

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

Ad

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: September 2018

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
9/4	Waxahachie Area-LHL Board Meeting	16		
9/5	Waxahachie Area-Beef Project Work Day Livestock Judging Meeting	38		
9/6	Avalon Area-Harvest Corn Variety Demons.	41		
9/7	Waxahachie -Abilene- WTSF Jr. Heifer Show	168		
9/8	Abilene Area-WTSF Jr. Heifer Show	17		
9/9	Abilene-Waxahachie-WTSF Jr. Heifer Show	172		
9/11	Waxahachie area-Master Gardener Training	6		
9/18	Waxahachie Area-TDA Private Applicator Training	3		
9/22	Waxahachie – Brenham - Waxahachie- Washington Co. Livestock Contest	590		
9/23	Waxahachie – Tyler – Waxahachie – ETSF Jr. Steer Show	278		
9/25	Waxahachie area-SFT Exhibitor meeting	3		
9/26	Waxahachie area-Central Appraisal Ag Advisory Board\Crop PAC Meeting\ECYE meeting	47		
9/27	Waxahachie – Ennis Area – MG Board Meeting/Beef Project meeting	79		
		1458		

Other expenses in field (list)

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

Date: 10/15/18 Signed: *Mark Arnold*

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 1458

Selected major activities since last report

September 2018

- 9/5 Beef Project Workshop. Agent assisted and advised 18 Ellis County 4-H Beef Project members, parents and leaders. Daily management, hoof and hair care, internal and external parasite control topics covered.
- 9/6 Harvest Corn Variety Demonstrations. Agent and 2 volunteers harvested and collated data to be used in upcoming educational programs to assist producers in variety selections.
- 9/7,8,9 Agent attended West Texas State Fair in Abilene with 25 4-H livestock project members, parents and leaders. Several high placing animals were exhibited by Ellis County 4-H members.
- 9/11 Master Gardener meeting and Training. 50 Ellis County MG volunteers met to discuss association business plan, upcoming educational program and received
- 9/12 Agent attended D-8 In-Service Training in Stephenville.
- 9/18 4 area producers attended monthly TDA Private Applicator Training as necessary to take the TDA test to become a Licensed Private Applicator.
- 9/22 Agent and 6 Ellis County 4-H Livestock Judging team members attended the Washington County Fair Livestock Judging Contest in Brenham. This contest will help prepare them for upcoming contests and the 2019 District 8 Judging Contest next April.
- 9/23 Agent attended the East Texas State Fair with 13 Ellis County 4-H Beef Project members, parents, and leaders for the Jt. Steer Show. Several high placing animals were exhibited by Ellis County 4-H members.
- 9/25 Agent assisted 4-H Agent and volunteers with the State Fair Exhibitor Informational Meeting. Schedules, passes and last-minute plans were made for Ellis County 4-H members participating at the State Fair.
- 9/26 Agent attended the Ellis Central Appraisal District Ag Advisory Board meeting to discuss current trends, crop progress and complete the annual state Comptroller Ag Survey.
- 9/27 37 Ag Science Teachers Show officials, volunteers and area School Administrators attended the regular planning meeting for the upcoming 2019 ECYE to be held March 2019. School Administrators received project and program interpretation information while final plans for the 2019 and 2020 event were made.
- 9/28 8 Master Gardeners Volunteer Board members met to conduct business and plan educational program for 2018 and 2019.

Phone calls, emails, office, home, farm and ranch visits as needed.

Educational Programming

Programs	18
Participants	368+

Educational Contacts

Site Visits 4-H	5
Site Visits Ag	6
Telephone	675
MG/MN Telephone	95
Office Visits	130
E-Mails	645
Newsletter/Letters	608
E-Gardening Newsletters	1605

Media Outreach:

Website hits	183
News Releases	3
Facebook posts	7
MG/MN new releases	3
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

10/1,2,3,4	State Fair of Texas Jr. Steer Show, Dallas
10/6	ECYE "350" Banquet, Waxahachie
10/8	State Fair of Texas Youth Livestock Judging Contest, Dallas
10/10,11,12,13,14	SFT Junior Heifer Show, Dallas
10/11	Heart of Texas Junior Steer Show, Waco
10/15	Beef Project Workshop, Waxahachie
10/16	New Landowner Educational Program, Waxahachie
10/17,18,19	SFT Junior Heifer Show, Dallas
10/20,21	Hill County Youth Livestock Judging Contest/Central Texas Youth Livestock Judging Contest/Mason/Rising Star
10/22	State Heifer Validation, Waxahachie
10/23	State Lam/Goat Validation, Waxahachie
	New Landowner Program, Waxahachie
10/25,26,27	ECYE Commercial Heifer Show and Sale, Waxahachie
10/27	Ellis Fall Beef Educational Program, Waxahachie
10/29	Legislative Interpretation Workday, Stephenville
	Spring Major Show Entry Night, Waxahachie
10/30	TDA Private Applicator Training, Waxahachie
	New Landowner Program, Waxahachie
10/31	Major Show Entry Night, Waxahachie

Mark Arnold**Name****County Extension Agent - Agriculture****Title****Ellis****County****10/15/18****Date**

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
September 2018**

Selected major activities since last report

Miles traveled: 937

- 09/04: Ennis 4-H Meeting-Agent presented program on record books. *12 students, 9 adults*
- 09/05: Livestock Judging Informational meeting-agent hosted livestock judging meeting. *9 students, 4 parents*
- 09/06: TAE4-HA District meeting/Shotgun Workshop/PDC Meeting-Agent finished out term as District Director by leading the district association meeting. Attended a shotgun workshop to learn more about the contests associated with the shotgun discipline in shooting sports. Serves on PDC. Attended meeting to discuss past and upcoming district contests.
- 09/08: Vet Science Project met at Extension Office, *12 students, 4 adults*
- 09/08: Kick-Off Night-Hosted Kick-Off Night to highlight all 4-H clubs and projects in Ellis County 4-H. *213 total participants*
- 09/09: Silver Spurs 4-H Meeting-Agent presented program on Parliamentary Procedure *15 students, 7 adults*
- 09/10: Livestock 4-H meeting-agent attended and answered new parent questions. *27 students, 14 adults*
- 09/12: District 8 Fall Program Planning Meeting-agent attended meeting in Stephenville
- 09/13: Rabbit Workshop-Agent attended rabbit workshop in Belton to learn more about working with the breeding rabbit and market rabbit projects
- 09/14: Community 4-H meeting-Agent presented a program on Food Challenge. *12 students, 4 adults*
- 09/14: Agent met with Farm Bureau Field Rep to discuss potential programs to partner on
- 09/18: Agent met with Farm Bureau Field Rep and WISD Elementary STEM Coordinator to discuss Ag Awareness Day and other potential programs *2 adults*
- 09/18: Pettigrew Academy-Agent presented program over Science in the Kitchen (learning to hypothesize) *18 students, 2 adults*
- 09/18: Pettigrew 4-H-Agent presented program over Parliamentary Procedure *15 students, 5 adults*
- 09/21: All 4-Him 4-H-Agent attended meeting and answered parent questions, *16 students, 10 adults*
- 09/23: East Texas State Fair-Agent attended the Market Steer Show (5 students showing)
- 09/25: State Fair of Texas Exhibitor meeting-handed out passes and went over rules, schedule, and traveling schedules.
- 09/26: ECYE Show Committee Meeting, agent attended
- 09/28-30: State Fair of Texas Market Lambs, Goats, and Gilts (3 goats, 2 lambs, 1 gilt)

Educational Contacts

Educational Programming:

Programs 12
 Participants.....560

Educational Contacts:

Site Visits 4-H..... 7
 Telephone..... 475
 Office Visits..... 25
 E-mails.....678
 Newsletters/letters..... 465
 Faxes 15

Media Outreach:

News Releases..... 2
 TV/Radio..... 2
 Website Hits..... 207

Social Media Contacts..... 34 posts on FB, 1621 follows (30,624 post reach, 2 ads), 20 on Instagram (313 follows)

Major plans for next month

- State Fair of Texas (60 livestock students attending, 5 Wildlife Teams, 3 Livestock Judging, 1 Ag ID, 1 Public Speaker, 2 Skillathon)
- Clover Campaign Events
- National 4-H Week
- 350 Benefit
- Heart of Texas Fair
- State Sheep/Goat Validation
- Salvation Army Information Night
- Ag Awareness Day (Path to the Plate)- Walnut Grove Middle School
- District 8 Council Retreat
- Interpretation Workshop
- Spring Majors-Entry Days

Name: Megan Parr

Title: County Extension Agent 4-H

Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis

Date:09/25/2018

RECEIVED

F1

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT

OCT 25 2018

BY: Ellis Co. Auditor's Ofc.

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
001-0310-50873-00000-000	Maint/Rps Ofc. Equip.	\$1,844.00
001-0310-50888-00000-000	Computer Service	\$116.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0310-50802-00000-000	Equipment	\$1,960.00

M. Marie Reed
Signature of Department Head

10/22/2018

Date Signed

District 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 Soullier 10/26/18

F2

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50558-00000-000	contingencies/reserve	2,730.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0375-50502-00000-000	Salaries	2,295.00
001-0375-50553	Social Security	176.00
001-0375-50554	Retirement	259.00

Signature of Department Head Date Signed Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

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

Approved by County Auditor's Office:

DeVonda Spivealock 10/30/18

F3

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:

2018/2019

TRANSFER FROM:

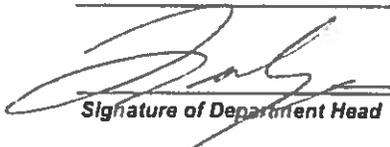
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
FM2 GENERAL EXPENSES	010-0653-50807-00000-000	\$10,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
FM2 TIRES	010-0653-50907-00000-000	\$10,000.00

POSTED
PCT2
COMPUTER



Signature of Department Head

11.1.18

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~~ 2018/2019

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

Approved by County Auditor's Office:

DeVonde Spaulvek 11/2/18

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

RECEIVED

NOV 01 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:
2018/2019

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-30302-00000-000	Fund Balance	3,277.55

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-50802-00000-000	Equipment	3,277.55


Signature of Department Head

October 31, 2018
Date Signed

010 / SO
Department

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

APPROVED THIS _____ DAY OF _____, ~~2017/2018~~ 2018/2019

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

Approved by County Auditor's Office:

DeVonde Spurlink 11/2/18

FS

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50802	Equipment	\$2,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50831	Uniform	\$2,000.00

<u>Tim Birdwell</u>	<u>10/30/2018</u>	<u>Ellis County Fire Marshal</u>
<i>Tim Birdwell</i>	<i>Date Signed</i>	<i>Department</i>
<i>Signature of Department Head</i>		

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

APPROVED THIS _____ DAY OF _____, 2018/2019

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

Approved by County Auditor's Office: DeVonde Spinkler 11/1/18



AGENDA ITEM NO. SP1
Ellis County Commissioners' Court
November 6, 2018



SHORT TITLE:

Simplified plat of Gallardo Acres Addition, Lots 1-2, Block A

LEGAL CAPTION:

Consider & act upon a simplified plat of Gallardo Acres Addition, Lots 1 & 2, Block A. The property contains a total of ± 9.98 acres of land in the R. de la Pena Survey, Abstract No. 3 located on the west side of Wickliffe Road ± 2,400 feet south of FM 780, Ferris, Road & Bridge Precinct No. 1.



APPLICANT:

Jesenia Gallardo



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots along Wickliffe Road. Both lots are equally ± 4.99 acres.



