

**RLI Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Bond No. LSM0745233

*Know All Men by These Presents:*

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, its regularly elected Vice President, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Jodi Platt  
Obligee: Ellis County  
Type Bond: All Other  
Bond Amount: \$ 5,000.00  
Effective Date: July 28, 2018

RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 30th day of April, 2018.

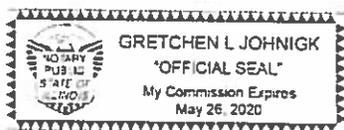


RLI Insurance Company  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 30th day of April, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk Notary Public



**CERTIFICATE**

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 30th day of April, 2018.

RLI Insurance Company  
By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



RLI Insurance Company  
 P.O. Box 3967  
 Peoria, IL 61612-3967  
 Phone: (309) 692-1000 Fax: (309) 683-1610

# Texas Policyholder Notice

## TEXAS IMPORTANT NOTICE

## TEXAS AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para presentar una queja:

You may call RLI Insurance Company's toll free telephone number for information or to make a complaint at 800-645-2402.

Usted puede llamar al numero de telefono gratuito de RLI Insurance Company para obtener informacion o para presentar una queja al 800-645-2402.

You may also write to:

Usted tambien puede escribir a:

**RLI Insurance Company**  
 9025 N. Lindbergh Drive  
 Peoria, IL 61615  
 FAX # 309-683-1610

**RLI Insurance Company**  
 9025 N. Lindbergh Drive  
 Peoria, IL 61615  
 FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

You may also write the Texas Department of Insurance:

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
 Austin, TX 78714-9104  
 Fax Number: (512) 490-1007  
 Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
 E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

P.O. Box 149104  
 Austin, TX 78714-9104  
 Fax Number: (512) 490-1007  
 Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
 E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Jodi Platt, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: \_\_\_\_\_

City and/or County: \_\_\_\_\_

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

Revised 10 2011

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Jodi Platt, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Ellis County in the penal sum of Five Thousand Dollars And No Cents DOLLARS (\$ 5,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 30th day of April, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly  elected  appointed to the office of Purchasing Agent, State of Texas, for the term commencing on the 28th day of July, 2018.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.



Jodi Platt

Principal  
RLI Insurance Company  
B. W. Davis  
Barton W. Davis Attorney In Fact

Countersigned

N/A

**OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Texas

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED  
AUG 13 2018  
ELLIS COUNTY  
AUDITOR

FI

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
001-0210-40719-00000-000	Chapter 19 Funding	(\$946.50)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenses	\$946.50

  
Signature of Department Head

8-8-2018  
Date Signed

Elections  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spauldch 8/15/18



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 8/15/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

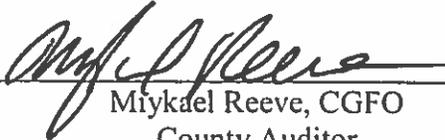
Additional Revenue Received

Chapter 19 Election Funds 001-0210-40719 \$946.50

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

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.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed   
Miykael Reeve, CGFO  
County Auditor

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

AUG 14 2018

ELLIS COUNTY  
AUDITOR

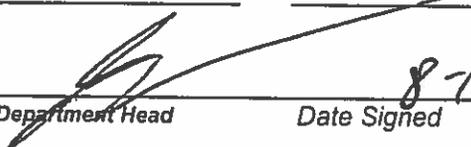
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50801-0000-000	SUPPLIES	\$457.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50806-00000-000	OFFICIAL BONDS/DUES	\$457.00


8-13-18
CCL1  
 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 Spunberk 8/15/18*

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

**RECEIVED**  
AUG 15 2018 F3  
ELLIS COUNTY  
AUDITOR

I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50807-00000-000	Gen/Misc	\$2,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-50913-00000-000	Chemicals	\$2,000.00


8/15/2018  
~~8/14/2018~~
Road & Bridge #3  
 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 \_\_\_\_\_, 2018

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

Approved by County Auditor's Office: DeVonde Spaulter 8/15/18

RECEIVED

AUG 15 2018

F4

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
001-0050-50802	Equipment	170
001-0050-50809	Auto Repair	500

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50803	Furniture/fixture	170
001-0050-50843	4-H Travel	500

*Mark [Signature]*

8/7/2018

Ag Extension Office

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 \_\_\_\_\_, 2013/2014

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County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

*DeVonda Spaulink 8/16/18*

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

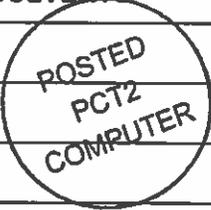
AUG 16 2018 F5

BY: Ellis Co. Auditor's office

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

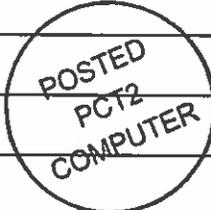
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50906-00000-000	FM2 CULVERTS	\$6,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50909-00000-000	FM2 REPAIRS PARTS	\$6,000.00



  
Signature of Department Head

8/15/2018  
Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

Approved by County Auditor's Office:

DeVonde Spivek 8/17/18

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

RECEIVED

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
001-0540-50602-00000-000	STAFF TRAVEL	1,000 <sup>00</sup>
001-0540-50873-00000-000	MAINTENANCE	700 <sup>00</sup>
001-0540-50805-00000-000	CONFERENCES	1,000 <sup>00</sup>
001-0540-50802-00000-000	EQUIPMENT	300 <sup>00</sup>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-50819-00000-000	COMPUTER	1,800 <sup>00</sup> 1800
001-0540-50803-00000-000	FURNITURE	1,300 <sup>00</sup>

  
Signature of Department Head

8-15-2018  
Date Signed

SP4  
Department

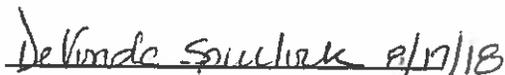
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

Approved by County Auditor's Office:

 8/17/18

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

**RECEIVED**

AUG 23 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
001-0450-50689-00000-000	GIS Software Contract	\$600.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50808-00000-000	Auto Gas	\$600.00

<u>Tim Birdwell</u>	<u>8/15/2018</u>	<u>Ellis County Fire Marshal</u>
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

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:

DeNonde Soule 8/21/18

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

**RECEIVED**

AUG 20 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
009-0602-50807	FM1- Gen misc	\$1,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50962	FM1- Lubricants	\$1,000.00


8-20-18
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 Spaulink 8/21/18

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

AUG 20 2018  
ELLIS COUNTY  
AUDITOR

F9

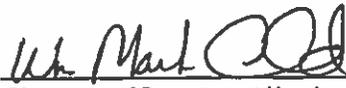
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50801	Supplies	200
001-0050-50809	Auto Repair	200

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50805	Conference	400



Signature of Department Head

8/21/2018

Date Signed

Ag Extension Office

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

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\_\_\_\_\_

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

Approved by County Auditor's Office:

 8/20/18

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

**RECEIVED**

F10

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

AUG 21 2018  
ELLIS COUNTY  
AUDITOR

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-50832-00000-000	Visiting Judge	\$ 2,000.00
001-0190-50873-00000-000	Maint / Rps Ofc Equip	\$ 1,600.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0190-50802-00000-000	Equipment	\$ 2,102.00
001-0190-50801-00000-000	Supplies	\$ 500.00
001-0190-50698-00000-000	Law Books / Dues	\$ 398.00
001-0190-50819-00000-000	Computer	\$ 300.00
001-0190-50601-00000-000	Travel Reimb	\$ 300.00

  
Signature of Department Head

8/20/2018  
Date Signed

378th District Court  
Department

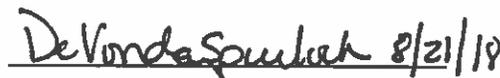
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

Approved by County Auditor's Office:

  
DeVonda Spaulder 8/21/18

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

**RECEIVED**  
AUG 20 2018 *F11*  
**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
012-0755-40008-00000-000	INTERLOCAL	80,000.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50802-00000-000	PURCHASE OF EQUIPMENT	80,000.00

*[Signature]*  
Signature of Department Head

*8-20-18*  
Date Signed

R & B PCT. 4  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

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

Approved by County Auditor's Office:

*DeVonda Spaulder 8/21/18*



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 8/21/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

FM #4 Interlocal 012-0755-40008 \$80,000.00

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

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.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed Miykael Reeve  
Miykael Reeve, CGFO  
County Auditor

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

F 12

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
001-0060-50703	Telephone	\$750.00
001-0060-50801	Supplies	\$750.00
001-0060-50808	Auto Gas	\$2,000.00
001-0060-50809	Auto Repairs	\$700.00
001-0060-50810	Auto Tires	\$500.00
001-0060-50821	Uniform	\$100.00
001-0060-50873	Office Equipment/Maint/Repair	\$500.00
	<b>TOTAL</b>	<b>\$5,300.00</b>

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50802	Equipment	\$1,000.00
001-0060-50805	Conference	\$350.00
001-0060-50819	Computer	\$3,950.00
	<b>TOTAL</b>	<b>\$5,300.00</b>

  
Signature of Department Head

8/21/2018  
Date Signed

Department of Development  
Department

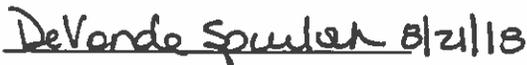
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

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

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

Approved by County Auditor's Office:

 8/21/18

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

**RECEIVED**

AUG 21 2018

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

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0320-50703	TELEPHONE	\$3,500.00
001-0320-50801	SUPPLIES	\$6,000.00
001-0320-50806	OFFICIAL BOND/DUES	\$625.00
001-0320-50873	MAINT/RPS OFC EQUIP	\$1,100.00

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0320-50803	FURNITURE & FIXTURES	\$11,125.00
001-0320-50601	TRAVEL	\$100.00

*Cindy Polley*  
Signature of Department Head

16-Aug-18  
Date Signed

County Clerk  
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 Spivean 8/21/18*

F14

ELLIS COUNTY BUDGET  
2017/2018 LINE ITEM ADJUSTMENT

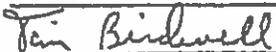
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50889-00000-000	GIS Software Contract	3,000.00 <del>\$4,000.00</del>
001-0450-50809-00000-000	Auto Repair	8 . \$500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50802-00000-000	Equipment	3,000.00 <del>\$4,000.00</del>
001-0450-50802-00000-000	Equipment	8 . \$500.00

Tim Birdwell  
  
 Signature of Department Head      8/16/2018      Date Signed      Ellis County Fire Marshal      Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

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

Approved by County Auditor's Office:

