

TEXAS A&M *AgriLife* EXTENSION

13

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH April 2018

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
4/7	District 8 4-H Horse Judging, College Station	304		
4/8-4/12	PILD Conference, Washington DC (miles to airport)	70		
4/13	Hatching Program, egg drop off-Ferris	51		
4/13	Tri-County Youth Ag Tour planning meeting, Cleburne	76		
4/14	Grandparent for a day community service project, Midlothian, Waxahachie, Ennis	150		
4/17	District 8 4-H Fashion Show, Belton	221		
4/18	Poultry Program, Ingram Elementary-Ferris	51		
4/20	District 8 4-H Skill-a-thon, Stephenville	235		
4/20-4/21	District 8 4-H Livestock Judging, College Station	320		
4/24	United Way of West Ellis County, Midlothian	30		
4/25	West Region Judges & Commissioner's meeting, Frisco	105		
	Total	1613		

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.

Megan Parr

Date 05/032018

Signed: _____

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 953****Selected major activities since last report****April 2018**

- 4/5** **Producer consult on weed ID and control, pasture fertilization and forage management. 4 total, Italy area.**
- 4/10** **Agent attended TCAAA Annual Industry Committee meeting in Waco. Agent serves as Past Chairman to committee. Committee makes proposed rule changes and judge suggestions to Major Stock Shows in Texas.**
- 4/13** **Result Demonstration evaluations and set up corn and wheat, Bardwell and Avalon areas.**
- 4/17** **Agent attended Blackland Income Growth Conference Executive Board meeting with B.I.G. Chairman, Bill Foshea of Midlothian. B.I.G. hosts a regional educational program for ag producers in the Central Texas Blacklands.**
- Agent and volunteer conducted 4-H Livestock Judging Practice for 15 Ellis County youth in preparation for upcoming District Contest.**
- 4/18** **Agent conducted required training for 4 area ag producers to prepare them to become TDA Licensed Private Applicators. Trainings are held locally, on a monthly basis.**
- Agent assisted 5 4-H beef project members, parents and leaders with project selection.**
- Agent and volunteer conducted 4-H Livestock Judging Participants for 6 area youth.**
- 4/19** **Agent and volunteer conducted Livestock Judging Practice for 12 4-H members participating in upcoming District Contest.**
- 4/20,21** **Agent assisted 4-H Agent, Adult Volunteer and 4-H members in preparation for District 8 Livestock Judging Contest in College Station. 14 total youth.**
- 4/24** **Agent attended In-service Training in Athens to receive training and educational materials on statewide educational programs on ag/food literacy titled "Path to the Plate".**
- Agent conducted first of meeting series for area New Landowners. Topics covered were soils and soil fertility.**
- 4/25** **Agent consulted with City of Ennis officials regarding livestock fencing, operator responsibilities and typical stocking rates. 4 total**

Phone calls, email, office and site visits and contacts as needed.

Educational Programming

Programs	6
Participants	100+

Educational Contacts

Site Visits 4-H	5
Site Visits Ag	3
Telephone	127
MG/MN Telephone	65
Office Visits	125
E-Mails	1356
Newsletter/Letters	530
E-Gardening Newsletters	1574

Media Outreach:

Website hits	483
News Releases	2
Facebook posts	8
MG/MN new releases	3
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

5/1, 15, 22	New Landowners Educational Program-Waxahachie
5/2	Result Demonstration Evaluations with Specialist-Waxahachie
5/3	Ag In-Service Training-McGregor, Texas
5/5	District 8 4-H Roundup-Riesel, Texas
5/7	“Cooler Classic” Ellis Beef Supporters Meeting-Waxahachie
5/8	Ellis Winter Grain Tour-Bardwell
5/14, 15	TCAAA Annual Industries Meeting-Waco
5/16	TDA Training-Waxahachie
5/22	Waxahachie ISD Ag Awareness Day-Waxahachie

Mark Arnold**Name****County Extension Agent - Agriculture****Title****Ellis****County****5/1/18****Date**

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: April 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/5	Waxahachie-Italy-Return-Producer consult/Appraisal District Ag Advisory meeting	107		
4/10	Waxahachie-Waco-Return-TCAAA Annual Industries meeting	139		
4/13	Waxahachie-Bardwell-Producer Consult-Result Demo	36		
4/17	Waxahachie-Waco-Return- Blackland Income Growth meeting/4-H Livestock Judging Practice	126		
4/18	Waxahachie area-TDA Private Applicator Training/project selection/4-H Livestock Judging Practice	37		
4/20	Waxahachie-College Station Area- District 8 Livestock Judging Contest	163		
4/21	College Station-Waxahachie-District 8 Livestock Judging Contest	172		
4/24	Waxahachie-Athens-Return-District In-Service Training/New Landowners Educational Program	144		
4/25	Waxahachie-Ennis-Return-Consult with City of Ennis Officials	29		

953

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: 5/1/18 Signed: Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 1033

Selected major activities since last report**April 2018**

- 4/3 Gardening Program, Pettigrew Academy; **22 participated**. Program focused on planting seeds.
- 4/4 Nutrition Update, Hillsboro. Latest nutrition information.
- 4/6 Better Living for Texans Nutrition Program; **8 attended**. Program focused on increasing fruit and vegetable intake.
- 4/10 Haven of Hope, Ennis. Information on location of a raised bed garden for the clients.
- 4/11 Better Living for Texans Nutrition Program; **12 attended**. Program focused on saving money at the grocery store.
- 4/12 Diabetes Program/Cooking Class; **31 attended**. Program focused on counting carbohydrates for those with type 2 diabetes and 3 “diabetic friendly” recipes/samples.
- 4/13 Better Living for Texans Nutrition Program; **6 attended**. Program focused on Nutritious Snacks.
- 4/14 Haven of Hope, Ennis. Commissioner Lane Grayson and **3 others** assisted in building a raised bed for gardening at the facility.
- 4/17 City of Waxahachie Health Fair; **150 attended**. Display and materials presented focused on “Sugar Shockers” and hidden sugar in foods.
- 4/18 Family and Community Health Committee Meeting; **5 attended**. Planning for diabetes education program in May and other programs.
- 4/19 Master of Memory, Ennis; 21 attended. Program focused on types of memory, why we can and cannot remember information, etc.
- 4/20 Better Living for Texans Training; focused on programming, possible audiences.
- 4/24 Path to the Plate Training, Athens; training focused on teaching public the ‘path’ from the agriculture fields to the dinner table.
- 4/25 Better Living for Texans Nutrition Program; **12 attended**. Program focused on nutritious snacks.

- 4/26 Master of Memory, Ennis; **20 attended**. Program focused on strategies to assist with memory.
- 4/28 "Sugar Shockers" presentation and display, Red Oak Middle School. **300 attended**. Program focused on sugar snacks/foods that are regularly eaten.

Major Programs/Activities for Next Month:

- 5/2/18 Better Living for Texans Nutrition Class, Ennis
- 5/3/18 Master of Memory Class, Ennis
- 5/5/18 District 8 4-H Roundup Contest, Reisel
- 5/8/18 Ellis County Wheat Tour
- 5/10/18 Master of Memory Class, Ennis
- 5/10/18 Diabetes Program/Cooking Demonstrations
- 5/15/18 Master of Wellness Volunteer Meeting
- 5/17/18 Master of Memory Class, Ennis
- 5/18/18 District Texas Extension Association of Family & Community Health Agents,
Waco
- 5/18/18 Better Living for Texans Training
- 5/22/18 Ag Awareness Day
- 5/25/18 Family & Community Health Strategy Meeting

Educational Programming:

Programs	11
Participants	587

Educational Contacts:

Site Visits-FCH	18
Telephone	72
Office Visits	25
E-mails	2150
Newsletters/Letters	1075

Media Outreach:

News Releases	4
Website	483
Facebook	8

Rita Hodges

Name

County Extension Agent - Family & Community Health

Title

Ellis

County

5/1/18

Date

The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Rita Hodges
 COUNTY: Ellis

TITLE: County Extension Agent - Family & Community Health
 MONTH: April 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
4/2	Waxahachie, Red Oak (distribute Better Living for Texans newsletters, diabetes education, 4-H)	41		
4/3	Waxahachie (Senior Center, deliver newsletters, deliver flyers for diabetes program, Better Living for Texans)	35		
4/4	Hillsboro, Waxahachie (Nutrition Training, Better Living for Texans, 4-H Youth Expo Wrap up)	102		
4/5	Waxahachie (Presbyterian Children's Home, Better Living for Texans, 4-H, Youth Expo Wrap up)	22		
4/6	Waxahachie (Better Living for Texans program, Senior Center)	14		
4/9	Red Oak, Waxahachie (deliver Better Living for Texans newsletter, 4-H, diabetes education)	44		
4/10	Ennis, Waxahachie (Haven of Hope, Better Living for Texans newsletters, 4-H)	61		
4/11	Red Oak, Waxahachie (Diabetes Cooking Class preparation, Better Living for Texans, Master Wellness Volunteers)	45		
4/12	Waxahachie (Diabetes program/Cooking Class, Better Living for Texans, 4-H)	45		
4/13	Waxahachie (Better Living for Texans program, Senior Center)	16		
4/14	Ennis (Haven of Hop-put in raised garden bed, Better Living for Texans)	43		
4/16	Waxahachie (Better Living for Texans, Master Wellness volunteers, preparation for City of Waxahachie Health Fair)	17		
4/17	Belton, Waxahachie (City of Waxahachie Health Fair, Judge District 8 4-H Fashion Show)	231		
4/18	Waxahachie (Family & Community Health Committee Meeting, Master Wellness Volunteers, 4-H, Better Living for Texans)	19		
4/19	Ennis, Red Oak, Waxahachie (diabetes education, Master Wellness Volunteers, Better Living for Texans)	78		
4/20	Waxahachie (Better Living for Texans, nutrition program Senior Center)	12		
4/23	Ennis, Waxahachie (Senior Housing Authority, 4-H, nutrition program, Better Living for Texans)	55		

