approved by both the County Engineer and the Fire Marshal prior to the release of any permits.

2. No space may contain more than one (1) ~~single-family~~ residential unit. No common driveways shall be allowed. Each space shall have separate and individual access.
 3. A survey of the property shall be submitted to the Department of Development prior to the request by the owner or occupier of the lot for any permit and/or utility services.
 4. The owner shall submit a letter of application, signed by the owner that stipulates the intention of the owner; name, address, phone number of the owner; names of water and electricity providers; and name of wastewater provider or type and usage of onsite sewage facilities
- 1-J.** ~~The Manufactured Home Rental Community~~ Infrastructure Development Plan (IDP) shall show at minimum the following:
1. Only 18" x 24" sheets will be acceptable and at a maximum scale of 1"=200' (1"=100' preferred), or as approved by the Department of Development. An index on the first sheet is required when more than two sheets are required for the IDP.
 2. Names, locations, dimensions (bearings and distances), and layouts of existing and proposed streets, alleys, easements, and other public right-of-ways and public/private encumbrances (deed restrictions, etc.) on the property and any proposed street right-of-way, easement, alley park, or other public dedication.
 3. Dimensions bearings and distances, of the proposed ~~rental~~ spaces.
 4. Signatures and date of approval and certifications on the IDP. These approval signatures shall be not more than six (6) months prior to the submission. ~~Examples of the required acknowledgments and certifications are as contained in the exhibits attached hereto.~~
 5. Legal description, acreage, and name of the proposed development. The development's name shall not be spelled or pronounced similarly to the name of any existing development or subdivision located within the County.
 6. The boundary of the development indicated by a heavy line and described by bearings and distances.
 7. Scale, legend, north arrow, spot elevations on 100 feet or an appropriate grid, with two (2) foot contour lines. Alternate contour intervals may be submitted based on terrain, with approval from the Department of Development.
 8. Deed record, name of owner, volume and page number of adjoining properties.
 9. Dates of survey and preparation of IDP.
 10. Identification code, location, description, and elevation of the USGS or appropriate benchmark used in the survey.
 11. Front building setback lines. Back and side building setback lines by note.
 12. Location of any City's corporate limit line or extra territorial jurisdiction line.
 13. Vicinity map with streets, ditches, and general drainage flow directions to the ultimate outfall, city limits and ETJ's, and other major land features.

14. Net area (gross area less easements) of ~~rental~~ spaces to the nearest 1/100 of an acre for lots using On Site Sewage Facilities and/or well water.
15. Limits of flood hazard areas as defined by the appropriate FEMA FIRM panel and the proposed finished floor elevation of buildings within these flood hazard areas on each space.
16. A certification by a Surveyor or Engineer describing any area of the Development that is in a Flood plain or stating that no area is in a Flood plain, as delineated by the appropriate FEMA FIRM panel and date.
17. A surveyor's signature and seal on the IDP for certification.
18. The description of the water and sewer facilities, electricity and gas utilities, and roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to serve the Development and a statement of the date by which the facilities will be fully operable, prepared by an Engineer (may be included in an attached document). A certification must be included that the water and sewer facilities described by the IDF, or document attached to the IDP, are in compliance with these Regulations.
19. Approvals by other regulatory and governing bodies, as required.
20. Any other requirements not listed above that may be essential to the review of the development upon further evaluation.

1-K. The IDP submittal shall also include the following documents:

1. Letters signed and dated from water, wastewater, (if applicable) electric utilities, ~~and~~ telephone of a service commitment to the project, and other applicable utilities necessary to service the development.
2. A tax certificate showing that all taxes currently due with respect to the original tract, have been paid, in accordance with Section XII of these rules.
3. Results of soil analysis certified by a qualified Registered P.E. or ~~Registered Sanitarian~~ Site Evaluator for on-site sewage facilities (OSSF).
4. Engineering Design Construction plans for roadway access to each ~~rental~~ space for fire and emergency vehicles.
5. Drainage design plans to ensure adequate drainage off of the ~~rental~~ spaces to drainage channels and out to the ~~Department~~ development, including the design of drainage structures, culverts, and/or systems using a 100- year storm frequency, such that the drainage out of the Development does not have a negative drainage impact on neighboring properties. If additional right-of-way (ROW) is required for existing County road drainage and access as determined by the Department of Development to achieve a 60-foot wide right-of-way or to meet requirements of the Ellis County Thoroughfare Plan and the owner shall dedicate these rights of way to the County.

1-L. INSPECTION OF IMPROVEMENTS.

Construction of a proposed manufactured/mobile home ~~rental~~ community or recreational vehicle park may not begin before the date the Department of Development approves the IDP. Periodic inspection of improvements may be required, as directed by the Department of Development ~~directs that final inspection is required, it must~~ shall be completed not later than

the second business day after the date the County Engineer received a written confirmation from the owner that the construction of the infrastructure is complete. If the inspector determines that the infrastructure improvements comply with the IDP, then the Department of Development shall issue a Certificate of Compliance not later than the fifth business day after the date the Department of Development receives written confirmation from the owner that the infrastructure has been completed and in compliance with the IDP.

1-M UTILITIES.

A utility company may not provide ~~utility~~ services, including water, sewer, gas, and electric services, to a manufactured/~~mobile home rental~~ community or recreational vehicle park subject to an IDP or to a residential unit in the community unless the owner provides the utility company with a copy of the Certified of Compliance issued by the Department of Development. This requirement applies to:

1. A municipality that provides utility services;
2. A municipally owned or municipally operated utility that provides utility services;
3. A public utility that provides utility services;
4. A nonprofit water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides utility services;
5. A County that provides utility services; and
6. A special district or authority created by state law that provides utility services.

1-N TIMELY APPROVAL OF INFRASTRUCTURE DEVELOPMENT PLANS.

Not later than the 60th day after the date the owner of a proposed manufactured/~~mobile home rental~~ community or recreational vehicle park submits an infrastructure development plan for approval the Department of Development shall approve or reject the plan in writing. If the plan is rejected, the written rejection must specify the reasons for the rejection and actions required for approval for the plan. The failure to reject a plan within the period prescribed herein constitutes approval of the plan.

1-S TRAFFIC IMPACT STUDY.

For manufactured/~~mobile home rental~~ communities or recreational vehicle parks with at least of 100 spaces or greater or a single-family subdivision with more than 50 lots, or any other nonresidential use that staff may generate a substantial increase in traffic, the Engineering Report may, at the request of the Department of Development, be required to include a Traffic Impact Study in accordance with the requirements of the Ellis County Thoroughfare Plan to assess the effects of additional traffic on the existing and proposed transportation system.

1-W DEFINITIONS

MANUFACTURED HOME COMMUNITY: A plot or tract of land separated into two (2) or more spaces or lots that are rented, leased, or offered for rent or lease for a term not to exceed 60 consecutive months on the same tract of land without a purchase option, for the installation of manufactured homes for use and occupancy as residences.

MOBILE HOME: A transportable structure built on a permanent chassis designed to be used as a year-round single-family occupancy with or without a permanent foundation and having the required utility services (electrical, water, sewage, etc.) similar to those of a conventional dwelling.

MOBILE HOME PARK: Any area or tract of land under one ownership with required improvements and utilities designed for the long-term parking of other type of installation of at least two (2) or more mobile homes on site/spaces or lots that are rented, leased, or offered for rent or lease, including all improvement, buildings, and structures which may include recreational areas or other facilities for the use of residents of such developments.

RECREATIONAL VEHICLE PARK: A lot or parcel of land used primarily as a rental community in which two (2) or more recreational vehicle sites/spaces are located, established or maintained for occupancy, usually for a fee, by recreational vehicles of the general public as living quarters or vacation purposes on a short-term basis not to exceed ninety (90) days.

SPACE (relating to manufactured/mobile homes or recreational vehicle (RV) parks): A plot of ground designated or used within a manufactured home community, mobile home park, or recreational vehicle (RV) park for the accommodation, occupancy and exclusive use of one (1) mobile home, manufactured home, or recreational vehicle (RV) park.

5-F CONSTRUCTION:

All installations and work ~~in any subdivision~~ must be approved by the Department of Development and the Commissioner of the precinct where the subdivision is located. All work shall be constructed and finished in accordance with good engineering practices. All development construction shall conform to the requirements of the National Flood Insurance Program as administered by Ellis County. No construction on any lot, or movement of manufactured homes onto a site, may begin until the final plat is filed and the subdivision is accepted by the County Commissioners' Court, and floodplain permit, on-site sewage facility Authorization to Construct (ATF) permit, and culvert sizing has been issued to the property owner.

8-F MANUFACTURED HOMES AND PARK REGULATIONS

1. General.

All manufactured/mobile homes ~~to be~~ placed in areas of special flood hazard, as indicated on Ellis County's Flood Insurance Rate Map (FIRM), i.e., land in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year, shall be installed using methods and practices which minimize flood damage in accordance with Ellis County's Certification and Flood Damage Prevention Order, authorized by 44 CFR Section 60.3(d). Such manufactured/mobile homes ~~must~~ shall be elevated and anchored to resist flotation, collapse, or lateral movement.

Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State anchoring requirements for resisting wind forces (Article 5221f, Texas Manufactured Housing Standards Act, as amended).

2. Manufactured/Mobile Home Parks.

The purpose of this subsection is to achieve orderly development of manufactured/mobile home parks, to promote and develop the use of land to assure the best possible community environment and to protect and promote the health, safety, and general welfare of the residents of Ellis County.

Lots in a manufactured/mobile home park shall front on a street with not less than a sixty (60) foot width right-of-way. Manufactured/Mobile Home Parks served with a public water system, and public sewage disposal system shall have an average density of not more than four lots per acre in size with a minimum frontage of seventy-five (75) feet. The County will withhold all permits for manufactured/mobile home parks until the MANUFACTURED/MOBILE HOME PARK PLAN has been approved in the manner prescribed by these regulations. The requirements for a manufactured/mobile home park plan are as follows:

- a. Each applicant seeking approval of a manufactured/mobile home park shall submit to the Department of Development seven (7) blue or black-lined copies of a manufactured/mobile home park plan as outlined in paragraph (d) below.
- b. Upon receipt of a manufactured/mobile home park plan, the Department of Development shall make copies available to the County Commissioners. The County Commissioners' shall submit their comments and recommendations for approval or disapproval in writing back to the Department of Development within thirty (30) days of receipt of the plan.
- c. When plans for the manufactured/mobile home park are completed in accordance with these rules and County Commissioner comments, the Department of Development shall submit the plan with his recommendation and comments received from the County Commissioners to the County Commissioners' Court for consideration. The Commissioners' Court may approve the plan as submitted, amend, and approve the plan as amended, or disapprove the plan.
- d. The manufactured/mobile home park plan shall be drawn to a scale not to exceed one hundred (100) to one (1) (1"=100'). Where more than one sheet is necessary to accommodate the entire area to be developed, an index sheet showing the entire park at the appropriate scale shall be attached to the plan.
- e. The plan to be submitted for a manufactured/mobile park shall include the same ~~data~~ requirements as outlined by these regulations for ~~subdivisions~~ plats and development standards and shall include proposed 9-1-1 addresses as provided by the County.
- f. An owner's certificate in the following form shall be shown on the plan:
STATE OF TEXAS
COUNTY OF ELLIS

I hereby certify that this plan is true and correct and if approved by the County Commissioners' Court, all development will be in accordance with this plan, and no alterations will be made in the plan after approval.

Owner or Authorized Agent

ATTACHMENTS:

1. Legal Advertisement

RECOMMENDATION:

Staff recommends approval of this request, as presented.

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, DECEMBER 19, 2017**

SUBMITTED AND PRESENTED BY:



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

Legal Notices

To be published 2 times in The Waxahachie Daily Light, Wednesday, November 29, and Friday, December 1, 2017.

ATTENTION!

PUBLIC HEARING NOTICE

The County of Ellis will conduct a public hearing to consider and act upon a request to amend the County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, Court Order Number 182 02, dated May 13, 2002, specifically Section 1 (General Information), Section 5 (General Requirements), and Section 8 (Subdivision Standards) and any other related articles, sections and paragraphs to modify the regulations on manufactured and mobile home communities, RV parks, and paving standards. A public hearing for this proposed amendment is scheduled for the Commissioners' Court on Tuesday, December 19, 2017, at 10:00 AM on the 2nd Floor of the Historic Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas. Please contact the Department of Development concerning any questions at 972-825-5200. If you would like to speak at the meeting regarding this matter, please show up at least 15 minutes early to sign up to speak.



AGENDA ITEM NO. 2.1

AGENDA CAPTION:

Consider and act upon a request a recommendation from the Thoroughfare Plan Selection Committee to select Freese & Nichols, Inc. as the preferred consultant for the update to the Ellis County Long Range Thoroughfare Plan Review and Update and enter into exclusive negotiations to determine a final contact and cost.

BACKGROUND INFORMATION:

At its August 22, 2017 meeting, the Commissioners' Court approved a request to release the Request for Proposal (RFP) for the update to the current Thoroughfare Plan, pending legal review. After completion of that legal review, the RFP was released to the public on September 28, 2017 with a posted submittal deadline set for October 20, 2017 at 2:00 PM.

Two (2) public notices were placed and published in the Waxahachie Daily Light on October 4, 2017 and October 11, 2017. It was also posted on the County's website and an online RFP distribution site.

After that submission period, the County received proposals from two (2) very qualified and reputable firms: Freese & Nichols and Kimley Horn.

Shortly after the submittal period ended, an internal group of County staff were chosen to form the Selection Committee that would make a recommendation to the County Commissioners. The members of the Selection Committee are listed below:

- Sara Garcia, Special Projects Director
- Danny Huskins, Construction & Hydrology Inspector
- Joseph Jackson, Assistant County Engineer
- Ted Kantor, County Engineer
- Alberto Mares, Director of Planning & Development
- Jodi Platt, Purchasing Manager
- Kevin Prince, Construction Inspector
- Miykael Reeve, County Auditor
- Lisa Yates, Subdivision Coordinator

Members of the Selection Committee reviewed each proposal separately and individually before meeting collectively as a group to discuss them. On November 8, 2017, the Selection Committee scheduled interviews with each firms. Each firm made a formal presentation and answered questions from the Selection Committee. Each interview lasted approximately 60 minutes.

After the interviews, the Selection Committee met several times to discuss each proposal, firm, interview, presentation and answer to questions to determine which firm best represented the best fit for the County to undertake this update. In addition, a weighted scoring matrix was used to quantifiably measure each proposal using different criteria with the understanding that highest score may not necessarily be awarded the project.

RECOMMENDATION:

Both firms are uniquely qualified and have the experience to undertake this project. However, after much deliberation and vetting each consultant firm thoroughly, the Selection Committee recommends Freese & Nichols to lead the Ellis County Long-Range Thoroughfare Plan Review and Update based on some of the factors listed below:

- The depth of experience and familiarity of working with other county governments in the North Central Texas Region.
- Successful adoptions and implementation of other thoroughfare plans within many of the larger cities in Ellis County.
- Unique approach for public participation and engagement.
- Vast knowledge and experience in converting a Thoroughfare Plan into a potential future bond program, should the County decide to go down this path in the future.

If selected, staff will enter into exclusive negotiations with Freese & Nichols to establish the final scope of work, establish cost of services, produce a firm schedule, etc. to form a final contract. Once that contract is drawn up and satisfies the Selection Committee and the County Attorney, staff will bring that contract for action before the Commissioners' Court.

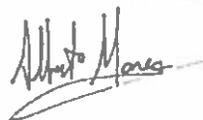
ATTACHMENTS:

1. Freese and Nichols RFP Proposal (Delivered under separate cover due to the large size of the document)
2. Sample of the Scoring Matrix

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, DECEMBER 19, 2017**

SUBMITTED AND PRESENTED BY:

Jodi Platt
Purchasing Manager
Ellis County



Alberto Mares, AICP
Director of Planning & Development
Ellis County

**DELIVERED UNDER SEPARATE COVER DUE
TO THE LARGE SIZE OF THE DOCUMENT**

ELLIS COUNTY			
Thoroughfare Plan Update			
Request for Proposals			
RFP Number 2017-04			
Company Name: _____			
PRE-REVIEW			
Score	Weight	Weighted Score	
1	Completeness of Packet		
2	Presentation of Packet		
3	Past Work with Ellis County		
4	Previous Work with Other Government Agency		
5	Familiarity of Working with County Government		
SUB-TOTAL		0	10%
CONTENT REVIEW			
Score	Weight	Weighted Score	
1	Firm Reputation and Experience		
2	Previous Thoroughfare Planning Experience		
3	Successful Adoption and Implementation of Previous Thoroughfare Plans		
4	Credential and Experience of Personnel		
5	Proposed Methodology		
6	Proposed Public Participation Approach		
7	Proposed Integration of Technology		
8	Proposed Cost/Budget		
9	Proposed Schedule/Timeline		
10	Perceived Ability to Perform		
SUB-TOTAL		0	45%
INTERVIEW			
Score	Weight	Weighted Score	
1	Overall Presentation		
2	Ability to Meet Schedules and Deadlines		
3	Availability of Key Personnel		
4	Questions and Answers		
5	Other Intangibles		
SUB-TOTAL		0	45%
GRAND TOTAL			0
Reviewed by: _____			
Date: _____			

Scoring of 1 – 10 will be used for each criteria with 1 being the lowest score and 10 being the highest score. The total of that category will be multiplied by its weight to achieve a weighted score. At the end, all the weighted scores will be added to provide an overall grand score. The highest score may not necessarily be the winning bid.