HISTORY:

There is no other subdivision history associated with this property. Rockett SUD states there is an 8-inch water line along Wickliffe Road.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

This plat shows a total right-of-way dedication of forty (40) feet along the centerline of Wickliffe Road to convert it from prescriptive to dedicated right-of-way. This plat shows the necessary right-of-way dedication for this road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



APPROVED AND PRESENTED BY:

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

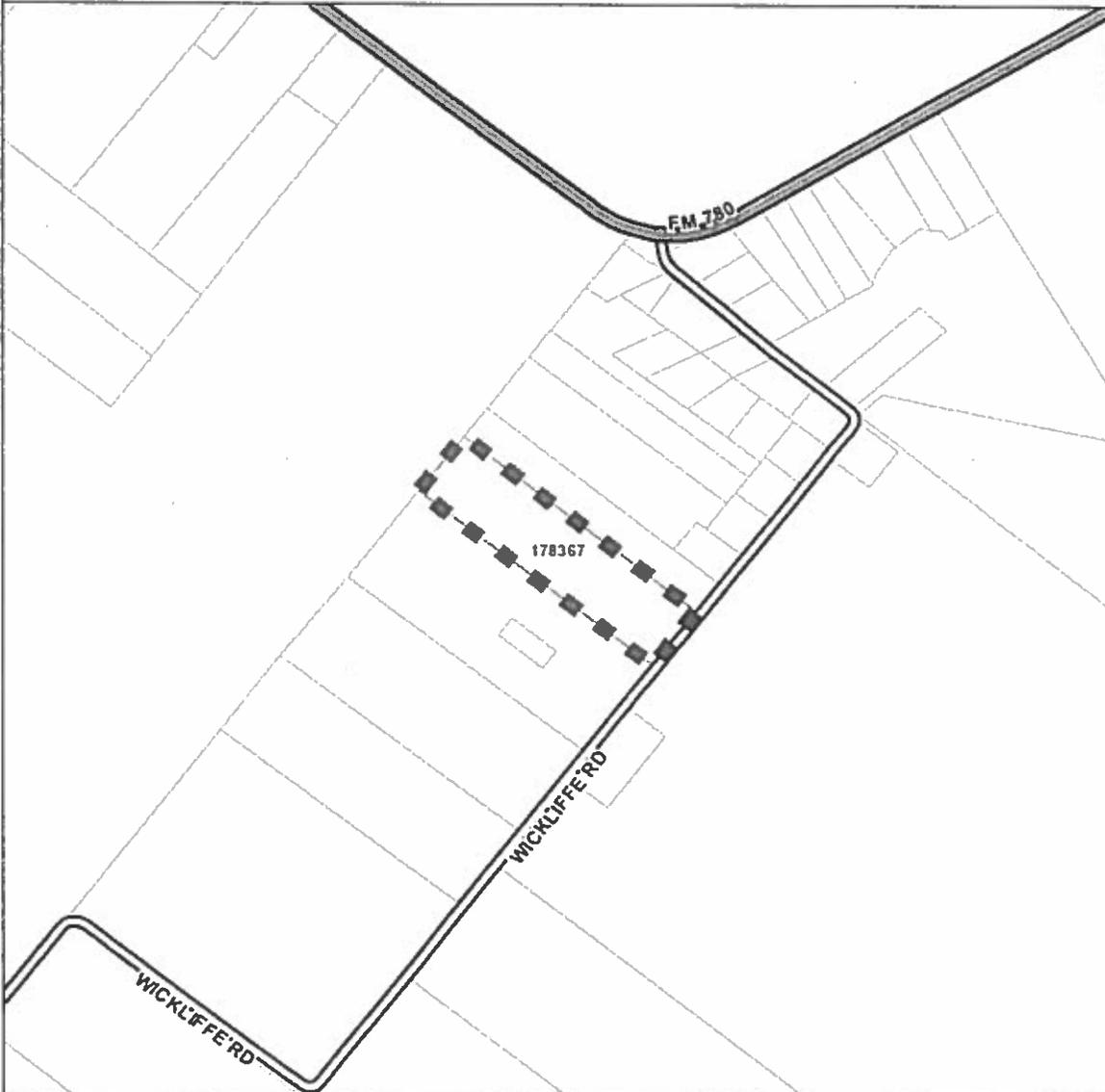
Alberto Mares, AICP, DR
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1

Name: Gallardo Acres Addition Simplified Plat
Case Number:
Parcel ID: 178367

Department of Development
Case Location Map
Date Printed: 10/29/2018



Cases

- PARCELS
- Major Roads
- CITY
- Minor Roads
- Other Roads



0 500 1,000 Feet

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or accounting purposes. It does not represent an independent survey and does not verify the appropriate relative location of property boundaries. Ellis County has produced this product for reference purposes only and it is not a warranty for the product's accuracy or completeness. Coordinate System: NAD 1983 (Datum: Texas State Plane 7 FIPS 4302 Feet Projection: Lambert Conformal Conic Datum: North American 1983 Units: Foot US

10/29/2018 10:51:41 AM Author: kshelton@co.ellis.tx.us Date Printed: 10/29/2018 10:51:41 AM User: kshelton@co.ellis.tx.us Case Location Map



AGENDA ITEM NO. SP2
Ellis County Commissioners' Court
November 6, 2018



SHORT TITLE:

Simplified plat of Timber Brooks, Lots 1-3

LEGAL CAPTION:

Consider & act upon a simplified plat of Timber Brooks Estates, Lots 1-3. The property contains a total of ± 9.262 acres of land in the J. W. Baker Survey, Abstract No. 35 located at the southeast corner of Palmyra Road and Hunsucker Road, Red Oak, Road & Bridge Precinct No. 1.



APPLICANT:

Cody Cockerham



PURPOSE:

The applicant wishes to subdivide this property into three (3) lots along Palmyra Road. The lots are all between ± 1.043 and ± 6.435 acres.



HISTORY:

Although there is no other history associated with this property, the Commissioners' Court approved a simplified plat for Palmyra Meadows just to the south at its June 19, 2018 Commissioners' Court. Rockett SUD states there is a 12-inch water line along Palmyra Road.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

This plat shows a total right-of-way dedication of forty (40) feet along the centerline of Palmyra Road to convert it from prescriptive to dedicated right-of-way. This plat shows the necessary right-of-way dedication for this road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



APPROVED AND PRESENTED BY:

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



AGENDA ITEM NO. 1.1
Ellis County Commissioners Court
November 6, 2018



SHORT TITLE:

Road frontage, fire hydrant, and lot size variance for 106 & 110 Green Meadows Drive, Waxahachie ETJ.

LEGAL CAPTION:

Consider and act upon a request to grant a one-time variance from Section II-H (Utility Service) and Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured) to allow up to three (3) proposed lots from meeting the useable acreage, lot size, road frontage requirements for platting, and fire hydrant requirements. The property contains ± 5.17 acres of land and commonly known as 106 & 110 Green Meadows Drive, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Linda Kuckuck



PURPOSE:

The applicant wishes to split this property into three (3) lots for single-family residential use as it was illegally subdivided years ago. Now they want to bring the property into compliance but will require a variance to bring it into compliance. The total road frontage for this property is ± 445 feet but is all owned by the same family. Also, with this area developed in 1969, Buena Vista-Bethel SUD has no fire hydrants in this area and no plans on upsizing their lines. Finally, one (1) proposed lot is currently in the floodplain and will not have usable acreage for septic purposes to comply with the Septic Order due to new floodplain maps adopted in 2013. The previous floodplain maps in 1999 did not show the property in the floodplain. For this reason, a variance is needed from Section VIII (A) as well.

The applicant has presented two (2) options that will help them achieve their desired outcome with these requested variances (see Attachment No. 1). The applicant prefers Option No. 1, while staff prefers Option No. 2.



HISTORY:

There are currently three (3) residential dwellings on the property under two different ownership deeds, but all owned by the same family.



OTHER RELEVANT INFORMATION:

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

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



ANALYSIS:

Although the three (3) houses would be allowed under the family variance provision, the property owners wish to create three (3) lots with separate ownership and comply with the subdivision regulations. The applicants have presented two (2) options (see Attachment No. 1) with the main difference being the middle lot.

- Option 1 has the middle lot with a lot width of approximately 70 feet (variance of 80 feet needed) but represents much cleaner ownership lines. Other lots have road frontage of 225 feet and 150 feet, respectively (applicant-preferred option).
- Option 2 has the middle lot with a lot width of 145 feet (variance of five feet needed) but have access easements to adjacent lots and make it function properly. Other lots have road frontage of 150 feet each (staff-preferred option).

Staff supports the fire hydrant variance as this proposed plat would not be creating any new homes or change the character of what is already out there. 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.

Staff also supports the floodplain variance request as this request meets the standard criteria and the floodplain map changed without them doing anything.



RECOMMENDATION:

Staff recommends **approval** of this variance to Section II (H) (Utility Service) and Section VIII (A) (Residential Lots) of the Rules and Regulations, with Option B as the preferred choice, subject to the following conditions:

- 1) A plat that closely mirrors the preferred option of the Commissioners' Court shall be submitted for review before the issuance of any building permits.
- 2) Both development and OSSF permits shall be submitted for review before the construction of any structures on either lot.
- 3) Only one (1) habitable single-family structure shall be allowed on each lot.
- 4) No other subdivision of property can occur on these properties until it can meet the current development regulations.

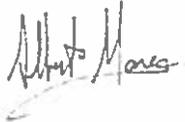


ATTACHMENTS:

1. Applicant's Request
2. Draft Order with Aerial Map & Survey



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1

Linda Kuckuck

106 Green Meadows Dr.

Waxahachie, TX 75167

Dear Mr. Alberto Mares,

Please accept the attached Variance Application. We are seeking to Replat one 5.161 acre Lot into three lots. There are three existing houses, all with their own addresses, septic and utility services.

We are seeking a variance for the required road 150' of frontage due to the original lot only being 445 feet wide. Additionally, 225.03 feet has already been deeded to one family member (shown as Lot 12C). The 225.03 feet is from the southeastern boundary line to the approximate centerline of the creek. This leaves only 219.97 feet of frontage for the remaining two houses. We would ask that 150 feet be allowed for Lot 12A and Lot 12B be allowed to have the remaining 69.97 feet.

Taking any additional road frontage from Lot 12 and applying it to Lot 12B would still not obtain the required 150 feet. This approach would create a small area on the southern side of the creek that would be cut off from the remaining portion of Lot 12B. In addition, the small area needs to encompass an access easement for the existing driveway.

Due to the significant changes of the 2013 FEMA floodplain maps, we would also request a variance for Lot 12C to have less than 1 acre outside the floodplain. Previous FEMA maps do not show the property to be in the 100 year floodplain. There is potential that a revised FEMA will also show the property to not be in the 100 year floodplain, but this has not been confirmed.

Lastly, we would request a variance to meet the current fire-protection requirements. Currently, there are no existing fire hydrants in this subdivision that was established in 1969. According to Buena Vista-Bethel SUD, the current water line cannot provide the water flow and pressure for firefighting per ISO guidelines.

I want to thank you for your consideration of the above requests.