	Training)		
4/25	Waxahachie (Master Wellness Volunteers, 4-H, Better Living for Texans)	13	
4/28	Red Oak (School Health Fair)	26	
4/30	Midlothian, Waxahachie (Diabetes Education, 4-H, Better Living for Texans, Master of Memory preparation, Manna House)	52	
	Total	1033	

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: May 1, 2018

Signed:

Rita M. Hodges

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

RECEIVED

MAY 09 2018

ELLIS COUNTY
AUDITOR

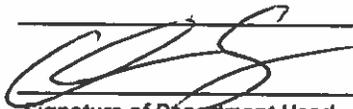
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Fund Balance	23,665.50

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	23,665.50


Signature of Department Head

May 9, 2018
Date Signed

010 / SO
Department

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

APPROVED THIS _____ DAY OF _____, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spaulink 5/10/18



**CERTIFICATION OF
BUDGET TRANSFER**

Ellis County

DATE: _____

The commissioners court certifies that the expenditure is necessary, due to grave public necessity, to meet and unusual and unforeseen condition which could not have been included in the original adopted budget through the use of reasonable diligent thought and attention.

The court shall file a copy of its order amending the budget with the county clerk and the clerk shall attach the copy to the original budget.

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.010.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

Approved this _____ day of _____, 2017/2018

_____ County Judge

_____ Commissioner Precinct #1

_____ Commissioner Precinct #2

_____ Commissioner Precinct #3

_____ Commissioner Precinct #3

County Clerk: _____

rd

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

MAY 03 2018

ELLIS COUNTY
AUDITOR

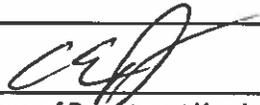
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Fund Balance	768.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	768.00


 Signature of Department Head April 30, 2018 010 / SO
 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: DeVonda Spaulden 5/7/18

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

F3

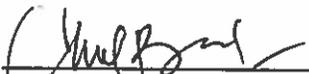
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0140-50558-00000-000	Contingencies/Reserve	17,483.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0035-50868-00000-000	Contract Services	10,600.00
001-0035-50808-00000-000	Auto Gas/Oil	1,800.00
001-0035-50884-00000-000	Auto Insurance	573.00
001-0035-50703-00000-000	Telephone	4,150.00
001-0035-50601-00000-000	Travel Reimbursement	360.00



 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:

DeVimale Spurr Lark 5/16/18

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

F4

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0510-50874	Docket Books / Printing (820.05)	\$ 500.00 (360.05)
001-0510-50805	Conference (903.34)	\$ 500.00 (403.34)
001-0510-5062 50602	Staff Travel (700.00)	\$ 600.00 (100.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0510-50873	MAINT/REPAIRS office (for copier costs) + flashlight EJH	\$ 1500.00

[Signature]
Signature of Department Head

5/4/2018
Date Signed

ISD1 Ellis County
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

DeVonde Spivey 5/17/18



AGENDA ITEM SP1
Ellis County Commissioners' Court
May 22, 2018



SHORT TITLE:

Simplified plat of Bardwell South Addition, Lot 1

LEGAL CAPTION:

Consider and act on a request for a simplified plat of Bardwell South Addition, Lot 1. The property contains ± 1.8953 acres of land in the R.M. Williamson Survey, Abstract No. 1108 located south of F.M. 984 and ±2,300 feet west of North Anthony Road, Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Roldofo A. and Criselda Vicencio



PURPOSE:

The applicants wish to create a legal lot of record for this property. There is an existing home on the site.



HISTORY:

There is no other subdivision history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

F.M. 984 has a total right-of-way dedication of 80 feet. Additional right-of-way is not required for this farm-to-market road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us
📞: 972-825-5200
🌐: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



 Subject Property: Parcel ID: 226906



AGENDA ITEM SP2
Ellis County Commissioners' Court
May 22, 2018



SHORT TITLE:

Simplified plat of Shaw Burges Addition, Lots 1-2, Block 1

LEGAL CAPTION:

Consider and act on a request for a simplified plat of Shaw Burgess Addition, Lots 1-2, Block 1. The property contains ± 14.252 acres of land in the F.M. Woodard Survey, Abstract No. 1120 located south of Wilson Road and ± 725 feet west of Old Boyce Road, in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

Hachie Properties, LLC and A. Garrett Real Estate



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots along Wilson Road. Both lots will have approximately ± 6.9 acres each.



HISTORY:

The City of Waxahachie approved this plat on April 2, 2018. There is no other history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

This plat shows a total right-of-way dedication of thirty (30) feet along the centerline of both Wilson Road. This plat shows the necessary right-of-way dedication for this road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us
☎: 972-825-5200
🌐: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



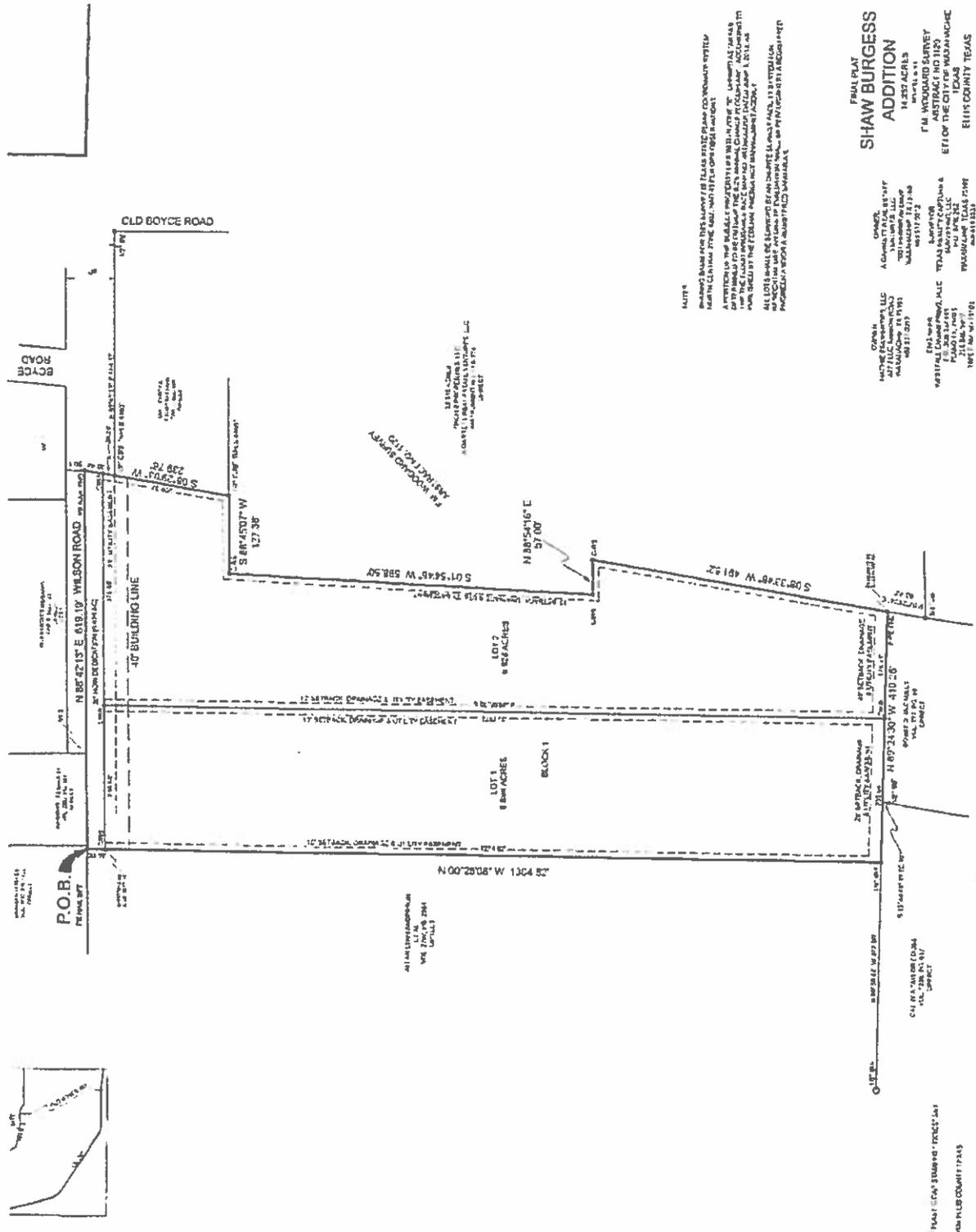
 Subject Property: 192151

ATTACHMENT NO. 2



DEPARTMENT OF DEVELOPMENT
Ellis County

☐: dod@co.ellis.tx.us
☎: 972-825-5200
🌐: co.ellis.tx.us/dod



FINAL PLAT
SHAW BURGESS
ADDITION
14.227 ACRES
G.M. WOODWARD SURVEY
ABSTRACT NO. 1150
T.20S. R.10E. S.11W.
ELLIS COUNTY TEXAS