ESTIMATE WORKSHEET FOR ITEMS THAT ARE NOT OUT FOR BID

VENDORS CONTACTED

Name: _____ Telephone #: _____
 Vendor #1 Stevne Trailer - 972-938-7750 Vendor #3 _____
 Vendor #2 Clay's e-5 Trailer - 972-875-1095 Vendor #4 _____

Name: _____ Telephone #: _____

Item #	Description	Vendor #1	Vendor #2	Vendor #3	Vendor #4
Item #1	76"X12' Tuckden Trailer 4' railsides	\$ 1375.00	\$ 1625.00		
Item #2					
Item #3					
Item #4					
Item #5					
Item #6					
Item #7					
TOTAL					

Date of Contact: 12/6/17

Initials: gq

Gary Sheridan

From: Mike Palmer <cmtrl1995@aol.com>
Sent: Tuesday, December 05, 2017 10:56 AM
To: gary.sheridan@co.ellis.tx.us
Subject: Re: Trailers (2) for Ellis County Pct#3 Road and Bridge

angel top 850.00
open rails add 100.00
or expanded metal on sides add 500.00
4 ft exp metal gate add 150.00
new tires add 220.00 for 4 new tires

—Original Message—

From: Gary Sheridan <gary.sheridan@co.ellis.tx.us>
To: cmtrl1995 <cmtrl1995@aol.com>
Sent: Tue, Dec 5, 2017 10:44 am
Subject: Trailers (2) for Ellis County Pct#3 Road and Bridge

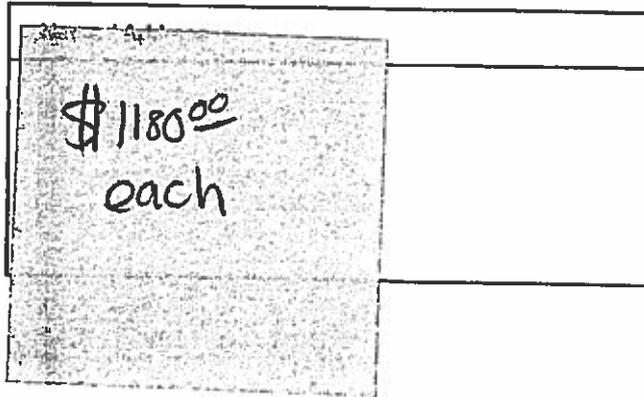
Please send me a quote for two 76x12' tandem axle trailers with four foot side rails or tail gate. Thanks Gary

Streme Trailer Manufacturing, Inc.

3838 South Highway 287
Waxahachie, TX 75165

Quote

Date	Quote #
12/4/2017	4738



Rep	Project

Description	Qty	Total
12' TANDEM W/ NEW TIRES Texas Sales Tax	2	2,360.00 0.00
Total		\$2,360.00

document solutions

Share ↗ Simplify ↗ Support

Solution Summary

Ellis County R&B Pct 2



Xerox AltaLink C8030H

30 ppm Color - Copier/Printer/Scanner

48 Month Lease Combined Costs:

\$154.44 per Month

Service and Supplies:

Includes:

20,000 B&W / 0 Color

\$0.0050 B&W per copy

\$0.0506 Color per copy

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



JOHN DEERE



2.8

Austin
TURF & TRACTOR

Quote Id: 16453633

Prepared For:
Ellis County

Prepared By: Ben Davis

Austin Turf & Tractor
2098 Valley View Lane
Farmers Branch, TX 75234

Tel: 214-630-3300

Fax: 214-630-3366

Email: ben.davis@austinturf.com

Date: 29 November 2017

Offer Expires: 30 November 2017

Confidential



Austin
TURF & TRACTOR

Quote Summary

Prepared For:
Ellis County
TX

Prepared By:
Ben Davis
Austin Turf & Tractor
2098 Valley View Lane
Farmers Branch, TX 75234
Phone: 214-630-3300
ben.davis@austinturf.com

Quote Id: 16453633
Created On: 29 November 2017
Last Modified On: 11 December 2017
Expiration Date: 30 November 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
PJ T7 24' x 8" Channel Tilt	\$ 9,931.75	\$ 9,850.00 X	1 =	\$ 9,850.00

Equipment Total **\$ 9,850.00**

Trade In Summary	Qty	Each	Extended
JOHN DEERE GT80 TINED GRAPPLE	1	\$ 3,674.40	\$ 3,674.40
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,674.40

Trade In Total **\$ 3,674.40**

Quote Summary	
Equipment Total	\$ 9,850.00
Trade In	\$ (3,674.40)
SubTotal	\$ 6,175.60
Est. Service Agreement Tax	\$ 0.00
Total	\$ 6,175.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 6,175.60

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment



Austin
TURF & TRACTOR

Quote Id: 16453633

PJ T7 24' x 8" Channel Tilt

Hours: 0

Suggested List

Stock Number:

\$ 9,931.75

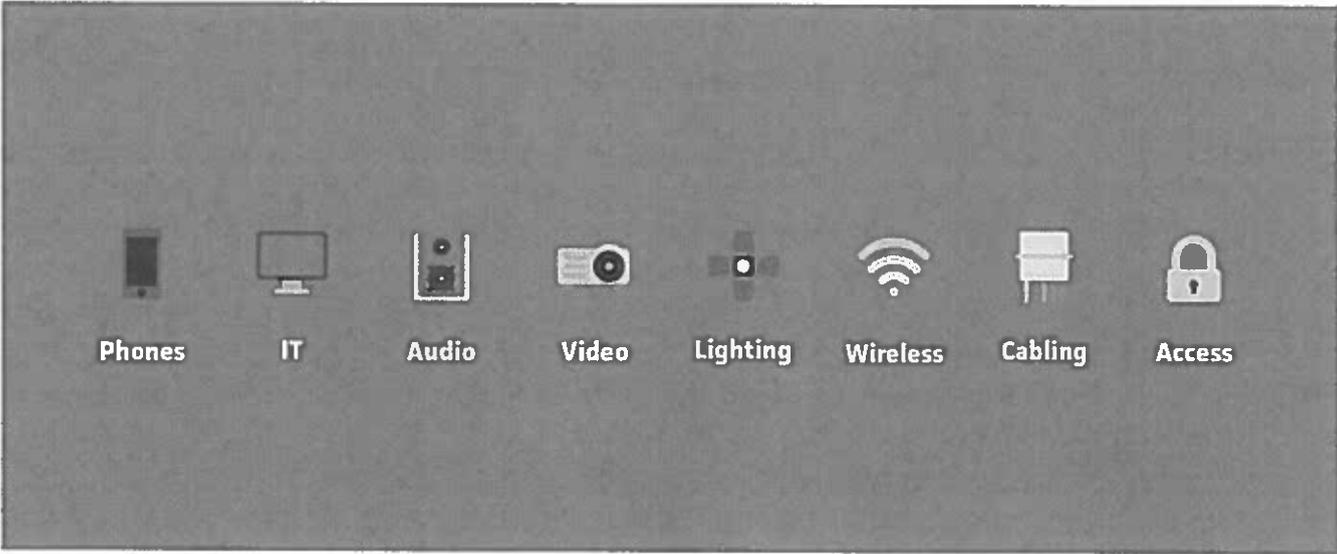
Code	Description	Qty
T7	PJ 24 'x 8" Channel Tilt	1
Dealer Attachments		
H	GN 2 5/16" Round (30,000lb)	1
K	Black	1
Y2BT	2- 7k axles with LR H Tires and electric/torsion	1
E	Rough Oak Floor	1
T	16' Tilt	1

FEATHERSTON MEDIA

Ellis County Precinct 1 Security System

Jenni Fasulo
Ellis County Precinct 1

Company



Specifications

The goal of this project is to provide an alarm and security camera system for the Ellis County Precinct 1 offices.

We will be installing a rack and moving all the equipment from the floor and terminating it to a new patch panel and switch.

We will also be installing one Alarm Keypad as well as 4 Door sensors and 3 Motion sensors to provide alarm system capabilities for the location. We will also be installing 8 security cameras. (2) cameras will be installed at each of the (4) corners of the building. We will install a dell compute stick behind the TV to provide Camera Video Content.

