

ELLIS COUNTY BAIL BOND BOARD

Designation of Board Members

Rule 101. Board Members

Ellis County shall have a bail bond board known as the "Ellis County Bail Bond Board", hereinafter "Board," consisting of the following persons:

- (a) The sheriff or a Designee from the Sheriff's Office who must be the Sheriff's Administrator or a Deputy Sheriff of the rank of at least Sergeant;
- (b) A District Judge of the County having jurisdiction over criminal matters and designated by the presiding judge of the administrative judicial district or a Designee of the District Judge who is approved by the Presiding Judge;
- (c) The County Judge, a member of the Commissioners Court designated by the County Judge, or a designee approved by the commissioners court;
- (d) A Judge of a County Court or a County Court-at-Law in the County having jurisdiction over criminal matters and designated by the Commissioners Court or a Designee of the Judge who is approved by the Commissioner's Court;
- (e) The District Attorney or an Assistant District Attorney designated by the District Attorney;
- (f) A licensed bail bond surety or agent for a corporate surety in the county elected under Section 1704.0535, or a bail bond surety or agent for a corporate surety licensed in the county who is designated by the elected surety or agent;
- (g) A Justice of the Peace;
- (h) The District Clerk or the Clerk's designee;
- (i) The County Clerk or the Clerk's designee, if the County Clerk has responsibility over criminal matters;
- (j) If appointed by the Board, a presiding Judge of a Municipal Court in the County;
- (k) If the county's principal municipality designates a presiding judge in the municipal court system, the presiding judge or a municipal judge from the system designated by the presiding judge;
- (l) The County Treasurer or the Treasurer's designee, or, if appointed by the Commissioner's Court in a County that does not have a County Treasurer, the person designated by the County Commissioner's Court to perform the duties of the County Treasurer; and
- (m) a criminal defense attorney practicing in the county and elected by other attorneys whose principal places of business are located in the county and who are not legally prohibited from representing criminal defendants or the designee of the criminal defense attorney.

TO THE ELLIS COUNTY BAIL BOND BOARD:

NAME OF DESIGNEE: Erik Test

TITLE OF DESIGNEE: Chief of Staff, ^{Office of} County Judge

REPRESENTING OFFICE OF: County Judge


SIGNATURE

1/4/2019
DATE

ELLIS COUNTY BAIL BOND BOARD

A5

Designation of Board Members

Rule 101. Board Members

Ellis County shall have a bail bond board known as the "Ellis County Bail Bond Board", hereinafter "Board," consisting of the following persons:

- (a) The sheriff or a Designee from the Sheriff's Office who must be the Sheriff's Administrator or a Deputy Sheriff of the rank of at least Sergeant;
- (b) A District Judge of the County having jurisdiction over criminal matters and designated by the presiding judge of the administrative judicial district or a Designee of the District Judge who is approved by the Presiding Judge;
- (c) The County Judge, a member of the Commissioners Court designated by the County Judge, or a designee approved by the commissioners court;
- (d) A Judge of a County Court or a County Court-at-Law in the County having jurisdiction over criminal matters and designated by the Commissioners Court or a Designee of the Judge who is approved by the Commissioner's Court;
- (e) The District Attorney or an Assistant District Attorney designated by the District Attorney;
- (f) A licensed bail bond surety or agent for a corporate surety in the county elected under Section 1704.0535, or a bail bond surety or agent for a corporate surety licensed in the county who is designated by the elected surety or agent;
- (g) A Justice of the Peace;
- (h) The District Clerk or the Clerk's designee;
- (i) The County Clerk or the Clerk's designee, if the County Clerk has responsibility over criminal matters;
- (j) If appointed by the Board, a presiding Judge of a Municipal Court in the County;
- (k) If the county's principal municipality designates a presiding judge in the municipal court system, the presiding judge or a municipal judge from the system designated by the presiding judge;
- (l) The County Treasurer or the Treasurer's designee, or, if appointed by the Commissioner's Court in a County that does not have a County Treasurer, the person designated by the County Commissioner's Court to perform the duties of the County Treasurer; and
- (m) a criminal defense attorney practicing in the county and elected by other attorneys whose principal places of business are located in the county and who are not legally prohibited from representing criminal defendants or the designee of the criminal defense attorney.

TO THE ELLIS COUNTY BAIL BOND BOARD:

NAME OF DESIGNEE: Patricia Marshall

TITLE OF DESIGNEE: Designee of the Judge for County Court at Law No. 2

REPRESENTING OFFICE OF: County Court at Law No. 2 of Ellis Co.

Patricia Marshall
SIGNATURE

1-23-19
DATE

FI

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
001-0613-508110	Auto Insurance	249.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-508210	Uniform Expense	249.00

Curtis Polk
Signature of Department Head

1-14-19
Date Signed

Constable Pct. 3
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 Spaulock 1/14/19

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2019/2020~~ Budget as follows:
2018/2019

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508070	FM1- Gen misc	\$3,500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509140	FM1- Signs	\$3,500.00

 1/14/19
 Signature of Department Head Date Signed

Road & Bridge Pct. 1
 Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019 / 2019/2020

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

Approved by County Auditor's Office:

 1/15/19



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 1/15/19

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

Additional Revenue Received

Insurance Reimbursement 001-0010-406590

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

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

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

Signed



Miykael Reeve, CGFO
County Auditor



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: john.bridges@co.ellis.tx.us
Website: www.elliscountytax.com

January 18, 2019

Request for Approval of January 29, 2019
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Accumatch ✓	176730 ✓	\$2,852.12 ✓
Interbank Loan Operations ✓	172310 ✓	\$3,416.58 ✓
Great Lakes Development Inc. ✓	230019 ✓	\$4,955.19 ✓
Accumatch ✓	173489 ✓	\$2,763.04 ✓

BA 1/23/19

Total: \$13,986.93 ✓

x Mickie Plene 1/23/19
COUNTY AUDITOR SIGNATURE : DATE



JOHN BRIDGES RTA, CTA, CSTA
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No: 972-825-4400
 Fax No: 972-825-4400

Print Date: 02/27/2018

ACCUMATCH
 2711 LYNDON B JOHNSON FWY STE 1065
 DALLAS, TX 75234

Account Number 196930
Legal Description of the Property LOT 2A & 2A B CLOSED ALLEY W/ K... END-REV 6/25/17 AC 214 SPENCER ST 75234
OWNER HINDS JACOB

2018 OVERAGE AMOUNT **\$2,852.12**

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11(c), Tax Property Code). Approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Name of the refund recipient (individual or business) and the address to which the refund should be sent.	Where should the refund be issued to? Name: Accumatch ✓ Address: 2711 LBJ Fwy Suite 1065 City, State, Zip: Dallas TX 75234 Daytime Phone No.: E-Mail Address:		
Step 2. Provide payment information. Provide the check number, date paid, and amount paid for each payment made to the refund recipient.	Check No.	Date Paid	Amount Paid
	Accumatch	12/28/18	\$2,852.12
	TOTAL AMOUNT PAID (sum of the above amounts)		\$2,852.12
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following: <input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		
	SIGNATURE OF REQUESTOR (REQUIRED) Phoné Berthel		DATE 1/27/2019
TAX OFFICE USE ONLY:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____		

This application must be completed, signed, and submitted with supporting documentation to be valid.