OWNER:
A. GARDNER & SONS, INC.
1300 WILSON ROAD
WILSON, TEXAS 75794
409.331.2073

PREPARED BY:
WESTALL CONSULTING, LLC
2110 W. WILSON ROAD
WILSON, TEXAS 75794
409.331.2073

NOTE:
READER'S SHOULD BE AWARE THAT THIS SURVEY IS BASED UPON THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY CLERK OF ELLIS COUNTY, TEXAS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAS FOUND THAT THE RECORDS OF THE COUNTY CLERK OF ELLIS COUNTY, TEXAS, ACCURATELY REFLECT THE ACTUAL SURVEYED PROPERTY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED PROPERTY AND HAS FOUND THAT THE RECORDS OF THE COUNTY CLERK OF ELLIS COUNTY, TEXAS, ACCURATELY REFLECT THE ACTUAL SURVEYED PROPERTY.



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod



AGENDA ITEM 1.1
Ellis County Commissioners' Court
May 22, 2018



SHORT TITLE:

Replat of Rutherford Crossing Addition, Lots 76 and 98.

LEGAL CAPTION:

Consider & act upon a replat of Lots 76 and 98 of Rutherford Crossing Addition into Lots 76R and Lot 98R. The property contains ± 4.2984 acres of land located between Woodridge Road and Honeytree Circle, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT(S):

Thomas and Teresa Martin and Tamera Mitchell



PURPOSE:

The applicants are requesting to adjust the property line between two (2) lots. The proposed Lot 98R is gaining additional ± 0.21 acres of land from Lot 76. The proposed Lot 76R will have ± 2.1471 acres, and Lot 98R will have ± 2.1513. The lot frontage will remain the same.



HISTORY:

The Commissioners' Court initially approved the plat in 1984-1985 and filed under Cabinet B, Slide 193. The City of Waxahachie approved this plat on April 10, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The previously-approved plat showed all the necessary right-of-way dedication. No new right-of-way dedications are required.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on April 17, 2018, and the Waxahachie Daily Light on April 26, May 6, and May 13, 2018. A total of ninety-two (92) property owner notifications were sent, with fifty-four (54) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this replat, as presented.



ATTACHMENTS:

1. Aerial Map
2. Replat
3. Public Notices

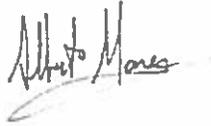


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



SUBJECT PROPERTY: PARCEL ID 154510 & 154588



ATTACHMENT NO. 3



GateHouse Media[®]Classifieds

Search Classifieds



To be published 3 times in The Waxahachie Daily Light, Sunday, April 26, May 6 and 13, 2018. **ATTENTION! PUBLIC NOTICE**
An application has been filed with the Ellis County Department of Development to re-plat, lots 76 (1034 Woodridge Road) and 98 (103 Honeytree Circle), located in Rutherford Crossing Addition, a subdivision in Ellis County, Texas., the replat will create lot 76R (2.14171 acres), and lot 98R (2.1513 acres). The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W Main St, Waxahachie, Texas at 10:00 A.M., May 22, 2018.

Post Date: 04/29 12:00 AM

Refcode: #The Daily Light 00091500

[Print](#)



AGENDA ITEM 1.2
Ellis County Commissioners' Court
May 22, 2018



SHORT TITLE:

Replat of Grande Casa Ranchitos, Lot 29B.

LEGAL CAPTION:

Consider & act upon a replat of Lot 29B of Grande Casa Ranchitos and a portion of ± 121 acres from the M.D. Bullion Survey, Abstract No. 166, into Grande Casa Ranchitos Lots 29B and Lot 29C. The property contains ± 38.3 acres of land located on the east side of Grande Casa Road ± 3,000 feet south of FM 66, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Mariano and Kelli Lerma



PURPOSE:

With the acquisition of additional property towards the rear, the applicants are requesting to adjust property lines and creating an additional lot to form a total of two (2) lots. The newly proposed Lot 29B will have ± 17.67 acres, and the proposed Lot 29C will have ± 20.527 acres.



HISTORY:

The Commissioners' Court initially approved the plat for Grande Casa Ranchitos on December 9, 1969. There is no other history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The previously-approved plat showed all the necessary right-of-way dedication. No new right-of-way dedications are required.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on April 25, 2018, and the Waxahachie Daily Light on April 29, May 6, and May 13, 2018. A total of fourteen (14) property owner notifications were sent, with eight (8) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

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



ATTACHMENTS:

1. Aerial Map
2. Replat
3. Public Notices



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1



SUBJECT PROPERTY PARCEL ID 150471 & 180851



ATTACHMENT NO. 3



Search Classifieds



To be published 3 times in The Waxahachie Daily Light, Sunday, April 29, May 6 and 13, 2018. **ATTENTION! PUBLIC NOTICE**
An application has been filed with the Ellis County Department of Development to re-plat, lot 29, located in Casa Grande Ranchitos, First Installment, a subdivision in Ellis County, Texas, the replat will create lot 29B (17.670 acres), and lot 29C (20 527 acres). The address is on 501 Grande Casa Road, Waxahachie. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W Main St, Waxahachie, Texas at 10:00 A.M., May 22, 2018.

Post Date: 04/29 12:00 AM

Refcode: #The Daily Light 00091590 Print



AGENDA ITEM 1.3
Ellis County Commissioners' Court
May 22, 2018



SHORT TITLE:

Replat of Buena Vista Heights, Lot 9.

LEGAL CAPTION:

Consider & act upon a replat of Lot 9 of Buena Vista Heights into Lots 9A and 9B. The property contains ± 9.9791 acres of land located south of FM 1446 ± 950 feet east of Hoyt Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Danny Scroggins



PURPOSE:

The applicant is requesting to divide this existing lot into two (2) lots. The proposed Lot 9A will have ± 6.743 acres, and Lot 9B will have ± 3.002.



HISTORY:

The Commissioners' Court initially approved the plat for Buena Vista Heights on April 13, 1998. The City of Waxahachie approved this plat on April 2, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The Master Thoroughfare Plan designates FM 1446 as a principal arterial requiring a right-of-way dedication of 100-130 feet. The replat shows an additional right-of-way dedication of 20 feet to comply with the Master Thoroughfare Plan.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on April 19, 2018, and the Waxahachie Daily Light on April 29, May 6, and May 13, 2018. A total of fifteen (15) property owner notifications were sent, with seven (7) certified signed receipts returned. To date, the Department staff has not received any inquiries regarding this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



RECOMMENDATION:

Staff recommends approval of this replat, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod



ATTACHMENTS:

1. Aerial Map
2. Replat
3. Public Notices

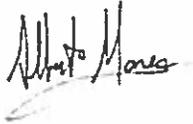


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



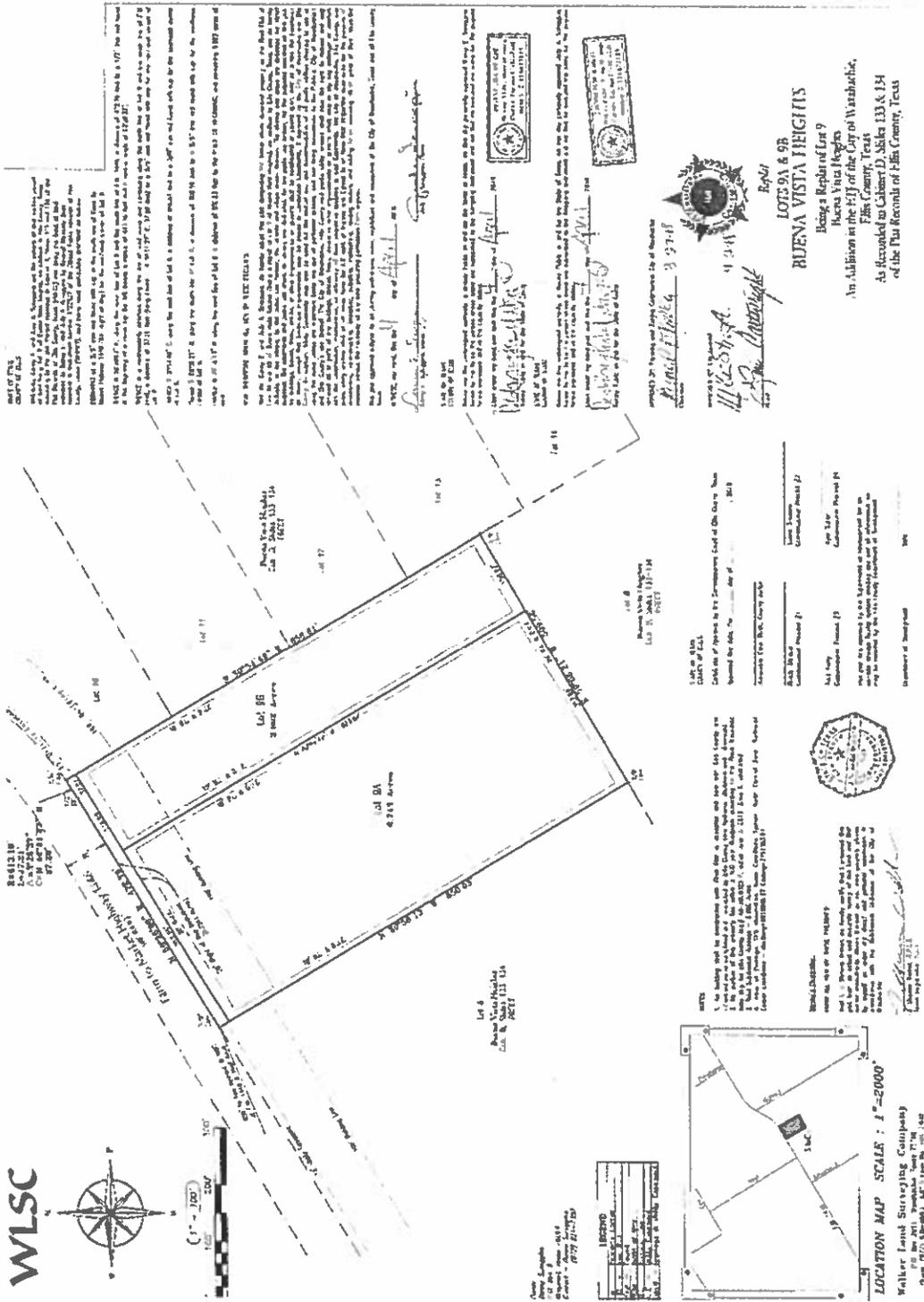
ATTACHMENT NO. 1



SUBJECT PROPERTY Parcel ID 207864



ATTACHMENT NO. 2





ATTACHMENT NO. 3



Search Classifieds 🔍

To be published 3 times in The Waxahachie Daily Light, Sunday, April 29, May 6 and 13, 2018 **ATTENTION! PUBLIC NOTICE**
An application has been filed with the Ellis County Department of Development to re-plat, lot 9, located in Buena Vista Heights, a subdivision in Ellis County, Texas, the replat will create lot 9A (6.743 acres) and lot 9B (3.002 acres). The address is 3300 FM 1446 Branch, Waxahachie. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 10:00 A.M., May 22, 2018. ★

Post Date: 04/29 12:00 AM

Refcode: #The Daily Light 00091589 🖨



AGENDA ITEM 1.4
Ellis County Commissioners' Court
May 22, 2018



SHORT TITLE:

Preliminary plat of H & B Estates, Lots 1 -13

LEGAL CAPTION:

Consider and act on a request for a preliminary plat of H & B Estates, Lots 1-13. The property contains ± 25.524 acres of land in the J.W. Baker Survey, Abstract No. 35 located north of Ewing Road ± 4,800 feet west of FM 983, Ferris, Road & Bridge Precinct No. 1.



APPLICANT:

Melissa Barrington and Andrew Garrett



PURPOSE:

The applicant wishes to subdivide this property into thirteen (13) lots to create a residential subdivision. The remaining ± 14.787 acres will remain unplatted at this time.



HISTORY:

There is no other history associated with this property.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Although there are no thoroughfares shown in the vicinity of this proposed development, a right-of-way dedication of thirty (30) feet for Ewing Road is shown to convert this road from a prescriptive right-of-way and dedicated easements into a right-of-way dedication.



ANALYSIS:

This plat meets all the requirements outlined in the adopted regulations.



ATTACHMENTS:

1. Location Map
2. Preliminary Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
: co.ellis.tx.us/dod



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1



 Subject Property: PARCEL ID 179393



AGENDA ITEM 1.5
Ellis County Commissioners Court
May 22, 2018



SHORT TITLE:

Second residence variance for property at 637 Saralvo Road, Midlothian.

LEGAL CAPTION:

Consider and act upon a request to grant a one-time variance from Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property with less than two (2) acres and connecting it to an on-site sewage facility. The property contains ± 1.92 acres of land located east of Saralvo Road ± 575 feet south of Ralston Lake Road in Lot 2 of the unrecorded Nod Hill Estates (commonly known as 637 Saralvo Road) in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT(S):

Dennis Hatley



PURPOSE:

The applicant is requesting a variance to Section 10 of the Ellis County Septic Order to allow a secondary dwelling unit on property containing approximately ± 1.92 acres and connecting it to an existing onsite sewage facility. The applicant has stated the need for this additional housing unit is desired the elderly parents to move in (see Attachment No. 1).

Under the current regulations, each additional dwelling unit on the same property requires an additional acre. With the current size of the property, the desired variance request is for 0.08 acres (± 3,500 square feet). The property owner recently applied for a new septic system for the existing home and designed it to include an additional habitable structure.



HISTORY:

Currently, there are approximately twenty (22) existing lots. These "lots" were not platted as the property was sold off by metes and bounds many years ago known as Nod Hill Estates. No other variance or subdivision history exists for this property.



OTHER RELEVANT INFORMATION:

Section 10 (F) of the Septic Order reads as follows: *All platted or created subdivisions of single-family dwellings using individual on-site sewage facilities for sewage disposal shall have lots of at least one (1) acre.*



Excerpts from Texas Administrative Code, Chapter 285

Chapter 285.3 (h) Variances.

The appropriate permitting authority may consider requests for variances from provisions of this chapter on a case-by-case basis.

- (1) *A variance may be granted if the owner, or a professional sanitarian or professional engineer representing the owner, demonstrates to the satisfaction of the permitting authority that conditions are such that equivalent or greater protection of the public health and the environment can be provided by alternate means. Variances for separation distances shall not be granted unless the provisions of this chapter cannot be met.*
- (2) *Any request for a variance under this subsection must contain planning materials prepared by either a professional sanitarian or a professional engineer (with appropriate seal, date, and signature)*



ANALYSIS:

The applicant has sought to purchase additional acreage from the adjacent property, but doing so would place those properties out of compliance with the existing regulations. If this variance is approved, it will allow for only one (1) new shop with residential apartment under the family variance requirement (up to four maximum allowed).



RECOMMENDATION:

Staff recommends **approval** of this variance to Section 10 of the Septic Order, subject to the following conditions:

- 1) A registered sanitarian shall determine the capacity exists to handle this request.
- 2) Design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units in the event the existing system fails.
- 3) A third detached housing structure shall not be placed on the current site unless it meets the current requirements at the time of permitting.
- 4) No other family member besides the current occupant of the second housing unit may reside in it.
- 5) The property owner and existing individual family member living in the secondary dwelling unit shall register with the Department of Development under the "family variance" provision.



- 6) Any splitting of this property in the future shall meet the current subdivision regulations in place at the time of permitting.



ATTACHMENTS:

1. Applicant's Request
2. Draft Order

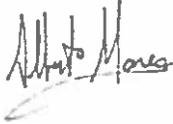


PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1

Lisa Yates

To: Daniel Huskins
Subject: RE: 637 SARALVO ROAD, MIDLOTHIAN

> On Apr 26, 2018, at 11:54 AM, Lisa Yates <lisa.yates@co.ellis.tx.us> wrote:

>

> Property id # 152936

>

>

>

>

>

> My name is Sharon Hatley. I'm writing to ask you for approval for a variance to install an aerobic system for my property. My parents are 88 and 90 years old and live in Amarillo Texas currently. We are building a shop/home on the back part of our property for them to live their final days. My father has worsening dementia and it is imperative i move him down here to take care of him and my mother. Please let me know what i need to do in order to get this approval as quickly as possible.

>

> My contact information can be found below.

>

>

>

>

> Thank you so much for your assistance!

>

>

>

> Sharon Hatley

>

> (214) 577-0573

>

> 637 Saralvo road

>

> Midlothian, TX 76065

>

> Dshatley1@aol.com



ATTACHMENT NO. 2

COMMISSIONERS COURT OF ELLIS COUNTY

ORDER NO. _____

On this the 22nd day of May 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Carol Bush

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION 10 (AMENDMENTS) OF ELLIS COUNTY ORDER 182.11 (SEPTIC ORDER) TO ALLOW A SECOND RESIDENTIAL DWELLING STRUCTURE ON PROPERTY WITH LESS THAN TWO (2) ACRES AND CONNECTING IT TO AN ON-SITE SEWAGE FACILITY. THE PROPERTY CONTAINS ± 1.92 ACRES OF LAND LOCATED EAST OF SARALVO ROAD ± 575 FEET SOUTH OF RALSTON LAKE ROAD IN LOT 2 OF THE UNRECORDED NOD HILL ESTATES (COMMONLY KNOWN AS 637 SARALVO ROAD) IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 1., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commissioners' Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY TEXAS, THAT:



SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property having less than two (2) acres and connecting it to an on-site sewage facility apply and are set forth above are incorporated into the body of this order as if fully set forth herein and 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 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property with less than two (2) acres and connecting it to an on-site sewage facility, subject to the following conditions:

- 1) A registered sanitarian shall determine the capacity exists to handle this request.
- 2) Design for a new on-site sewage facility system shall be submitted for review simultaneously with the building permit for the secondary dwelling units in the event the existing system fails.
- 3) A third detached housing structure shall not be placed on the current site unless it meets the current requirements at the time of permitting.
- 4) No other family member besides the current occupant of the second housing unit may reside in it.
- 5) The property owner and existing individual family member living in the secondary dwelling unit shall register with the Department of Development under the "family variance" provision.
- 6) Any splitting of this property in the future shall meet the current subdivision regulations in place at the time of permitting.