Scope

Products include:

- (1) 9U Wall Rack
- (1) Backup Battery with Remote Management Card
- (1) 150W 16 Port Switch
- (1) 24 Port Patch Panel
- (1) 2TB NVR
- (8) UBNT G3 Cameras
- (1) UBNT G3 Camera LED
- (1) Intel Compute Stick
- (1) 55" TV with Mount
- (1) Intel Compute Stick
- (1) Alarm Panel Keypad
- (4) Door/Window Contact Sensors
- (3) Motion Sensors

Installation includes:

- Install Rack
- Install Switch & NVR in Rack
- Move Existing Network Equipment to Shelf on Rack (i.e. Router & Access Point)
- Install & Mount TV With Intel Compute Stick to Provide Security Camera Footage
- Install Cameras on Exterior Corners of Building
- Install Door & Motion Sensors
- Training on Camera and Security/Alarm System

Milestones

Install Rack
Move Existing Equipment to New Rack
Install New Equipment in Rack
Mount TV
Program Switch

Program NVR

Install Camera Equipment

Install Alarm Equipment

Assumptions

- All installation labor, final connections, and testing shall be performed during normal business hours of Monday through Friday 8:00 AM to 5:00 PM.
- Standard 1-year warranty applies to new equipment supplied by Featherston Media.
- Standard 1-year warranty applies to labor supplied by Featherston Media.
- Supply and installation of conduit or wire mold, except where noted herein, furnished with pull lines is not included.
- Provision of space for and a suitable operating environment for any electronic equipment in field locations as well as, equipment at the monitoring/control location is not included and is responsibility of Ellis County Precinct 1 .
- Additional Materials and/or Work: Data for the preparation of the proposal is based on existing site conditions and/or site plans and blueprints available to Featherston Media at the time the proposal was prepared. Any changes in site conditions and/or blue-prints which occur after proposal preparation that may have cost and/or operational impact will be subject to a change order which may be above or below the original proposal price.
- Lightning Protection: Equipment furnished and installed by Featherston Media is provided with the equipment manufacturer's standard lightning and/or transient protection. No guarantee is provided against equipment and/or system damage due to either lightning and/or line power transients . Power Conditioner(s) will be provided by Featherston Media to protect rack equipment Featherston Media installs.
- Elimination of electromagnetic interference or RFI interference which may hinder operation of system is the responsibility of Ellis County Precinct 1 .

Client Responsibilities

- All 120VAC electrical requirements to Featherston Media equipment shall be provided and installed by others to Featherston Media specified locations.
- All conduit connections for electrical, for wall boxes and floor boxes will be provided and installed by others.
- Provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.

Pricing

Name	Price	Quantity	Subtotal
Services			
FMINTEGRATION Install and Integration of complete system.	\$4,000.00	1	\$4,000.00
FMRIGGING Rigging	\$300.00	1	\$300.00
FMLOGISTICS Shipping	\$200.00	1	\$200.00
			\$4,500.00
Products			
TLSRW9U 9U Wallmount Rack Enclosure	\$289.99	1	\$289.99
MAU1 1 Space Rack Shelf, 11" Deep	\$34.61	1	\$34.61
INTELBOXSTK1AW32SC Intel Compute Stick CS125 Computer with Intel Atom x5 Processor and Windows 10	\$129.98	1	\$129.98
CYBOR700LCDRM1U Smart App LCD UPS 700VA 400W SNMP/HTTP Rackmount	\$249.00	1	\$249.00
CYBRMCARD205 CyberPower RMCARD205 UPS & ATS PDU Remote Management Card	\$159.99	1	\$159.99
UBNTUS16W150 The UniFi? Switch delivers robust performance over its 18 independent switching ports. Two SFP ports offer optical connectivity, and 16 Gigabit Ethernet ports offer 802.3af/at PoE+ or 24V passive PoE sharing a total of 150W PoE	\$299.00	1	\$299.00
SGMX48UHDMMP6	\$58.99	1	\$58.99

Signamax 48U-HDMMP-C6 - 48 Port patch panel, unloaded			
SGMXCAT6KEYORG Signamax Cat 6 Keystone Jack - Orange - KJ458MT-C6C-OR	\$3.99	10	\$39.90
SGMXCAT6KEYBLU Signamax Cat 6 Keystone Jacks - Blue	\$3.99	6	\$23.94
UBNTUVCNVR2TB Ubiquiti UVC-NVR-2TB UniFi Plug & Play NVR Network Video Recorder Ubiquiti Networks UVC-NVR is a plug-and-play NVR appliance with low power consumption and offers UniFi Video's powerful IP surveillance software. This nvr manages the UniFi Video Cameras and records video according to rules set up in the software. The UniFi Video software is pre-installed for quick and easy deployment. Therefore no additional software is required. The user has to plug the NVR into the network, go through the configuration wizard, and the installation is done. UVC-NVR features user-definable disk space and date-based auto purge to allow the user to keep a set amount of free disk space or automatically delete recordings after a certain number of days. Besides it also allows mapping external USB or network storage drives. This NVR can connect up to 50 UniFi Video Cameras and support cameras installed at multiple locations. It is equipped with the Intel D2550 processor. Ubiquiti Networks UVC-NVR comes with a Vertical Support Stand, Power Adapter (19V, 3.42A), Power Cord, Magnetic Rubber Feet (4), and a Quick Start Guide.	\$365.00	1	\$365.00
UBNTUVCG3 The UniFi? Video Cameras G3 and G3 Dome represent the next generation of cameras designed for use in the UniFi Video surveillance management system. These cameras offer 1080p Full HD resolution for day or night use and are integrated with the UniFi Video software for powerful and flexible, integrated IP video management.	\$149.00	8	\$1,192.00
UBNTUVCG3LED	\$79.00	1	\$79.00

The IR Range Extender is an accessory to enhance the night vision range of the UVC-G3 camera. Enhances Night Vision Recordings Extends IR Range up to 25 m (82 ft) Six High-Intensity Infrared LEDs Powered and Controlled by the UVC-G3			
MONO1FTCAT6ORG 1FT FLEXboot series 24AWG Cat6 550MHz UTP Bare Copper Ethernet Network Cable - Orange	\$2.99	9	\$26.91
MONO1FTCAT6BLU 1FT FLEXboot series 24AWG Cat6 550MHz UTP Bare Copper Ethernet Network Cable - Blue	\$2.99	6	\$17.94
MONO3FTCAT6PRPL FLEXboot Series Cat6 24AWG UTP Ethernet Network Patch Cable, 3ft Purple	\$3.35	1	\$3.35
MONOCAT6UTP1000BLU 1000FT 23AWG Cat6 500MHz UTP Solid, Riser Rated (CMR), Bulk Ethernet Bare Copper Cable - Blue	\$149.99	2	\$299.98
2GPANEL Panel and Automation	\$224.00	1	\$224.00
2GATTMOD AT&T Module	\$105.99	1	\$105.99
2GDRWNCNTCT Door / Window contact	\$24.99	4	\$99.96
2GMOTION Passive infrared motion detector	\$49.99	3	\$149.97
SMG55SMART Samsung 55" Smart TV	\$719.00	1	\$719.00
CHFLTM1U Chief Fusion Large Wall Tilt Mount	\$215.99	1	\$215.99
			\$4,784.49

Subtotal \$9,284.49

Total \$9,284.49

Monthly Subscriptions

Name	Price	QTY	Subtotal
Security Monitoring Security Monitoring Service	\$49.95	1	\$49.95

Subtotal \$49.95

Monthly Total \$49.95

Terms

All invoices are due within 15 days of receipt unless otherwise noted by Featherston Media. Alternate Payment terms, draw schedule or down payment may be required.

Project Total: \$9,284.49

Name

Signature

**We look forward to
working with you.**



CONTACT US

Billing Questions (972) 937-1102	Sales (972) 937-1102	Central Station (877) 622-8626	Service (972) 937-1102	Email info@batsecurity.com
To view this proposal online, please visit: https://batsecurity.alarmbiller.com Registration Key: 167434				

M.A.C. ALARMS

TOLL FREE: 877-331-7200 STATE LIC # B04355
 972-544-3815 FERRIS, TEXAS
 972-842-2796 FAX



Quotation

To: ELLIS COUNTY BARN
 PALMER, TEXAS

No. 434360

Attention: RANDY

Date:	11-27-2017
Inquiry Date:	
Inquiry No.:	
Est. Delivery:	
From Rcpt. of Ord:	30 Days
Terms:	1/2 DOWN
Terms:	1/2 COMPLETE
To be shipped via:	Best Way
Salesman:	STEVE SALMON

FOLLOW-UP DATE:

In response to your inquiry,
 we submit the following Quotation:

Qty	Part #	Description	Unit Price	Amount
1	XT30	DMP XT30 ALARM CONTROL WITH CELL-PHONE	338.98	338.98
2	7060W	DMP ENGLISH ARMING STATION	161.02	322.03
1	1100XH	HIGH POWER WIRELESS RECEIVER	133.05	133.05
5	1102W	WIRELESS TRANSMITTER REMOTE CONTACT	52.54	262.71
3	1121W	WIRELESS PET TYPE MOTION	118.64	355.93
1	1129W	INSIDE SIREN	28.81	28.81
1	1145B	OUTSIDE SIREN	42.37	42.37
1	1161W	12 VOLT BATTERY	28.81	28.81
			Material	1,512.71
			Installation	573.81
			Sales Tax	
			Total:	2,086.53

Other Information

Note: Sales Tax Not Included in Total for this Quotation.

24 HOUR MONITORING OVER CELL-PHONE PLUS TEXT IS \$35.00 PER MONTH PAID QUARTERLY.

ALL BIDS ARE GOOD FOR 45 DAYS, JOB MUST BE REBID AFTER THAT TIME.

Please refer to the above Quotation Number when placing your order.