 8/22/18

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

**RECEIVED**

AUG 21 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:**

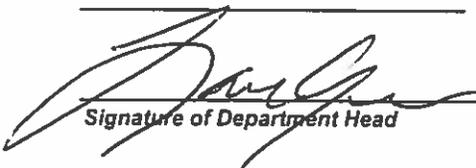
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50807-00000-000	RB2 GENERAL EXPENSES	\$1,500.00
010*-0653-50868-00000-000	FM2 CONTRACT LABOR	\$15,000.00
010-0653-50907-00000-000	FM2 TIRES	\$10,000.00
010-0653-50802-00000-000	FM2 EQUIPMENT	\$20,000.00
010-0653-50912-00000-000	FM2 BRIDGE REPAIRS	\$5,000.00
010-0653-50914-00000-000	FM2 SIGNS	\$2,000.00

All  
POSTED  
PCT2  
COMPUTER

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
004-0652-50805-00000-000	RB2 CONFERENCE DUES	\$1,500.00
010-0653-50915-00000-000	FM2 ASPHALT	\$52,000.00

All  
POSTED  
PCT2  
COMPUTER

  
Signature of Department Head

8/17/2018  
Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

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

Approved by County Auditor's Office:

*DeVonde Spaulden 8/22/18*

F14

**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
001-0140-50558	Contingencies/Reserve	75,000
001-0140-50837	Post Mortem Exams	50,000

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50868	Contract Services	75,000
001-0140-50807	Other Expenses	10,000
001-0140-50903	Lawsuit Settlement	40,000

  
 \_\_\_\_\_  
*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 Spunkh 8/22/18

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

F17

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
006-0754-30302-00000-000	FUND BALANCE CARRYOVER	167,968.15
006-0754-40004-00000-000	SALE OF MATERIAL	2,031.85

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
006-0754-50868-00000-000	CONTRACT LABOR	170,000.00

*Kyle Butts*  
Signature of Department Head

8-20-18  
Date Signed

R & B PCT. 4  
Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017/2018

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

Approved by County Auditor's Office:

*DeVonde Spaulder 8/22/18*



**CERTIFICATION OF ADDITIONAL REVENUE**

**Ellis County  
Auditors Department**

DATE: 8/22/18

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

Sale of material 006-0754-40004 \$2,031.85

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

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.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed Miykael Reeve  
Miykael Reeve, CGFO  
County Auditor



**AGENDA ITEM 1.1**  
Ellis County Commissioners Court  
August 28, 2018



**SHORT TITLE:**

A fire hydrant variance request for a proposed simplified plat of Abele-Whitaker Estates.

**LEGAL CAPTION:**

Consider and act upon a request to grant a one-time variance from Section II-H (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow subdivision of property without meeting the minimum fire hydrant requirements. The property contains ± 4.999 acres of the C. White Survey, Abstract No. 1109 located on the west side of FM 877 ± 3,800 feet north of Jenkins Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 2.



**APPLICANT(S):**

Patty Abele



**PURPOSE:**

The applicant is requesting a variance to Section II (H) of the Rules and Regulations to allow the subdivision of a one (1) lot plat of approximately five (5) acres, without meeting the fire hydrant requirement. Although Nash-Forreston Water Supply has an existing 6-inch water line along FM 877, they have stated it is only for domestic use and not designed to withstand the pressures needed for firefighting purposes. Also, the nearest fire hydrant that meets this requirement is more than five (5) miles away from this site.



**ANALYSIS:**

Due to this situation, this request meets the criteria for granting relief from the current regulations. The Fire Marshal's Office reviewed this request and supports this requested variance but agrees with the Department of Development that private water providers should adopt a master plan and actively upsize these waterlines to allow for better and more efficient fire protection for their current and future customers, especially with all the growth expected to occur within the County.



**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order



**RECOMMENDATION:**

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

- 1) A simplified plat and design for an on-site sewage facility shall be submitted for review to the Department of Development before the issuance of any building permits.



- 2) Only one (1) habitable structure per lot shall be allowed until the waterline can support fire hydrants and their installation shall meet the applicable Fire Code in effect at that time.
- 3) No other subdivision of property can occur on this property until the existing waterline is designed and installed to meet the fire hydrant requirements.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

August 9, 2018

To Whom It May Concern,

I am writing in response to the requirement by the City of Waxahachie and County of Ellis that I must have a fire hydrant with firefighting capabilities that meets the ISO guidelines within 500 ft of my property to be able to obtain a plat and building permit. Currently, there is no such fire hydrant within miles of my property. I am asking for a variance to this requirement as I have been informed by our water company, Nash Forrester, that the water supply and pressure to that part of the county is such that this type of fire hydrant is impossible without major changes to the water supply system. It goes without saying, that as a new small property owner, I am unable to cover the expense to remedy such a large problem, nor should I be asked to do so. This is a problem that impacts that whole area of the county, future city development, and all current and future property owners and, therefore, should not be just my burden.

Please grant my request for a variance so that I may be able to finally begin the building of my home.

Sincerely,

Patty Abele

5100 FM 877

(314) 540-1514



**ATTACHMENT NO. 2**

**COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_**

On this the 28th day of August 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 II (H) (UTILITY SERVICE) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES ALLOWING SUBDIVISION OF PROPERTY WITHOUT MEETING THE MINIMUM FIRE HYDRANT REQUIREMENTS. THE PROPERTY CONTAINS ± 4.999 ACRES OF THE C. WHITE SURVEY, ABSTRACT NO. 1109 LOCATED ON THE WEST SIDE OF FM 877 ± 3,800 FEET NORTH OF JENKINS ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 2, 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 II (H) 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 the Ellis County Rules for relief on the minimum fire hydrant requirements, subject to the following condition:

- 1) A simplified plat and design for an on-site sewage facility shall be submitted for review to the Department of Development before the issuance of any building permits.
- 2) Only one (1) habitable structure per lot shall be allowed until the waterline can support fire hydrants and their installation shall meet the applicable Fire Code in effect at that time.
- 3) No other subdivision of property can occur on this property until the existing waterline is designed and installed to meet the fire hydrant requirements.

**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 28TH DAY OF AUGUST 2018.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

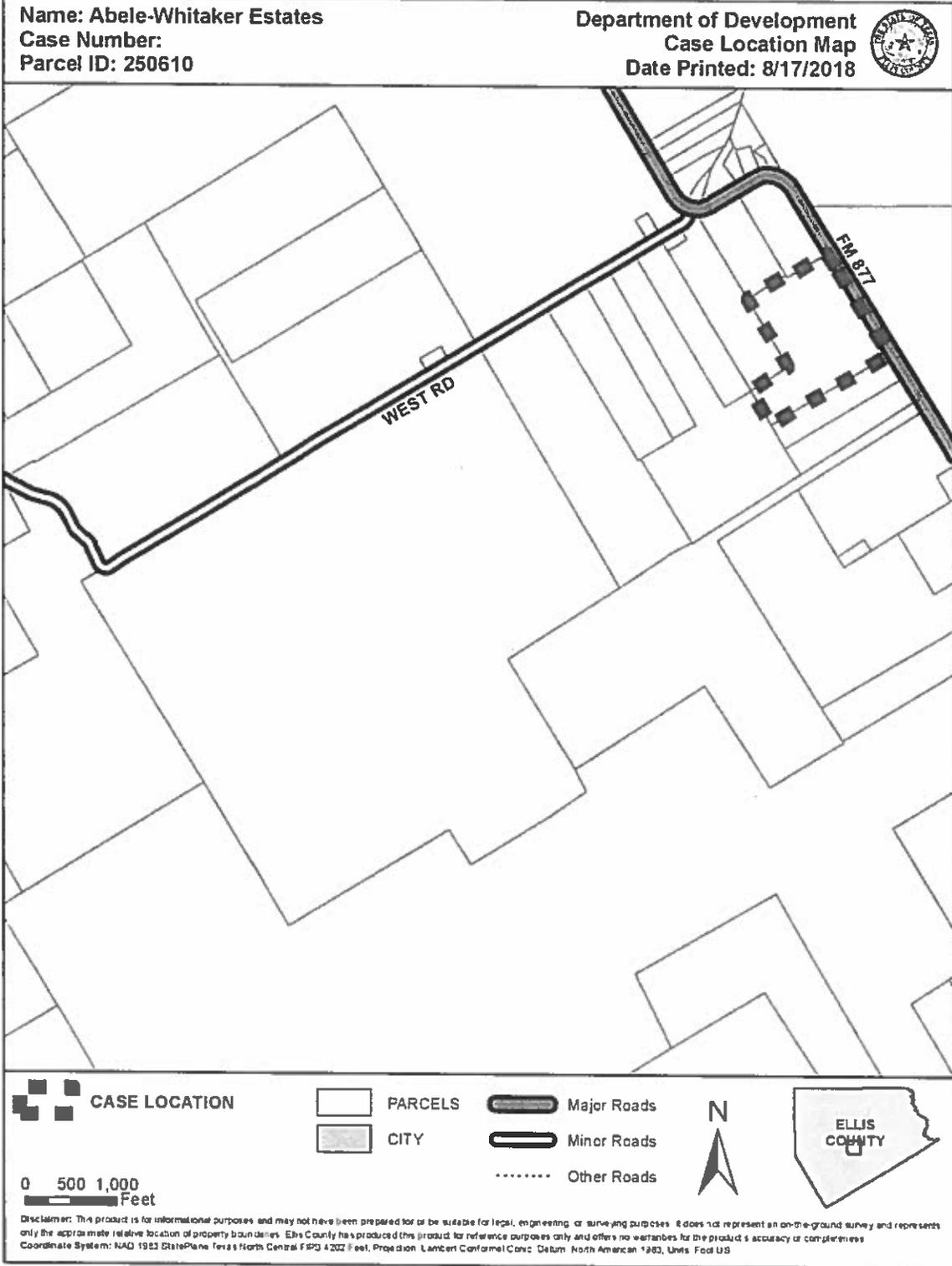
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Cindy Polley, County Clerk



EXHIBIT A  
Location Map & Survey



-86798091 32.301327 Author: rsc/mjg/s G:\GIS\co\_ellis\_tx.us Date Printed: 8/17/2018 G:\GIS\ELLIS\Development\Case Location Map\A2019\ELLIS\CoTs\_250610\_081718.mxd



DEPARTMENT OF DEVELOPMENT
Ellis County

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



SCALE: 1" = 100'

THE PLAT APPROVED SUBJECT TO ALL PLANNING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF WAXAHACHIE, TEXAS...

PROVIDED, that the applicant shall not be entitled to any portion of said land...

CITY OF TEXAS

APPROVED BY THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS...