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

SECTION 4. SEVERABILITY CLAUSE

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court



hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22ND DAY OF MAY, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map & Survey



Subject Property

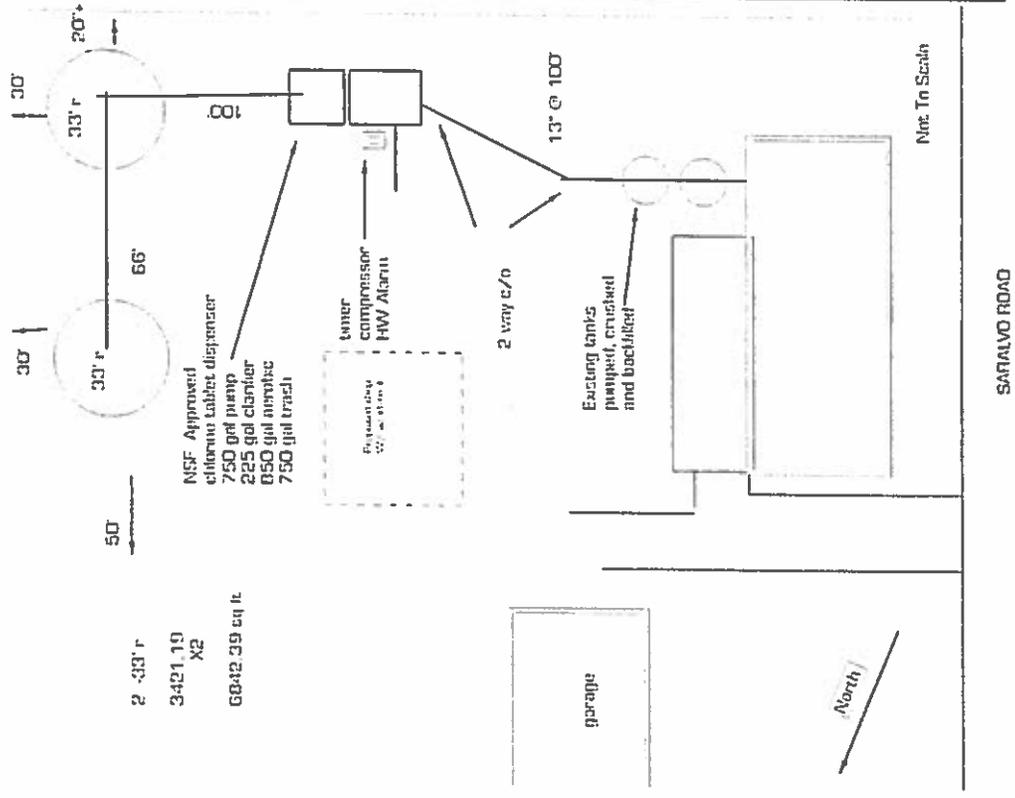


License # 04251801
 Date Inspected 05/01/18
 Inspector Daniel Huskins OS0019834
 Approved Failed
 TYPE: H2O Aerobic
 SERIAL #: 37LD00366

OWNER: Dennis Havley
 ADDRESS: 637 Saralvo Road

CHECK LIST FOR FINAL SEPTIC INSPECTIONS

- DISTANCES**
 Distance from house foundation - Tanks minimum distance 5 ft. Conventional Drip or Low Pressure Dosing and Infiltrator or Bio-Defuser Panels, minimum 5 ft. from property line. Spray heads with Aerobic systems located to spray at low angle - 10 ft. of property line with a timer or 20 ft. without a timer. Verify correct distance to property line, water lines, wells, lakes, drainage ditches, etc.
- DROP OR FLOW LINE**
 Maximum drop on conventional line is 4" at 100 feet. Out flow line on conventional systems minimum 12" drop to field. Drop on in-line from house to tanks. Minimum of 1/8 inch per foot.
- BEDDING AND BACKFILLING**
 Bedding and back fill material must be on location at time of inspection. Tanks in rocky soil. Bed tanks with sand or pea gravel (4" under and around tanks). Conventional lines backfill with sand or sandy loam. Shredded tire chips 3/4" to 2" diameter. Back fill tanks w/sand or sandy loam. Gravel for septic lines 3/4" to 2" diameter. Infiltrator or Bio-Defuser panels must be kept 1" of level. Backfill with soil types 1b, II or III.
- MISC.**
 Electrical wiring - required 12 gauge wire or greater. (National Electrical Code) Installed in conduit and a junction box. Junction boxes inside pump tank. All weather inspection tag - visible. Tanks - Tees inside tanks. Seal piping in & out of tanks. (Check for possible leaks)





AGENDA ITEM 1.6
Ellis County Commissioners Court
May 22, 2018



SHORT TITLE:

Entrance variance for Pioneer Point, FM 66, Waxahachie.

LEGAL CAPTION:

Consider and act upon a request to grant a one-time variance from Section VIII-B (Street Layout) to allow the encroachment of decorative/landscape features within a County right-of-way. The property contains ± 194.502 acres of land located north side of FM 66 ± 2,300 feet east of Arrowhead Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Kars Tamminga



PURPOSE:

The applicant is requesting a variance to the eighth paragraph of Section 8 of the Rules & Regulations to allow concrete columns within the county right-of-way as part of a decorative entrance into the Pioneer Point subdivision. The proposed design will closely mirror that found in Exhibit B of the attached Draft Order. This right-of-way for this subdivision's enhanced entryway feature has a width of eighty-two (82) along with pavement widths of twenty-two (22) along both sides of the proposed columns.



HISTORY:

A preliminary plat for Pioneer Point was approved by the Commissioners' Court in March 2015 for a total of 150 lots. A final plat for Phase 1 & Phase 2 is pending submittal.



OTHER RELEVANT INFORMATION:

Excerpts from Rules & Regulations,

5-Q DECORATIVE/LANDSCAPED SUBDIVISION ENTRANCE(S)

In those subdivisions where a decorative and/or landscaped entrance(s) is provided, it is understood that these decorative and/or landscaped entrances **shall not be dedicated to the county, nor will the county provide any upkeep or maintenance to these entrances.** In the event that these entrances become damaged, unsightly, or a hazard to traffic, at the option of the Precinct Commissioner, they may be removed with the county suffering no liability for this removal.



8-B STREET LAYOUT (eight paragraph)

No squares, "islands," or other obstructions to traffic shall be reserved or constructed within the street right-of-way of the subdivision. Flared entrances to subdivisions shall be provided to accommodate access by large trucks

Section XI (B) outlines the criteria below for granting relief from the rules and regulations.

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



ANALYSIS:

As there is currently no regulations or procedures in place for right-of-way encroachments, a variance only means to present this request.

Previous designs featured a horizontal element that crossed over the actual roadway, which brought about several safety concerns, but after consulting with the County Engineer, that element has been removed. This revised conceptual design, without the horizontal component, has been reviewed and signed-off by the County Engineer, pending submittal of applicable engineering plans.

Section 5-Q states that this enhanced entryway features shall never be dedicated or maintained by the County. Also, it gives the precinct commissioner the authority to remove it if it causes a traffic hazard or becomes damaged.



RECOMMENDATION:

Staff recommends **approval** of this variance to Section VIII-B (Street Layout), subject to the following conditions:

- 1) The design of the proposed enhanced entryway features shall closely mirror the design found in Exhibit B of the attached Order.



- 2) The plans shall be submitted to the County Engineer for their review.
- 3) The Plat and Subdivision Restrictions shall contain a statement that Ellis County will never accept or maintain the enhanced entryway feature.
- 4) The Plat and Subdivision Restrictions shall contain a statement that the enhanced entryway feature shall be maintained in perpetuity by the owners in the subdivision and shall contain a mechanism for assessing the owners to produce adequate revenue for perpetual maintenance. The provisions for perpetual maintenance shall be submitted with the Plat or development for review.
- 5) The Owner and/or Developer is required to form a homeowner's association with assessment authority. Membership in the association shall be mandatory for each lot owner of the private subdivision. The association shall be responsible for the maintenance of the enhanced entryway feature and other private amenities in the subdivision.