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 PAYACCUM0001 176730

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$210.58	\$210.58		176730	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$16.13	\$16.13		176730	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$12.56	\$12.56		176730	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$104.64	\$104.64		176730	UNKNOWN
	PAYACCUM000	12/28/2018	39498224	42897	CH	\$1,357,848.17	✓ \$2,852.12	LG	176730	23466451-ACCUMATCH
	TC181205	12/05/2018	39140307	47667	CH	\$770.00	\$10.00	TC	176730	1624-ELLIS COUNTY ABS
	W181205SC	12/05/2018	39136528		CH	\$2,852.12	\$2,852.12	PA	176730	26466018-ELLIS COUNTY
	W17192017TB	12/19/2017	38373521	34806	CH	\$907,955.85	\$2,580.36	AA	176730	23466451-ACCUMATCH
	W161222TB	12/22/2016	33454261	22430	CH	\$358,696.24	\$2,204.31	PA	176730	23466451-ACCUMATCH
	W151208JB	12/08/2015	30180464	9819	CH	\$300,682.21	\$2,085.96	PA	176730	23466451-ACCUMATCH
	20141219MGM3	12/19/2014	27369883	009972	CH	\$4,386.46	\$1,588.92	PA	176730	22718409-FIRST FINANCI
	TC140904	09/04/2014	26558056	41392	CH	\$960.00	\$10.00	TC	176730	1624-ELLIS COUNTY ABS

Applied Total \$25,770.74



JOHN BRIDGES RTA, CTA, CSTA
Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5151
 Fax No.: 972-825-5151

Print Date: 12/28/2018

INTERBANK LOAN OPERATIONS
 P.O. BOX 5258
 ENID, OK 73702

Account Number 172310 ✓
Legal Description of the Property LOT 2A BLK 4 BULLARD-REV 516 AC 700 DUNAWAY ST 75165
OWNER: COLE DONALD I & PEGGY E

2018 OVERAGE AMOUNT \$3,416.58

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Interbank Loan Operations</u> ✓			
	Address: <u>PO Box 5258</u>			
	City, State, Zip: <u>Enid, OK, 73702</u>			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: <u>580-977-1761</u>		E-Mail Address: <u>dorinda.linnelback@interbank.net</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Interbank</u>	<u>6141</u>	<u>12-17-18</u>	<u>\$339.46</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			<u>8339.46</u>
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
<u>Dorinda Linnelback</u>		<u>12-7-19</u>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 181227JB 172310

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$471.68	\$471.68		172310	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$290.33	\$290.33		172310	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$18.75	\$18.75		172310	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$120.30	\$120.30		172310	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$14.22	\$14.22		172310	UNKNOWN
	181227JB	12/27/2018	39471702	6141	CH	\$259,224.72	\$3,416.58	LG	172310	24043488-INTERBANK LC
	181227JB	12/27/2018	39471702	6141	CH	\$259,224.72	\$4,922.88	AA	172310	24043488-INTERBANK LC
	W171212MG	12/12/2017	36247495	4805	CH	\$296,628.98	\$4,922.88	PA	172310	24043488-INTERBANK LC
	TC170808	08/08/2017	35598854	45757	CH	\$1,310.00	\$10.00	TC	172310	1624-ELLIS COUNTY ABS
	W170808EC	05/26/2017	35419087	CC001662877	EC	\$8,953.78	\$8,953.78	PA	172310	25574131-DONALD I. CO
	W160201CC2	01/29/2016	31458543	CC001230530	CR	\$7,749.76	\$7,749.76	PA	172310	24406680-IVAN COLE
	150107HS4	12/31/2014	27747091	3465	CH	\$27,421.53	\$7,060.47	PA	172310	COLE DONALD I

Applied Total \$162,675.92



JOHN BRIDGES RTA, CTA, CSTA
 Ellis County Tax Assessor - Collector
 P O DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 12/21/2018

GREAT LAKES DEVELOPMENT INC
 2221 JUSTIN RD
 STE 119 PMB 185
 FLOWER MOUND, TX 75028

Account Number 230019
Legal Description of the Property LOT 2 BLK 1 WOFFORD ADDN 1133 AC 910 E MAIN ST 76065
OWNER: GREAT LAKES DEVELOPMENT INC

2018 OVERAGE AMOUNT \$4,955.19

70. ELLIS COUNTY, 170. LTRD, 208. MIDLOTHIAN ISD, 354. CITY OF MIDLOTHIAN

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom the refund will be received.	Who should the refund be issued to:			
	Name: Great Lakes Development Inc ✓			
	Address: 2221 JUSTIN RD #119 PMB 185			
	City, State, Zip: Flower Mound TX 75028			
Daytime Phone No.: 469-939-9980		E-Mail Address: VKY63031@900.com		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	Great Lakes Development	5075	12/18/18	50,002.34
	TOTAL AMOUNT PAID (sum of the above amounts)			50,002.34
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
[Signature]		12/28/18		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 181220JA 230019

Check Page	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	181220JA	12/20/2018	39390331	5075	CH	\$50,002.34	\$45,047.15	PA	230019	26781364-GREAT LAKES
	181220JA	12/20/2018	39390331	5075	CH	\$50,002.34	✓ \$4,955.19	LG	230019	26781364-GREAT LAKES
	W180227TB	01/31/2018	37880162	5064	CH	\$45,437.62	\$45,437.62	PA	230019	26270260-GREAT LAKES
	W161228MG	12/28/2016	33517924	5049	CH	\$44,355.36	\$44,355.36	PA	230019	GREAT LAKES DEVELOP
	W160113MG3	01/13/2016	30897838	5043	CH	\$40,398.00	\$40,398.00	PA	230019	GREAT LAKES DEVELOP
	011615BB	01/16/2015	27974691	011350	CH	\$40,398.00	\$40,398.00	PA	230019	OVILLA ROAD LP
	140114AS	01/14/2014	24988639	011159	CH	\$39,639.16	\$39,639.16	PA	230019	OVILLA ROAD LP
	130128BG	01/28/2013	22625899	10181	CH	\$39,514.05	\$39,514.05	PA	230019	OVILLA ROAD LP
	120126RC	01/26/2012	20095258	2496	CH	\$37,103.89	\$37,103.89	PA	230019	OVILLA ROAD LP
	110125JB	01/25/2011	17730101	2335	CH	\$35,314.88	\$35,314.88	PA	230019	OVILLA ROAD LP
	100121MA	01/21/2010	15374957	2209	CH	\$36,210.05	\$36,210.05	PA	230019	OVILLA ROAD LP
	090116ET	01/16/2009	13153328	2090	CH	\$39,217.59	\$39,217.59	PA	230019	20401929-AMIN BATA

Applied Total \$540,576.38



JOHN BRIDGES RTA, CTA, CSTA
Ellis County Tax Assessor - Collector
 P.O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 12/31/2018

ACCUMATCH
 2711 LYNDON B JOHNSON FWY STE 1065
 DALLAS, TX 75234

Account Number 193489
Legal Description of the Property 1407 PT 165B & ALL 165 FERRIS 2ND-REV 227 AC 209 KIRKSEY ST 75165
OWNER BERGANTINO DAVID J & ANNIE

2018 OVERAGE AMOUNT \$2,763.04

70 ELLIS COUNTY, 170 LTRD, 212 WAXAHACHIE ISD, 390 CITY OF WAXAHACHIE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c) Governing Body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Who should the refund be issued to:			
	Name: Accumatch ✓			
	Address: 2711 LBJ Fwy, Suite 1065			
	City, State, Zip: Dallas TX 75234			
Daytime Phone No.: 214-658-6959		E-Mail Address: yvonne.berthet@accumatch.com		
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	Accumatch	42897	12/15/18	\$2,763.04
	TOTAL AMOUNT PAID (sum of the above amounts)			\$2,763.04
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	yvonne Berthet		1/7/2019	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 PAYACCUM0001 173489