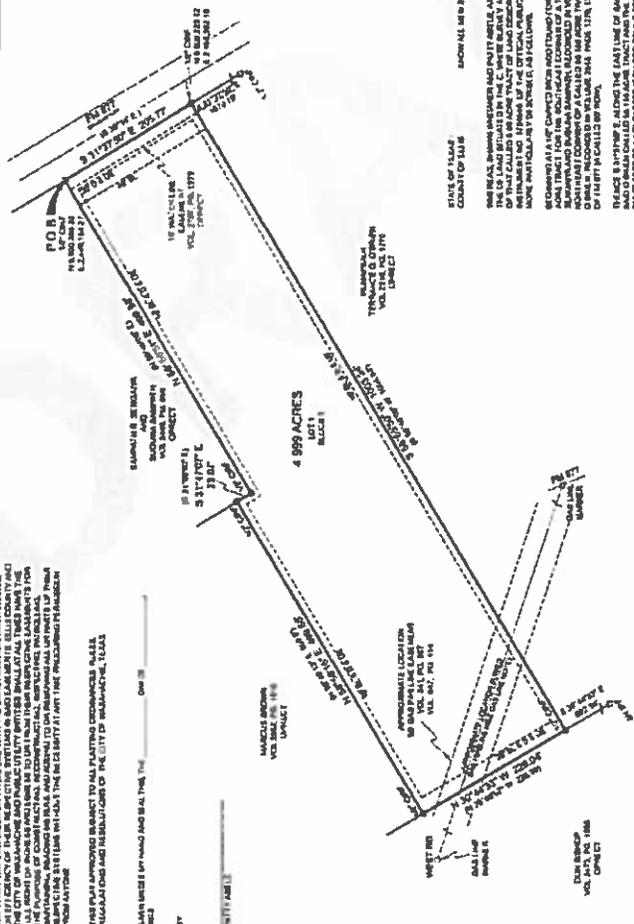
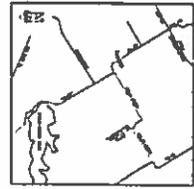
DATE: JANUARY 14, 2014

STATE OF TEXAS
COUNTY OF ELLIS

APPROVED BY APPROVAL BY THE COMMISSIONERS COURT OF ELLIS COUNTY TEXAS

APPROVED THIS 14th DAY OF JANUARY 2014

COMMISSIONERS COURT OF ELLIS COUNTY TEXAS



STATE OF TEXAS
COUNTY OF ELLIS
APPROVED BY THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS...

DATE: JANUARY 14, 2014

APPROVED BY APPROVAL BY THE COMMISSIONERS COURT OF ELLIS COUNTY TEXAS

APPROVED THIS 14th DAY OF JANUARY 2014

COMMISSIONERS COURT OF ELLIS COUNTY TEXAS

THE PLAT APPROVED SUBJECT TO ALL PLANNING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF WAXAHACHIE, TEXAS...

APPROVED BY APPROVAL BY THE COMMISSIONERS COURT OF ELLIS COUNTY TEXAS

APPROVED THIS 14th DAY OF JANUARY 2014

COMMISSIONERS COURT OF ELLIS COUNTY TEXAS

APPROVED BY PLANNING AND ZONING COMMISSION CITY OF WAXAHACHIE
BY: [Signature] DATE:
APPROVED BY CITY COUNCIL
CITY OF WAXAHACHIE
BY: [Signature] DATE:
APPROVED BY PLANNING AND ZONING COMMISSION CITY OF WAXAHACHIE
BY: [Signature] DATE:
APPROVED BY CITY COUNCIL
CITY OF WAXAHACHIE
BY: [Signature] DATE:

NOTES
THE PLAT APPROVED SUBJECT TO ALL PLANNING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF WAXAHACHIE, TEXAS...

FINAL PLAT
ABELE / WHITAKER
ESTATES
4.999 ACRES
1 THE ROCK HILL LDI
C. ABELE AND W. WHITAKER
ATTORNEYS AT LAW
E.L. OF THE CITY OF WAXAHACHIE,
ELLIS COUNTY, TEXAS
JAN 14 2014 PAGE 1 OF 1

STATE OF TEXAS
COUNTY OF ELLIS
APPROVED BY APPROVAL BY THE COMMISSIONERS COURT OF ELLIS COUNTY TEXAS

APPROVED THIS 14th DAY OF JANUARY 2014

COMMISSIONERS COURT OF ELLIS COUNTY TEXAS



**AGENDA ITEM 1.2**  
Ellis County Commissioners Court  
August 28, 2018



**SHORT TITLE:**

A fire hydrant variance request for a proposed simplified plat of Rodriguez Estates.

**LEGAL CAPTION:**

Consider and act upon a request to grant a one-time variance from Section II-H (Utility Service) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to allow subdivision of property without meeting the minimum fire hydrant requirements. The property contains ± 4.821 acres of the Isaac Jones Survey, Abstract No. 568 located on the south side of Hight Road ± 420 feet north of Bethel Road/Anderson Ranch Road, Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Lilianna Rodriguez



**PURPOSE:**

The applicant is requesting a variance to Section II (H) of the Rules and Regulations to allow the subdivision of two (2) lots without meeting the County's fire hydrant requirement. Although Buena Vista-Bethel SUD has a 6-inch water line along Hight, they have stated it is only for domestic use and not designed to withstand the pressures needed for firefighting purposes.



**ANALYSIS:**

Due to this existing situation, this request meets the criteria for granting relief from the current regulations. The Fire Marshal's Office reviewed this request and supports this requested variance but agrees with the Department of Development that private water providers should adopt a master plan and actively upsize these waterlines to allow for better and more efficient fire protection for their current and future customers, especially with all the growth expected to occur within the County.



**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order



**RECOMMENDATION:**

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

- 1) A simplified plat and design for an on-site sewage facility shall be submitted for review to the Department of Development prior to the issuance of any building permits.



- 2) Only one (1) habitable structure per lot shall be allowed until the waterline can support fire hydrants and their installation shall meet the applicable Fire Code in effect at that time.
- 3) No other subdivision of property can occur on this property until the existing waterline is designed and installed to meet the fire hydrant requirements.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

August 17, 2018

|

Honorable Judge and Commissioners,

I am asking for a variance to the fire hydrant requirement as I was recently made aware that Buena Vista-Bethel has a 6-inch water line that does not support pressure for firefighting purposes and have no plans to make this line compliant.

Please grant this variance request so I can subdivide this property into two residential lots.

Signed,  
Liliana Rodriguez



**ATTACHMENT NO. 2**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 28th day of August 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> 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 II (H) (UTILITY SERVICE) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED HOMES ALLOWING ALLOW SUBDIVISION OF PROPERTY WITHOUT MEETING THE MINIMUM FIRE HYDRANT REQUIREMENTS. THE PROPERTY CONTAINS ± 4.821 ACRES OF THE ISAAC JONES SURVEY, ABSTRACT NO. 568 LOCATED ON THE SOUTH SIDE OF HIGHT ROAD ± 420 FEET NORTH OF BETHEL ROAD/ANDERSON RANCH ROAD, MAYPEARL, 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 II (H) 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 the Ellis County Rules for relief on the minimum fire hydrant requirements, subject to the following condition:

- 1) A simplified plat and design for an on-site sewage facility shall be submitted for review to the Department of Development prior to the issuance of any building permits.
- 2) Only one (1) habitable structure per lot shall be allowed until the waterline can support fire hydrants and their installation shall meet the applicable Fire Code in effect at that time.
- 3) No other subdivision of property can occur on this property until the existing waterline is designed and installed to meet the fire hydrant requirements.

**SECTION 3. CONFLICTS.**

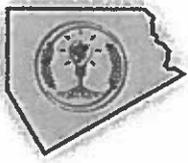
To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County governing the use and development of the Property and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

**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 28TH DAY OF AUGUST 2018.**

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

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

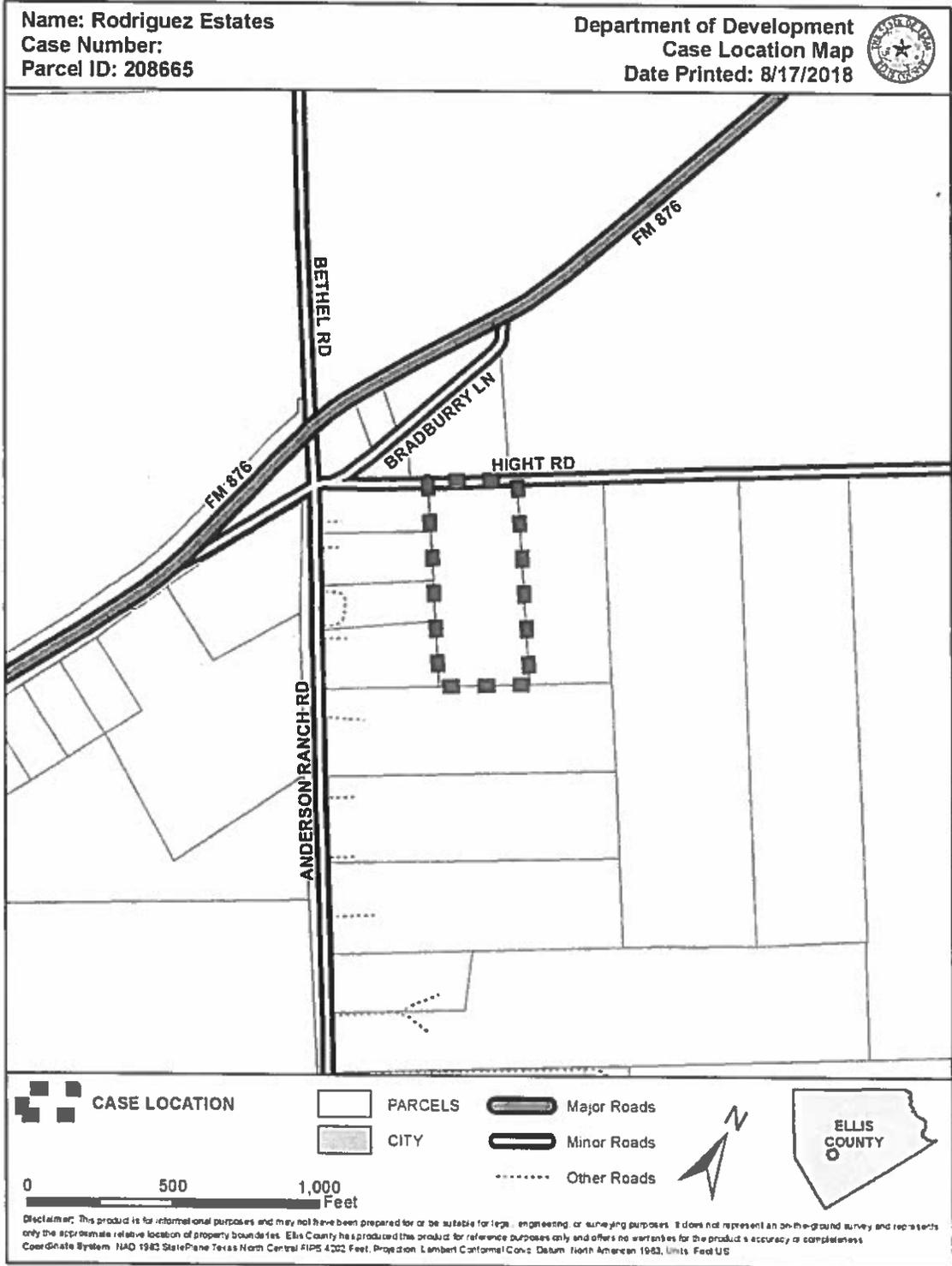
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Cindy Polley, County Clerk



EXHIBIT A  
Location Map & Survey



-95 899408 32 278098 Author: nick.mcginnis GIS@co.ellis.tx.us Date Printed: 8/17/2018 G:\MINEC\03 Development\Case Location Map\2018\EllisCoTx\_208665\_081715.mxd





**AGENDA ITEM 1.3**  
Ellis County Commissioners' Court  
August 28, 2018



**SHORT TITLE:**

Preliminary plat of Greystone Estates

**LEGAL CAPTION:**

Consider and act on a request for a preliminary plat of Greystone Estates. The property contains ± 43.588 acres of land in the Abraham Snider Survey, Abstract No. 981 located on the east side of Singleton Road ± 1,200 feet north of Campbell Road, Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT:**

Merle & Lily Abbott



**PURPOSE:**

The applicant is requesting to subdivide this property into twenty (20) residential lots in unincorporated Ellis County. It is not located within the extraterritorial jurisdiction (ETJ) of any municipality and located just outside of both Midlothian and Maypearl ETJs.