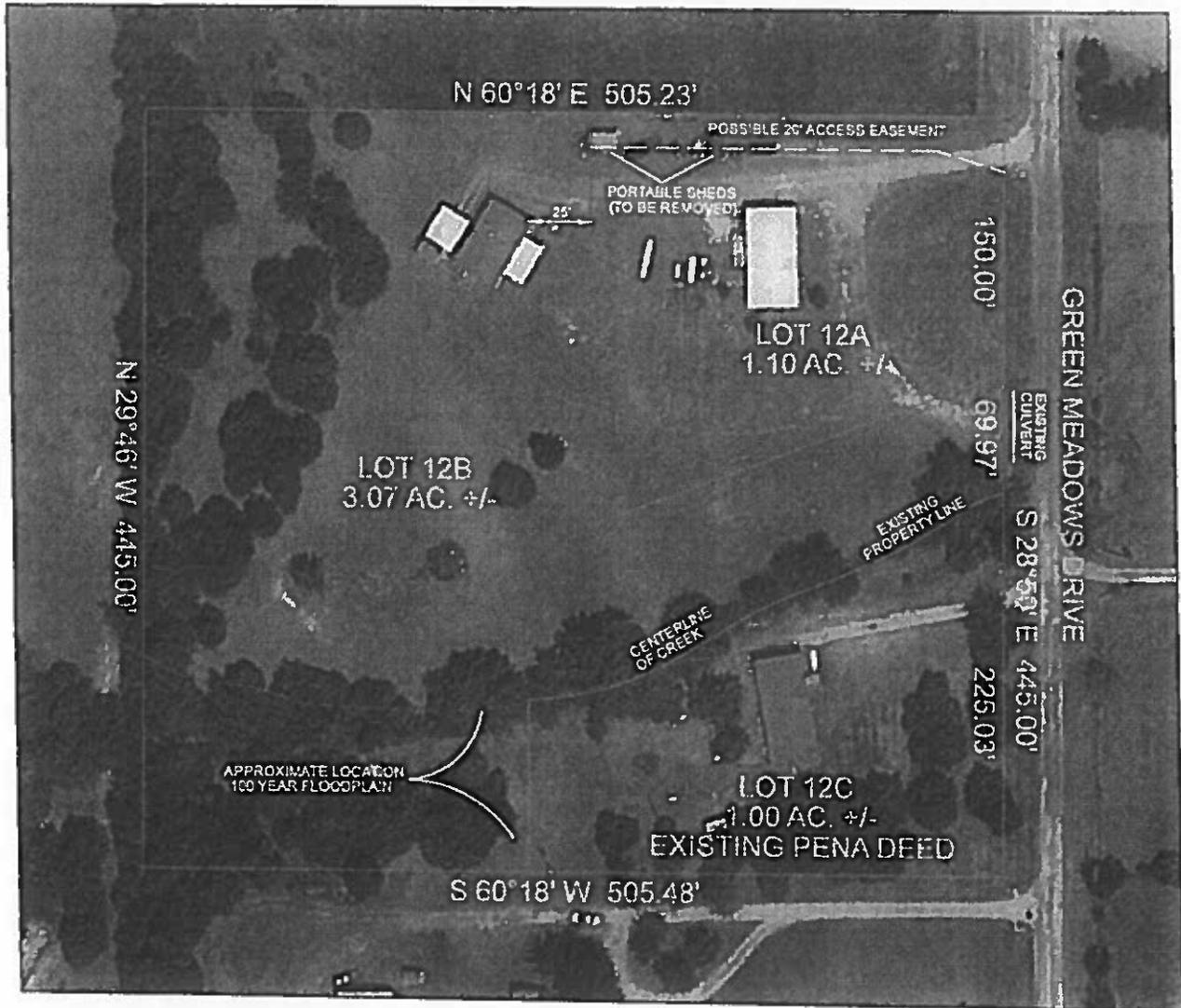
Sincerely,

A handwritten signature in cursive script that reads "Linda Kuckuck".

Linda Kuckuck

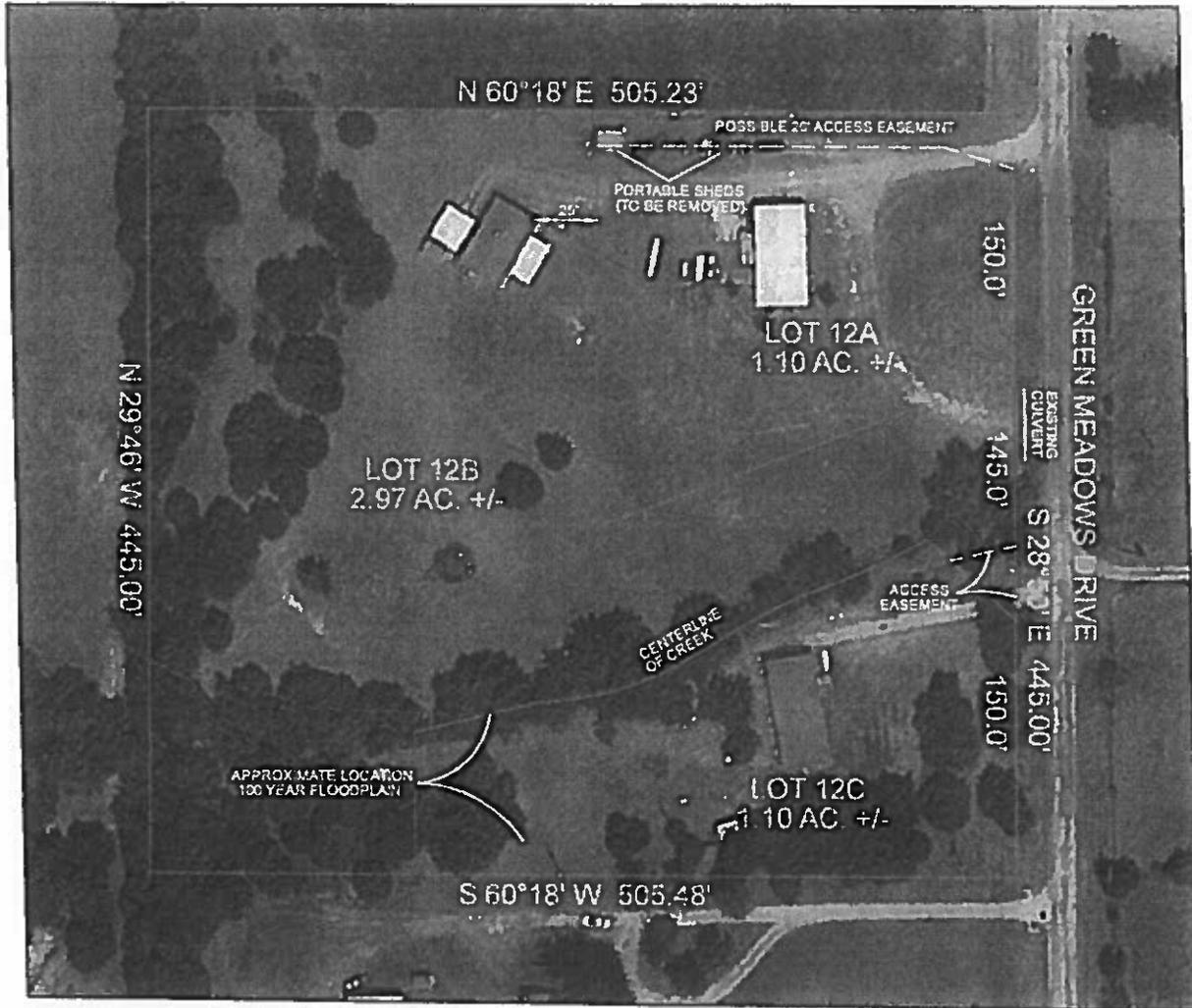


OPTION A





OPTION B





ATTACHMENT NO. 2

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 6th day of November 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) AND SECTION VIII (A) (RESIDENTIAL LOTS) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED) TO ALLOW UP TO THREE (3) PROPOSED LOTS FROM MEETING THE USEABLE ACREAGE, LOT SIZE, ROAD FRONTAGE REQUIREMENTS FOR PLATTING, AND FIRE HYDRANT REQUIREMENTS. THE PROPERTY CONTAINS ± 5.17 ACRES OF LAND AND COMMONLY KNOWN AS 106 & 110 GREEN MEADOWS DRIVE, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3. PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

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



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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section XI (B) of the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes apply and are set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL.

The variance for the above-described properties is hereby granted one-time variances from the Ellis County Rules for relief to Section II (H) (Utility Service) and Section VIII (A) (Residential Lots) of the Rules and Regulations from meeting the useable acreage, lot size, road frontage requirements for platting, and fire hydrant requirements, as shown in Exhibit A, subject to the following conditions:

- 1) A plat that closely mirrors the preferred option of the Commissioners' Court shall be submitted for review before the issuance of any building permits.
- 2) Both development and OSSF permits shall be submitted for review before the construction of any structures on either lot.
- 3) Only one (1) habitable single-family structure shall be allowed on each lot.
- 4) No other subdivision of property can occur on these properties until it can meet the current development regulations.

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 6TH DAY OF NOVEMBER, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

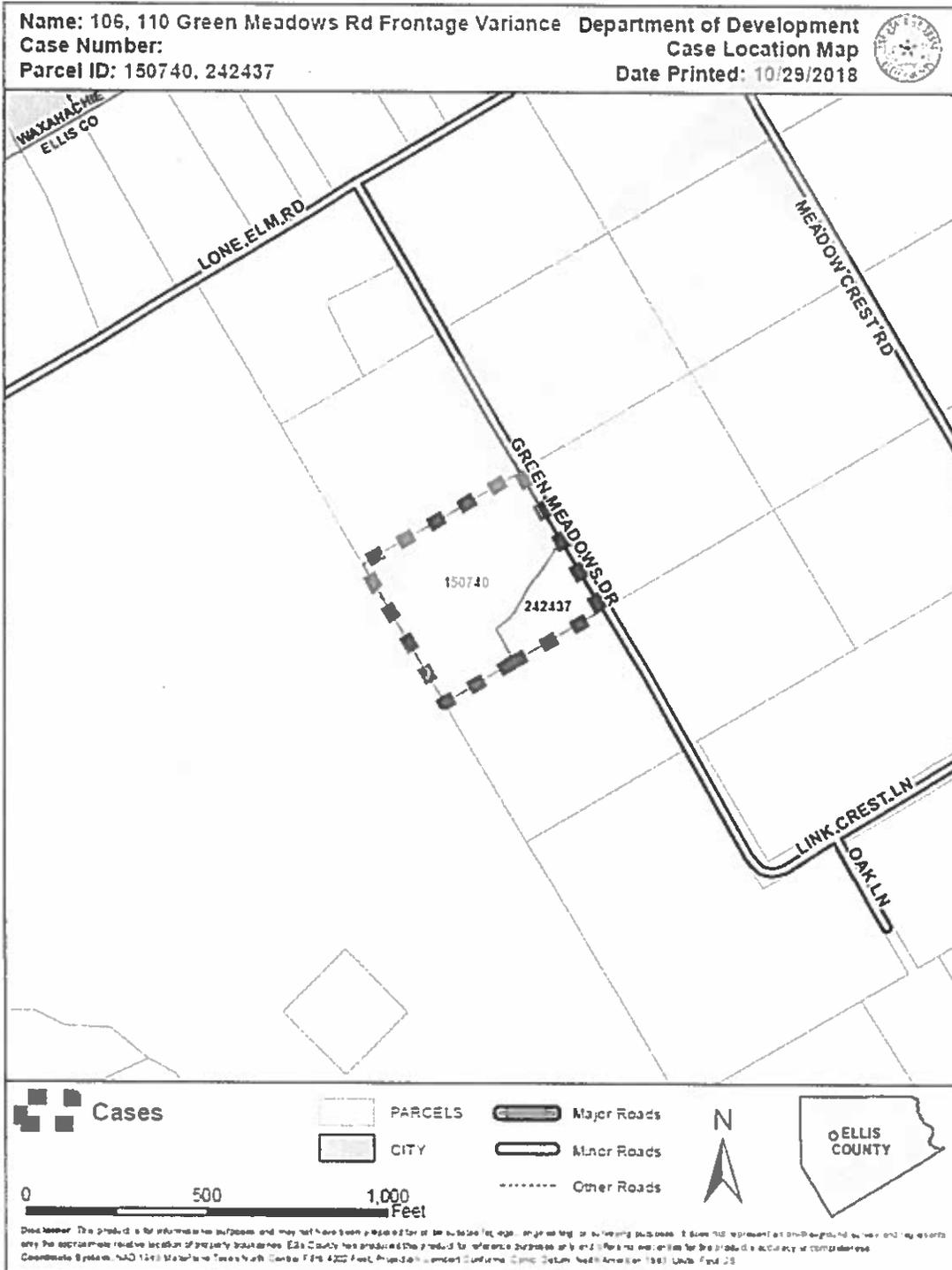
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map & Survey







AGENDA ITEM NO. 1.2
Ellis County Commissioners Court
November 6, 2018



SHORT TITLE:

Road frontage and fire hydrant variances for proposed Snelders Subdivision, Ennis ETJ.