ATTACHMENTS:

1. Applicant's Request
2. Draft Order



PREPARED AND SUBMITTED BY:

Lisa Yates
Subdivision Coordinator



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1

May 10, 2018

Ellis County Commissioners Court
c/o Ellis County Department of Development
109 South Jackson
Waxahachie, Texas 75165

Re: Request for Variance relating to Sections 5J and 5Q of the Rules,
Regulations, and Specifications for Subdivisions and Manufactured Homes

Subdivision: Pioneer Point

Dear Sirs:

This letter will serve as a request by Pioneer Point Farms, LLC ("Owner") for a variance and approval as to the location of the entrance monuments and features (the "Entrance Feature") for the Pioneer Point, an addition to Ellis County Texas (hereafter the "Subdivision") located on Farm-to-Market 66 ("FM 66"). A portion of the real property making up the Subdivision is also located in the extraterritorial jurisdiction ("ETJ") of the city of Waxahachie, Texas (the "City").

This request is made in connection with Section 5-Q (relating to Decorative/Landscaped Subdivision Entrances) of the Ellis County Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes (hereafter the "Subdivision Regulations") and, to the extent that such entrance feature constitutes a "sign", Section 5-J of the Subdivision Regulations (relating to Signs). Attached hereto as Exhibits "A-1" and "A-2", respectively, are an elevation drawing depicting the Entrance Feature in question and a plat showing the layout of the Entrance Feature in relation to FM 66 and Lonesome Valley.

The Owner hereby requests that, as reflected in the Plat attached hereto as Exhibit "A-2", it be allowed to build, construct, and locate the Entrance Feature within the right-of-way of FM 66. Such construction will be in accordance with the provisions of the Subdivision Regulations. In accordance with the requirements of the County and the City, as well as Section 5-Q of the Subdivision Regulations, the Entrance Feature will not be dedicated to the City or County, and will be cared for and maintained by the Pioneer Point Homeowners' Association for the Subdivision.



DEPARTMENT OF DEVELOPMENT
Ellis County

✉: dod@co.ellis.tx.us
☎: 972-825-5200
🌐: co.ellis.tx.us/dod

The owner would therefore ask that this request be set down for hearing before the Commissioner's Court and that upon such hearing, the Commissioner's Court entering an order approving the locating, building, and constructing of the Entrance Feature within the right-of-way of FM 66, as reflected on Exhibit "A-2" attached hereto.

Sincerely,

PIONEER POINT FARMS, LLC

By: 
KARS TAMMINGA, Manager

cc: James P. Moon
Joseph Jackson - Ellis County Engineering
County Attorney's Office
Michael Scott - City Manager, City of Waxahachie
Shon Brooks - Director of Planning, City of Waxahachie
James Gaertner, City Engineer, City of Waxahachie



ATTACHMENT NO. 2

COMMISSIONERS COURT OF ELLIS COUNTY

ORDER NO. _____

On this the 22nd day of May 2018, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Carol Bush

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS GRANTING A ONE-TIME VARIANCE FROM SECTION VIII-B (STREET LAYOUT) OF THE OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES ALLOWING THE ENCROACHMENT OF DECORATIVE/LANDSCAPE FEATURES WITHIN A COUNTY RIGHT-OF-WAY. THE PROPERTY CONTAINS ± 194.502 ACRES OF LAND LOCATED NORTH SIDE OF FM 66 ± 2,300 FEET EAST OF ARROWHEAD ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commissioners' Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

NOW, THEREFORE BE IT ORDAINED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY TEXAS, THAT:



SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section XI (B) of the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes apply and are set forth above are incorporated into the body of this order as if fully set forth herein and 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 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from Section 10 (Amendments) of Ellis County Order 182.11 (Septic Order) to allow a second residential dwelling structure on property with less than two (2) acres and connecting it to an on-site sewage facility, subject to the following conditions:

RECOMMENDATION:

Staff recommends **approval** of this variance to Section VIII-B (Street Layout), subject to the following conditions:

- 1) The design of the proposed enhanced entryway features shall closely mirror the design found in Exhibit B of the attached Order.
- 2) The plans shall be submitted to the County Engineer for their review.
- 3) The Plat and Subdivision Restrictions shall contain a statement that Ellis County will never accept or maintain the enhanced entryway feature.
- 4) The Plat and Subdivision Restrictions shall contain a statement that the enhanced entryway feature shall be maintained in perpetuity by the owners in the subdivision and shall contain a mechanism for assessing the owners to produce adequate revenue for perpetual maintenance. The provisions for perpetual maintenance shall be submitted with the Plat or development for review.
- 5) The Owner and/or Developer is required to form a homeowner's association with assessment authority. Membership in the association shall be mandatory for each lot owner of the private subdivision. The association shall be responsible for the maintenance of the enhanced entryway feature and other private amenities in the subdivision.

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.



SECTION 4. SEVERABILITY CLAUSE

If any section, paragraph, sentence, phrase, or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22ND DAY OF MAY, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

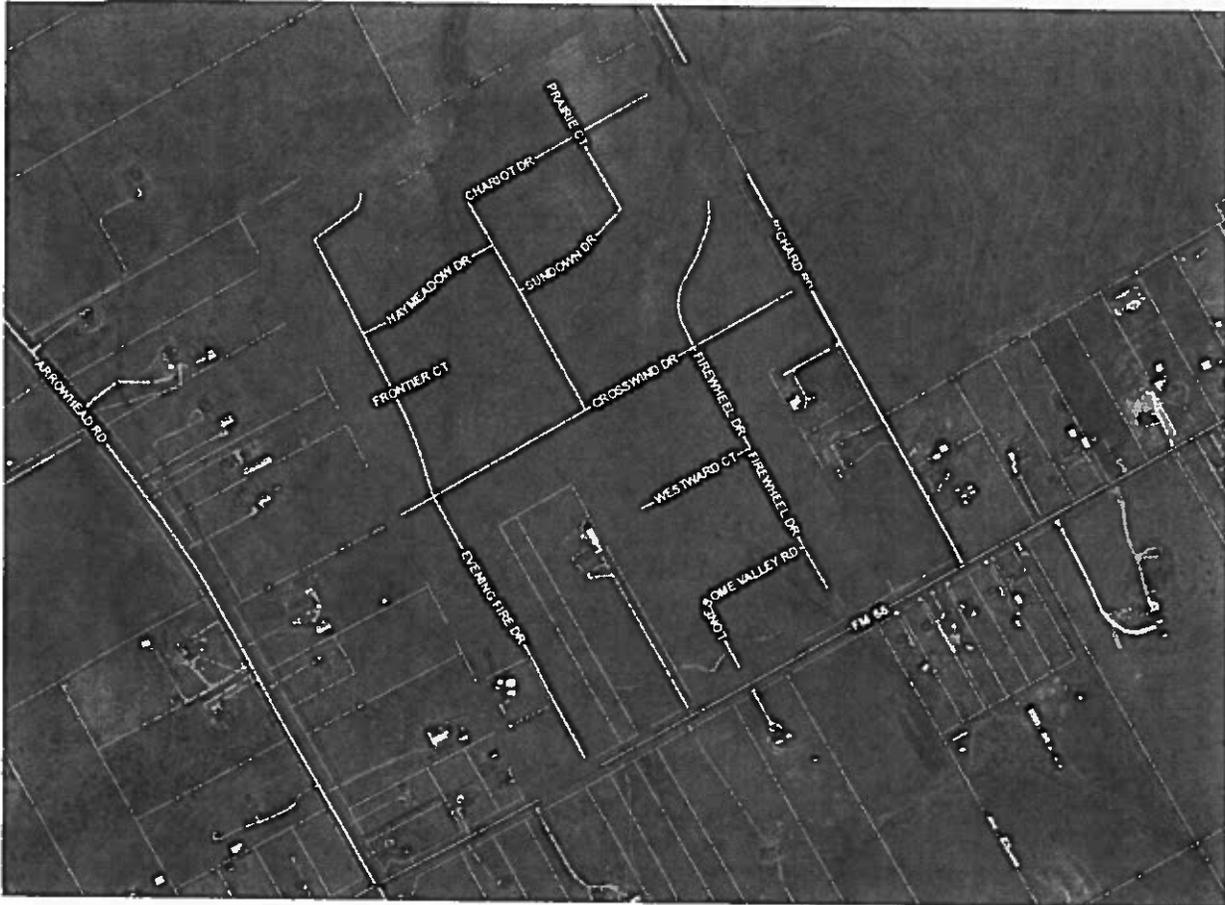
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