By

Corporate Office: 2125 Loop 561, Ferris, Texas 75125 Mailing address: P.O. Box 383, Ferris, Texas 75125
 Voice: 972.544.3815 Fax: 972.842.2796 Toll Free: 877.331.7200 State Lic. # B04355

M.A.C. ALARMS

TOLL FREE: 877-331-7200 STATE LIC # B04355
 972-544-3815 FERRIS, TEXAS
 972-842-2796 FAX



Quotation

To: ELLIS COUNTY BARN
 PALMER, TEXAS

No. 434359

Attention: RANDY
 DISCOUNT PRICE

Date:	11-27-2017
Inquiry Date:	
Inquiry No.:	
Est. Delivery:	
From Rcpt. of Ord:	30 Days
Terms:	1/2 DOWN
Terms:	1/2 COMPLETE
To be shipped via:	Best Way
Salesman:	STEVE SALMON

FOLLOW-UP DATE:

In response to your inquiry,
 we submit the following Quotation:

Qty	Part #	Description	Unit Price	Amount
1	HDMI	8 CAMERA HDMI DVR RECORDER	571.43	571.43
8	HDMI	2 MP HDMI COLOR CAMERAS WITH IR	178.57	1,428.57
2	POWER	12 VOLT CAMERA POWER SUPPLY	172.84	345.69
1	UPS	900VA UPS POWER SUPPLY	152.36	152.36
16	CON	CONNECTORS CAMERA TYPE	4.64	74.29
1	HDMI	HDMI CABLE	23.20	23.20
1600	2825	RG-59 COAX & 18 GA SIAMESE	0.29	457.14
			Material	3,052.67
			Installation	1,273.86
			Sales Tax	
			Total:	4,326.53

Other Information

TV MONITOR NOT INCLUDED

ALL BIDS ARE GOOD FOR 45 DAYS, JOB MUST BE REBID AFTER THAT TIME.

Please refer to the above Quotation Number when placing your order.

By

Corporate Office: 2125 Loop 561, Ferris, Texas 75125 Mailing address: P.O. Box 383, Ferris, Texas 75125
 Voice: 972.544.3815 Fax: 972.842.2796 Toll Free: 877.331.7200 State Lic. # B04355



Proposal

Proposal # 3005	Customer # 6744	System Commercial Secure Package	PO Number	Term Net 30 Days	Proposal Date November 27, 2017
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Customer:
Ellis County Precinct #1
600 N. Interstate Business 45
Palmer, TX 75152

Site Location:
Ellis County Precinct #1
600 N. Interstate Business 45
Palmer, TX 75152

Contact Information: Customer Contact Jenni Fasulo Phone: (972) 825-5330 Email: jenni.fasulo@co.ellis.tx.us Salesperson Name: Jeff Hughes Phone: (972) 937-1102 Email: jhughes@batsecurity.com	Brief Description: Installation of a Security System w/ Alarm.com Remote Access.
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Charges

Description	QTY	Rate	Amount
Activation Fee	1.00	199.00	199.00
DSC NEO CONTROL PANEL	1.00	0.00	0.00
DSC NEO Keypad	1.00	0.00	0.00
Wireless PowerG Door/Window Contact	4.00	0.00	0.00
Cell Communicator (w/ Alarm.com)	1.00	0.00	0.00
Siren (Indoor)	1.00	0.00	0.00
BAT Security Sign (2) & Sticker (10)	1.00	0.00	0.00
Wireless PowerG PIR Motion Detector	1.00	135.00	135.00
Wireless PowerG Outdoor PIR Motion Detector	1.00	375.00	375.00
Wireless PowerG Transmitter (Overhead Door Contact)	4.00	59.00	236.00
Floor Mount Overhead Door Sensor (Conex & Warehouse Overhead Door)	3.00	75.00	225.00
Track Mounted, Metal, Door Contact (Front Gate)	1.00	75.00	75.00
4" X 4" Weatherproof Junction Box (Front Gate)	1.00	25.00	25.00
Siren (Indoor)	1.00	49.00	49.00
Total Charges:			1319.00
Sales Tax:			0.00
Grand Total:			1319.00

Recurring Services Added

Description	Activation Date	Next Invoice Date	Billing Cycle	Monthly Amount	Cycle Amount
SMB - Secure Service Plan/Monitoring	11/27/17	11/01/17	Monthly	59.95	59.95
Total Recurring Services:					\$59.95

Notes

Note	Modified Date	User
------	---------------	------



Proposal

x _____
Agreed To By

Name

Date

CONTACT US

Billing Questions (972) 937-1102	Sales (972) 937-1102	Central Station (877) 622-8626	Service (972) 937-1102	Email info@batsecurity.com
To view this proposal online, please visit: https://batsecurity.alarmbiller.com Registration Key: 167434				

Clear 3.2
12/6/2017
ESD # 2 Midlothian.
Jim Bushnell
E.E.F.M.
Replacing Key Reed
off ESD # 2.

Application for Ellis County Emergency Service District Board

Name TIMOTHY R. RAVEN
Address 7870 W. HIGHLAND RD
OVILLA, TX 75154
Phone Home 972-775-1108
Work _____
Mobile 469-383-2474
E Mail tim@timraven.com
Emergency Service District applying for: ESD # 2

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

Do you live within this district? YES How long have you lived in Ellis County? 19 yrs
US Citizen? YES Registered voter? _____
Current employer RETIRED
Military Service _____

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

Have you ever been arrested? If yes, give details
NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.
NO

Have you ever been delinquent in child support payments? If yes, give details
NO

Has your driver license ever been suspended? If yes, give details
NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable)

No

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

Yes

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

PROFESSIONAL JOURNALIST, 37 YEARS. SERVED ON MIDSTIAN CERT BOARD 2 YEARS.

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

TO MAINTAIN SUPERIOR EMERGENCY SERVICES FOR THE RESIDENTS OF ESD #2.

CERTIFICATION OF APPLICANT

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

[Signature]
Applicant's Signature

11/29/2017
Date



Ellis County Fire Marshal

109 S. Jackson

Waxahachie Texas, 75165

Phone

972-825-5555

Fax

972-825-5551

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, TIMOTHY R. RAVEN, do hereby authorize a review of and full disclosure of all records concerning myself to any duly authorized agent of the Ellis County Fire Marshal's Office whether the said records are of a public, private, or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of the records of: educational institutions; financial or credit institutions, including records of loans, the records of commercial or retail credit agencies (including credit reports and/or ratings), and other financial statements and records wherever filed; employment and pre-employment records, including background reports, efficiency ratings, complaints, grievances, and disciplinary actions filed by or against me and the records and recollections of attorneys at law or of other counsel, whether representing me or another person in any case, either criminal or civil, in which I presently have or have had an interest.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon the release authorization will be considered in determining my suitability as an Ellis County Fire Commissioner for Emergency Services District # 2. I also certify that any person(s) and governmental entity (ies) who may furnish such information concerning me shall not be held accountable for giving this information; and I hereby release, indemnify, and hold harmless said person(s) and governmental entity(ies) from any and all liability which may be incurred as a result of furnishing such information. I also release and hold harmless Ellis County and the Ellis County Fire Marshal from any claim or demand related to Ellis County, Texas obtaining and/or considering any such information.

I further agree to waive any right whatsoever to the background investigation report, or any other report developed through this waiver or used as part of the process to determine my suitability to become a Ellis County Fire Commissioner.

A photocopy or facsimile copy of this release form will be valid as an original thereof, even though said photocopy does not contain writing of my signature.

TIMOTHY R RAVEN Sworn to and subscribed before me by
applicant on Applicant's Printed Name (Include maiden name) this 30 day of NOVEMBER, 2017

[Signature]
Applicant's Signature

[Signature]
Notary Public

Date of Birth 4/10/56 ELLIS County, Texas

Social Security # 458-06-4220

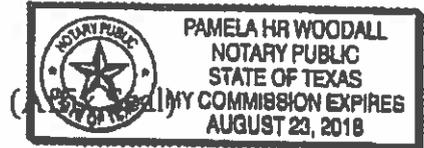
Drivers License # DD876362 State TX

Phone (409) 383-2474

Address 7870 W. HIGHLAND RD

City/State/Zip OVILLA, TX 75154

472-723-1295



I have read and I understand all of the above.

[Signature]
Signature

11/30/17
Date

12/6/2017 clear background investigation. Tim Bidwell
TB



3.3

ELLIS COUNTY MASS GATHERING PERMIT PROCESS

The following information outlines the definitions and processes required for the promotion and operation of a mass gathering event within the unincorporated areas of Ellis County.

A "Mass Gathering" under Chapter 751 of the Texas Health and Safety Code means a gathering:

- (A) that is held outside the limits of a municipality;
- (B) that attracts or is expected to attract:
 - (i) more than 2500 persons; or
 - (ii) more than 500 persons, if 51 percent (51%) or more of those persons may be reasonably expected to be younger than 21 year of age and it is planned or may be reasonably expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and
- (C) at which the persons will remain:
 - (i) for more than five (5) continuous hours; or
 - (ii) for any amount of time beginning at 10:00 p.m. and ending at 4:00 a.m.