Check Image	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$50.08	\$50.08		173489	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$21.07	\$21.07		173489	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$1.84	\$1.84		173489	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$1.03	\$1.03		173489	UNKNOWN
	200103223182	01/01/9999	0	BALANCING RECOF	CH	\$9.76	\$9.76		173489	UNKNOWN
	PAYACCUM000	12/28/2018	39498224	42897	CH	\$1,357,848.17	✓ \$2,763.04	LG	173489	23466451-ACCUMATCH
	W181129SC	11/29/2018	39071053	155096	CH	\$2,763.04	\$2,763.04	PA	173489	28631969-TOWN SQUAR
	W17192017TB	12/19/2017	36373521	34806	CH	\$907,955.85	\$1,417.34	AA	173489	23466451-ACCUMATCH
	W170201CC	01/30/2017	34593159	CC001533516	CR	\$730.38	\$730.38	PA	173489	25279796-AMY RADER
	W180608MG	06/08/2016	32353512	10497	CH	\$6,413.44	\$6,413.44	PA	173489	20299954-PARADISE SE
	131007JD	09/30/2013	23799056	26402	CH	\$3,566.74	\$3,566.74	PA	173489	20445736-PROPEL FINAI
	20130920MG	09/20/2013	23789042		CA	\$200.00	\$200.00	PA	173489	DUNLEVY DAVID HAROL

Applied Total \$25,743.62

F5

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my
2019/2020 Budget as follows:

2018/2019

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50909	FM1- Repairs/Parts	\$5,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50907	FM1- Tires	\$5,000.00


 Signature of Department Head Date Signed

Road & Bridge Pct.1
 Department

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

APPROVED THIS _____ DAY OF _____

~~2019/2020-~~
 2018/2019
 County Judge

RECEIVED
 JAN 22 2019
 ELLIS COUNTY
 AUDITOR

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

Approved by County Auditor's Office:

DeVonda Spivey 1/22/19

FL6

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2007~~2019 Budget as follows:
2018

TRANSFER FROM:

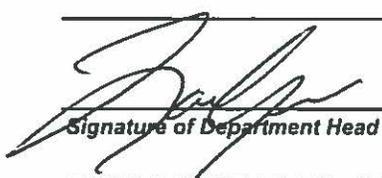
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
RB2 GENERAL EXPENSES	004-0652-508070-000000-000	\$60,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
RB2 EQUIPMENT	004-0652-508020-00000-000	\$60,000.00

POSTED
PCT2
COMPUTER


Signature of Department Head

1/22/2019
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 _____, ~~2007~~2019

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

Approved by County Auditor's Office:

DeVonda Spaulink 1/23/19

F7

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2007~~/2019 Budget as follows:
2018

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
RB2 FUND BALANCE CARRY OVER	004-0652-303010-000000-000	\$42,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
RB2 EQUIPMENT	004-0652-508020-000000-000	\$42,000.00

POSTED
PCT2
COMPUTER

Signature of Department Head

1/22/2019

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 _____, ~~2007~~/2019
2018

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

Approved by County Auditor's Office:

DeVinde Spiclock 1/23/19

F8

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
001-0210-409640	Contracting Elections	(\$11,700.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50848	Holding Salary	\$11,700.00


Signature of Department Head

1-22-2019
Date Signed

Elections
Department

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

RECEIVED
JAN 22 2019
ELLIS COUNTY
AUDITOR

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

Approved by County Auditor's Office:

 1/23/19



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 1/23/19

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

Additional Revenue Received

Contracting Elections 001-0210-469640 \$ 11,700.00

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

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

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

Signed Mykael Reeve
Mykael Reeve, CGFO
County Auditor

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
001-0140-50560-00000-000	Compens/Fringe Liab/ Staffing	24,980.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-50502-00000-000	Deputies Salary	21,000.00
001-0390-50553-00000-000	Soc Sec	1,608.00
001-0390-50554-00000-000	Retirement	2,372.00


Signature of Department Head

1/24/2019
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:


1/24/19

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:

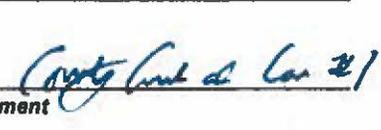
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50560-00000-000	Compens/Fringe Liab/ Staffing	6,584.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0380-50502-00000-000	Deputies Salary	5,528.00
001-0380-50553-00000-000	Soc Sec	423.00
001-0380-50554-00000-000	Retirement	633.00


 Signature of Department Head

1-23-19
 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: DeVonde Spierman 1/24/19



425 E. Ross St.
Waxahachie, TX 75165

Invoice for Services

FY 2019

PREPARED FOR
Cheryl Chambers
Ellis County Treasurer
109 S Jackson St, Third Floor
Waxahachie, TX 75165

PREPARED DATE
December 12, 2018

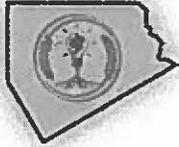
Thank you for your continued support of the Ellis County Children's Advocacy Center. We continue to see an increase in the number of children in our county who need CAC services. Last year we provided 396 forensic interviews for alleged victims of child abuse. We are on track to provide well over 400 interviews this fiscal year 2019 as our county grows. Your contribution to our community's CAC is valuable to the work we do.

Date of Service/Task		TOTAL
FY 2019 (September 2018 – August 2019)		\$20,000
		\$20,000.00

Respectfully Submitted,

Leslie A. Deen
Executive Director

VENDOR CODE 02422 *Gingerbread House*
APPROVAL _____
DEPT _____
DATE _____
LINE ITEM 001-0140-508660



AGENDA ITEM 1.1
Ellis County Commissioners Court
January 29, 2019



SHORT TITLE:

Road frontage variance for 1137 Epps Road, Suburban Estates Lot 91R
Parcel ID - 156406.

LEGAL CAPTION:

Consider & act upon a request to grant a one-time variance from Section IV (B)(2) (Residential Lots) of the Subdivision Development Standards and Section 10 of the Adopted Septic Order to allow one (1) lot without meeting the minimum road frontage and minimum lot size requirement. The property contains ± 0.994 acres of land at 1137 Epps Road in Suburban Estates, Lot 91R ± 668 feet north of Goliad Circle in Palmer, Road & Bridge Precinct No. 1.



APPLICANT(S):

Francisco Gonzalez



PURPOSE:

The applicant wishes to replat his property to include the purchase of additional property from his next-door neighbor (1127 Epps Rd) to make it a legal lot of record. Previously, the property was illegally subdivided without going through the platting process. The proposed lot will not meet the minimum road frontage requirement; the applicant's property has ± 146.85 feet of road frontage and falls ± 262 square feet short of the acre requirement.



HISTORY:

Suburban Estates was filed with the Ellis County Clerk on September 17, 1970. Per the Subdivision Development Standards, a variance from this requirement is needed before proceeding with the plat approval process.



OTHER RELEVANT INFORMATION:

Section VIII (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.*
5. *That the situation causing the hardship or difficulty is neither self-imposed or self-created.*

Section VIII (A) (1) (i) requires notice be sent to property owners within 200 feet of the property with the requested variance at least fifteen (15) days prior to the meeting date. Staff sent out eight (8) notices via regular mail to satisfy this requirement.



ANALYSIS:

Although the applicant has purchased additional land from his neighbor, this property could not obtain the 150 minimum road frontage required by ± 3.15 feet or ± 262 square feet to meet the acre requirement and meets the criteria for granting a variance.