LEGAL CAPTION:

Consider and act upon a request to grant a one-time variance from Section II-H (Utility Service) and Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured) to allow three (3) proposed lots from meeting the road frontage requirements for platting and fire hydrant requirements. The property contains ± 10.101 acres of land located at the southwest intersection of Chmelar Road and Skrivanek Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road & Bridge Precinct No. 1.



APPLICANT(S):

Amelia Valdez



PURPOSE:

The applicant wishes to split this property into three (3) lots for single-family residential use but does not have the road frontage for all three lots, having a total of 435 feet, falling short by approximately 15 feet. Two proposed lots have a width of approximately ± 145.31 feet and one has a lot width of 143.61 feet. A variance between 4.69 and 6.39 is needed to vary from the standard 150 feet.

In addition, East Garrett Water provides water to this area and there are no fire hydrants as the existing waterlines are four (4) inches with no plans on upsizing their infrastructure.



HISTORY:

There is no previous history associated with this property. The City of Ennis currently has the plat under review pending the results of these variance requests.



OTHER RELEVANT INFORMATION:

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

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*
2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*



3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*



ANALYSIS:

As this property lies within Ennis' ETJ, these variance requests are required prior to proceeding with the plat. Staff supports the road frontage variance as the deviation is very minimal.

Due to this situation of fire hydrants, this variance 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.



RECOMMENDATION:

Staff recommends **approval** of this variance to Section II-H (Utility Service) and Section VIII-A (Residential Lots) of the Rules and Regulations, 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.



ATTACHMENTS:

1. Applicant's Request
2. Draft Order with Aerial Map & Survey



DEPARTMENT OF DEVELOPMENT
Ellis County

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



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1

📧 Reply 📧 Reply All 📧 Forward

Mon 10/29/2018 1:20 PM

AV

Amelia Valdez <amelia.valdez@
Snelders Subdivision

To AICP Alberto Mares

East Garrett Water Ricky Langley contact person
972-351-4333
the line is a 4 inch line and is not capable for a fire
hydrant.



ATTACHMENT NO. 2

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 6th day of November 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 ONE-TIME VARIANCE FROM SECTION II-H (UTILITY SERVICE) AND SECTION VIII (A) (RESIDENTIAL LOTS) OF THE COUNTY OF ELLIS RULES, REGULATIONS AND SPECIFICATIONS FOR SUBDIVISIONS AND MANUFACTURED) TO ALLOW THREE (3) PROPOSED LOTS FROM MEETING THE ROAD FRONTAGE REQUIREMENTS FOR PLATTING AND FIRE HYDRANT REQUIREMENTS. THE PROPERTY CONTAINS ± 10.101 ACRES OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF CHMELAR ROAD AND SKRIVANEK ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD & BRIDGE PRECINCT NO. 1. PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

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

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



SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section XI (B) of the "County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes apply and are set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL.

The variance for the above-described properties is hereby granted one-time variances from the Ellis County Rules for relief on the 150 feet of road frontage requirement, 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.

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.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 6TH DAY OF NOVEMBER, 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

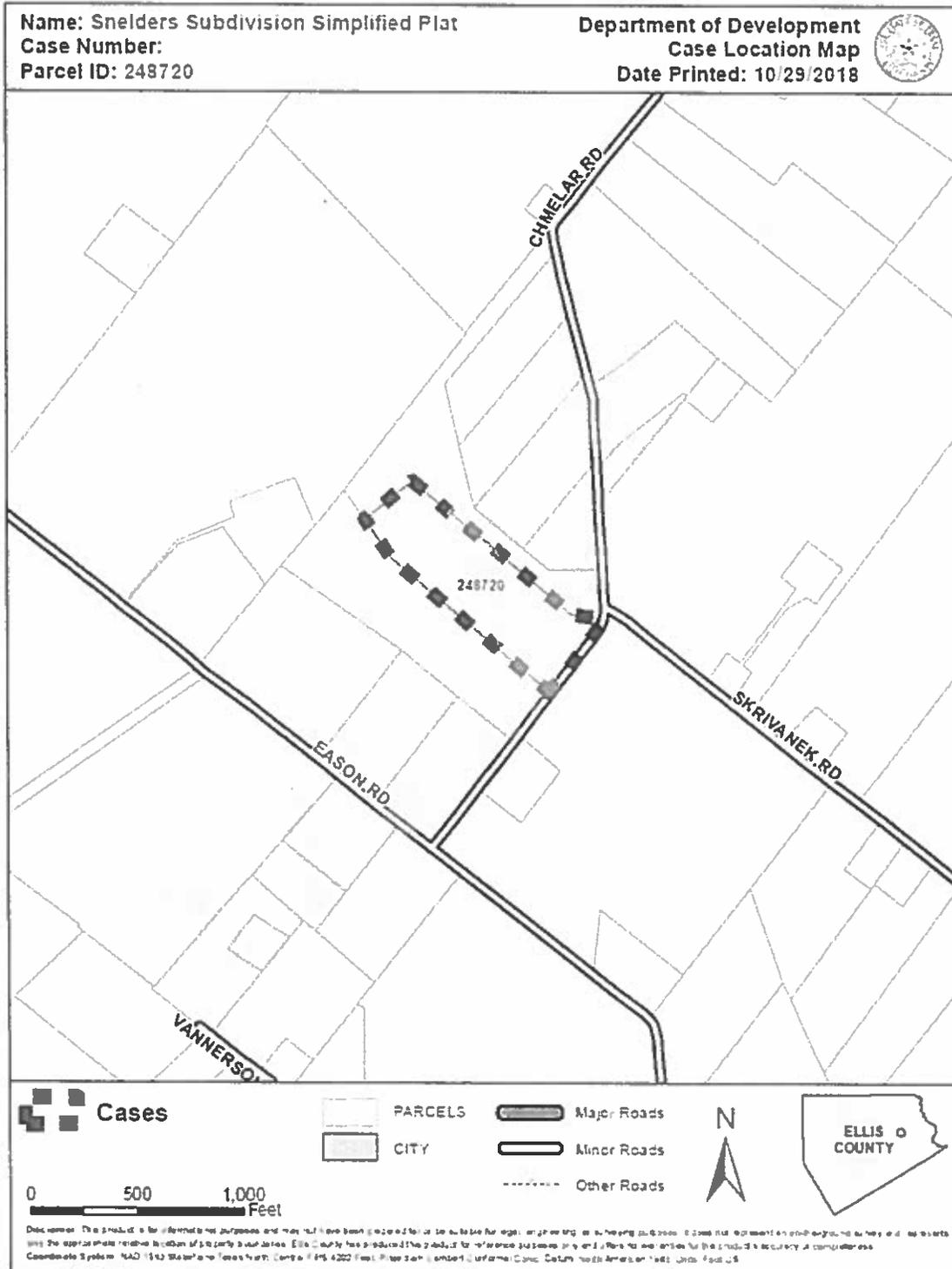
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map & Survey

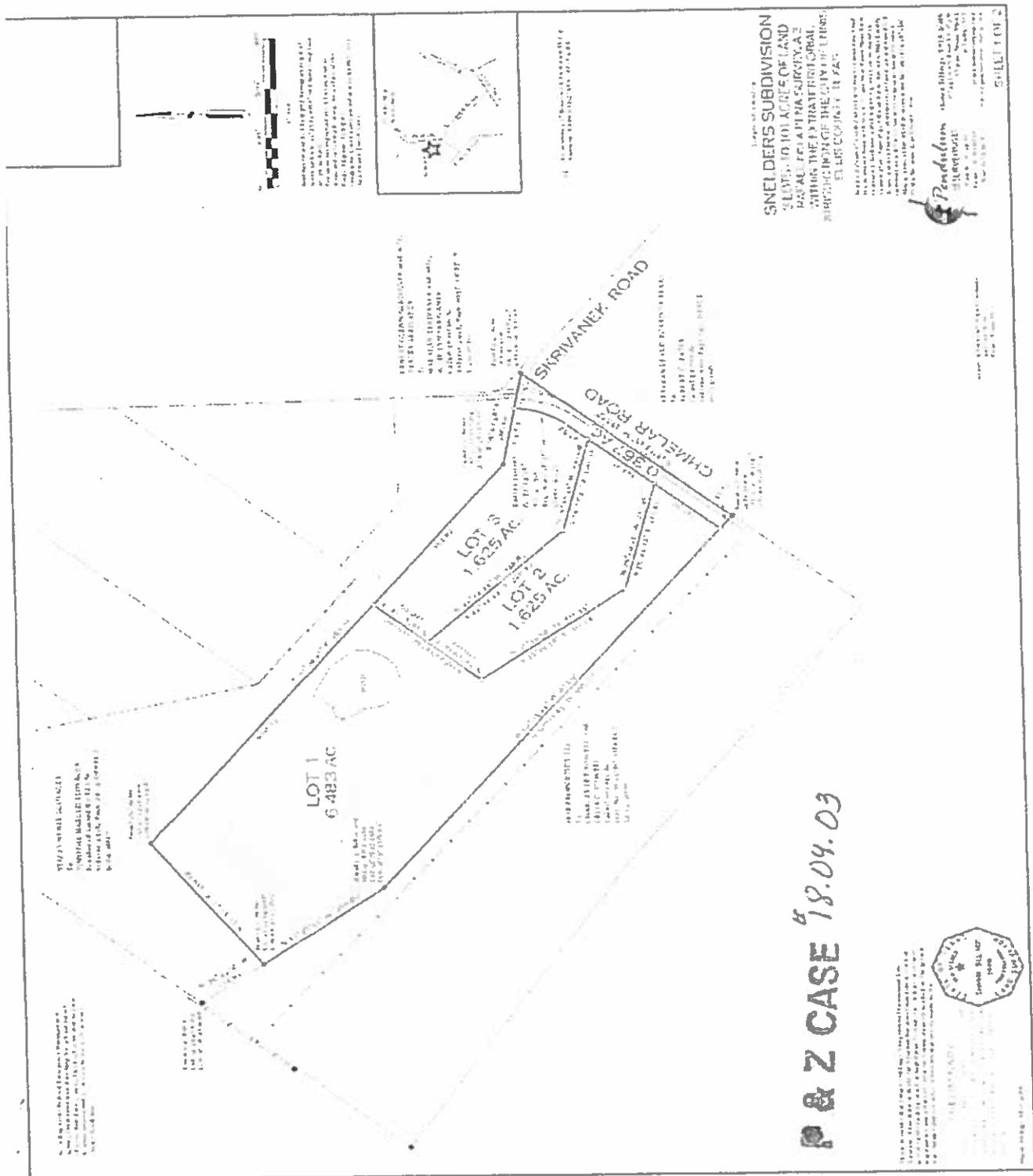


10/29/2018 10:29:18 AM Author: J. Jones Case: 248720 Date Printed: 10/29/2018 C:\GIS\MapTemplates\Ellis County\Layout\11000000 Case Location Map



DEPARTMENT OF DEVELOPMENT
Ellis County

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🌐: co.ellis.tx.us/dod





AGENDA ITEM NO. 1.3
Ellis County Commissioners Court
November 6, 2018



SHORT TITLE:

A fire hydrant variance request for a proposed simplified plat of Amador Addition.