An application from the coordinator, manager, organizer or promoter of such an event must be received in the Ellis County Fire Marshal's Office located at 109 S. Jackson, Waxahachie Texas 75165, **not less than 45 days before the event**. Three (3) bound copies of the permit and necessary attachments are required for filing.

The application is available online at www.co.ellis.tx.us or an application may also be obtained by request from the Ellis County Fire Marshal's Office at (972) 825-5555 during normal business hours.

There is a **\$250.00 fee (nonrefundable)** for events that attract 2500 or more that is due at the time of filing of the application payable to Ellis County.

A public hearing will be conducted no later than ten (10) days before the event. A person may not promote a mass gathering without a permit issued by the County Judge or Judge's designee, pursuant to Section 751.003 of the *Texas Health and Safety Code*. A person commits an offense if the person violates Section 751.003. An offense under this section is a misdemeanor punishable of a fine of not more than \$1,000.00, confinement in the county jail for not more than 90 days, or both. The Ellis County Department of Fire Marshal office will coordinate the hearing date and time with all affected parties. The hearing will be posted as a public meeting.

Representatives from the county health officer, fire marshal, and the Sheriff's office will attend the hearing to ensure that the minimum standards in health and sanitation, fire safety and public safety and order are maintained at the gathering as prescribed by state and local laws, rules and orders.

Following the public hearing, the County Judge or County Judges designee will grant or deny the permit as authorized by Section 751.007 of the *Texas Health and Safety Code*. A copy of the applicable sections of the statute may be found on the website for Ellis County.

THIS PERMIT DOES NOT INCLUDE REQUIRED FIRE CODE PERMITS



ELLIS COUNTY

Mass Gathering

Permit Application



All Applications must be submitted to Ellis County Fire Marshal's Office by event promoters at least forty-five (45) days prior to the first day on which any event that requires a Mass Gathering Permit will be held.

No Application shall be considered to have been submitted until it is accompanied by an Application Fee. Fees shall be paid with Cashier's Check or Money Order, payable to "Ellis County, Texas." The standard application fee for a Mass Gathering Permit is \$250.00 for events for 2500 or more.

Not later than the tenth (10th) day before the event for which an application is filed, the County Judge, or the County Judge's authorized designee, shall hold a public hearing to determine whether the application for a Mass Gathering Permit shall be granted. Applications may be denied for any of the reason enumerated in Section 751.007 of the Texas Health and Safety Code.

Applicants are encouraged to review Chapter 751 of the Texas Health and Safety Code for a comprehensive perspective on Mass Gatherings and the application of Texas law to such events.

Name / Business Promoter: _____

Address: _____

City _____ State: _____ ZIP: _____ Phone _____ Cell _____

Owner of Property Name: _____

Address: _____

City _____ State: _____ ZIP: _____ Phone _____ Cell _____

Type of Event: _____

Date(s) of the Event: _____ Time(s): _____ Start _____ End _____

Physical Location: _____

Maximum Number Attending: _____ Expected Attendance _____

Average Age of Attendees _____ Percent below 21 Years of Age _____

Will Alcohol Beverages Be Sold, Served, or Consumed YES _____ NO _____

Documents Checklist (Attach to Application with 3 bound copies)

1. Financial Statement that reflects the funds being supplied to finance the mass gathering and each person supplying the funds
2. Certified copy of the agreement between the promoter and the property owner.
3. Description and Rendering of the property on which the mass gathering will be held identifying parking/stages/vendors/emergency operations plan
4. Description and plan on how the promoter intends to limit attendance to maximum number attending
5. Name and Address of each performer who has agreed to appear at the mass gathering and the name and address of each performers agent
6. A description of each agreement between the promoter and the performer
7. A description of each step the promoter has taken to ensure that minimum standards of sanitation and health will be maintained during the mass gathering. *Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site cleanup)*
8. A description and plan of all preparations being made to provide traffic control, to ensure that the mass gathering will be conducted in a n orderly manner, and to protect the physical safety of the persons who attend the mass gathering. *Following minimum standards of the Texas Administrative Code Title 37 Chapter 1, Subchapter L, Sections 1.161-1.169* Copy of agreements with Police or Sheriff's Departments and Fire Department.
9. A description of the preparations made to provide adequate medical and emergency care including copy of agreement or contract for ambulance service
10. A description of the preparations made to supervise minors who may attend the mass gathering.
11. A copy of permit from TABC and description of how alcohol will be sold, served, or allowed to be consumed.

THIS PERMIT AND DOCUMENTS DO NOT INCLUDE THE REQUIRED FIRE CODE PERMITS FOR STRUCTURES, TEMPORARY STRUCTURES, FIRE WORKS DISPLAYS, OR OTHER RELATED FIRE CODE ISSUES.

By signing below, I attest that all the information on this document and attachments are true and fact to the best of my knowledge;

Printed Name: _____ Signature _____

Date: __/__/__

OFFICE USE ONLY

FEE PAID _____

County Judge or Judge's Designee

Date

Permit Number _____

Approved _____ Not Approved _____ Approved with Conditions _____

Conditions:



3.4

Ellis County Fire Marshal

Tim Birdwell, Fire Marshal

To: Ellis County Commissioner's Court
From: Tim Birdwell, Ellis County Fire Marshal
Reference: Donations of Body Camera's from Palmer Police Department.

Accept donation from the City of Palmer Police Department to the Ellis County Fire Marshal's Office of eleven (11) Prima Facie Body Camera's, six (6) Prima Facie Body Camera Docking stations, one (1) Prima Facie & Bay Docking Stations, and nine (9) lapel mike holders. See attachments to this document for full details and also a body camera policy as approved by Ellis County District Assistant, Vance Hinds.

Palmer Police Department recently updated to newer body camera's that will interface with in-vehicle video and audio camera systems.

Thanks,

Tim Birdwell

Ellis County Fire Marshal

109 S Jackson, Suite 145
Waxahachie, TX 75165-5143
(972) 825-5555 | Fax (972) 825-5551

Palmer Police Department
P.O. Box 489 114 W. Jefferson
Palmer, Texas 75152
(972) 449-3271/3272
Fax: (972) 449-3274



The Palmer Police Department will be donating the following equipment listed below to the Ellis County Fire Marshal's Office.

11 Prima Facie Body Cam # BD15310100216
BD15310100219
BD15310100214
BD16310100991
BD16310100994
BD15310100220
BD15310100543
BD15310100213
BD15310100541
BD15310100211
BD15310100542

6 Prima Facie Body Cam Docks

1 Prima Facie 8 Bay Docking Station #BS15410100031

9 Lapel Mike Holders

Sergeant Ryan Cate

A handwritten signature in black ink, appearing to be "Ryan Cate", written over a horizontal line.



Ellis County Fire Marshal

Tim Birdwell

109 S. Jackson, Suite 265 • Waxahachie, TX 75165

Office (972) 825-5555 Fax (972) 825-5551

Policy on Body-Worn Cameras

1. INTRODUCTION

The purpose of this procedure is to establish guidelines for the operation of body worn camera equipment assigned to peace officers or fire inspectors for capturing audio/video evidence of peace officers or fire inspectors including, but not limited to, traffic violations, field interviews, fire scenes /illegal burns, structure inspections, environmental crimes and other official police activity.

2. POLICY

- A. It is the policy of the Ellis County Fire Marshal's Office to present for prosecution audio/video evidence of traffic and other law violations as outlined in Section 5. To this end, officers with properly functioning body worn camera equipment shall record all events surrounding the contact, stop, detention, interview and arrest of suspected violators and maintain this recorded evidence for consideration in criminal prosecution.
- B. All recordings generated on department-owned body worn camera equipment are the property of the Ellis County Fire Marshal's Office. The copying or reproducing of any recordings generated by members of the department for use outside of department business is prohibited. The DESIGNATED DIVISION/STAFF PERSON will process requests for copies.
- C. Distribution of any recordings generated by department members in any format or for any purpose must be in compliance with this procedure and applicable unit SOPs.

3. ADMINISTRATIVE

- A. All generated recordings will be retained according to Section 14 of this procedure.
- B. Recordings shall not be altered, modified, misused, tampered with or any disabling of the body worn camera system in any manner.
- C. Standardized viewing privileges of recordings for administrative and investigatory purposes shall be as follows:
 - 1. All officers will be able to view their own recordings;

2. Investigators and above will have viewing privileges for all recordings.

4. **START UP**

- A. At the start of their shift, officers will perform a function test of the body worn camera to ensure the unit powers on and recording initiates. The test should:
 1. Ensure proper alignment and positioning of the body worn camera on the officer's outer most garment and no object shall be placed in front of the camera in such a manner that it interfere with recording of video.
 2. Perform a functions test by activating the body worn camera, and stating their name, badge number and the date. (If possible, the officer will then play back the recording to ensure the system recorded correctly.)