**HISTORY:**

There is no previous history on this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The County's adopted Master Thoroughfare Plan identifies Singleton Road as a Principal Arterial requiring a total right-of-way dedication of 100 feet. This plat shows a proposed dedication of fifty (50) feet from the centerline of Singleton Road, thus complying with the thoroughfare plan.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Preliminary Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.

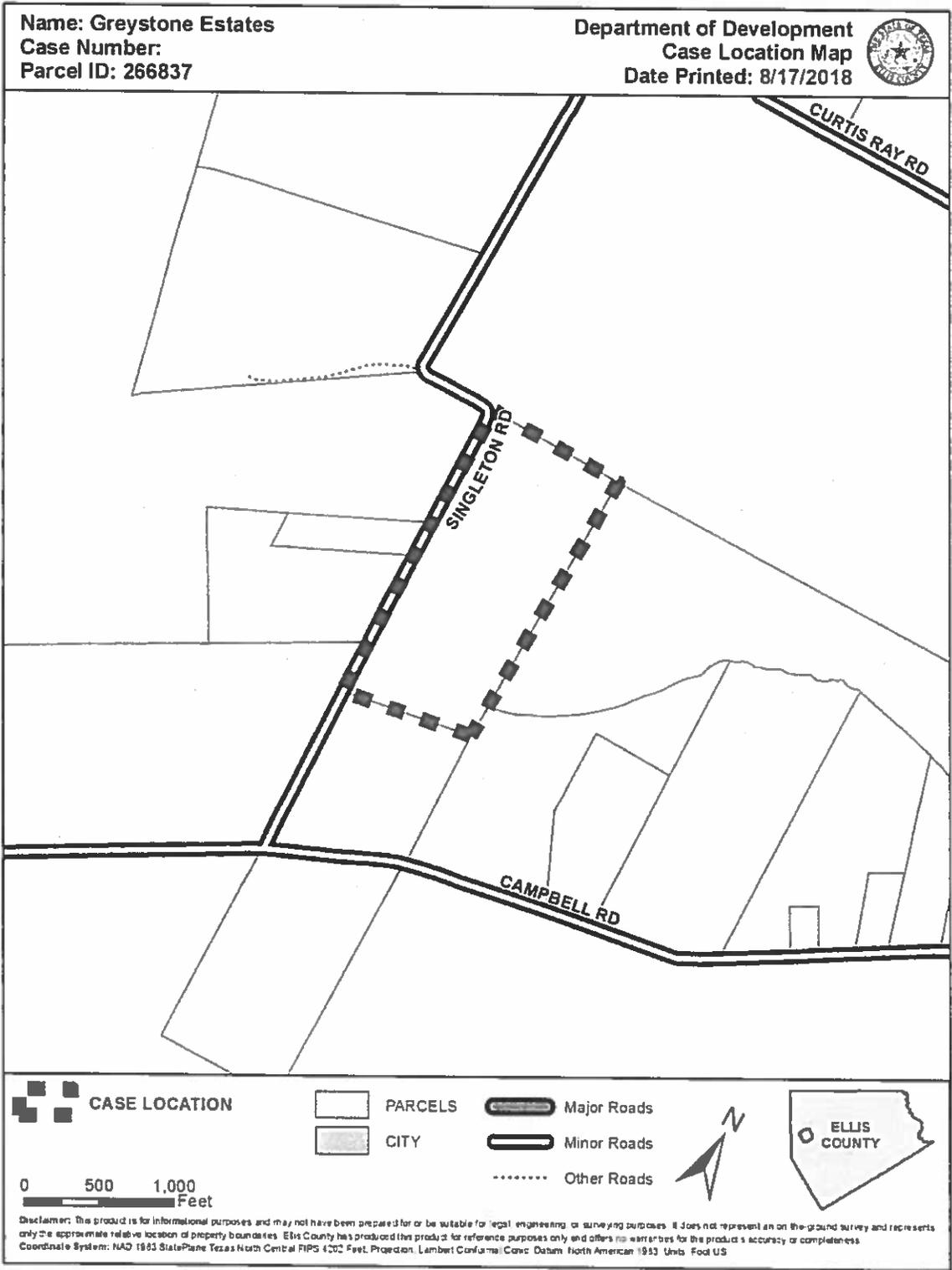


**APPROVED AND PRESENTED BY:**

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



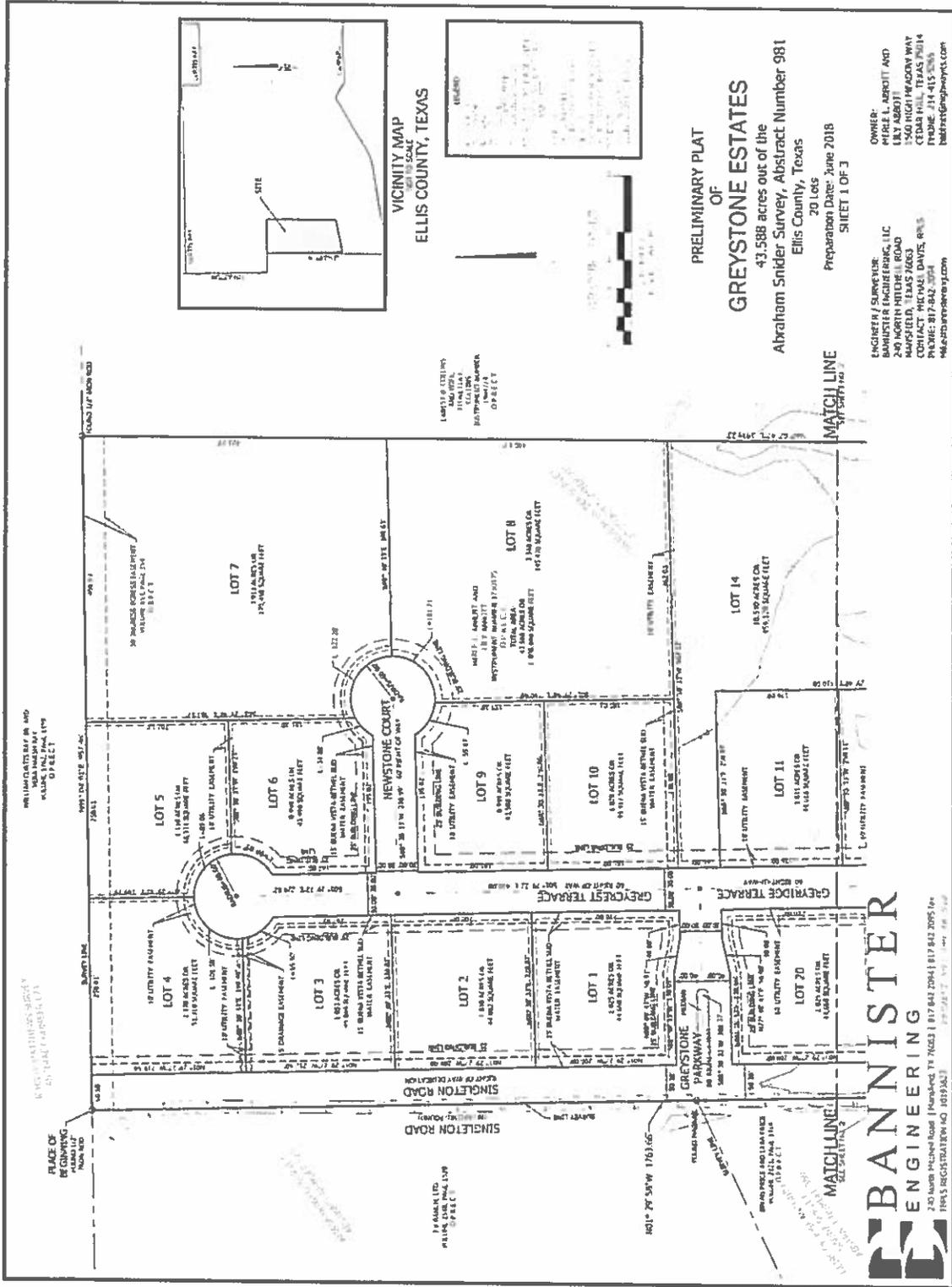
**ATTACHMENT NO. 1**

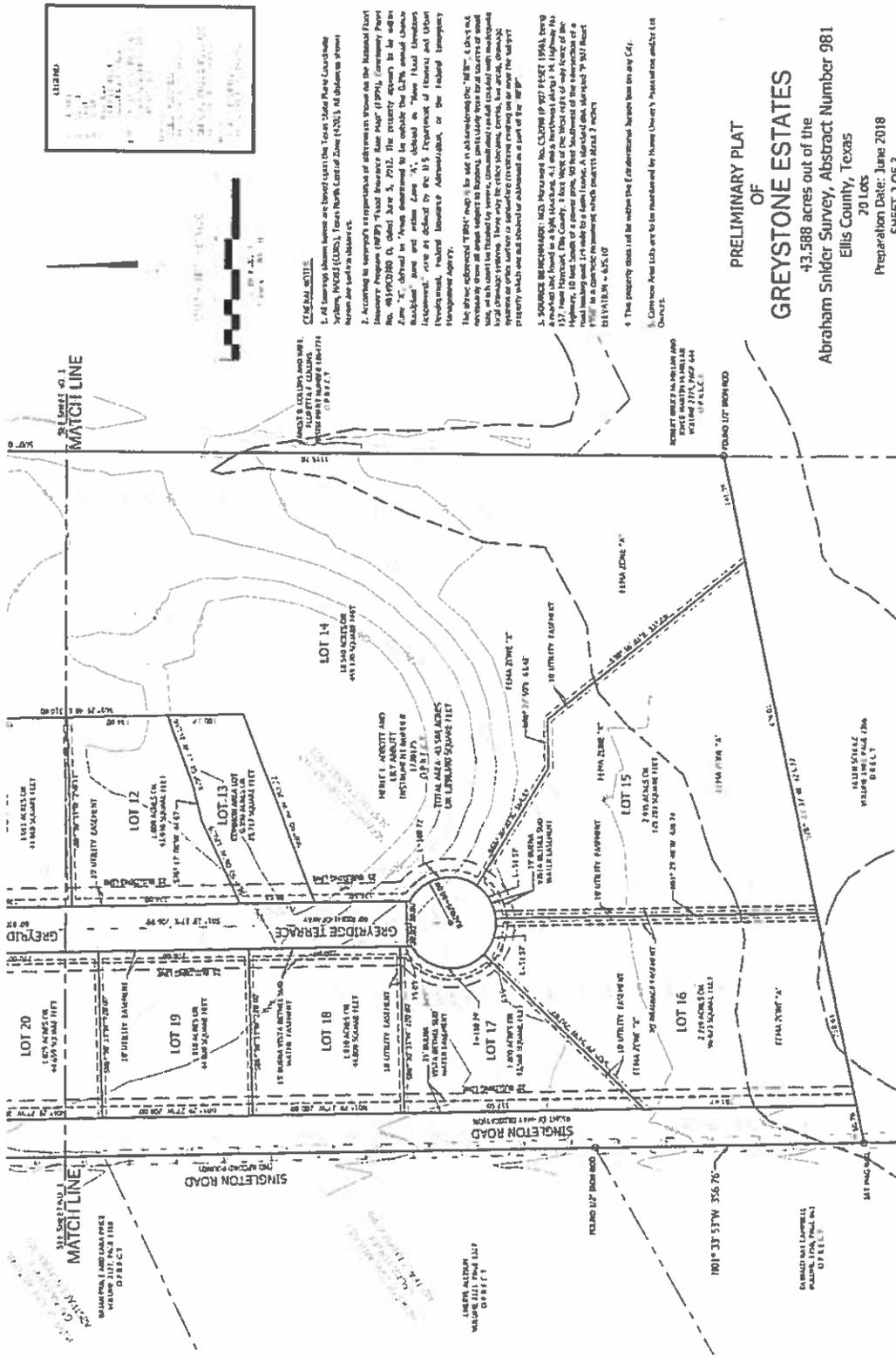


47011149 32 362837 Author: hcr magr:s GIS@co.ellis.tx.us Date Printed: 8/17/2018 G:\GIS\EC\GIS Development\FC 456 Location Maps\2018\EC\CoTx\_250610\_081718.mxd



ATTACHMENT NO. 2





PRELIMINARY PLAT  
OF  
**GREYSTONE ESTATES**

43.588 acres out of the  
Abraham Snider Survey, Abstract Number 981  
Ellis County, Texas  
20 Lots

Preparation Date: June 2018  
SHEET 2 OF 3

OWNER:  
HEALE L. ABBOTT AND  
LIVY ABBOTT  
11111 GARDEN WAY  
Cedar Hill, Texas 75021  
PHONE: 214-415-5265  
babbott@highway981.com

ENGINEER / SURVEYOR:  
BANNISTER ENGINEERING, LLC  
240 NORTH MITCHELL ROAD  
DALLAS, TEXAS 75201  
CONTACT: MICHAEL DAVIS, PPS  
PHONE: 817-842-2094  
Mae@bannistereng.com

**BANNISTER**  
ENGINEERING  
240 NORTH MITCHELL ROAD  
DALLAS, TEXAS 75201  
TEL: 817-842-2094 | 817-842-2095 (FAX)  
REGISTRATION NO. 00393823



**AGENDA ITEM 1.4**  
Ellis County Commissioners' Court  
August 28, 2018



**SHORT TITLE:**

Final plat of Pioneer Point Farms, Phases 1 & 2.

**LEGAL CAPTION:**

Consider and act on a request for a final plat of Pioneer Point Farms, Phases 1 & 2. The property contains ± 29.068 acres of land in the Charles Atteberry Survey, Abstract No. 10 located on the north side of FM 66 ± 400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the city of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Kars Tamminga



**PURPOSE:**

The applicant is requesting to subdivide this property into nineteen (19) residential lots.



**HISTORY:**

The City of Waxahachie approved this final plat. A preliminary plat was approved in January 2015 by the City of Waxahachie and the Commissioners' Court on March 9, 2015. The City of Waxahachie later granted a 2-year extension of this preliminary plat through the established Interlocal Agreement for plats.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The County's adopted Master Thoroughfare Plan identifies FM 66 as a Principal Arterial requiring a minimum right-of-way dedication of 100 feet. No dedication is required as FM 66 currently has 120 feet of right-of-way width.



**ANALYSIS:**

The plat meets all the requirements outlined in the regulations.



**ATTACHMENTS:**

1. Location Map
2. Final Plat



**RECOMMENDATION:**

Staff recommends approval of this request, as presented.



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1







**AGENDA ITEM 1.5**  
Ellis County Commissioners' Court  
August 28, 2018



**SHORT TITLE:**

Accept Performance Bond for Pioneer Point Farms, Phases 3 & 4.

**LEGAL CAPTION:**

Consider and act upon a request to accept Performance Bond/Letter of Credit No. 20318121 issued by Interbank in the amount of five hundred eighty three thousand four hundred one dollars & 61/100 (\$583,401.61) for Pioneer Point Farms, Phases 3-4 located on the north side of FM 66 ± 400 feet west of Richard 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 the County to accept a Performance Bond for Pioneer Point Farms, Phases 3 & 4. The Commissioners' Court approved a preliminary plat for this 131-lot subdivision at its meeting on March 9, 2015, and later given a 2-year extension by the City of Waxahachie through the Interlocal Agreement. The bond is for the construction of all infrastructure, including streets, roads, and drainage.



**ANALYSIS:**

The bond will ensure all infrastructure will meet County requirements during the construction phase in a timely manner. Upon satisfaction, the applicant can request to release the performance bond and replace it with a 2-year maintenance bond.



**RECOMMENDATION:**

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