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 a total of ± 9.793 acres of land in the A. R. Moore Survey, Abstract No. 690 and A. Sanchez Survey, Abstract No. 1036 located on the west side of Wright Road ± 1,400 feet north of IH-35, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Amador Martinez



PURPOSE:

The applicant is requesting a variance to Section II (H) of the Rules and Regulations to allow the subdivision of two (2) lots of approximately ten (10) acres, without meeting the fire hydrant requirement. Nash-Forreston Water Supply has an existing 1 ½ -inch water line along Wright Road not designed to withstand the pressures needed for firefighting purposes. They have no plans to upgrade the water line size. There is an associated plat on the next agenda item. If this variance is not approved, staff recommends the plat be denied to prevent automatic approval 60 days after the submittal application date.



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. Water Endorsement Form
2. Draft Order



RECOMMENDATION:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

- 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

109 South Jackson Street
 Waxahachie, TX 75165
Main Phone:
 972-825 5200



Department Website:
 www.co.ellis.tx.us/dod
Department Email:
 dod@co.ellis.tx.us

WATER UTILITY PROVIDER'S ENDORSEMENT

Ellis County requires new lots in subdivisions to have adequate water flow and pressure to comply with Texas Commission on Environmental Quality (TCEQ) and the latest Insurance Service Office (ISO) guidelines. Subdivisions served by water providers will need to ensure they can provide water flow/pressure per TCEQ and fire flow per the latest ISO guidelines.

Applicants, please submit this form to your water provider for completion. This completed form must be turned in at the time you submit your plat application packet. If this letter is not submitted, it will be considered an incomplete application.

PROPERTY INFORMATION

Site Address/General Location: 255 WRIGHT City/State: WAXAHACHIE ZIP: 75165
 Legal Description: 1036 A SARCHER 10.51
 Proposed Use of plat or development: RESIDENTIAL Acres: 10.01 Lots: 2

APPLICANT/OWNER INFORMATION

Applicant/Agent Name: AMADOR MARTINEZ Company Name: _____
 Mailing Address: 2109 STANEGATE City/State: WAXAHACHIE ZIP: 75165
 Main Phone: 817-501-9214 Email: _____

TO BE COMPLETED BY THE WATER UTILITY PROVIDER SEE ATTACHED YES NO

	YES	NO
1. I have reviewed a copy of the proposed plat/development.	<input checked="" type="radio"/>	<input type="radio"/>
2. The proposed plat/development falls within our CCN area.	<input checked="" type="radio"/>	<input type="radio"/>
3. Our water system can provide water flow and pressure for domestic service, per the latest adopted TCEQ regulations and requirements.	<input checked="" type="radio"/>	<input type="radio"/>
4. Our water system can provide the water flow and necessary minimum pressure for firefighting purposes, per established County regulations and ISO guidelines.	<input type="radio"/>	<input checked="" type="radio"/>
5. The waterline size service the proposed plat/development is currently listed as <u>1 1/2</u> inches and located along <u>WRIGHT</u> (Rd/Cr/Ln/St/Bld, etc.)	<input checked="" type="radio"/>	<input type="radio"/>
6. Are there plans to upsize or increase the existing water line mentioned in Question No. 5?	<input type="radio"/>	<input checked="" type="radio"/>

STANLEY H. LEWIS
 Print Name of General Manager of Water Provider or Designee

 Signature of General Manager of Water Provider or Designee

WASH-FORESTON WSC
 Name of Water Provider Company
10-24-2010
 Date

CONTACT INFORMATION

Buena Vista-Bethel SUD 972-937-1212
 Carroll Water Company 972-617-0817
 Files Valley 254-689-2331
 Hill Co. Coop 800-338-6425

Mountain Peak SUD 972-775-3765
 Nash Foreston WSC 972-483-3039
 Rockett SUD 972-617-3524
 Sardis Lone Elm WSC 972-775-8566
 South Ellis County 972-483-6635
 South Garrett Water 972-875-5893



ATTACHMENT NO. 2

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 6th day of November 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 TO ALLOW SUBDIVISION OF PROPERTY WITHOUT MEETING THE MINIMUM FIRE HYDRANT REQUIREMENTS. THE PROPERTY CONTAINS A TOTAL OF ± 9.793 ACRES OF LAND IN THE A. R. MOORE SURVEY, ABSTRACT NO. 690 AND A. SANCHEZ SURVEY, ABSTRACT NO. 1036 LOCATED ON THE WEST SIDE OF WRIGHT ROAD ± 1,400 FEET NORTH OF IH-35, WAXAHACHIE, ROAD & BRIDGE PRECINCT NO., 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.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 6TH DAY OF NOVEMBER 2018.

Carol Bush, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

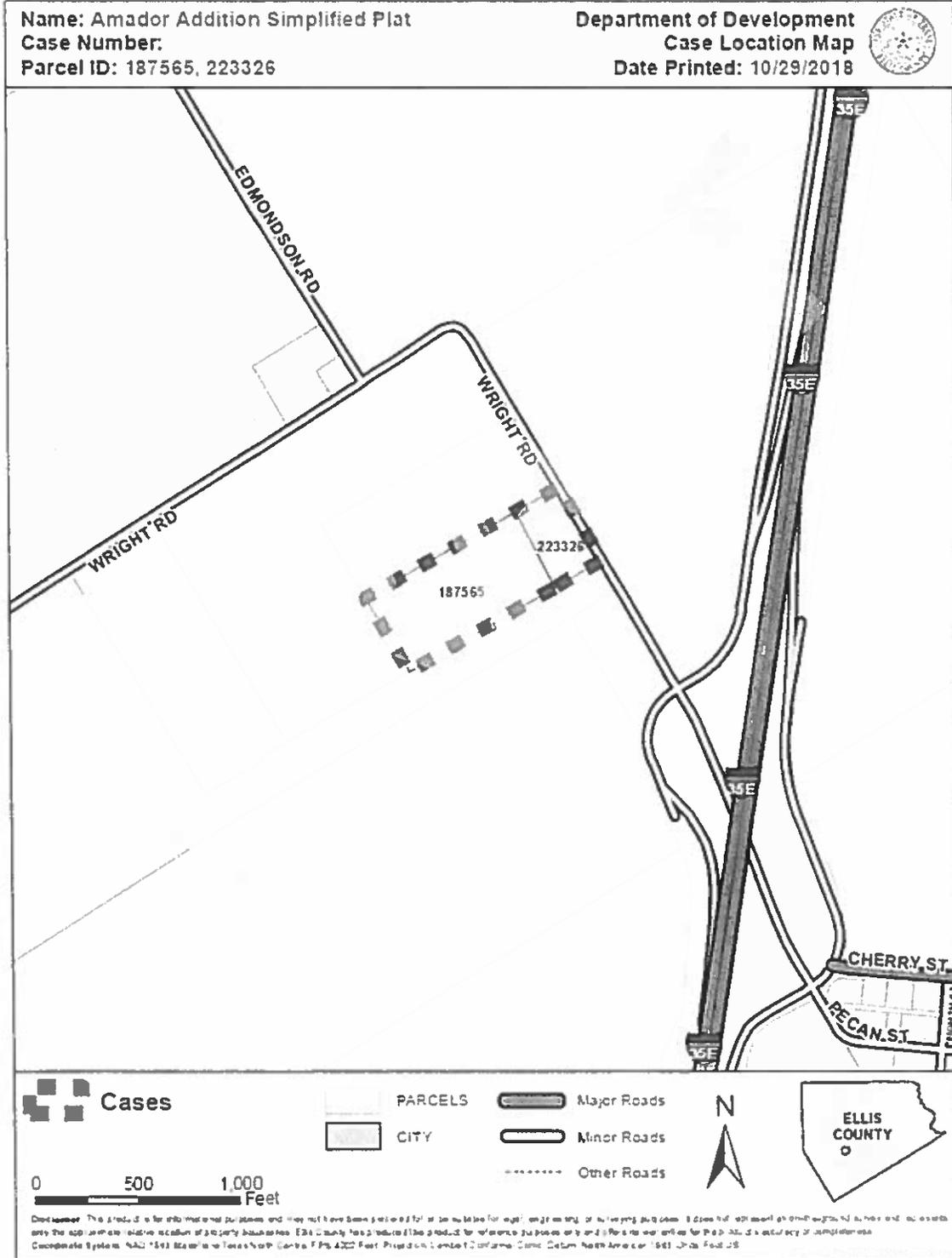
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Cindy Polley, County Clerk



EXHIBIT A
Location Map & Survey



44 978 10 201 118 Author: jessica.thelmer OD: Eric.silva Date Printed: 10/29/2018 GIS: Mark Terry and Ellis County GIS Unit 06/06/2008 Case: 187565-187565



AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
November 6, 2018



SHORT TITLE:

Simplified plat of Amador Addition, Lots 1-2, Block A

LEGAL CAPTION:

Consider & act upon a simplified plat of Amador Addition, Lots 1 & 2, Block A. The property contains a total of ± 9.793 acres of land in the A. R. Moore Survey, Abstract No. 690 and A. Sanchez Survey, Abstract No. 1036 located on the west side of Wright Road ± 1,400 feet north of IH-35, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Amador Martinez



PURPOSE:

The applicant wishes to subdivide this property into two (2) lots along Wright Road. The lots are ± 4.793 and ± 5.00 acres respectively.



HISTORY:

There is no other history associated with this property. There is an associated fire hydrant variance on the previous agenda item. If that variance is not approved, staff recommends this plat be denied to prevent automatic approval 60 days after the submittal application date.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan

This plat shows a total right-of-way dedication of thirty (30) feet along the centerline of Wright Road to convert it from prescriptive to dedicated right-of-way. This plat shows the necessary right-of-way dedication for this road.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Simplified Plat



RECOMMENDATION:

Staff recommends approval of this request, as presented.