RECOMMENDATION:

Staff recommends **approval** of this variance to Section IV (B) (2) (Lots) of the Subdivision & Development Standards and Section 10 of the Adopted Septic Order, subject to the following conditions

- 1) An application for replat shall be submitted for review that closely mirrors Exhibit A.



ATTACHMENTS:

1. Applicant's Request
2. Draft Order



APPROVED AND PRESENTED BY:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1

Proposal letter for a variance to replat properties

Ellis County Commissioners Court
109 S Jackson St
Waxahachie, TX 75165

RCVD DEC 31 2018 4:12:11
ELLIS CTY-DEPT. OF DEV.

December 31, 2018

Dear Ellis County Commissioners Court,

This letter is to ask you in the most sincere way for a variance against the 1 acre rule and 150 feet of frontage to replat. My address is 1137 EPPS Rd in Palmer, TX 75152 and my neighbors address is 1127 EPPS Rd Palmer, TX 75152. I and my neighbor made a deal where I bought an extra piece of land from him and we are trying to fix all the paperwork to make it legal since he just recently sold the property. The piece that we agreed on is fenced with my property. ~~Lot~~ 91R-Suburban Estates Property ID 156406, the lot will be 0.0994 acres and have 146.85 feet of frontage.

Respectfully submitted,

Francisco Gonzalez

Francisco Gonzalez
1137 Epps RD Palmer, TX 75152
469-337-0260
egonzalez9448@gmail.com



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2



COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 29th day of January 2019, 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 Todd Little

COMMISSIONERS:

- Randy Stinson, Commissioner, Pct. 1
- Lane Grayson, Commissioner, Pct. 2
- Paul Perry, Commissioner, Pct. 3
- 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 IV (B) (2) (LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS , AND SECTION X OF THE ADOPTED SEPTIC ORDER TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT AND MINIMUM LOT SIZE. THE PROPERTY CONTAINS ± .994 ACRES OF LAND AT 1137 EPPS ROAD, IN SUBURBAN ESTATES, LOT 91R, PARCEL ID NO. 156406 LOCATED IN PALMER, ROAD & BRIDGE PRECINCT NO. 1, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A", PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards 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 150 feet of road frontage requirement and minimum 1-acre requirement, subject to the following conditions:

- 1) An application for replat shall be submitted for review that closely mirrors Exhibit A.

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 29TH DAY OF JANUARY 2019.

Todd Little, 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:

Krystal Valdez, County Clerk



EXHIBIT A
Location Map & Survey

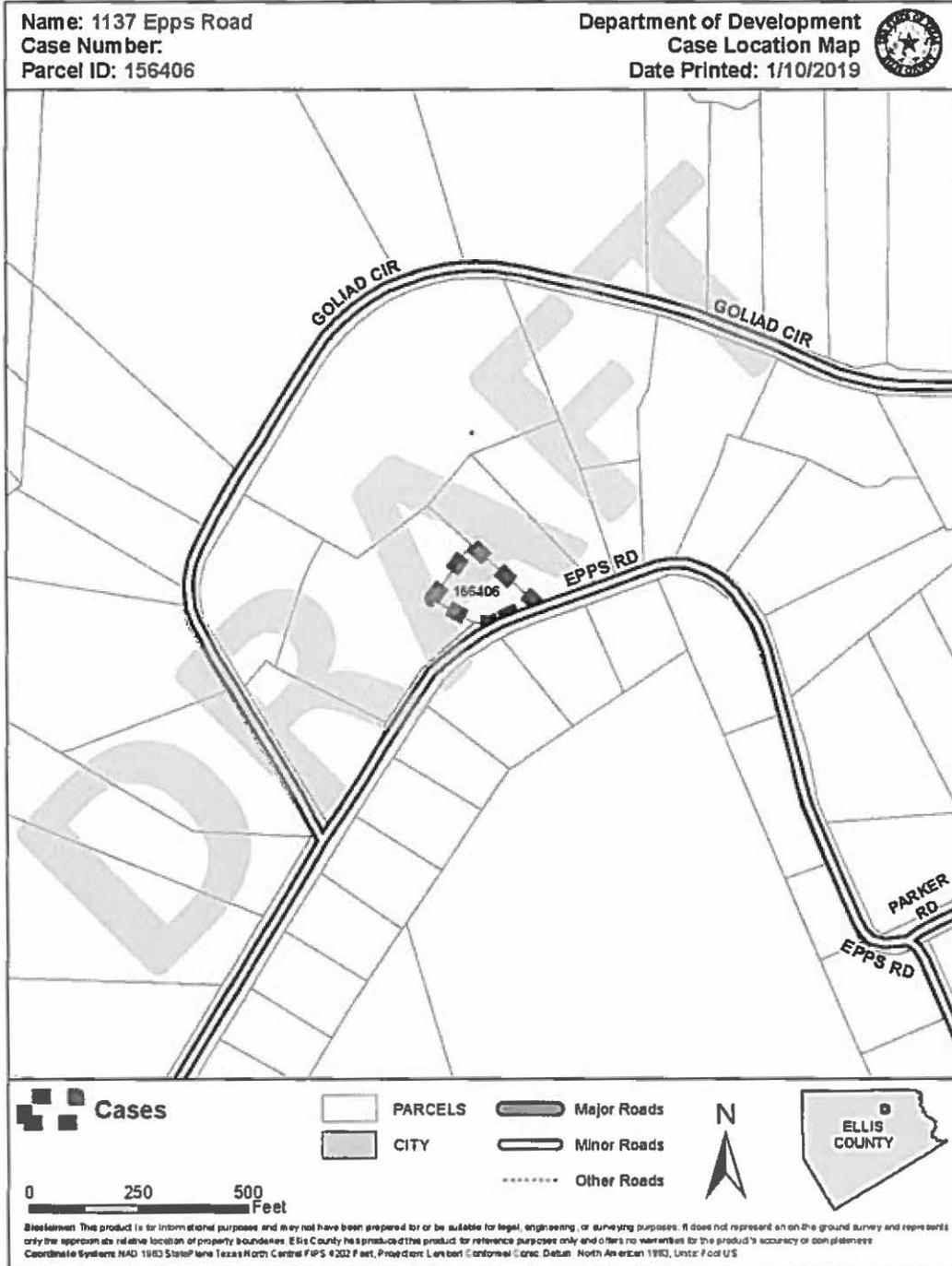
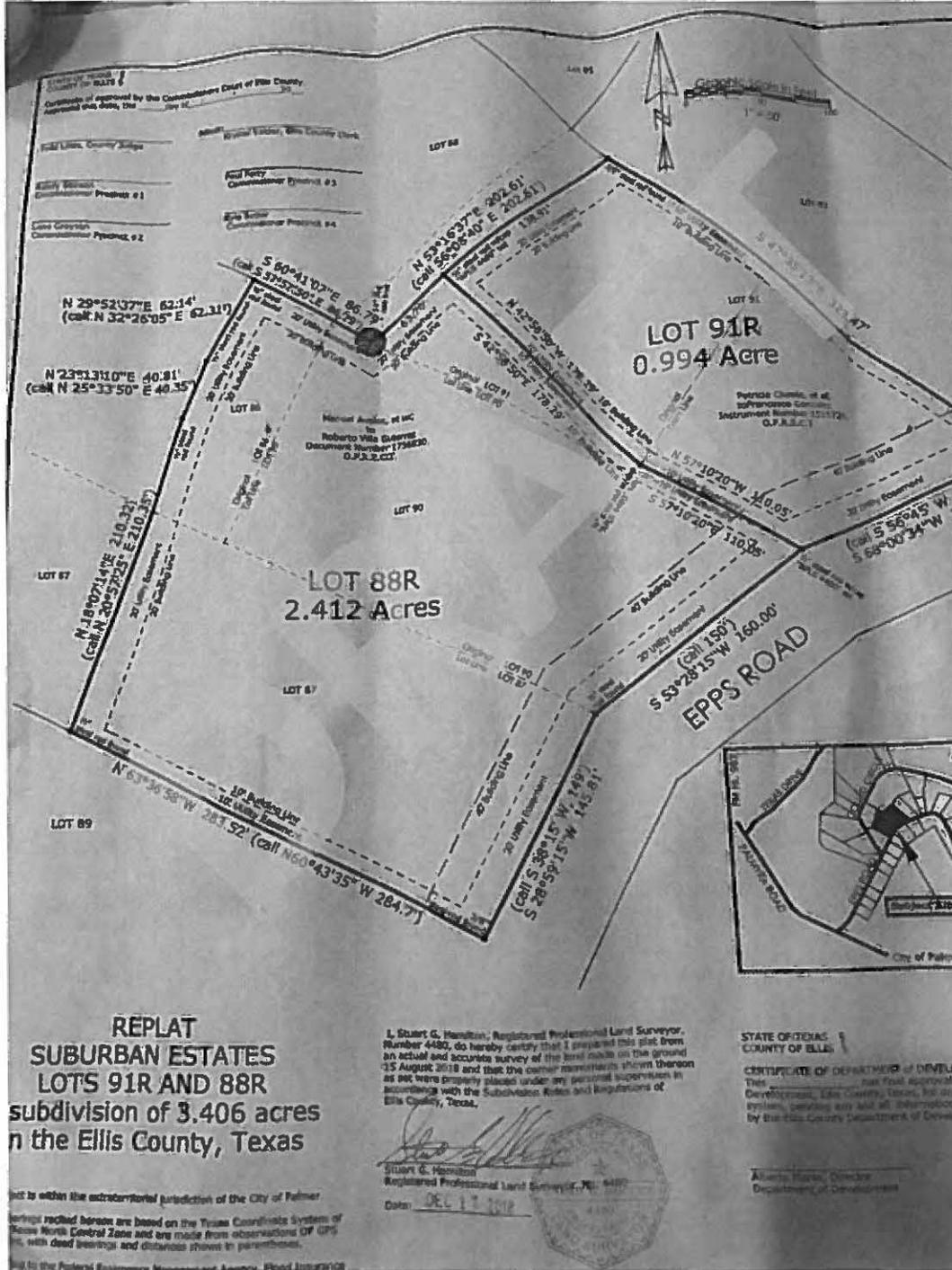
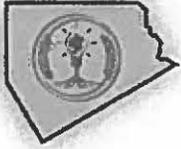