- 1) **Approve** this request to accept Performance Bond/Letter of Credit No. 20318121 issued by Interbank in the amount of five hundred eighty three thousand four hundred one dollars & 61/100 (\$583,401.61) for Pioneer Point Farms, Phases 3-4, as presented.



**ATTACHMENTS:**

1. Unsigned copy of Performance Bond
2. Draft Order



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
: 972-825-5200  
: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1

IRREVOCABLE LETTER OF CREDIT NO. 20318121

**Beneficiary(ies):**

County Judge of Ellis County, Texas or His/Her Successors in Office  
109 S. Jackson St.  
Waxahachie, TX 75165

**Attention: Department of Development/ Performance Bond  
Alberto Mares**

**KNOW ALL MEN BY THESE PRESENTS**, that We, the undersigned, Pioneer Point Farms, LLC, as Principals and the InterBank, a Corporation existing under the laws of the State of Oklahoma and duly authorized and licensed to do business in the State of Texas, are held and firmly bound unto Ellis County Judge Carol Bush, or her successor(s), in the penal sum of **Five Hundred Eighty Three Thousand Four Hundred One & .61/100 Dollars (\$583,401.61)**, for the payment whereof, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 22nd day of August, 2018.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**. That the roads, streets and drainage requirements for the subdivision known as Pioneer Point Farms Phase 3 & 4 shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this Irrevocable Letter of Credit. then this obligation shall be null and void, otherwise to remain in full force and effect.

**Funds under this Irrevocable Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause:**

1. Drawn under ~~Irrevocable Letter of Credit No. 20318121~~.
2. The sight draft(s) must be accompanied by Beneficiary's signed statement that the Pioneer Point Farms, LLC has failed to perform construction per specifications and standards as required by the Ellis County Commissioners Court and the Ellis County Department of Development for the underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels in the subdivision, Pioneer Point.
3. The Original Letter of Credit, together with any amendments.

**EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:00 A.M. Central Time on August 22 2020. Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

**NON-TRANSFERRABLE.** This Letter of Credit is not transferrable.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Irrevocable Letter of Credit is referred to or to which this Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This letter of Credit is also governed by the laws of the State of Texas, except for as those laws conflict with the UCP.



**ATTACHMENT NO. 2**

**COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_**

On this the 28th day of August 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:**

- |  |  |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3  |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2  | <input type="checkbox"/> 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 ACCEPTING PERFORMANCE BOND/LETTER OF CREDIT NO. 20318121 ISSUED BY INTERBANK IN THE AMOUNT OF FIVE HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED ONE DOLLARS & 61/100 (\$583,401.61) FOR PIONEER POINT FARMS, PHASES 3-4 LOCATED ON THE NORTH SIDE OF FM 66 ± 400 FEET WEST OF RICHARD 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 adopted the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes on May 13, 2002, pursuant to Minute Order 192.02, hereinafter referred to as "Ellis County Rules". Addendum to Ellis County Subdivision Rules and Regulations adopted in Commissioners Court September 13, 2004, # 23 (1-4).

**WHEREAS**, "Ellis County Rules", Section X, B. Construction Bond required one states, "To insure roads, streets, signs, underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in this Order."

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



**SECTION 1. ACCEPTANCE OF PERFORMANCE BOND**

The Commissioners Court finds that the Performance Bond criteria outlined in Section X, B. Construction Bond of the adopted Rules & Regulations apply and hereby accept Performance Bond/Letter of Credit No. 20318121 issued by Interbank in the amount of five hundred eighty three thousand four hundred one dollars & 61/100 (\$583,401.61) for Pioneer Point Farms, Phases 3-4 located on the north side of FM 66 ± 400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.