DEPARTMENT OF DEVELOPMENT
Ellis County

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: 972-825-5200
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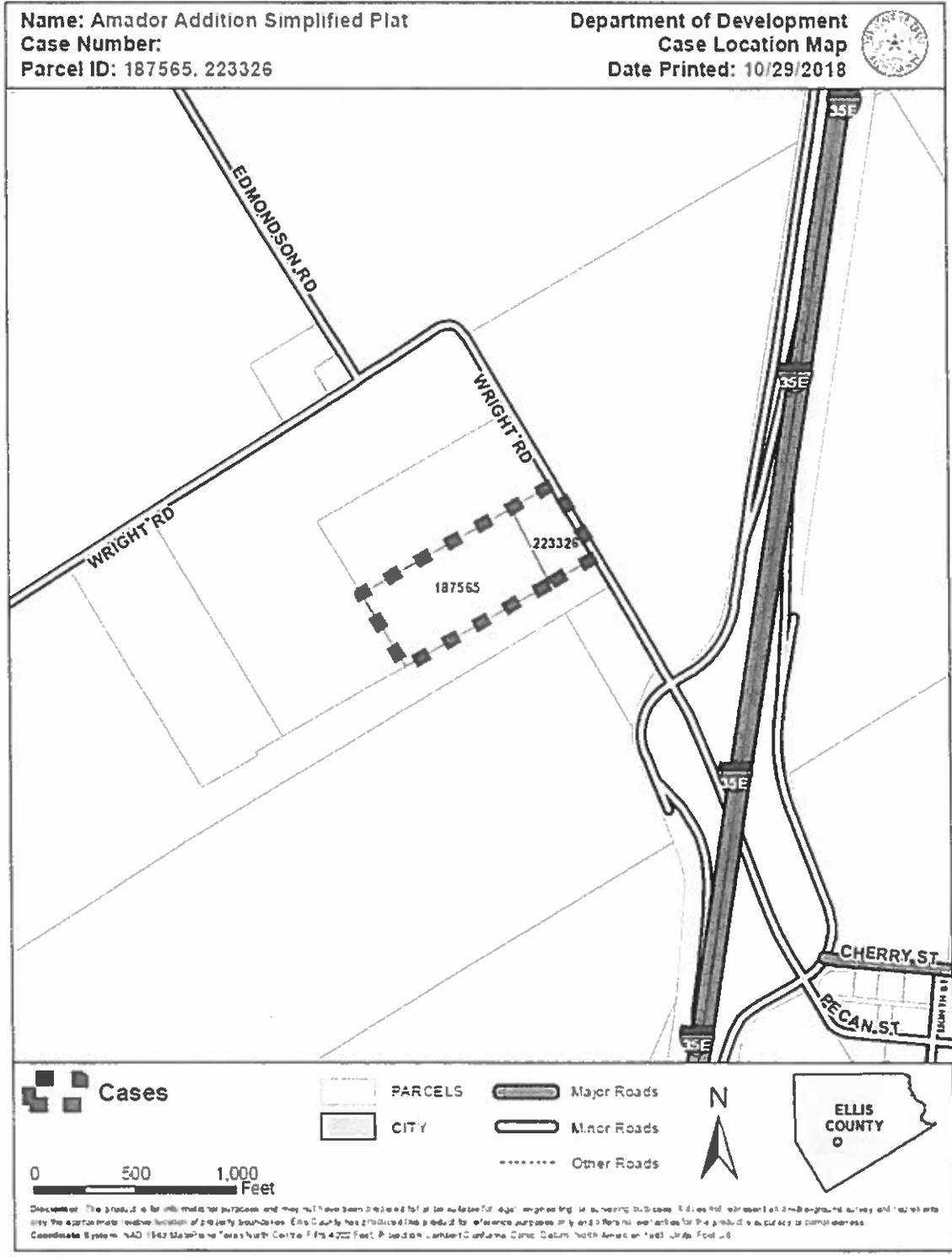
APPROVED AND PRESENTED BY:

A handwritten signature in black ink, reading "Alberto Mares", is written over a horizontal line.

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



ATTACHMENT NO. 1





AGENDA ITEM 1.5
Ellis County Commissioners' Court
November 6, 2018



SHORT TITLE:

Preview to new developments regulations

LEGAL CAPTION:

Provide a preview and brief introduction to the proposed amendments to the Ellis County development regulations.



PURPOSE & ANALYSIS:

Staff has slowly undertaken the initiative to revise the current regulations from its current format and update to comply with today's practices and standards. Although a significant portion of this update began internally in the March 2017, the process of updating it started many years ago under the direction of the previous director (Judy Armstrong) and planner (Barbara Leftwich).

Below are some significant issues that were quickly identified with the current regulations when the latest revision project began:

- The overall format was disorganized and outdated.
- A majority of sections and paragraphs were not codified appropriately or missing entirely, which made locating them difficult and time-consuming for staff and residents when looking up the regulations.
- There are many run-on sentences, spelling errors, grammatical mistakes and inadequate wording, which reduces its overall flow and professionalism
- There are some instances where the regulations contradict themselves.
- There are procedures no longer in practice mentioned.
- Some amendments were not properly inserted and codified into the current regulations, requiring an "addendum" and separate look.

Although staff brought forth five (5) recent amendments, they only provide a temporary band-aid, and thus an overhaul in regulations is needed. To streamline the development review process and make the process more transparent and customer-friendly, these regulations will eliminate conflicting regulations, place more emphasis on visual graphics to help explain specific regulations, as needed, and organize it to make it more professional in application and appearance.

Staff and the County Attorney carefully vetted and reviewed these regulations over the course of the past few months and made changes to ensure compliance with adopted state regulations.



To generate comments and input from the general public, staff placed the proposed regulations on the website and invited people with various development backgrounds to review these regulations. These regulations were placed on the website on Tuesday, October 30 and will include the red-line strikethrough version and the final draft. Proposed final action before the Commissioners' Court is tentatively scheduled for December 4, 2018, which establishes a 5-week review period.

Although there are many changes in the strike-through version, about 65-70% of the document entails removing applications, checklists, and procedures, eliminating or clarifying conflicting regulations and moving sections around to make the document flow better. The remaining 30-35% are establishing "common sense regulations" designed to streamline the development review process, make the process more transparent, and making it more customer/resident-friendly. Ultimately, these regulations were never meant to be unchangeable and are considered a living, breathing document meant to change with the times and adopted policies.



HIGHLIGHT OF PROPOSED AMENDMENTS:

Below is a summary of all the proposed changes. A hard copy of the red-line strike-through and clean final draft has been delivered to you for your review.

- Organizes and codifies the proposed regulations for current use and future flexibility.
- Visual aids will be provided to supplement the text portion of the regulations. Will give it a more professional look and feel.
- Every paragraph is appropriately cited.
- Added purpose to each section.
- The Drainage Design Standards and Standard Construction Detail are taken out of the current regulations and placed in different volumes of the development regulations.
- The director/county engineer has the power to interpret the regulations with the Commissioners' Court having the final say if a dispute arises.
- The document provides hyperlinks to other sections within the text and external sources for easier navigation.
- Formally establishes a pre-application process and Growth Assessment Team to review new development and solve problems on the front end and not the back end.
- Staff is evaluating the need for a preliminary plat, which is statutorily not required by state law. If staff decides not to require a formal one, an informal one will still be submitted with the preliminary drainage and construction plans before final plat submittal.
- The front setback lines are reduced from 30 feet to 25 feet to comply with state regulations.
- Moved many sections and paragraphs to improve its organization to flow better.
- Establishes official addressing policy and guidelines.



DEPARTMENT OF DEVELOPMENT
Ellis County

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- Removed checklists and applications from regulations to allow staff greater flexibility in determining what is appropriate when submitting information; avoids amending the regulations for minor changes in application and checklists.
- Many sections reworded to avoid run-on sentences; misspelled words corrected, and grammatically incorrect sentences were re-written.
- Establishes procedures for abandonment of rights-of-way and reinstatement of rights-of-way.
- A new regulation that limits the number of drive cuts onto a road classified on the thoroughfare plan with options on how to proceed.
- An exemption to the fire hydrant requirement is provided for simplified plats.
- Civil plans have an expiration date of one year following its approval.
- Temporary culverts are required before the construction or development of property to prevent drainage issues.
- New section for erosion control is added.
- Maintenance bonds are reduced from three (3) years to two (2) years (already in practice).
- Notice is provided to all property owners within 200 feet of a requested variance.
- Inserted language that variances cannot be self-imposed or self-created.
- Inserted a civil penalty of up to \$1,000 for violations of these regulations (in compliance with state law).
- Requiring an existing and proposed drainage map on preliminary drainage plans.
- Adopts Tx-DOT's Hydraulic Design Manual for drainage facility improvements.
- May require a downstream assessment depending on the project and site-specific conditions.
- New regulations for natural and improved drainage channels.
- Inserted policies from Ellis-Prairie Soil and Water Conservation District on Activities Adjacent to the Floodwater Retarding Structures



ATTACHMENTS:

1. Red-Line Strike-Through (delivered under separate cover, but available online)
2. Final Clean Draft (delivered under separate cover, but available online)



RECOMMENDATION:

Staff recommends the Commissioners' Court review these regulations in detail over the course of the next five (5) weeks. Should the Commissioners' have any questions, feel free to contact me directly. These proposed regulations will be brought forth before the Court on Tuesday, December 4 and will appear in the legal notice section of the newspaper at the beginning of November.



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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



APPROVED AND PRESENTED BY:

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

2.1



Office: 817.595.4133
Fax: 817.887.1554
2636 General Dr
Ft Worth, TX 76118
AGR 2760 | B 13529

Fire Alarm, Fire Extinguisher, Vent a Hood, Fire Sprinkler Inspection Proposal

Customer Name: Ellis County Jail

Date: September 27, 2018

Customer Address: 300 South Jackson

City, St., Zip: Waxahachie, TX

Phone Number: 972-825-4935

Fax Number:

Services Provided at (physical location): Same as Above

Customer Contact: Jodi Platt, Purchasing 972-825-5117. Terry Ogden, Jail Chief 972-825-4935.

Title: Ellis County Purchasing

Fee for Services: Thirty Four Thousand, One Hundred, Forty One Dollars and 00/100 (\$34141.00) plus applicable taxes, billed annually prior to the period services will be provided.

Limited Warranty: (1) **EQUIPMENT, GOODS, MATERIAL:** Equipment, goods, and material installed by LifeProtection Maintenance and Consulting, Inc. are the products of reputable manufacturers. LifeProtection Maintenance and Consulting, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that they prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of LifeProtection Maintenance and Consulting, Inc. **THERE ARE NO WARRANTIES, EITHER WRITTEN, OR ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS, OR MATERIAL, WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.** (2) This proposal, **SUBJECT TO THE TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE AND MADE A PART HEREOF,** is submitted for customer's consideration with the understanding that LifeProtection Maintenance and Consulting, Inc. must approve it after its acceptance by the customer and is not binding upon LifeProtection Maintenance and Consulting, Inc. until so approved in writing, and delivered to customer. When so approved, it shall constitute the entire contract between parties, and no understanding or obligations not herein expressly set forth are binding. Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by LifeProtection Maintenance and Consulting, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of LIFEPROTECTION MAINTENANCE AND CONSULTING, INC. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE BACK OF THIS PROPOSAL AND THOSE CONTAINED IN ANY ATTACHMENT HERETO.

Printed Signature LMC Fire & Security Date

Printed Signature Customer Date

Authorized Signature LMC Fire & Security

Authorized Signature Customer

**October 1, 2018 to September 30, 2019
Life Safety Inspection / Service Agreement**

- One (1) 100% annual electronic fire alarm system test and inspection.
- One (1) annual inspection of fire sprinkler systems.
- One (1) annual inspection of all fire extinguishers.
- Two (2) semi-annual inspections of the kitchen – hood suppression systems.
- Three (3) quarterly inspections of supervisory devices.