EXHIBIT A
Survey





AGENDA ITEM 1.2
Ellis County Commissioners' Court
January 29, 2019



SHORT TITLE:

Preliminary plat Dove Meadows.
Parcel ID - 182292

LEGAL CAPTION:

Consider & act upon a preliminary plat of Dove Meadow Estates. The property contains ± 75 acres of land in the J.C. Dickey Survey, Abstract No. 298 and the A. Ferguson Survey, Abstract No. 350 located on the south side of Old Maypearl Road ± 6,600 feet east of Greathouse Road, Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Lance Rust



PURPOSE:

The applicant is requesting to subdivide this property into fifty-one (51) residential lots. A final plat will come before the Court after the infrastructure is complete.



HISTORY:

There is no previous subdivision history on this property. Staff discovered ± 1,100 square feet of this proposed subdivision located in Waxahachie's ETJ (near the northeast corner), which usually triggers a plat review by both the City & the County; however, the City of Waxahachie ceded their review authority for this plat due to the small amount in their ETJ (see Attachment No. 3).



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

These phases are not adjacent to any thoroughfares on the County's adopted Master Thoroughfare Plan.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.

Buena Vista-Bethel SUD provides service to this site. Based on their analysis, an 8-inch line will need to extend from an existing line 3,800 feet away to provide service (see Attachment No. 4). The developer is aware of this infrastructure cost and has stated they will build it.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Location Map
2. Preliminary plat
3. Email
4. Water Endorsement



RECOMMENDATION:

Staff recommends approval of this request, as presented.



APPROVED AND PRESENTED BY:



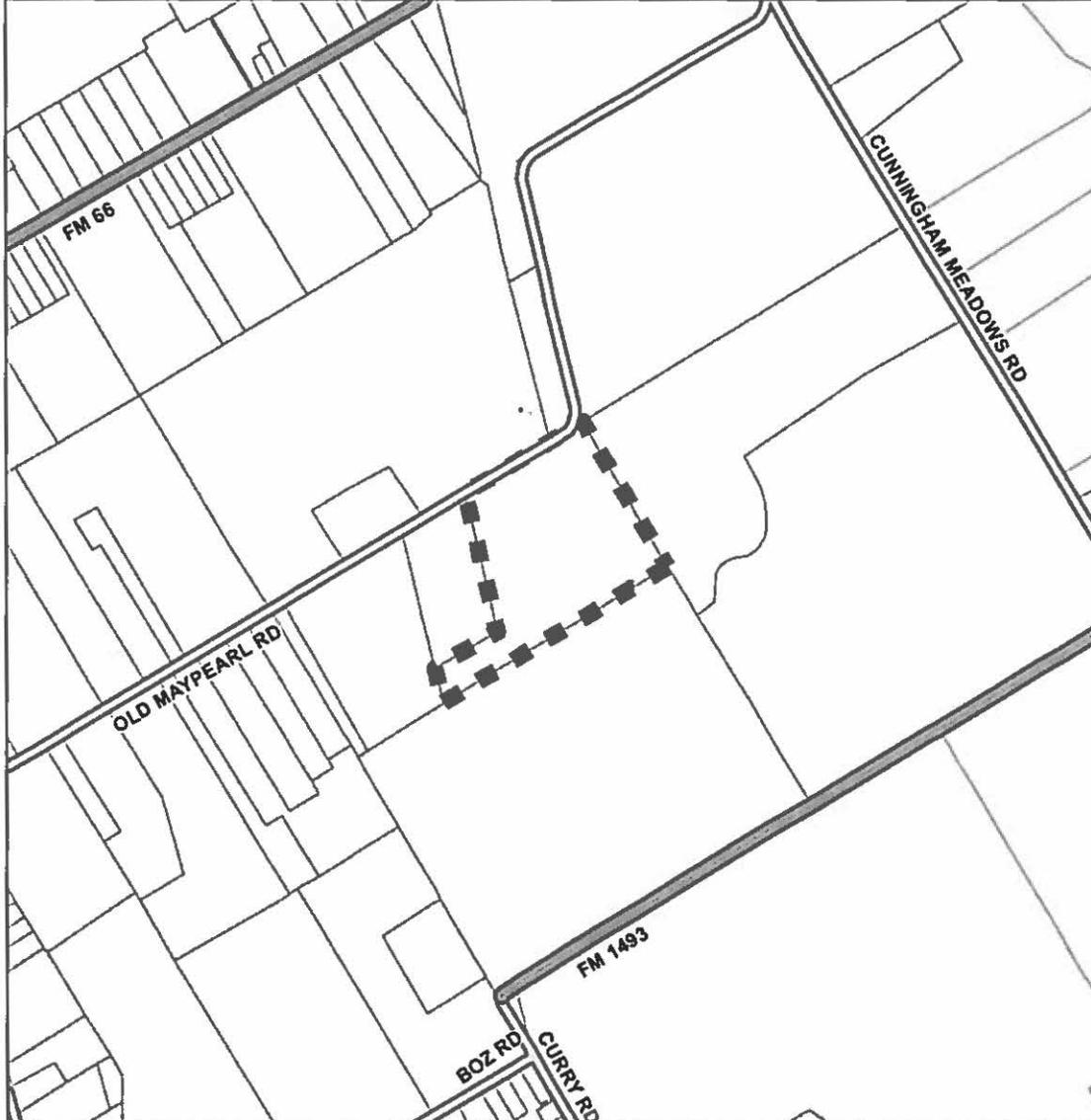
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