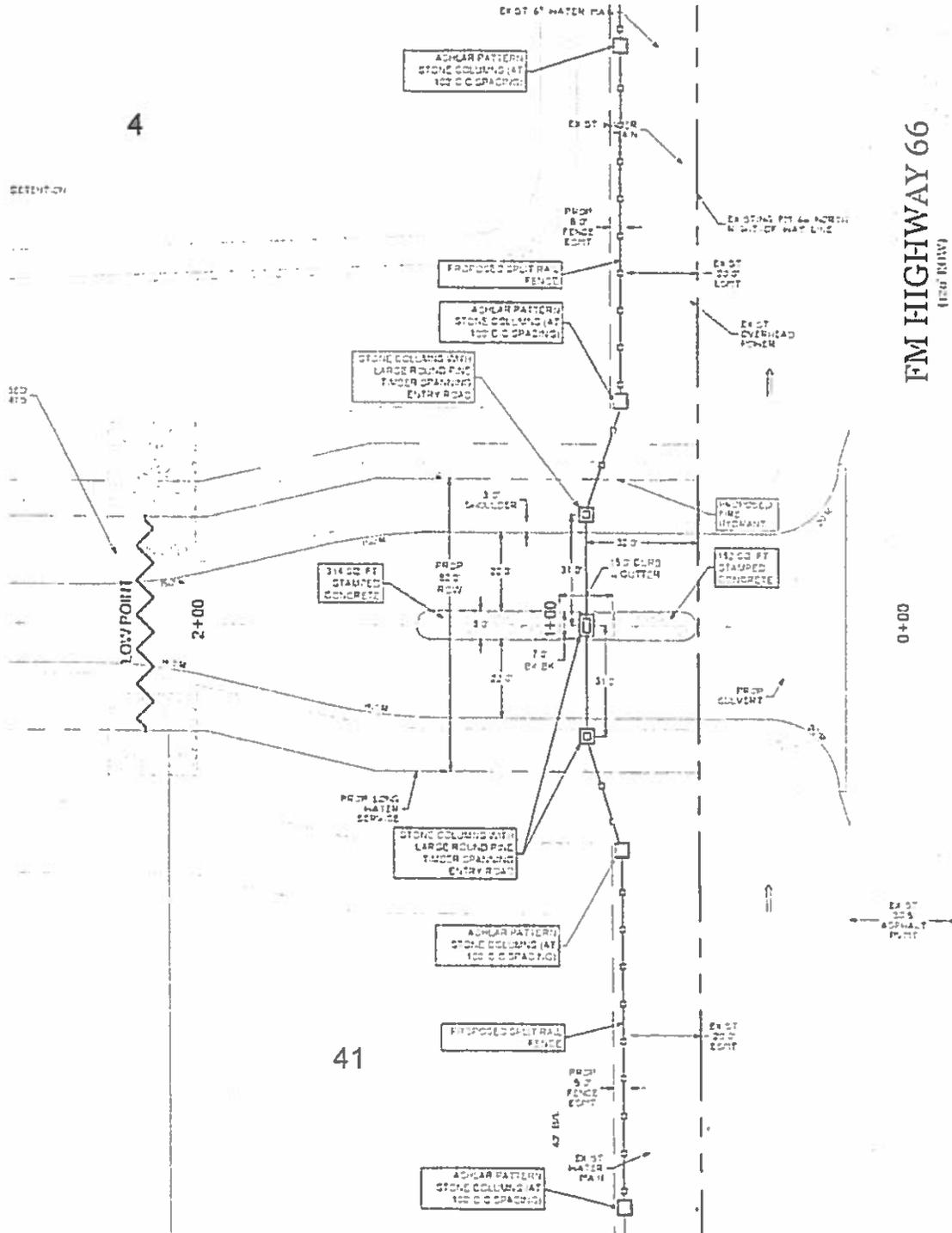
EXHIBIT A
Location Map & Survey



Subject Property



**EXHIBIT B
PROPOSED DESIGN**



FM HIGHWAY 66
(100' R/W)



EXHIBIT C
PROPOSED DESIGN



Happy Trailer Sales LLC
1308 N I-45
Palmer, TX 75152
(972) 845-1003
www.happytrailersales.com

Invoice



BILL TO
Tim Birdwell
Ellis County Fire Marshall
109 S Jackson
Waxahachie, Texas 75165

SHIP TO
Tim Birdwell
Ellis County Fire Marshall
109 S Jackson
Waxahachie, Texas 75165

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
11353	05/14/2018	\$1,575.00	05/14/2018	Due on receipt	

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/14/2018	Palmer:3CVU71214J2575183 2018 PJ 12'X77" Single Axle Utility	1	1,575.00	1,575.00T

All trailer sales are final. Used trailers are sold as is. Warranties are subject to the manufacturer, and Happy Trailer Sales is not liable for any issues related to custom and non-standard options. Customer is responsible for checking lug nuts, tire pressures, & dust caps before each trip. Any deposits or pre-payments are non-refundable. Credit card payments are subject to a 3% convenience fee. Any collection costs due to bad checks or non-payment will be the customer's responsibility. Any parts returns must be made within 7 days of purchase and a 10% restocking fee will apply. Special ordered parts cannot be returned.

SUBTOTAL	1,575.00
TAX (0%)	0.00
TOTAL	1,575.00
BALANCE DUE	\$1,575.00

Customer Signature
Tim Birdwell #3500



**HAPPY TRAILER SALES
LLC (PALMER)**

1308 N I 45
PALMER, TX 75152
9728451003

<https://www.happytrailersales.com>

Cashier: Abe F.

Transaction 000340

Total \$1,575.00
CREDIT CARD SALE \$1,575.00
MASTERCARD 1497

14 May 2018 10:14:36A

\$1,575.00 | Method: EMV

MASTERCARD

XXXXXXXXXXXX1497

TIM BIRDWELL

Ref #: 813400503150

Auth #: 052344

MID: ****4332

AID: A0000000041010

AthNtwkNm: MASTERCARD

SIGNATURE VERIFIED

Online: [https://clover.com/p/
MZDGZJAFVBR1G](https://clover.com/p/MZDGZJAFVBR1G)



MZDGZJAFVBR1G

2.3

EAST TEXAS MACK MUNICIPAL
BUY BACK PROGRAM

REF: ELLIS COUNTY PCT 2

2019 Mack GR64F dump truck with MP-8 445 HP motor and Mack M-drive transmission equipped with a 14 yard OX dump body.

East Texas Mack has agreed to buy back referenced dump truck that meets trade terms from said county 13 months after purchase date for \$117,900. The payment due to BancorpSouth will be in the amount of \$134,476.79 per truck with a qualified bank loan. The balance left is only \$16,576.79 per truck due from the county. This represents a monthly investment of 1,275.14 per vehicle.

This truck can be purchased using TIPS contract #170802.

Sincerely,

Rhett Rieken 5-9-2018

CUSTOMER	DATE	P.O. FOR \$33,153.57 for two trucks
----------	------	-------------------------------------



EAST TEXAS MACK SALES, LLC
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505



DATE: May 2, 2017
 CUSTOMER NAME: ELLIS COUNTY PCT 2
 ADDRESS: 1400 OAK GROVE RD
 CITY/STATE/ZIP: ENNIS, TX 75119
 CONTACT: LANE GRAYSON
 SALESMAN: RHETT RIEKEN

INVOICE NUMBER **2894**

DESCRIPTION	AMOUNT
YEAR/MODEL VIN DESCRIPTION 2019 MACK GRANITE GR64F 1M2GR4GC5KM002894 M-DRIVE HD DUMP WITH OX 14 YARD BODY	\$ 129,900.00
YEAR/MODEL VIN DESCRIPTION 2019 MACK GRANITE GR64F 1M2GR4GC7KM002895 M-DRIVE HD DUMP WITH OX 14 YARD BODY	\$ 129,900.00

FEDERAL EXCISE TAX

SUBTOTAL	<u>259,800.00</u>
EXTENDED WARRANTY	
DELIVERY	
MISC. CREDIT	
EMISSIONS FEE	(587.80)
STATE SALES TAX	(*97 or newer 1%/96 or older 2.5%)
LICENSE & REGISTRATION	
TITLE FEE/INSPECTION	
DOT INSPECTION	80.00
DOCUMENTARY FEE	75.00
DEALER INVENTORY TAX	378.26

TOTAL PRICE 259,745.46

DEPOSIT ON ORDER

ALLOWANCE ON TRADE-IN:
 YEAR/MODEL
 VIN
 DESCRIPTION
 TRADE-IN ALLOWANCE
 BALANCE OWED ON TRADE-IN
 NET ALLOWANCE ON TRADE-IN

AMOUNT DUE 259,745.46

TOTAL PRICE \$ 259,745.46

LIEN HOLDER:
 BANCORP SOUTH EQUIPMENT FINANCE
 P.O. BOX 15097
 HATTIESBURG, MS 39404

SHIP TO:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

7839 of 17507



CITY OF MEXIA
101 S MCKINNEY ST
MEXIA, TX 76667-3228



012040

TEXAS CERTIFICATE OF TITLE

TEXAS DEPARTMENT OF MOTOR VEHICLES

TXDMV

VEHICLE IDENTIFICATION NUMBER: 3FA6P0HD2ER331642

YEAR MODEL: 2014

MAKE OF VEHICLE: FORD

BODY STYLE: 4D

TITLE DOCUMENT NUMBER: 14700141770144709

DATE TITLE ISSUED: 05/29/2014

MODEL: FE

INFO. CAPACITY IN TONS: 3500

WEIGHT: 1114893

PREVIOUS OWNER: DICK SCOTT FORD

ODOMETER READING: 08

CITY OF MEXIA
101 S MCKINNEY
MEXIA, TX 76667

ACTUAL MILEAGE EXEMPT

X _____ SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE

1ST LIENHOLDER

1ST LIEN RELEASED: _____ DATE

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED: _____ DATE

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED: _____ DATE

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE NAMED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