FIRE ALARM SYSTEM

- **Test and Inspection Services:** Under this agreement, LifeProtection Maintenance and Consulting, Inc. will perform a functional test of the two (2) fire alarm control panels, functions, auxiliary/monitoring functions, and all accessible peripheral devices. Tests will be scheduled in advance, at the convenience of customer's staff. LifeProtection Maintenance and Consulting, Inc. will need the assistance from the customer's staff for access to all areas of the facility to be tested. IF EQUIPMENT OR DEVICES ARE OUT OF REASONABLE REACH THE CUSTOMER WILL NEED TO PROVIDE SAFE ACCESS (LIFTS OR LADDERS). IF REQUESTED IN ADVANCE LifeProtection Maintenance and Consulting, Inc. CAN PROVIDE THIS EQUIPMENT AT AN ADDITIONAL COST.
 - **Functional Testing:** In accordance with NFPA all accessible devices will be functionally tested. Smoke detectors will be functionally tested using method acceptable to the manufacturer, (aerosol smoke or a magnetic test)
 - **Detector Cleaning:** To help minimize false alarms, smoke detectors will be cleaned as needed. Smoke detectors exempt from sensitivity testing will be cleaned as needed at the time of the 100% inspection. The need of cleaning will be determined by the LifeProtection Maintenance and Consulting, Inc. technician by one of two methods; either a visual inspection or by readings from the fire alarm control panel indicating the smoke chamber is dirty.
- **Documentation:** All accessible devices will be logged for;
 - Location
 - Test results, load readings, or voltages
 - Discrepancies noted, recommendations, and any correction made on siteDocumentation will be provided to the customer in hard copy and via email (if requested) and kept on file at LifeProtection Maintenance and Consulting, Inc. for a period of five years.
- **AHJ:** Certain services may be required by the respective Authority Having Jurisdiction (AHJ). It is recommended that the customer reviews applicable codes and references to ensure compliance. Any additional services, materials, parts or labor required by the AHJ in addition to what is covered under the terms of this agreement will be billable.
- **Service:** Standard non-emergency service calls during normal business hours from 8:00 a.m. - 5:00 p.m., M-F are included under the terms of this agreement for the agreement period and will be responded to within 24 hours of notification by customer.
- **Emergency Service:** For emergency service calls after hours, weekends or holidays, LMC Fire & Security will provide a 4 hour response time from the time the customer notifies LMC Fire & Security and are included under the terms of this agreement.
- **Services Not Included in this Agreement:**
 - Any pre-existing conditions indicated on the fire alarm control panels, fire sprinkler systems, fire extinguishers or vent a hood system other than a "NORMAL" condition that will require any labor or materials to bring the systems to a "NORMAL" operating status will be billable and quoted for approval before any work is performed. LMC Fire & Security assumes that the systems identified under the terms of this agreement are in good working order with "NORMAL" indications. LMC Fire & Security also assumes that the systems being inspected are "GREEN" tagged as of the beginning of this agreement period. Any services, labor, repairs, trip charges, truck charges, required materials or parts required to bring the inspected systems to a "NORMAL" or "GREEN" tag status will be billable and a quote will be provided for the customer to approve before any work will commence.
 - Any needed materials, replacement panel parts, annunciators, and peripheral (field) devices are billable. LMC Fire & Security will only charge 40% mark-up for materials furnished to repair or replace affected system components.
 - Batteries

Estimated Equipment List

1. Simplex 4100ES FACP
2. Gamewell / FCI E3-BB FACP
3. (211) Audio / Visual Devices
4. (69) Duct Detectors
5. (20) Heat Detectors
6. (379) Smoke Detectors
7. (29) Pull Stations
8. (39) Tamper & Flow Switches
9. (1) Kitchen Vent Hood Suppression System / Ansul
10. (100) Fire Extinguishers
11. (3) Wet fire sprinkler systems, (2) Dry fire sprinkler systems.
12. (4) Backflow prevention devices

Any additional systems, devices or equipment not identified above may require an adjustment to the cost/price of this agreement. If quantities of systems, devices or equipment are identified over and above these quantities listed above during the inspection, additional charges may be incurred and presented for payment at LMC Fire & Security's discretion.

STANDARD TERMS AND CONDITIONS

(1) THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

(2) LifeProtection Maintenance and Consulting, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. LifeProtection Maintenance and Consulting, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of LifeProtection Maintenance and Consulting, Inc. LifeProtection Maintenance and Consulting, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or punitive damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If LifeProtection Maintenance and Consulting, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(3) If LifeProtection Maintenance and Consulting, Inc. encounters asbestos or polychlorinated biphenyl (PCB) on the site, LifeProtection Maintenance and Consulting, Inc. shall immediately stop work and report the condition to the owner or owner's representative in writing. LifeProtection Maintenance and Consulting, Inc. shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. LifeProtection Maintenance and Consulting, Inc. shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent. To the best of the CUSTOMER'S knowledge there is no, "permit confined space" as defined by OSHA; risk of infectious disease; need for air monitoring or respiratory protection.

(4) All work to be performed by LifeProtection Maintenance and Consulting, Inc. will be performed during normal working hours (8:00 am to 5:00 pm local time) of normal working days (Monday through Friday, excluding holidays) unless additional times are specifically described in a special provision to this Agreement.

(5) LifeProtection Maintenance and Consulting, Inc. shall not be responsible for failure to render services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, acts of God, or any other cause beyond the control of LifeProtection Maintenance and Consulting, Inc.

(6) In the event Customer requires LifeProtection Maintenance and Consulting, Inc. to delay service or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. LifeProtection Maintenance and Consulting, Inc. shall have the right to deliver any portion of the equipment, goods, material, or service to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, LifeProtection Maintenance and Consulting, Inc. may store such portion of the equipment, goods or material ready for shipment at Customer's risk and expense.

(7) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which LifeProtection Maintenance and Consulting, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(8) The Customer agrees to, provide access to the covered systems to be serviced; provide ladders, lifts, and any other equipment necessary for LifeProtection Maintenance and Consulting, Inc. to access the covered systems to be serviced; supply suitable electrical service; provide a safe work environment; to make payments as provided in this agreement

(9) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

(10) All skilled or common labor, which may be furnished by the Customer, shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify LifeProtection Maintenance and Consulting, Inc. against all claims for accidents, all losses, damages, or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

(11) This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term on one (1) year, and continue thereafter from year to year unless terminated. The Customer or LifeProtection Maintenance and Consulting, Inc. may terminate this Agreement at anytime by giving thirty (30) days written notice to the other party.

(12) Customer agrees to pay LifeProtection Maintenance and Consulting, Inc. (Contractor) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.



**ELLIS COUNTY
PURCHASE REQUISITION**

Requisition No.

P.O. No.

Date: 10/12/18

Vendor: Park USA

Deliver to: Ellis County Precinct 2

Department: R&B

Address: 1400 S Oak Grove

Department Head Signature:

City/St/Zip: Ennis, TX 75119

[Handwritten Signature]

Charge to line item: 004-0652-50807-00000-000
RB2 GENERAL EXPENSES

Phone: 972-825-5333

Qty	Unit	Description	Estimated Unit Cost	Total Cost
1		SAND/ MUD INTERCEPTOR	\$2,180.00	\$2,180.00
2		SAFETY AND TREATMENT MODELS	\$295.00	\$590.00
		Total		\$2,770.00



1200 South I-45
 Ferris, Texas 75125
 972-842-8801

WWW.PARKUSA.COM

Quotation

Quote No 18-09042-A1-069386
 Job No 18-09042
 Division Stormwater Quality
 Date 10/11/2018
 Bld Date 10/12/2018
 Terms Net 30
 Delivery Method Best Way
 FOB Jobsite
 Sales Rep Robert Andrews
 Direct 972-842-8801
 Mobile +1 4693239388
 E-Mail randrews@park-usa.com
 Created by Robert Andrews

To ELLIS COUNTY PCT 2
 Attn LANE GRAYSON
 Email lane.grayson@co.ellis.tx.us
 Tel (972) 825-5333
 Fax
 Mobile
 Project Ellis County PCT 2
 ENNIS TEXAS

Line	Qty	Description	Unit Price	Ext Price
1	1.00	 SAND/MUD INTERCEPTOR (CUSTOMER NARRATIVE) PARK MUD TROOPER MODEL SM500 - 500 GAL LIQUID CAPACITY, PRECAST CONCRETE CONSTRUCTION, MONOLITHIC BASIN, INTERIOR BAFFLE, INLET/OUTLET SLEEVES & (2) 24" DIA HEAVY DUTY CAST IRON COVER/RINGS	\$2,180.00	\$2,180.00
2	2.00	 SAFETY END TREATMENT MODEL SET 18-3T01 - PRECAST CONCRETE 18" 3:1 SLOPE SAFETY END TREATMENT (NO HARDWARE) ***SPECIAL TERMS 10/5% OFF NET 30 DAYS (FOR THIS QUOTE ONLY)	\$295.00	\$590.00

Tax not included Total \$2,770.00

THIS QUOTATION IS SUBJECT TO CERTAIN TERMS & IS VALID FOR 30 DAYS
 QUOTE BASED ON CUSTOMER PROVIDED INFORMATION AND SUBJECT TO ENGINEER/OWNER APPROVAL
 THIS EQUIPMENT IS CUSTOM FABRICATED. CUSTOMER IS RESPONSIBLE FOR CHARGES INCURRED IF ORDER IS CANCELED OR RETURNED
 PLEASE ADD APPLICABLE SALES TAX OR PROVIDE TAX EXEMPTION FORM. FUEL SURCHARGE TO BE CALCULATED AND ADDED AT TIME OF DELIVERY.
 ALL ELECTRICAL AND EXTERNAL PIPING BY OTHERS
 DELIVERY TO JOBSITE/OFFLOADED & SET BY OTHERS

Accepted By: 
 Company: _____

Date: _____
 PO #: _____





Commercial Body & Rigging

10817 Sanden Drive
 Dallas, TX. 75238
 Ph (214) 440-3180
 FX (214) 221-1366

Customer Quote

Date	Quote No.
9/14/2018	EC91319

Customer Information	Contact Information
	Name Lane Grayson Telephone No 972-825-5333 E-Mail lane.grayson@co.ellis.tx.us Client Ellis County

Vehicle Type	W.B.	VIN No.	P.O. / Unit No.	Driver Name	Sales Rep
Dump truck		Unknown		Unknown	JM
Description				Installed Qty	Installed Price
Supply and Install Cross Conveyor Spreader Meyer Cross Conveyor Spreader Type Dump truck tailgate Vehicle Medium-duty dump trucks (15,000 GVW and larger) Width 102 inches Flow rate 240 tons/hr. Materials Asphalt, granular materials Motor Central hydraulics Construction Carbon steel				1	\$7,270.26

We look forward to working FOR you!

www.cbrdallas.com

Sales Tax (0.00)	\$0.00
Total	\$7,270.26



AGREEMENT FOR SIGN LANGUAGE INTERPRETING SERVICES

In this Contract, _____ (Contracting Party) who is contracting to receive interpreting services will hereafter be referred to as the "AGENCY," and the party who will be providing the interpreting services will hereafter be referred to as "HIRED HANDS, INC".

I. The Provider, HIRED HANDS, INC. agrees to:

1. Provide certified, professional, sign language interpreters who are knowledgeable and experienced to work in various settings and with various modes of communication from American Sign Language (ASL) to Signed English. HIRED HANDS, INC. interpreters shall conduct all assignments following the Registry of Interpreters for the Deaf (RID)/National Association of the Deaf's (NAD) Code of Professional Conduct (CPC).
2. Make every effort to fill all assignments. To ensure availability, three (3) to five (5) business days notice is recommended.
3. Accept interpreter requests during business hours Monday through Friday, 8:00am to 5:00pm.
4. Also accept after-hours and emergency requests Monday through Friday, 5:00pm to 8:00am, weekends and holidays. These requests must be made through the *After-hours/ Emergency* phone. The number is provided to the AGENCY by HIRED HANDS, INC. See VIII. CONTACTS.
5. Confirm the assignment to the AGENCY the business day prior to the scheduled assignment, or inform the AGENCY if the request cannot be filled.
6. Decide the number of interpreters needed for an assignment, or if there will be a need for a Certified Deaf Interpreter (CDI). These decisions will be made based on the length of the assignment and the actual situation. HIRED HANDS, INC. will notify the AGENCY when more than one interpreter is required, or if there is a need for a CDI.
7. Bill the AGENCY based on the following policies of HIRED HANDS, INC.:
 - A. All assignments will be charged a two (2) hour minimum in Tarrant County and a three (3) hour minimum outside of Tarrant County. All proceeding assignments include a minimum of one (1) hour of onsite time for each interpreter.