ATTACHMENT NO. 1

Name: Dove Meadow Prelim Plat
Case Number:
Parcel ID: 3

Department of Development
Case Location Map
Date Printed: 12/31/2018



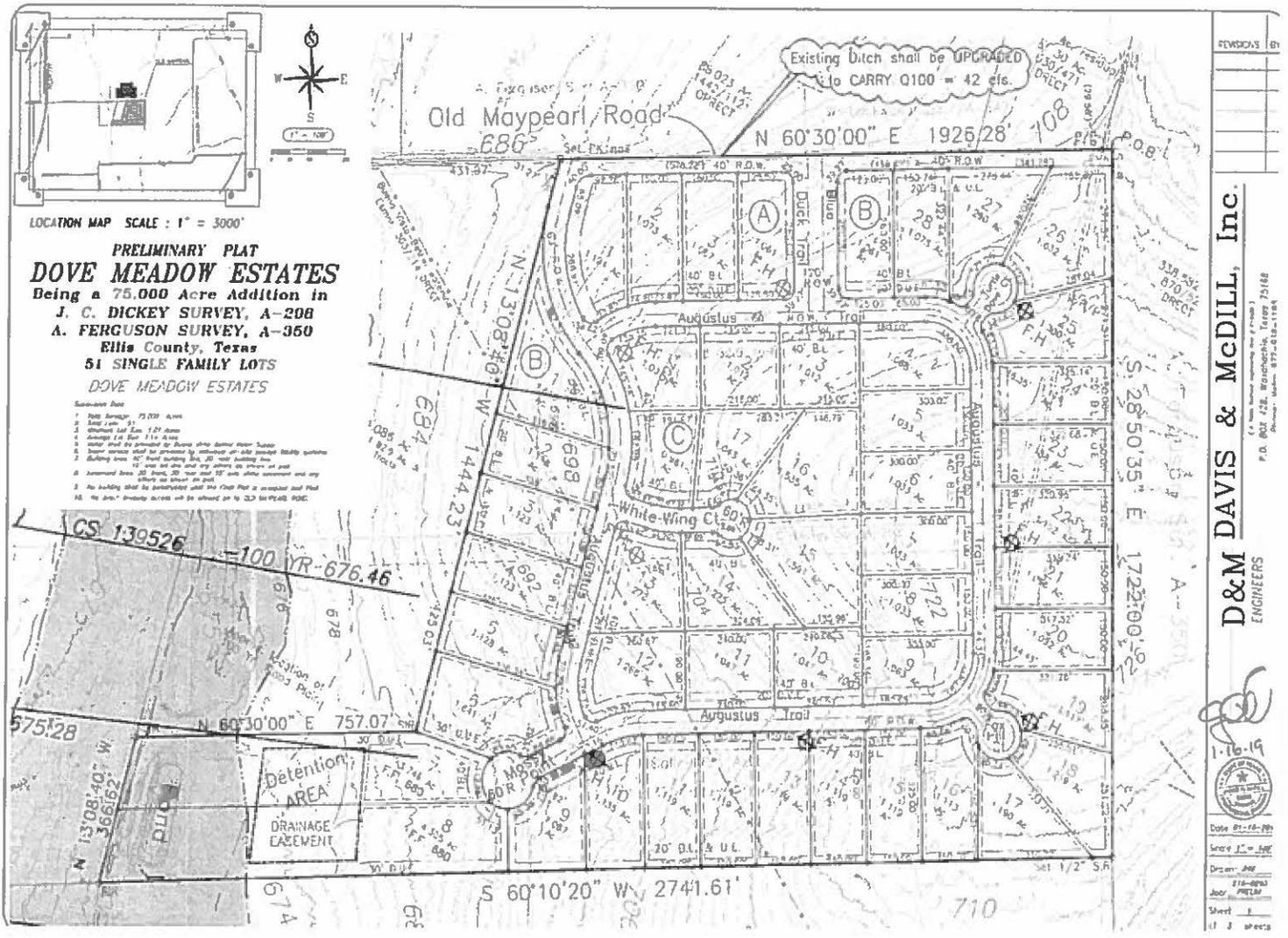
Cases 	PARCELS CITY	Major Roads Minor Roads Other Roads	
	<small>Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness. Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US</small>		



DEPARTMENT OF DEVELOPMENT
 Ellis County

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

ATTACHMENT NO. 2





ATTACHMENT NO. 3



Thu 11/29/2018 12:25 PM

Brooks, Shon <sbrooks@waxahachie.com>

RE: platting question

To Alberto Mares, AICP

Alberto,

I will cede to you. Not much I could do with that.

Shon

From: Alberto Mares, AICP [<mailto:alberto.mares@co.ellis.tx.us>]

Sent: Thursday, November 29, 2018 12:15 PM

To: Brooks, Shon <sbrooks@waxahachie.com>

Subject: platting question

Shon,

I have a potential plat coming forth and when looking at it closely, there is a small piece along the NE corner that is barely within Waxahachie's ETJ (approx. 1,100 sq ft out of 75 acres). Will you want this plat to go through Waxahachie's process or will you cede platting authority exclusively to the County? Let me know.

Thanks,

AM

=====

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 4



ROBERT T. CHILDRESS, JR., P.E. • BENJAMIN S. SHANKLIN, P.E. • ROBERT T. CHILDRESS III, P.E.

July 20, 2007

Mr. Joe Buchanan, Manager
Buena Vista-Bethel Special Utility District
312 S. Oak Branch Road
Waxahachie, Texas 75167

Re: Hydraulic Analysis for
Joe Rust Property
60 Lots, Near Node 382
Sheet 22

Dear Mr. Buchanan,

In response to your request, we have examined the hydraulic capability of your system to provide the above referenced service. We understand that this is a proposed 60 lot subdivision along the south side of Old Maypearl Road. The existing lines possible to tie into include an 1 1/2" line along Old Maypearl Road and a 2" main cross country south to F.M. 1493.

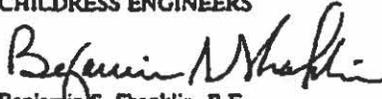
Our evaluation indicates that at this time the existing system cannot furnish the requested service. In order to provide fire protection and service for up to 60 lots, an 8" water main will need to be extended approximately 3,800 feet from the existing 10" main on Old Maypearl Road to the east line of the development at an estimated cost of \$80,000.00. However, we recommend that a 12" main be installed to take care of future growth in the system and that Buena Vista-Bethel S.U.D. will participate on the over-sizing charge.

Please be advised that this hydraulic analysis is only good for six (6) months from the date of this letter.

If you have any questions concerning this matter, please call.

Very truly yours,

CHILDRESS ENGINEERS


Benjamin S. Shanklin, P.E.