**SECTION 2. 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 3. 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 4. 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 28TH DAY OF AUGUST 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



**J & K Excavation, LLC**

**P.O. Box 886  
Italy, TX 76651**

**Bid Quote**

Date	Estimate #
8/16/2018	5446

<b>Name / Address</b>
Ellis County Precinct #4 1011 Eastgate Midlothian, TX 76065 Kyle Butler

<b>P.O. No.</b>
Street Repairs

Description	Qty	Rate	Total
<b>BID QUOTE FOR STREET REPAIRS, VARIOUS LOCATIONS, MIDLOTHIAN, TX</b>			
Mattie, 7200 SF) 6" Concrete, 3600 PSI, Dig Out 6" and Replace with Base Rock - Supplied by County, And Spoils Haul Off by County, Demo and Hauling Off Concrete Included in Pricing.	7,200	8.17	58,824.00
Maghann, 2250 SF) 6" Concrete, 3600 PSI, Dig Out 6" and Replace with Base Rock - Supplied by County. And Spoils Haul Off by County, Demo and Hauling Off Concrete Included in Pricing.	2,250	8.17	18,382.50
Mason, 9264 SF) 6" Concrete, 3600 PSI, Dig Out 6" and Replace with Base Rock - Supplied by County. And Spoils Haul Off by County, Demo and Hauling Off Concrete Included in Pricing	9,264	8.17	75,686.88
<p>Please note that the above bid proposal pricing does not include any staking, bonding, GEO or Lab testing, licenses/permits, utilities, culverts, headwalls, utility spoils haul off, clearing, lime stabilization, striping/signs/barricades, brick pavers, pavers installation, stained/scored concrete, hydromulch/sod, landscape, irrigation. Customer is responsible for obtaining if any are required or needed. This bid is based on our initial inspection and does not cover any additional supplies, parts, or labor which may be required after the work has been started which was not evident on our first inspection. Naturally this bid cannot cover such contingencies. Any additional charges will be added upon approval or with change order. Also note that we are not responsible for any asbestos testing or removal. If bid proposal is acceptable please sign and return via Email as work cannot begin until bid quote is signed dated and returned.</p>			
Signature and Date			
Thank you for the opportunity to be included in the bidding process. Josh		Phone #	Fax #
		972-923-2250	972-923-2256
		E-mail	
		jkeexcavation@yahoo.com	
<b>Total</b>			\$152,893.38

**J.C. Concrete**  
 4050 Clancey Lane  
 Midlothian, TX 76065  
 Phone # 214-533-9636  
 Fax # 972-775-5187  
 E-mail herman695@sbcglobal.net

# Estimate

Date	Estimate #
4/19/2018	1347

Name / Address
Elis County precinct 4 101 W Maint St. Suite 304 Waxahachie, Tx 75165

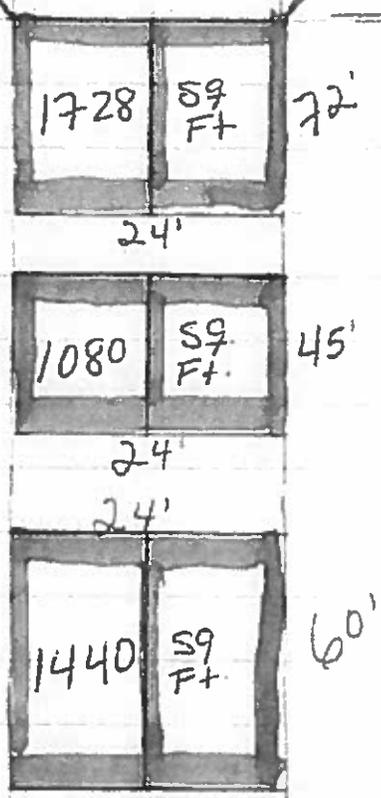
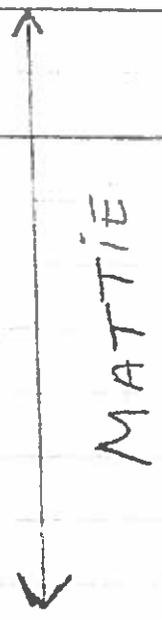
			Project
Description	Qty	Rate	Total
MATTIE ST Saw Cut demolition and Haul of all concrete	11,509	5.75	66,176.75
		0.00	0.00
Re-grading with road base and pour 6" thick concrete rebar # 4 12" o.c.b.w. 3000 psi concrete	11,509	7.05	81,138.45
<u>J.C. - CONCRETE</u>			
TOTAL \$ 224,422.40			
<u>J&amp;K</u>			
Difference			
\$ 71,529. <sup>02</sup>			
<b>Total</b>			\$147,315.20

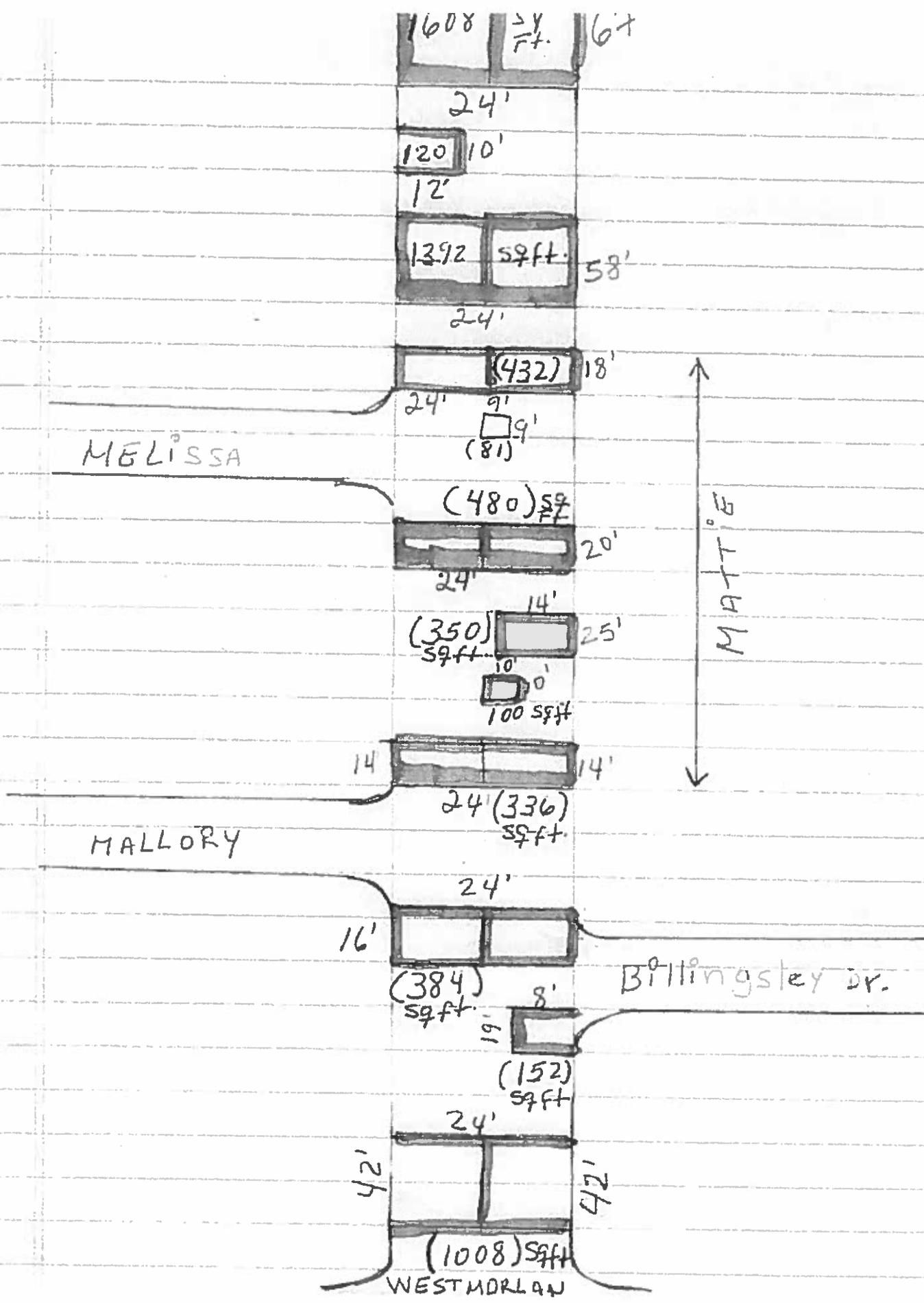


MEGAN



MASON





**J.C. Concrete**  
 4050 Clancey Lane  
 Midlothian, TX 76065  
 Phone # 214-533-9636  
 Fax # 972-775-5187  
 E-mail herman695@sbcglobal.net

# Estimate

Date	Estimate #
7/13/2018	1377

Name / Address
Elis County precinct 4 101 W Maint St. Suite 304 Waxahachie, Tx 75165

			Project
Description	Qty	Rate	Total
Saw cut Demolition remove and haul of MASON DR	6,024	5.75	34,638.00
Re-grading with Road base and pour 6" thick concrete with rebar # 4 12" o.c.b.w. 3000 psi concrete	6,024	7.05	42,469.20
<b>Total</b>			<b>\$77,107.20</b>

112'

7'

16' 256

16'

8' 208 26'

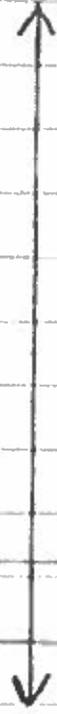
84 14'

6'

18' 252 59 Ft.

14'

99' 2376 59 Ft. 99' 24'



M A S S O N

M O R G A N

1176 59 Ft. 49' 24'

1176 59 Ft. 49' 24'

384 59 Ft. 16' 24'

M A T T I E.



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2019**

A resolution of the County of Ellis (County) Texas certifying that the county has made a grant to Meals on Wheels of Johnson & Ellis Counties, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

*WHEREAS*, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

*WHEREAS*, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

*WHEREAS*, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

*WHEREAS*, the County recognizes Christine Hockin-Boyd, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

***BE* IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$32,000 to be used between the:

1st of October 2018 and the 30th of September 2019  
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 28th day of August, 2018

*Signature of Authorized Official of the County*

*Typed Name and Title*

**NOTE:** All information shown in this resolution must be included in the resolution passed by the County.  
Updated June 2018



# Ellis County

## Fire Marshal

Tim Birdwell, Fire Marshal

**To:** Ellis County Commissioners Court

**From:** Ellis County Fire Marshal, Tim Birdwell

**Reference:** Terminate, Interlocal Agreement for Enforcement of Ellis County Fire Code between Ellis County and City of Maypearl, Texas.

**Date:** August 20, 2018

Ellis County Fire Marshal's office respectfully gives notice of its intent to terminate the interlocal agreement between the City of Maypearl Texas and Ellis County Fire Marshal's office after expiration of ninety (90) days pursuant to Section 13.01 of the Interlocal Agreement.

**Responsibilities of City, 3.03, Adoption of Ellis County Fire Code:**

- City shall pass an ordinance, order, rule or resolution adopting the Ellis County Fire Code in the City of Maypearl.

**Section 10.01 Interlocal Agreement, Breach**

- The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

Several attempts have been made with the City of Maypearl to adopt the current International Fire Code 2009 with amendments from Ellis County Fire Code. Failure of the City of Maypearl Texas with the terms and conditions of this agreement is a breach of this agreement.

I feel that this places a burden of liability upon Ellis County in the event a major fire or disaster occurred and until a proper fire code adoption is completed by the City of Maypearl, I request that this interlocal agreement between the City of Maypearl and Ellis County Fire Marshal's office be terminated.