B. Charges will be calculated in one-quarter hour increments, for each interpreter.

C. All day assignments will include charges from: start to finish, all scheduled breaks, and meal breaks for each interpreter.

D. Charges for time will be "portal-to-portal" for each interpreter. From the beginning of the interpreter/s travel time to the ending of the interpreter/s travel time. A maximum of one hour will be charged for round trip travel time in the Fort Worth / Tarrant County area. Dallas and Denton County will be a maximum of two hours travel time. All other counties will be charged actual travel time plus mileage.

E. For assignments outside the Dallas/Fort Worth metroplex requiring travel, reimbursement for meals, lodging, airfare and/or mileage, and parking shall be billed as agreed upon prior to service along with the regular interpreting services charge.

F. If AGENCY requests interpreter services for a set time (Example: 1:00pm to 4:00pm) and the assignment finishes early, the AGENCY will be charged for the original requested time.

G. AGENCY will be charged the full charge for the original requested time for all assignments that are cancelled with less than twenty-four (24) BUSINESS HOURS NOTICE.

H. AGENCY will be charged the full charge for the original requested time if assignment is cancelled after the interpreter arrives, or if the deaf consumer and/or the on-site consumer fails to show for the assignment.

I. Bill the AGENCY based on the Hourly Rates. See VII. RATES.

J. Recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. These holidays will be billed at the *After-hours Rate*.

II. The AGENCY agrees to:

1. Call, fax or email a request as soon as the AGENCY is aware that an interpreter is needed, and preferably, no later than three (3) to five (5) business days prior to the assignment. Any last-minute requests that are accepted, **will be charged a Less than 24hr Request Service Charge**, and every effort will be made to fill it. Please note, assignments with short notice sometimes cannot be filled due to lack of interpreter availability.

2. Appoint a contact person responsible for making interpreter requests and having the authority to approve payment for such requests. A contact person needs to be established for during business hours, for after-hours, and for emergency calls.

3. Provide HIRED HANDS, INC. the following information for each interpreter request:
Day and date
Length of assignment (beginning and end times)
Location and address (including room number and specific location)

Name & phone # of contact person responsible for meeting interpreter
Deaf consumers name
Medical record number (if a medical AGENCY)
Reason for the request (meeting, Dr. appointment, etc.)

4. Call in any after-hours or emergency requests through the *After-hours/Emergency* phone. The number is provided to the AGENCY by HIRED HANDS, INC.

5. Pay for services outlined on HIRED HANDS, INC.'s monthly invoice/s. Monthly invoice/s will be sent the third week of the month following services rendered and are due within 30 days of AGENCY'S receipt.

III. CONFIDENTIALITY:

HIRED HANDS, INC., and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HIRED HANDS, INC., or divulge, disclose, or communicate in any manner, any information that is proprietary to AGENCY. HIRED HANDS, INC. and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

IV. NO GUARANTEE OF UTILIZATION:

This Contract does not guarantee services. Nor does it require an exclusive use of HIRED HANDS, INC. by AGENCY.

V. TERM:

This Contract will have an initial term of one (1) year from the date signed by the Authorized Person, and will automatically renew for successive one (1) year terms, unless terminated by either party upon written notice to the other party. For any changes to this contract including but not limited to changes in rates, an addendum will be sent thirty (30) days before the effective date.

VI. GOVERNING LAW:

This Contract shall be construed in accordance with the laws of the State of Texas.

VII. RATES:

INTERPRETING RATES

Regular	After-hours	Legal	Emergency Room/After-hours phone	Less than 24hr Request Service Charge
\$53/hr	\$79/hr	\$70/hr Regular	\$58/hr Regular	\$45 Added
Mon-Fri 8a-5p	Mon-Fri 5p-8a Weekend and Holiday	\$100/hr After-hours	\$84/hr After-hours	Does not apply to Legal or ER

For all requests, there is a two (2) hour minimum in Tarrant County and a three (3) minimum outside of Tarrant County.

Less than 24hr Request Service Charge is a flat rate charge that will be applied to each interpreter request that comes in with less than twenty-four (24) BUSINESS HOURS NOTICE. This charge does not apply to legal requests or hospital emergency rooms.

HIRED HANDS, INC. reserves the right to determine if more than one (1) interpreter will be needed for any assignment that is: more than two (2) hours, has demanding content, or has multiple deaf participants. HIRED HANDS, INC. also reserves the right to determine if a CDI will be needed.

Business hours are recognized as being Monday through Friday 8:00am to 5:00pm. All other times will be considered after-hours and will be calculated at the *After-hours Rate*. After-hours are recognized as being; Monday through Friday 5:00pm to 8:00am, Saturdays, Sundays, and Holidays.

VIII. CONTACTS:

REGULAR REQUESTS

Interpreter Coordinating Department Business hours Monday-Friday, 8:00am-5:00pm
PHONE: 817-236-3323 FAX: 817-236-5601
EMAIL: coordinator@hiredhandsinc.com WEBSITE www.hiredhandsinc.com

AFTER-HOURS/EMERGENCY REQUESTS

PHONE: 817-880-3242 Nights 5:00pm-8:00am, Weekends, and Holidays

BILLING INQUIRIES

To discuss billing and invoices contact our Accounting Department 817-236-3323 or email accounting@hiredhandsinc.com

GENERAL INQUIRIES OR CONCERNS

Call 817-236-3323 or email info@hiredhandsinc.com

Hired Hands, Inc. is committed to providing certified, qualified, professional, sign language interpreters who will work to ensure effective communication and access to all consumers. During our service, we strive to act as cultural mediators, advocate for equal rights, and become lifelong learners. It is our goal to bring relevance to the profession of interpreting and become its ambassadors.

Provider:

Hired Hands, Inc.
P.O. Box 55275
Hurst, TX 76054

(817) 236-3323
Angela Franklin, COO
Debbie Mitchell-DiPaolo, CEO

Please initial each page, fill out the following information and fax or email the entire agreement to Hired Hands, Inc.
Fax 817-236-5601 Email info@hiredhandsinc.com

AGENCY Information:

Name of AGENCY

AGENCY Contact

Contact's Email

Billing Attention

Billing Address

City, State, Zip Code

Phone: () _____ Fax: () _____

Billing Email

Would you prefer you invoices emailed? ___ Yes ___ No

Authorized Representative:

Print Name of Authorized Person

Position / Title

Signature of Authorized Person

Date Signed

By signing this AGREEMENT FOR SIGN LANGUAGE INTERPRETING SERVICES, you are agreeing to all its contents and accepting fiduciary responsibility.

For Hired Hands Use only:

Date Received

Database #

QuickBooks

Initials

Location served under this agreement (if different than billing address):

Name of Location

Physical Address

City, State, Zip Code

Phone: (____) _____ Fax: (____) _____

Name of Location

Physical Address

City, State, Zip Code

Phone: (____) _____ Fax: (____) _____

Name of Location

Physical Address

City, State, Zip Code

Phone: (____) _____ Fax: (____) _____

For additional locations please attach a separate sheet

Dear County Judge and County Commissioners:

As your constituent, I am writing on behalf of the estimated 44,330 Americans who will die of pancreatic cancer in 2018, approximately 3250 of whom live in Texas in 2018, pancreatic cancer will afflict more than 55,440 Americans, 71 percent of whom will die within one year of their diagnosis, and 92 percent of whom will die within five years of diagnosis. There are no early detection methods.

On October 21, 2016 I celebrated my 9th year of being cancer free. I am one of the lucky ones, if you live past 5 years, you have an 8 percent survivor rate. I lost my dad 46 years ago, with the same thing I'm living with today. I have a daughter and two granddaughters that I worry about, as of today there is no test for pancreatic cancer, in most cases when you are diagnosed you are in the later stages.

This year, pancreatic cancer surpassed breast cancer to become the third leading cause of cancer-related death in the United States, and it is projected to become the second leading cause by 2020. It is the only major cancer with a five-year relative survival rate in the single digits at just eight percent. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance of November 17 as World Pancreatic Cancer Day in Waxahachie, you can help us raise awareness in our community.

We request that a total of 2 originals of the proclamation be made available for our records. Please contact me at 214.463.5518, ldc8156@att.net with any questions. I look forward to working with you to issue a proclamation that will recognize November 17 as World Pancreatic cancer Day and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,


Les Clemons
P.O. Box 685
Waxahachie, TX 75168

A PROCLAMATION
of the Ellis County Commissioners' Court

WHEREAS, in 2018, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease; and

WHEREAS, pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally later stages; and 71 percent of pancreatic cancer patients die within the first year of their diagnosis; and

WHEREAS, approximately 2,650 deaths will occur in Texas in 2018; and

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and

WHEREAS, there will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020; and

WHEREAS, the good health and well-being of the residents of Ellis County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW THEREFORE BE IT PROCLAIMED that the Ellis County Commissioners Court wishes to designate November 15, 2018 as World Pancreatic Cancer Day in Ellis County, Texas.

In witness thereof, signed the 6th day of November, 2018.

Carol Bush, County Judge

Randy Stinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

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

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to PALMER ISD goods and services.
- B) The PALMER ISD (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 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) That the payment and penalty provisions set out in Section 791.014 (c) and

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

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

EXECUTED in duplicate this _____ day of _____, 2019.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

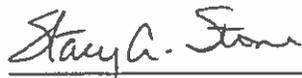
Attest:

Ellis County Clerk



Superintendent
PALMER ISD

Attest:



Secretary

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

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to CITY OF PECAN HILL goods and services.
- B) The CITY OF PECAN HILL (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 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) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.

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

EXECUTED in duplicate this _____ day of _____, 2019.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

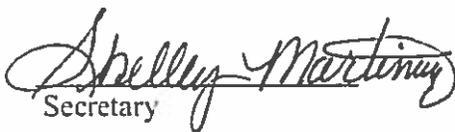
Attest:

Ellis County Clerk



Mayor
CITY OF PECAN HILL

Attest:


Secretary

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

- WHEREAS,** the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and
- WHEREAS,** such contracts are authorized under Chapter 791 of the Government Code Of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and
- WHEREAS,** the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and
- WHEREAS,** the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;
- NOW THEREFORE,** the parties agree and covenant one with the other as follows:
- A) The County of Ellis (hereinafter **COUNTY**) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The **COUNTY** shall be further authorized to sell to **CITY OF FERRIS** goods and services.
 - B) The **CITY OF FERRIS** (hereinafter **CITY**) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
 - C) **CITY**, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to **CITY**.
 - D) The term of this agreement shall be from **January 1, 2019 to December 31, 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) That the payment and penalty provisions set out in Section 791.014 (c) and

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

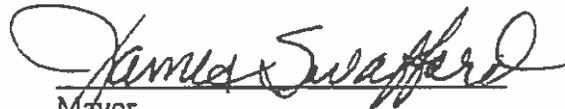
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2019.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

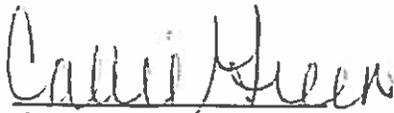
Attest:

Ellis County Clerk



Mayor
CITY OF FERRIS

Attest:



Secretary

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

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

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

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

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

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

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or construction of street, road, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to FERRIS ISD goods and services.
- B) The FERRIS ISD (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from **January 1, 2019 to December 31, 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) That the payment and penalty provisions set out in Section 791.014 (c) and

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

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

EXECUTED in duplicate this _____ day of _____, 2019.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



Superintendent
FERRIS ISD

Attest:



Secretary