BSS/sm

1:00PM 7/20/07

211 N. RIDGEWAY DRIVE • CLEBURNE, TEXAS 76033 • (817) 645-1118 • (817) 645-7235 FAX • CHILDRESS-ENGINEERS.COM

CENTURY TRUCKS VANS

1300 E MAIN ST
GRAND PRAIRIE, TX 75050
METRO (972)263-3952
FAX (972)264-1234

2.1

23-Jan-19

DATE

ELLIS COUNTY- PRECINCT 2

NAME OF CUSTOMER

RICH

Salesperson

(972) 825-5333

HOME PHONE

WORK PHONE

37486

STOCK #

1FTMF1C84HKC53555

VEHICLE I.D. NUMBER

34,442

MILES

2017	FORD	F150 REGULAR CAB	PICK UP	XL
YEAR	MAKE	MODEL	BODY STYLE	TRIM PKG

EQUIPMENT:

- | | | | | |
|---|--|--|--|--|
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Plastic Bedliner | <input type="checkbox"/> Bucket/Captain Seats | <input type="checkbox"/> Running Boards | <input type="checkbox"/> Bobtail |
| <input type="checkbox"/> Diesel | <input type="checkbox"/> Spray Bedliner | <input type="checkbox"/> Ent. System | <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> stake Bed/Flatbed |
| <input checked="" type="checkbox"/> 6 cy L. | <input type="checkbox"/> PWR. Seats | <input checked="" type="checkbox"/> AM/FM Tape/ CD | <input type="checkbox"/> Leather | <input checked="" type="checkbox"/> Traller Towing |
| <input type="checkbox"/> Automatic | <input checked="" type="checkbox"/> PWR. Locks | <input type="checkbox"/> Sliding Window | <input type="checkbox"/> Dual Rear Wheels | <input type="checkbox"/> Alum/ Fiberglass Cab |
| <input type="checkbox"/> 4 5 6 Speed | <input checked="" type="checkbox"/> PWR. Windows | <input type="checkbox"/> Aux. Fuel Tank | <input type="checkbox"/> Lift Gate | <input type="checkbox"/> Utility Bed |
| <input checked="" type="checkbox"/> Air Cond. | <input type="checkbox"/> Theft Recovery | <input type="checkbox"/> Custom Wheels | <input type="checkbox"/> Dual Air Conditioning | <input type="checkbox"/> Other |

TRADE-IN INFORMATION

Year	Make	Model	V.I.N #
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Selling Price	\$19,970.00
Trade Allowance	\$0.00
Trade Difference	\$19,970.00
Diesel Tax	\$0.00
Tax	\$0.00
Vehicle Inventory Tax	\$48.63
Registration	\$0.00
License Fee	\$13.25
State Inspection	\$25.50
*Documentary Fee	\$150.00
Extended Service Contract	
Total	\$20,207.38
Lien Payoff	\$0.00
Sub. Total	\$20,207.38
Down Payment	\$0.00
Balance Due	\$20,207.38

Payment of vehicle may be made by cash, cashier's check, or by drafting instructions from lending institution. This proposal is for customer information only and is not a binding document. No money has been collected. Selling price, equipment, and trade allowances subject to change without notice.

CENTURY TRUCKS VANS

1300 E MAIN ST
 GRAND PRAIRIE, TX 75050
 METRO (972)263-3952
 FAX (972)264-1234

23-Jan-19

DATE

ELLIS COUNTY- PRECINCT 2

NAME OF CUSTOMER

RICH

Salesperson

(972) 825-5333

HOME PHONE

WORK PHONE

37486

STOCK #

1FTMF1C84HKC53555

VEHICLE I.D. NUMBER

34,442

MILES

YEAR	MAKE	MODEL	BODY STYLE	TRIM PKG
2017	FORD	F150 REGULAR CAB	PICK UP	XL

EQUIPMENT:

- | | | | | |
|---|--|--|--|--|
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Plastic Bedliner | <input type="checkbox"/> Bucket/Captain Seats | <input type="checkbox"/> Running Boards | <input type="checkbox"/> Bobtail |
| <input type="checkbox"/> Diesel | <input type="checkbox"/> Spray Bedliner | <input type="checkbox"/> Ent. System | <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> stake Bed/Flatbed |
| <input checked="" type="checkbox"/> 6 cy L. | <input type="checkbox"/> PWR. Seats | <input checked="" type="checkbox"/> AM/FM Tape/ CD | <input type="checkbox"/> Leather | <input checked="" type="checkbox"/> Trailer Towing |
| <input type="checkbox"/> Automatic | <input checked="" type="checkbox"/> PWR. Locks | <input type="checkbox"/> Sliding Window | <input type="checkbox"/> Dual Rear Wheels | <input type="checkbox"/> Alum/ Fiberglass Cab |
| <input type="checkbox"/> 4 5 6 Speed | <input checked="" type="checkbox"/> PWR. Windows | <input type="checkbox"/> Aux. Fuel Tank | <input type="checkbox"/> Lift Gate | <input type="checkbox"/> Utility Bed |
| <input checked="" type="checkbox"/> Air Cond. | <input type="checkbox"/> Theft Recovery | <input type="checkbox"/> Custom Wheels | <input type="checkbox"/> Dual Air Conditioning | <input type="checkbox"/> Other |

TRADE-IN INFORMATION

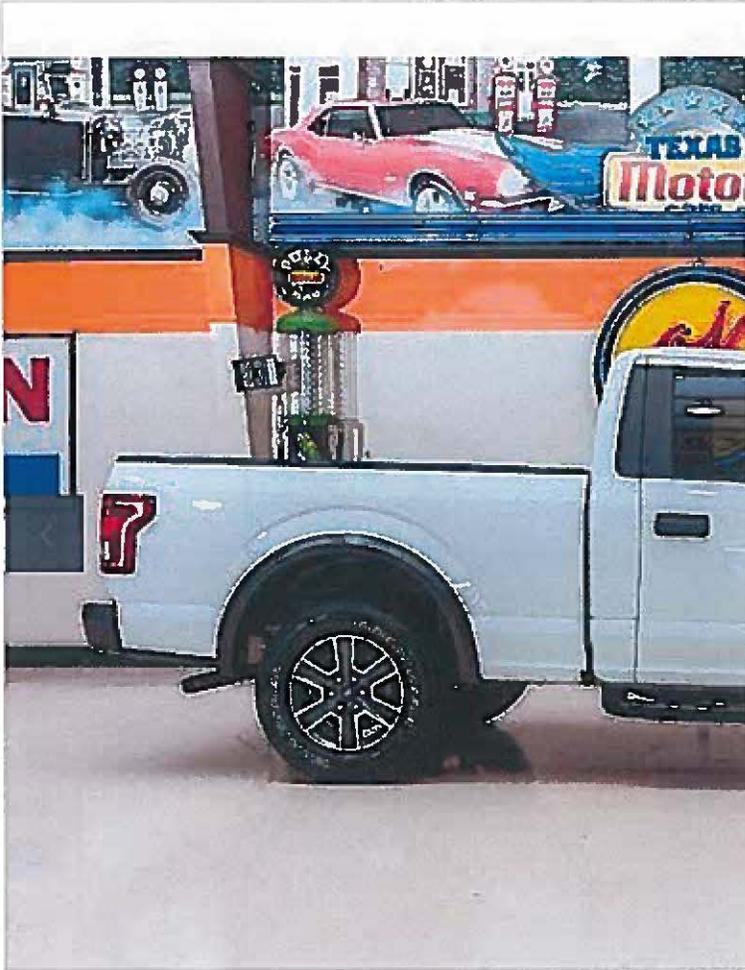
Year	Make	Model	V.I.N #

Selling Price	\$19,970.00
Trade Allowance	\$0.00
Trade Difference	\$19,970.00
Diesel Tax	\$0.00
Tax	\$0.00
Vehicle Inventory Tax	\$48.63
Registration	\$0.00
License Fee	\$13.25
State Inspection	\$25.50
*Documentary Fee	\$150.00
Extended Service Contract	\$1,207.00
Total	\$21,414.38
Lien Payoff	\$0.00
Sub. Total	\$21,414.38
Down Payment	\$0.00
Balance Due	\$21,414.38

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WITH EXTENDED SERVICE CONTRACT WRAP GOOD TILL MANUFACTURE'S EXTENDED POWERTRAIN WARRANTY EXPIRES AND HAS A \$100 DEDUCTIBLE.