5. **RECORDING**

- A. Officers are **not** required to advise citizens they are being recorded or show any citizen a video which they recorded.
- B. Officers shall begin recording the event and continue recording, in accordance with this procedure, until the event is concluded; any deviations, including equipment malfunctions, must be documented in the officer's video or report in accordance with section 6 of this procedure.
 1. Upon observation of suspicious or criminal behavior;
 2. All calls for service;
 3. Officer initiated contacts:
 - a. Arrest
 - b. Field Contacts / Interviews
 - c. Traffic Stops
 - d. Fire Investigations
 - e. Environmental Crimes
 4. During all prisoner or witness transports. If an officer arrives at a facility that is recorded, such as headquarters or

the Magistrate's Office, the officer may cease recording upon entering the facility or transferring custody of the prisoner/witness;

5. Contact with complainants regarding crimes against persons environmental crimes, field interviews, fire scenes /illegal burns, structure inspections
 6. In instances where the officer reasonably believes that the recording may provide evidence in criminal investigations.
- C. Subsequent arrest, handcuffing, and search of violators should take place in view of the camera when practical and in accordance with Departmental policy and this procedure. All arrests, handcuffing, and searches occurring out of view of the camera must be documented in the officer's video or report in accordance with section 6 of this procedure.
- D. Officers may stop recording an event where its use may compromise police operations. The body worn camera should be turned back on immediately following the stoppage or should a significant event arise.
1. Examples include, but are not limited to: conversations with criminal informants, private conversations between officers or supervisory personnel, working traffic control, performing crime scene duties or situation where the officer would be placing in a tactical disadvantage.
- E. All stoppages, other than administrative functions testing or accidental activation, of the body worn camera must be documented in the officer's video or report in accordance with section 6 of this procedure.
- F. Officers shall not:
1. Intentionally create recordings of themselves or other employees in areas where a reasonable expectation of privacy exists such as locker rooms, restrooms, etc.
 2. Use the body worn camera for the clandestine recording of the voice or image of a member of the Department is prohibited unless specifically authorized.
 3. Knowingly record undercover officers or confidential informants.
 4. Use a departmentally owned recording device to record any type of personal activities.
 5. Allow non-sworn personnel to view the body worn camera video without permission from the officer's immediate supervisor. Governmental employees who are directly involved in the investigation and/or prosecution of a criminal case related to the body worn camera video or who work in Internal Affairs or IT Services supporting body worn camera are exempt from this provision.

6. Create recordings in patient care areas of medical facilities unless the recording is for official police business such as a criminal investigation, dying declaration, or a specific call for police service; in compliance with Federal HIPPA regulations.

6. *WHEN DEACTIVATION OF BODY WORN CAMERA EQUIPMENT IS AUTHORIZED*

- A. Unless otherwise permitted by this procedure, once the body worn camera is activated it shall remain on until the incident has concluded.
- B. For the purpose of this section, conclusion of the incident has occurred when:
 1. All arrests have been made and arrestees have been transported and released from the officer's custody;
 2. All witnesses and victims have been interviewed; and
 3. The continued recording will not serve to obtain additional evidence.
- C. Whenever the body worn camera device is deactivated during an incident the officer will provide a brief verbal explanation for the deactivation prior to turning off or stopping the recording and will document it via a report.
- D. Failure to record activities as denoted in this policy will not be considered a policy violation as long as reasonable justification is documented via a report and articulated to the officer's chain-of-command.

7. *REPORTS/RECORDING DATA ENTRY*

Officers will upload video in accordance with the specific device's operational instructions (Prima Facie User Guide)

- A. Prior to uploading body worn camera recordings the officer shall ensure the pertinent data field identifiers associated with each video have been annotated, and at minimum, include the following:
 1. Full AGENCY NAME case number for all arrest cases or incidents requiring a case number;
 2. Traffic citation number(s) in the additional data/notes field; and
 3. The appropriate video tag at the conclusion of each incident or when uploading video files.
- C. Officers shall annotate in their reports the existence or absence of any associated recordings.

8. EQUIPMENT

- A. On an individual basis, officers will sign for and be issued a body worn camera as well as the device's associated accessories. It will be the officer's responsibility to ensure the body worn camera device is fully charged and operable prior to their tour of duty.
- B. No member assigned body worn camera equipment shall alter, modify, reuse, tamper with or disable the device or associated accessories in any manner.
- C. Department body worn camera equipment shall not be connected to unauthorized computers. Non-department-issued equipment shall not be connected to any department-issued body worn camera device.
- D. Officer's assigned body worn camera equipment is responsible for ensuring the equipment remains in operating condition. Officers shall notify their immediate supervisor of damaged or malfunctioning body worn camera equipment. Damaged body worn camera will be returned to the body worn camera Program Manager or their designee.
- E. Lost body worn camera will be documented via an officer's report and reported to their immediate supervisor and the body worn camera Program Manager or their designee.
- F. Replacement body worn camera will be issued by the body worn camera DESIGNATED DIVISION/STAFF PERSON or their designee.
- G. Officers promoting or who will be reassigned to duties where they will not be utilizing the body worn camera will return their body worn camera to the body worn camera DESIGNATED DIVISION/STAFF PERSON or their designee within 72 hours of the transfer.

9. VIDEO COPIES/RECORDS REQUEST

- A. Requests for recordings will be handled in accordance with the Texas Public Information Act.
- B. A copy (for internal use only) of recordings may be requested through the DESIGNATED DIVISION/STAFF PERSON or their designee. If such copy is provided, the DESIGNATED DIVISION/STAFF PERSON or their designee shall not further copy except the file.
- C. Requests for recordings from other criminal justice agencies are to be submitted in writing on agency letterhead and signed by the agency's chief executive officer to the DESIGNATED DIVISION/STAFF PERSON or their designee.
- D. The DESIGNATED DIVISION/STAFF PERSON or their designee will produce all copies of recordings. A copy is defined as a reproduction of the primary recording of the event.

- E. Requests for recordings for prosecutorial purposes may be submitted directly to the DESIGNATED DIVISION/STAFF PERSON or their designee.
- F. Requests for recordings from defense attorneys in county, district, or federal courts must be made through the appropriate prosecutor.
- G. The cost for producing the recordings will be determined by the DESIGNATED DIVISION/STAFF PERSON.
- H. An automated internal electronic data access log (chain-of-custody) will be generated and kept for every recording produced via body worn camera to document the authenticity of the recording. Members shall be prepared to justify the reason for accessing/viewing recording.
- I. The DESIGNATED DIVISION/STAFF PERSON will be responsible for data security and the production of backup copies via SOFTWARE/CLOUD STORAGE/ETC to ensure recordings are not lost prior to the end of the retention period.

10. COMPLAINTS RECEIVED/VIDEO REVIEW

- A. When a complaint is received alleging misconduct involving an officer who is assigned a body worn camera, the following procedures shall be followed:
 - 1. The officer's immediate supervisor or DESIGNATED DIVISION/STAFF PERSON shall determine if body worn camera recording exists.
 - 2. The supervisor or DESIGNATED DIVISION/STAFF PERSON shall view the video of the public contact in question and determine if there is any cause for the allegations in the complaint.
 - 3. If no cause is determined, the supervisor or DESIGNATED DIVISION/STAFF PERSON shall contact the complainant and advise them a body worn camera recording was made of the contact and that no misconduct was observed.
 - 4. The supervisor or DESIGNATED DIVISION/STAFF PERSON shall advise the complaining party that they may make an open records request for a copy of the recording.
 - 5. The supervisor or DESIGNATED DIVISION/STAFF PERSON shall proceed with their established protocols if misconduct is determined.
- B. An officer required to respond to a citizen or administrative complaint shall have the ability to review any body worn camera recording of the subject incident.
- C. The Internal Affairs Investigator may, for the purposes of an investigation or complaint, export or copy recordings as needed.

11. VIDEO RETENTION

***SAMPLE* VIDEO CATEGORIZATION AND RETENTION PERIODS**

Category	Retention Schedule
Admin/Default	180 days
CRASH	180 days
DWI	3,650 days
Felony Offense Report	3,650 days
Incident	180 days
Misdemeanor Offense Report	730 days
Traffic	180 days

(Subject to Agency Policy- Per Occupations Code 1701.661, retention period may not be less than 90 days)

- A. Officers shall include the existence of recordings in the case report for follow-up investigation.
- B. Any video considered to have evidentiary value, which needs to be retained past the standard retention period, must be identified by DESIGNATED DIVISION/STAFF PERSON.
- C. Any video that becomes part of an internal investigation will be placed on hold for indefinite retention until it is no longer needed.

12. VIDEO UPLOADS

- A. When an officer records a call for service and/or incident the officer will review and tag the video with appropriate incident information;
 - 1. The officer will note at the beginning of the narrative of his report that a recording is available.
- B. Prior to the end of shift officers will:
 - 1. Go to a designated docking station and upload the body worn camera video;
 - 2. Officers will ensure all recordings are tagged appropriately.
- C. Special/Exigent Circumstance Recording Uploading.
 - 1. Officers involved in collisions and/or otherwise not able to be return to the substation shall adhere to the following:
 - a. The notified supervisor or Patrol Supervisor shall coordinate the retrieval and upload of the body worn camera;

b. Upon completion of the video upload the body worn camera must be returned to the officer's supervisor.