Respectfully,

Tim Birdwell  
Ellis County Fire Marshal

---

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

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF ELLIS COUNTY FIRE CODE  
BETWEEN ELLIS COUNTY AND  
CITY OF MAYPEARL**

THIS AGREEMENT is entered into by the following parties:

City of Maypearl, a general law municipality located in Ellis County, Texas, ("City") and

Ellis County, Texas, a political subdivision of Texas.

**RECITALS**

City and County have each determined that it would be mutually advantageous for County to enforce the Ellis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX.LOC.GOV'T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., Ch. 791.

**AGREEMENT**

City and County agree as follows:

**1.0 Definitions**

- 1.01 Council - "Council" means City Council of the City of Maypearl
- 1.02 Commissioners Court - "Commissioners Court" means Ellis County Commissioners Court.
- 1.03 County - "County" means Ellis County Texas acting by and through the Fire Marshal.
- 1.04 Day - "Day" means calendar day.
- 1.05 Fire Code Inspections(s) - "Fire Code Inspections(s)" means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the Ellis County Fire Code upon request for a permit. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Ellis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Ellis County Fire Code.

- 1.06 Fire Marshal - "Fire Marshal" means the Ellis County Fire Marshal and his designated fire inspectors who are employed in his office.
- 1.07 Fire Regulations Inspections(s) - "Fire Regulations Inspections(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routing inspections means annual inspection and all follow-up necessary to insure compliances with applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.
- 1.08 In the City of Maypearl - "In the City of Maypearl" means any location within the full purpose corporate limits of the City of Maypearl and does not include locations within in extraterritorial jurisdiction or its limited purpose jurisdiction.
- 1.09 Ellis County Fire Code - "Ellis County Fire Code" means the County Code at the time of service, even if County has revised this chapter after execution of this Agreement. All definitions in the Ellis County Fire Code are incorporated the same as if set forth in full in this Agreement.

## **2.0 Term of Agreement**

- 2.01 Initial Term - This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2015 unless earlier terminated by either party in compliance with 13.0 of this Agreement.
- 2.02 Renewal Term - This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2015 for a term of one year and automatically renews for term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

## **3.0 Responsibilities of City**

- 3.01 Exclusive Provider - City grants County the exclusive right to provide the services described in this Agreement in the City of Maypearl.
- 3.02 Creation of Fire Marshal's Authority - Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a

designated department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.

- 3.03 Adoption of Ellis County Fire Code - City shall pass an ordinance, order, rule or resolution adopting the Ellis County Fire Code in City of Maypearl.
- 3.04 Establishment of Fees - City authorizes Commissioners Court to set permit fees in the City of Maypearl at the same amount as fees for the unincorporated area of Ellis County set by Commissioners Court.
- 3.05 Payment For Services - City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Ellis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the County Treasurer in accordance with procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the County Treasurer in accordance with the procedures established by County from time to time.
- 3.06 Notice of Complaints - City acknowledges that all calls about any complaints related to services under this Agreement should be made to Ellis County Fire Marshal's Office (ECFMO).
- 3.07 Fire Code Inspection - For Fire Code Inspections under this Agreement, City designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Ellis County Fire Code. The procedures for requests for hearings, and for actions taken as a result of those hearings are set forth in the Ellis County Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.
- 3.08 Fire Regulation Inspection - For Fire Regulation Inspections under this Agreement, City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including and related penalties described in the other applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.
- 3.09 Legal Action - In any legal action which is required as a result of the services provided under this Agreement, the Ellis County and District Attorney is responsible for judicial prosecution of violations of the applicable Ellis County Fire Code and any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and county rules or regulations related to fire control and

prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state, and county rules or regulations.

- 3.10 Compliance with Laws - City shall comply with all applicable laws, rules and regulations in the performance of this agreement.
- 3.11 Appeals and Hearing Procedures - The Maypearl City Council shall assume all procedures, duties, and responsibilities assigned to the Ellis County Commissioners Court within Part 6 – Appeals and Hearing Procedures of the Ellis County Fire Code.

#### 4.0 Responsibilities of County

- 4.01 Enforcement of Ellis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Ellis County Fire Code and carry out the following services related to it in City of Maypearl:

4.01.01 review plans of applicants for permits under it,

4.01.02 issue building permits under it, and

4.01.03 perform inspections of installations required by it, and

4.01.04 the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance.

- 4.02 Complaint Investigation - County shall investigate Ellis County Fire Code complaints and complaints about violations of any other applicable federal, state and county rules or regulations related to fire control and prevention. If the investigations of a complaint reveal the violation of the Ellis County Fire Code or any other applicable federal, state and county rules or regulations related to fire control and preventions, County shall enforce these legal requirements to the extent allowed by law except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.

- 4.03 Other Permit Inspections - County shall routinely inspect establishments for compliance with any applicable federal, state and county rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to insure compliance with the applicable federal, state, and county rules or regulations. Routine inspections may be either inspected prior to and as part of both the initial state licensing proves and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.

- 4.04 Credit for Fees - County may perform any reasonable activities necessary to collect fees for

services provided. County may retain all fees collected.

4.05 Annual Reports - Annually County shall provide City with at least a summary report for the information provided:

4.05.01 the number of applications received in the City of Maypearl

4.05.02 the number of permits issued in the City of Maypearl, and

4.05.03 the number and type of inspections related to other laws that are performed.

4.06 Access to reports, Records, and Facilities - County shall provide City with full access to all records and reports about the Ellis County Office of the Fire Marshal that are available by law to members of the public generally.

4.07 Compliance with Laws - County shall comply with all applicable laws, rules, and regulations in the performance of this agreement.

## 5.0 Fees

5.01 Fire Code Permits - County shall charge applicants for permits in City of Maypearl based on the fees that are approved by the Commissioners Court.

5.02 Other Fire Regulation Fees - County shall charge businesses needing an inspection in City of Maypearl based on the fees that are approved by the Commissioners Court.

## 6.0 Liability

6.01 Limits of Liability - City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County of its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City of its employees or agents in relation to the responsibilities of City under this Agreement.

6.02 Shared Liability - If both County and City are liable for any claims or damages arising from the actions of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their actions or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement."

## 7.0 Acknowledgements

7.01 Ellis County Fire Code - City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules, or resolutions adopting the Ellis County Fire Code. City further acknowledges and agrees that this Ellis County Fire Code supersedes

any other ordinances, orders, rules, resolutions, or other enactments by City related to the regulations being implemented under this Agreement.

7.02 Limit of Representative Authority - City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 Limit on Agents - No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee, or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the City Council.

#### 8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

#### 9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

#### 10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

#### 11.0 Dispute Resolution and Jurisdiction

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC.

AND REM. CODE ANN., §154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

- 11.02 Jurisdiction – This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under it are performable in Ellis County, Texas. The appropriate venue for any dispute arising out of this agreement shall be a district court of Ellis County, Texas.

## 12.0 Waiver and Reservation of Rights

- 12.01 Waiver - The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.

- 12.02 Reservation of Rights and Remedies - All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the laws or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

## 13.0 Termination

- 13.01 Annual Termination - Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.
- 13.02 Mutually Agreed Termination – This agreement may be terminated at any time by mutual agreement of the parties.
- 13.03 Termination for Breach - Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.
- 13.04 Survival of Provisions - If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid.

**14.0 Notice**

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

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

14.03 City Address Notice sent pursuant to this agreement shall be delivered or sent to City at the following addresses:

Mayor, City of Maypearl  
104 E. Second Street  
Maypearl, TX 76064

14.04 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.05 Change of Address Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

**15.0 Parties Bound**

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

**16.0 Interpretational Guideline**

16.01 Third Party Rights Not Created - This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply - This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Ellis County, Texas.

- 16.03 Severability of Provisions - In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.
- 16.04 Computation of Time - When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.
- 16.05 Gender and Number - Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.
- 16.06 Headings - The headings at the beginning of the various provisions of this agreement have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

EXECUTED this 8th day of December, 2014.

CITY OF MAYPEARL

By: Adele Mooney  
ADELE MOONEY  
MAYOR

COUNTY OF ELLIS

By: Carol Bush  
CAROL BUSH  
COUNTY JUDGE

ATTEST

By: Jeanie Evans  
CITY CLERK

ATTEST

By: Cindy Polley  
CINDY POLLEY  
COUNTY CLERK

The Ellis County Emergency Services District #1 supports the implementation of this Interlocal Agreement between the City of Maypearl and Ellis County. The ESD Board Members have determined the agreement will increase the level of fire protection throughout the district.

ELLIS COUNTY EMERGENCY SERVICES DISTRICT # 1

By: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

**AGREEMENT COOPERATION  
BETWEEN  
COUNTY OF ELLIS AND ENNIS GARDEN CLUB  
(represented by Chairman of the Bluebonnet Trail Annual Event)  
Pursuant to Local Govt. Code §319.003 (a) and 319.004**

**WHEREAS**, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

**WHEREAS**, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2018 - 19 as provided by Exhibit A and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2018 to September 30, 2019**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
  - 1. that prior to beginning said project, a WORK ORDER, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
  - 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon **before** Work Order is approved; and;

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

EXECUTED in triplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF ELLIS

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

Attest:

\_\_\_\_\_  
Cindy Polley  
Ellis County Clerk

  
Ennis Garden Club  
Represented by Chairman of the  
Bluebonnet Trail Annual Event  
(Sandy Anderson)

Attest:

  
Ennis Garden Club  
Title: President

**WORK ORDER UNDER AGREEMENT COOPERATION  
BETWEEN COUNTY OF ELLIS  
AND  
ENNIS GARDEN CLUB  
(Represented by Chairman of the Bluebonnet Trail annual event)**

---

**Service Provider:** Ellis County, Texas

**Department to Provide Service:** Ellis County Commissioner, Pct. 2

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

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

**Local Government Requesting Service:** *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

**Description of Project to be Undertaken:** *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2019).*

**Location of Project to be Undertaken:** *Ellis County Precincts 1& 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. –  
Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

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

Lane Grayson  
Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners' Court per Minute Order No.** \_\_\_\_\_ **on the** \_\_\_\_\_  
**day of** \_\_\_\_\_, 2018.

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

\*\*\*\*\*

**ACCEPTED AND AGREED TO this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2018.

**Signature:** *Sandra S. Anderson*  
Sandra S. Anderson

**Title:** *Chairman of the 2018 Bluebonnet Trail  
(Ennis Garden Club)*

**On Behalf of:** *Ennis Garden Club (represented by  
Chairman of the Bluebonnet Trail Annual Event*

**WORK ORDER UNDER AGREEMENT COOPERATION  
BETWEEN COUNTY OF ELLIS  
AND  
ENNIS GARDEN CLUB**

**(Represented by Chairman of the Bluebonnet Trail annual event)**

---

**Service Provider:** Ellis County, Texas

**Department to Provide Service:** Ellis County Commissioner, Pct. 2

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

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

**Local Government Requesting Service:** *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

**Description of Project to be Undertaken:** *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2019).*

**Location of Project to be Undertaken:** *Ellis County Precincts 1& 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. –  
Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

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

Lane Grayson  
Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners' Court per Minute Order No.** \_\_\_\_\_ **on the** \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

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

\*\*\*\*\*  
**ACCEPTED AND AGREED TO this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2018.