BY _____ AUTHORIZED AGENT

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



LONESTAR TRUCK GROUP | BRYAN
 7575 N HWY 6
 BRYAN, TX 77807
 (979) 778-3640

Buyers Order

DE-10622
 04/19/2018

2.9

Contact: Shane Winkler | Phone: 979-778-3640 | Mobile: 936-661-3829 | Email: shane.winkler@lonestartruckgroup.com

Bill To:
 PROS-0020853
 ELLIS COUNTY PCT. 2
 1400 S Oak Grove Rd
 Ennis TX 75119-6622
 Phone:(972)268-0287
 Email:

Sold To:
 ELLIS COUNTY PCT. 2
 1400 S Oak Grove Rd
 Ennis TX 75119-6622

1HTMMAAN18J690811	Used - 2008 International 4300	\$18,500.00
1HTMMAAN19H164199	Used - 2009 International 4300	\$19,500.00
Total Sales Price		\$38,000.00
Net Sales Price		\$38,000.00
Vehicle Inventory Tax		\$59.63
Fees Other		\$10.00
AMOUNT DUE		\$38,069.63
Cash / Down Payment		-\$0.00
Amount Financed/Cash Due		\$38,069.63

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference. AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE. THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASS'GNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By

Dealer	Name (Printed) _____	Signature _____	Date _____
	Sales Rep (Signature) _____	General Manager's Approval (Signature) _____	Date _____

2.10

LONESTAR TRUCK GROUP | BRYAN
7575 N HWY 6
BRYAN, TX 77807
(979) 778-3640



Invoice
DE-11018
Date
05/16/2018
Purchase Order

Salesperson: Shane Winkler

VEHICLE BILL OF SALE

Bill To:
 PROS-0020982
 ELLIS COUNTY ROAD & BRIDGE PCT.4
 1011 Eastgate Rd
 Midlothian TX 76065-6233
 Phone:(972)825-5305
 Email:

Sold To:
 ELLIS COUNTY ROAD & BRIDGE PCT.4
 1011 Eastgate Rd
 Midlothian TX 76065-6233

1HTMMAAN89H164426 Used - 2009 International 4300	\$19,000.00
Total Sales Price	\$19,000.00
Net Sales Price	\$19,000.00
Vehicle Inventory Tax	\$19,000.00
Fees Other	\$29.81
AMOUNT DUE	\$5.00
Cash / Down Payment	\$19,034.81
Amount Financed/Cash Due	-\$0.00
	<u>\$19,034.81</u>

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of the order acknowledges that he/she has read its terms and conditions and has received a copy of this order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS" DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S). EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By	_____	_____	_____
	Name (Printed)	Signature	Date
Authorized By	_____	_____	_____
	Name (Printed)	Signature	Date

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) "Dealer" shall mean Lonestar Freightliner Group, LLC dba LONESTAR TRUCK GROUP | BRYAN and (b) "Purchaser" shall mean the party executing this Order as such on the face hereof. Dealer and Purchaser are the sole parties to this Order.
2. If a used motor vehicle(s) ("Trade In(s)"), which has been traded in as part of the consideration for the motor vehicle(s) ("Purchased Vehicle(s)") ordered hereunder, is not to be delivered to Dealer until delivery to Purchaser of the Purchased Vehicle(s), Dealer may reappraise the Trade In(s) at that time and such reappraised value shall determine the allowance made for the Trade In(s). If such reappraised value is lower than the original Trade Equity shown on the front of this Order, Purchaser may, if satisfied therewith, cancel this Order, provided however, that such right to cancel is exercised prior to the delivery of the Purchased Vehicle(s) to Purchaser and surrender of the Trade In(s) to Dealer.
3. Purchaser agrees to deliver to Dealer satisfactory evidence of good title to any Trade In(s) to at the time of delivery of the Trade In(s) to Dealer. Purchaser warrants that Purchaser is the sole owner of the Trade In(s) and that the Trade In(s) are being transferred to Dealer free and clear of all liens and encumbrances of any nature whatsoever except as otherwise noted herein.
4. Unless this Order is cancelled by Purchaser in accordance with the provisions of paragraph 2 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the Purchased Vehicle(s) pursuant to the terms of this Order to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a Trade In(s) has been delivered to Dealer as a part of the part of the consideration for the Purchased Vehicle(s), to sell the trade In(s) and reimburse itself out of the proceeds of such sale for any and all expenses or losses which Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
5. Dealer shall not be liable for failure to deliver or any delay in delivering the Purchased Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
6. The price for the Purchased Vehicle(s) does not include Federal Excise taxes, sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
7. Purchaser grants Dealer a purchase money security interest in the Purchased Vehicle(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute and financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute and required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the same on Purchaser's behalf and in Purchaser's stead.
8. Purchaser before or at any time of delivery of the Purchased Vehicle(s) will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order. In the event that Purchaser fails or refuses to execute any required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute same on Purchaser's behalf and in Purchaser's stead.
9. In the event Purchaser seeks to obtain financing to acquire vehicle named on this Purchase Order, Purchaser represents that all material Statements made in the Purchaser's Credit Application, Finance Contracts and all information provided to Dealer or to the Finance Company are True and correct. Any material misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement. Should the purchaser or the Finance Company they contract with fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. Purchaser agrees to promptly return the vehicle if there has been material misrepresentation or full contract price has not been tendered in a prompt manner.
10. PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR DAMAGES FOR: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PURCHASER'S PURCHASE OR USE OF THE PURCHASED VEHICLE(S), WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S).
11. PURCHASER'S ACKNOWLEDGES AND AGREES THAT ANY REPAIR SERVICE PROVIDED BY DEALER ON THE PURCHASED VEHICLE(S) SHALL NOT CREATE ANY WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED VEHICLE(S).
12. This agreement shall be governed by the laws of the State of TEXAS. The prevailing party shall be entitled to recover reasonable attorney's fees and expenses on any action.
13. This agreement constitutes the entire agreement between the parties with respect to the Purchased Vehicle(s). Any Representations, Promises, Warranties, or Statements that differ in any way from the terms of this agreement shall be given no force or effect. This agreement may not be modified except in writing signed by both parties.
14. The undersigned parties RECOGNIZED AND ACKNOWLEDGE THAT THEIR RELATIONSHIP AND BUSINESS DEALINGS AND CONTRACTS INVOLVE INTERSTATE COMMERCE AND hereby submit all controversies, claims and matters of difference to non-binding mediation and binding arbitration in BRYAN, BRAZOS COUNTY, TEXAS in accordance with the Federal Arbitration Act (9 USC §§ 1-16) and pursuant to the Commercial/Business rules and procedures for mediation and arbitration of the American Arbitration Association. This submission and agreement to mediate and arbitrate shall be specifically enforceable. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING SHALL BE CONSIDERED CONTROVERSIES FOR THIS PURPOSE: (1) ALL QUESTIONS RELATING TO THE BREACH OF ANY OBLIGATION, WARRANTY, OR CONDITION HEREUNDER; (2) FAILURE OF ANY PARTY TO DENY OR REJECT A CLAIM OR DEMAND OF ANY OTHER PARTY; AND (3) ALL QUESTIONS AS TO WHETHER THE RIGHT TO MEDIATE OR ARBITRATE ANY QUESTIONS EXISTS. The parties hereto agree to submit all controversies to a one day mediator as a condition precedent to any arbitration proceeding. Arbitration may, thereafter, proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such arbitration proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Federal Arbitration Act. All awards may be filed with the Clerk of the District Court in BRAZOS COUNTY, TEXAS, as a basis for judgment and the issuance of execution for collection and, at the election of the party making such filing, with the clerk of one or more other courts, state or federal.

By Signature hereunder the purchaser acknowledges he has read and agrees to the above terms and conditions.

Purchaser Signature: _____

Date: _____

Application for Ellis County
Emergency Service District Board

Name Albert Garcia Jr
Address Po Box 399
309 College St Italy, Tx 76651
Phone Home 972-921-4112
Work " " "
Mobile " " "
E Mail albertgarciajr@sbcglobal.net
Emergency Service District applying for: ESD #3 Italy

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.

NO

Do you live within this district? 35 yrs How long have you lived in Ellis County? 35 yrs
US Citizen? Yes Registered voter? _____
Current employer City of Dallas Fire Dept
Military Service NO

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

Have you ever been arrested? If yes, give details

NO

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

NO

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

NO

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

NO

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

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?
NO

Please tell us about your business experience and your experience on other boards.
I have served on some boards for the Dallas Fire Dept in our training.

What do you hope to accomplish as a member of the Emergency Service District Board?
Help the Board make good checks for our dept & our town

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.



Applicant's Signature

3-27-18

Date

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND FERRIS 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 FERRIS ISD goods and services.
- B) The **FERRIS ISD** (hereinafter FISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) FERRIS ISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to FISD.
- D) The term of this agreement shall be from **May 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) FERRIS ISD 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 9th day of May, 2018.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



Superintendent
FERRIS ISD

Attest:


Secretary