2. Critical Incidents

a. Upon the conclusion of a critical incident all officers will return to the appropriate facility in order to have all recordings uploaded. The body worn camera device will not be returned to service until all recordings have been removed and completion confirmation of upload has been received.

D. All video must be uploaded before the officer's next assigned shift. No officer is permitted to take a body worn camera device home while it still contains video on it.

13. SUPERVISOR RESPONSIBILITIES

A. Supervisors shall ensure officers are using the recording equipment according to established guidelines, policies, and procedures.

1. Supervisors, on a quarterly basis, will review at least one recording for all officers under their command to ensure proper usage of recording equipment and adherence to established policy and procedures.

2. Supervisors will take corrective action for any procedural violation they observe and document the findings on the proper form.

B. Supervisors shall record all incidents (i.e. use of force, officer involved accidents, and complaints on officers) when requested or required to respond, in addition to those listed under 5B of this procedure.

C. Supervisors shall view the recordings of all use of force incidents, police vehicle crashes, and police pursuits prior to completing their evaluations.

D. Supervisors may view the recordings of their subordinates in the field at any time during the shift.

E. Minor infractions (non-criminal) discovered during the routine reviews of recorded material should be addressed by the reviewing supervisor, including retraining when appropriate. Disciplinary actions will be addressed in accordance with department policy.

F. Any supervisor made aware of damaged or malfunctioning recording equipment shall arrange for repair of the equipment. Damage shall be inspected by the supervisor and he/she will make every attempt to locate and assign a vehicle with a working in-car video system.

14. REVIEWING BODY WORN CAMERA VIDEO

A. The viewing of videos is restricted for official use only. Videos may be viewed for the following purposes:

1. Criminal investigations;
 2. Internal Affairs or complaint reviews in accordance with Section 12, *Complaints Received/Video Review*;
 3. Pursuits;
 4. Use of force reviews;
 5. Open Record Request (ORRs) in accordance with 11, *Open Record Requests*
 6. Officer involved crashes; or
 7. Other – any purpose not listed in this procedure shall have prior approval by a supervisor and documented.
- B. Personnel requiring access to locked videos will send a request for access/viewing of the specific recordings through their chain-of-command.
- C. Personnel reviewing recordings shall manually document name, badge number and the purpose of their viewing in the “notes” field in the body worn camera device application.
- D. The making of unauthorized copies and/or copies for personal use is prohibited.

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated December 1, 2017 ("Effective Date") is made between Ellis County ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

- 1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.
- 2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i) whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**
- 6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS**

OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.
- 7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.
- 7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.
- 7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in Ellis County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

Ellis County

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 300 South Jackson Street
Waxahachie, TX 75165

AGENCY AGREEMENT – Attachment 'A' SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 105
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Online reporting System for scrap metal dealers	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Case Search – Search multiple items looking for potential suspects	✓ 50
Public Classified Ads –Craigslist	✓
Initial partial year subscription fee due upon execution of this Agreement	\$981.83
Total Fixed Annual subscription fee due on February 1, 2018 and on or before each anniversary thereof during the Initial Term	\$6,683.00

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GARRETT**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF GARRETT goods and services
- B) The CITY OF GARRETT (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2018 to December 31, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and

(d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

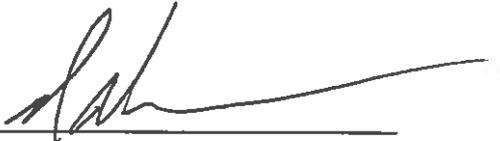
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2017.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



City of Garrett

Attest:


Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated* _____

Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2017.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND PALMER ISD**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to PALMER ISD goods and services.
- B) The PALMER ISD (hereinafter PISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) PISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to PISD.
- D) The term of this agreement shall be from January 1, 2018 to December 31, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) PISD agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2017.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

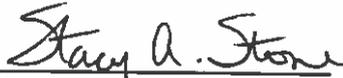
Attest:

Ellis County Clerk



Superintendent
PALMER ISD

Attest:



Secretary

**WORK ORDER UNDER INTERLOCAL AGREEMENT
EXHIBIT A**

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated* _____
Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2018.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2018.

Signature: _____

Title: _____

On Behalf of: _____



3.9

MAILING ADDRESS
P.O. Box 536
Palmer, Tx. 75152

OFFICE OF
RANDY STINSON
COMMISSIONER, PRECINCT 1
(972) 825-5330
Email: Randy.Stinson@co.ellis.tx.us

PHYSICAL ADDRESS
600 N. Business I-45
Palmer, Tx 75152

RECEIVED
OCT 27 2017
City of Ferris

October 23, 2017

City of Ferris
City Hall
100 Town Plaza
Ferris, Texas 75125

RE: Interlocal Cooperative Agreement
Between County of Ellis and City of Ferris

To Whom It May Concern:

- ♥ I am enclosing three (3) originals of the above referenced Agreement for January 1, 2018 to December 31, 2018. Please obtain signatures and *return to us by December 1st 2017.*

Upon receipt of the signed enclosures, I will place the Interlocal Agreement on the Ellis County Commissioners' Court Agenda for approval. The County Clerk will forward you an original signed agreement upon approval at Commissioner Court.

Thank you for your assistance and if you have any questions, please do not hesitate to contact our office at 972-825-5330.

Randy Stinson, Commissioner
Ellis County, Pct. 1

Enclosures

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF FERRIS**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF FERRIS goods and services.
- B) The CITY OF FERRIS (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2018 to December 31, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

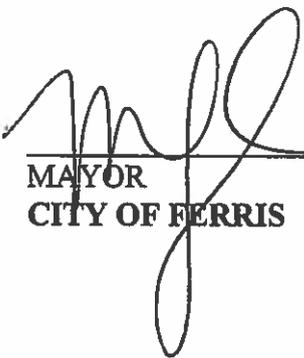
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2017.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
CITY OF FERRIS

Attest:



Secretary

**WORK ORDER UNDER INTERLOCAL AGREEMENT
EXHIBIT A**

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated* _____

Per Commissioners Court Minute No. _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

_____.

Location of Project to be undertaken: _____

_____.

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2018.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2018.

Signature: _____

Title: _____

On Behalf of: _____



3.10

MAILING ADDRESS
P.O. Box 536
Palmer, Tx. 75152

OFFICE OF
RANDY STINSON
COMMISSIONER, PRECINCT 1
(972) 825-5330
Email: Randy.Stinson@co.ellis.tx.us

PHYSICAL ADDRESS
600 N. Business I-45
Palmer, Tx 75152

October 23, 2017

City of Pecan Hill
1094 S. Lowrance
Red Oak, Texas 75154

RE: Interlocal Cooperative Agreement
Between County of Ellis and City of Pecan Hill

To Whom It May Concern:

I am enclosing three (3) originals of the above referenced Agreement for January 1, 2018 thru December 31, 2018. Please obtain signatures and *return to us by December 1st 2017.*

Upon receipt of the signed enclosures, I will place the Interlocal Agreement on the Ellis County Commissioners' Court Agenda for approval. The County Clerk will forward you an original signed agreement upon approval at Commissioner Court.

Thank you for your assistance and if you have any questions, please do not hesitate to contact our office at 972-825-5330.

Randy Stinson, Commissioner
Ellis County, Pct. 1

Enclosures

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF PECAN HILL**

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PECAN HILL goods and services.
- B) The CITY OF PECAN HILL (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2018 to December 31, 2018.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:
 - 1) that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and

2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2017.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

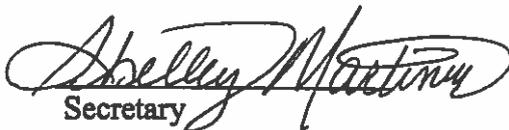
Attest:

Ellis County Clerk



MAYOR
CITY OF PECAN HILL

Attest:


Secretary

**WORK ORDER UNDER INTERLOCAL AGREEMENT
EXHIBIT A**

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

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

_____ *Per Commissioners Court Minute No.* _____

Local Government Requesting Service: _____

Description of Project to be undertaken: _____

Location of Project to be undertaken: _____

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2018.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this _____ day of _____, 2018.

Signature: _____

Title: _____

On Behalf of: _____

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: *Ellis County Texas*

Department to Provide Service: ROAD & BRIDGE, PCT. 1

Basis of Authority to Provide Services: *Interlocal Agreement dated December 11, 2017*

Per Commissioners Court Minute No. 375.17

Local Government Requesting Service: *City of Garrett*

Description of Project to be undertaken: *Pot holes on Williams, Merritt Connor, Patrick and S. Boyce including intersection of Hart & Boyce*

Location of Project to be undertaken: *City of Garrett*

Commissioner, Precinct 1, Texas

APPROVED in open Commissioners Court per Minute Order No. _____ on the _____ day of _____, 2017.

County Judge, Ellis County, Texas

.....
ACCEPTED AND AGREED TO this *11* day of *December* 2017.

Signature: *[Signature]*

Title: *MAYOR*

On Behalf of: *City of Garrett*