**Signature:** *Sandra S. Anderson*  
Sandra S. Anderson

**Title:** *Chairman of the 2018 Bluebonnet Trail  
(Ennis Garden Club)*

**On Behalf of:** *Ennis Garden Club (represented by  
Chairman of the Bluebonnet Trail Annual Event*

**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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Garrett goods and/or 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. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2018 to September 30, 2019**.
- 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. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
  - 3. 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.
  - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF ELLIS

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

Attest:

\_\_\_\_\_  
 Ellis County Clerk

CITY OF GARRETT

\_\_\_\_\_  
 Signature  
 Printed Name: MATTHEW SUM  
 Title: MAYOR

Attest:

Judy Braddock  
 City Secretary (Administrator)

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

**Service Provider:** Ellis County, Texas

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

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

*per Commissioners Court Minute Order* \_\_\_\_\_

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

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

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

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

**Signature of  
Ellis Co. Commissioner, Pct. 2**

**Department:** Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018/19.**

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

\*\*\*\*\*

**ACCEPTED AND AGREED TO this \_\_\_ day of \_\_\_\_\_, 2018/19.**

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

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

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

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2018 to September 30, 2019.**
- 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. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
  - 3. 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; and,
  - 4. that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.
- F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF ELLIS

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

Attest:

\_\_\_\_\_  
Ellis County Clerk

AVALON INDEPENDENT  
SCHOOL DISTRICT

David Del Bosque  
Signature  
Printed Name: Dr. David Del Bosque  
Title: Supt.

Attest:

Todd M R  
School Board President

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

Service Provider: Ellis County, Texas

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

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

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

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

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

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

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

Signature of  
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018/19.

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

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_\_ day of \_\_\_\_\_, 2018/19.

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

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

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

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

**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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Ennis goods and/or services.
- B. The City of Ennis (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2018 to September 30, 2019.**
- 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. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
  - 3. 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.
  - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF ELLIS

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

Attest:

\_\_\_\_\_  
Ellis County Clerk



Attest:

\_\_\_\_\_  
**Angus Wade**  
City Secretary (Administrator)

CITY OF ENNIS  
\_\_\_\_\_  
Signature  
Printed Name: **Angeline Guenemann**  
Title: **Mayor**

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

Service Provider: Ellis County, Texas

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

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

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

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

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

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

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

Signature of  
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018/19.

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

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_ day of \_\_\_\_\_, 2018/19.

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

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

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

**INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
- D. The terms of this agreement shall be from **October 1, 2018 to September 30, 2019**.
- 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. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
- 3. 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; and,
- 4 that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

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

**EXECUTED** in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF ELLIS

\_\_\_\_\_  
 CAROL BUSH  
 County Judge, Ellis County, Texas

Attest:

\_\_\_\_\_  
 Ellis County Clerk

ENNIS INDEPENDENT  
 SCHOOL DISTRICT



Signature  
 Printed Name: Bramlet Beard  
 Title: Board President

Attest:

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

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

**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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2018 to September 30, 2019.**
- 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



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

**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 of service contracted for and to be provided by this agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall further be authorized to sell the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. The CITY, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
- D. The terms of this agreement shall be from **FY October 1, 2018 to September 30, 2019.**
- 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. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
  - 3. 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.
  - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF ELLIS

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

Attest:

\_\_\_\_\_  
 Ellis County Clerk

CITY OF ALMA

*Kyle Wilson*  
 \_\_\_\_\_  
 Signature  
 Printed Name: Kyle Wilson  
 Title: MAYOR Pro-Tem

Attest:

*Linda Blaych*  
 \_\_\_\_\_  
 City Secretary (Administrator)

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

Service Provider: Ellis County, Texas

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

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

*per Commissioners Court Minute Order* \_\_\_\_\_

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

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

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

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

Signature of  
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018/19.

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

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_ day of \_\_\_\_\_, 2018/19.

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 1-2-18*  
*Per Commissioners Court Minute No. 111.18*

Local Government Requesting Service: *CITY OF PALMER*

Description of Project to be undertaken: *Wilson Road*  
*reclaim + Resurface Roads, ADD 40 YARDS OF ASP.*  
*2 COATS OF CHIPSEAL*

Location of Project to be undertaken: *Wilson Road*

\_\_\_\_\_  
*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 2<sup>nd</sup> day of July, 2018.

Signature: *[Handwritten Signature]*

Title: *CITY ADMINISTRATOR*

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

**DRAFT**  
**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN ITALY INDEPENDENT SCHOOL DISTRICT AND ELLIS COUNTY**

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This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between the Italy Independent School District (Italy ISD), a political subdivision acting through its Board of Trustees, and Ellis County (County), a political subdivision acting through its Commissioners' Court. Collectively Italy ISD and the County may be referred to as the "Parties."

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

**WHEREAS**, Italy ISD is a public school district with campuses located within the jurisdictional boundaries of Ellis County where the County presently operates a Sheriff's Office;

**WHEREAS**, the County seeks a location for the Sheriff's Department officers to complete paperwork, reports, and related police department activities;

**WHEREAS**, the Italy ISD has space available that is not necessary to benefit Italy ISD students or for school purposes;

**WHEREAS**, Italy ISD and the County have each found that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and most importantly enhanced public safety for the constituents of both Italy ISD and the County;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

1. Subject to the terms of this Agreement, the Italy ISD grants to County the right to use a room on the Italy ISD High School campus, as designated by the Italy ISD ("Facilities") in connection with the County's Sheriff Office needs as expressed in this Agreement.
2. The Facilities shall be equipped with a lockable door. In addition, the District shall provide to the County the following:
  - a. All utilities;
  - b. Internet/Wi-Fi;
  - c. A refrigerator;
  - d. Keys and/or access codes for the Facilities;
  - e. Desks and chairs; and
  - f. Designated parking.
3. The County shall make reasonable efforts to ensure the Facilities are regularly used by County police officers during the normal school day. The County's use of the Facilities shall be

consistent with this Agreement, and the purpose and use for which the individual amenities and improvements are designed and constructed. The County shall not use the Facilities as a detention or holding space, for questioning or interrogations, or for conducting searches.

4. The initial term of this Agreement shall commence on [INSERT DATE], and continue through [INSERT DATE], and shall automatically renew for an annual term commencing on August 19, 2019 thereafter, unless terminated earlier in writing by either party. Either Party may terminate this Agreement, without penalty, with or without cause, upon seven (7) days written notice to the other Party. Upon termination of this Agreement, County shall remove all property of every kind and character placed in or on the Facilities after the date hereof, with the exception of any property owned by District, and shall return the Facilities to District clean and free of debris and as near its original condition as is reasonably possible, ordinary wear and tear excepted.

5. Consideration for the Agreement shall be the obligations set forth in this Agreement. Italy ISD shall not charge a fee for use of the Facilities as the use is by a local governmental agency and the increased presence of law enforcement officers on Italy ISD campuses improves safety and security.

6. The County is solely responsible for the cost of any damages to the Facilities occurring during the Term of this Agreement, ordinary wear and tear excepted.

7. The County is not authorized to make any alterations, modifications, or additions, whether temporary or permanent, to the Facilities without the prior written consent of the District.

8. County will not allow the possession or use of alcohol, illegal drugs, or the use of tobacco products, including electronic cigarettes, on District property.

9. The District shall not be responsible or liable for the County's personal property located in the Facilities or for the personal property of any County employee.

10. The District may revoke its permission to any individual to use or access the Facilities at any time it is determined that use or access is detrimental to Italy ISD students or staff, the educational environment, or damages or threatens to damage school property, or violates Board Policy and/or administrative regulations. Upon such revocation of an individual, the District shall timely notify the Sheriff's Office.

11. The County has received a copy of the District's policies governing the use of the Facilities, and hereby acknowledges and understands that the County is obligated to comply with those policies, including Conduct on School Premises (GKA (Legal) and (Local)), Visitors to the Schools (GKC (Legal) and (Local)), and Nonschool Use of School Facilities (GKD (Legal) and (Local)).

12. The District shall have exclusive control, supervision and policy making authority for and with respect to the Facilities.

13. The County assumes full responsibility for the conduct of any and all persons using the Facilities under this Agreement.

14. THE COUNTY HEREBY AGREES, TO THE EXENT PERMITTED BY LAW, TO SAVE AND KEEP DISTRICT FOREVER HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY OR DAMAGE OR CHARGES IMPOSED FOR ANY VIOLATION OF ANY LAW ORDINANCES, WHETHER OCCASIONED BY THE NEGLIGENCE OF COUNTY OR ANY OF ITS EMPLOYEES, AGENTS, OR AFFILIATES AND THAT DISTRICT WILL AT ALL TIMES BE PROTECTED, INDEMNIFIED, SAVED AND KEPT HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE ON OR ABOUT THE FACILITIES OR SURROUNDING PROPERTY, CAUSING INJURY TO ANY PERSON OR PROPERTY WHOMSOEVER OR WHATSOEVER AND WILL BE PROTECTED, INDEMNIFIED, SAVED AND KEPT HARMLESS AGAINST ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE ARISING OUT OF ANY FAILURE OF SUCH ORGANIZATION IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS SET OUT IN THIS AGREEMENT.

15. Nothing in this Agreement shall be deemed to create or increase the jurisdiction or authority of either the County or the District except as necessary to give effect to this Agreement. All the functions and services of the County shall be and remain the sole responsibility of the County. All governmental services and functions of the District shall be and remain the sole responsibility of the District.

16. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the District or County nor to create any legal rights or claim on behalf of any third party. Nothing in this Agreement shall be deemed by the District or County to waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

17. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. The address for notice for each party is set forth below. Any address for notice may be changed by written notice delivered as provided herein.

\_\_\_\_\_ County: \_\_\_\_\_ Attn: [Insert Contact Information]

District: Attn: Superintendent of Schools  
Italy Independent School District  
300 South College Street,

Italy, Texas 76651

18. If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.

19. This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall live in Italy County, Texas unless otherwise mandated by law.

21. No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

22. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

23. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute and attest to this Agreement by their officers duly authorized.

**ITALY INDEPENDENT SCHOOL DISTRICT  
INDEPENDENT SCHOOL DISTRICT**

**ELLIS COUNTY**

\_\_\_\_\_  
Larry Eubank, President Board of Trustees

\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lee Joffre, Superintendent

\_\_\_\_\_  
Charles Edge, Sherriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date