Payment of vehicle may be made by cash, cashier's check, or by drafting instructions from lending institution. This proposal is for customer information only and is not a binding document. No money has been collected. Selling price, equipment, and trade allowances subject to change without notice.



Price & Payment

GREAT VALUE ► **\$19,982**

\$331/mo est.

10% down / 60 months [Edit](#)

Dealer Info

Texas Motorcars Inc.

📍 16000 Midway Rd
Addison, TX 75001

☎ (855) 770-0443

📱 (855) 770-0443

🕒 9am - 7pm

▼ [Show Full Business Hours](#)

No Accident or
Damage
Reported

2-Owner

Personal Use

Service History

Vehicle Info

Price	\$19,982
Mileage	28,809 miles
Location	Addison, TX
Exterior Color	White
Interior Color	Gray

CARFAX Snapshot

- ✓ No accidents reported to CARFAX
- ✓ No damage reported to CARFAX
- 👥 2 Previous owners
- 📧 At least 1 open recall
- 🛢 Regular oil changes
- 🚗 28,809 Last reported odometer reading

Drive Type	RWD
Transmission	Automatic
Body Style	Pickup
Engine	6 Cyl 3.5 L
Fuel	Flexible-Fuel
MPG City/Hwy	17/24
VIN	1FTMF1C88GFB36746
Stock #	B36746

[View FREE CARFAX Report](#)

Seller Description

2016 Ford F-150 XL White 2016 Ford F-150 XL with 3.5L V6 TI-VCT FFV and ELECTRONIC 6-SPEED AUTOMATIC transmission. CLEAN CARFAX with no accidents, regular oil changes and no accidents. Texas and Tenne...

2016 Ford F-150 XL \$19,982

Dealer Disclaimer: Features and options are descriptive of what can be expected on the vehicle. Actual options should be verified by the customer and dealer. Price may exclude taxes, license, title, registration and processing fees. Please contact the dealer to confirm price and vehicle availability. Current mileage may vary due to test drives and vehicle relocation.

The value of used vehicles varies with mileage, usage and condition and should be used as an estimate. The CARFAX Vehicle History products and services are based only on information supplied to CARFAX and available as of 01/24/2019 at 08:00 (CDT). Other information that may affect the value may not have been reported to CARFAX. The CARFAX Vehicle History Report for the vehicle may contain more current information. Vehicle descriptions and details on this page may have been provided, in part or entirely, by the seller or its agent. CARFAX does not verify these descriptions and details, and is not responsible for the accuracy of the information. Please refer to the CARFAX Terms of Use for more information.

CENTURY TRUCKS VANS

1300 E MAIN ST
 GRAND PRAIRIE, TX 75050
 METRO (972)263-3952
 FAX (972)264-1234

23-Jan-19

DATE

ELLIS COUNTY- PRECINCT 2

NAME OF CUSTOMER

RICH

Salesperson

(972) 825-5333

HOME PHONE

WORK PHONE

37624

STOCK #

1FTMF1C83FKD62392

VEHICLE I.D. NUMBER

108,905

MILES

2015	FORD	F150 REGULAR CAB	PICK UP	XL
YEAR	MAKE	MODEL	BODY STYLE	TRIM PKG

EQUIPMENT:

- | | | | | |
|---|--|--|--|--|
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Plastic Bedliner | <input type="checkbox"/> Bucket/Captain Seats | <input type="checkbox"/> Running Boards | <input type="checkbox"/> Bobtail |
| <input type="checkbox"/> Diesel | <input type="checkbox"/> Spray Bedliner | <input type="checkbox"/> Ent. System | <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> stake Bed/Flatbed |
| <input checked="" type="checkbox"/> 6 cy L. | <input type="checkbox"/> PWR. Seats | <input checked="" type="checkbox"/> AM/FM Tape/ CD | <input type="checkbox"/> Leather | <input checked="" type="checkbox"/> Trailer Towing |
| <input type="checkbox"/> Automatic | <input checked="" type="checkbox"/> PWR. Locks | <input type="checkbox"/> Sliding Window | <input type="checkbox"/> Dual Rear Wheels | <input type="checkbox"/> Alum/ Fiberglass Cab |
| <input type="checkbox"/> 4 5 6 Speed | <input checked="" type="checkbox"/> PWR. Windows | <input type="checkbox"/> Aux. Fuel Tank | <input type="checkbox"/> Lift Gate | <input type="checkbox"/> Utility Bed |
| <input checked="" type="checkbox"/> Air Cond. | <input type="checkbox"/> Theft Recovery | <input type="checkbox"/> Custom Wheels | <input type="checkbox"/> Dual Air Conditioning | <input type="checkbox"/> Other |

TRADE-IN INFORMATION

Year	Make	Model	V.I.N #
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Selling Price	\$14,970.00
Trade Allowance	\$0.00
Trade Difference	\$14,970.00
Diesel Tax	\$0.00
Tax	\$0.00
Vehicle Inventory Tax	\$36.45
Registration	\$0.00
License Fee	\$13.25
State Inspection	\$25.50
*Documentary Fee	\$150.00
Extended Service Contract	\$0.00
Total	\$15,195.20
Lien Payoff	\$0.00
Sub. Total	\$15,195.20
Down Payment	\$0.00
Balance Due	\$15,195.20

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CENTURY TRUCKS VANS

1300 E MAIN ST
 GRAND PRAIRIE, TX 75050
 METRO (972)263-3952
 FAX (972)264-1234

23-Jan-19

DATE

ELLIS COUNTY- PRECINCT 2

NAME OF CUSTOMER

RICH

Salesperson

(972) 825-5333

HOME PHONE

WORK PHONE

37624

STOCK #

1FTMF1C83FKD62392

VEHICLE I.D. NUMBER

108,905

MILES

2015	FORD	F150 REGULAR CAB	PICK UP	XL
YEAR	MAKE	MODEL	BODY STYLE	TRIM PKG

EQUIPMENT:

- | | | | | |
|---|--|--|--|--|
| <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Plastic Bedliner | <input type="checkbox"/> Bucket/Captain Seats | <input type="checkbox"/> Running Boards | <input type="checkbox"/> Bobtail |
| <input type="checkbox"/> Diesel | <input type="checkbox"/> Spray Bedliner | <input type="checkbox"/> Ent. System | <input type="checkbox"/> 4 Wheel Drive | <input type="checkbox"/> stake Bed/Flatbed |
| <input checked="" type="checkbox"/> 6 cy L | <input type="checkbox"/> PWR. Seats | <input checked="" type="checkbox"/> AM/FM Tape/ CD | <input type="checkbox"/> Leather | <input checked="" type="checkbox"/> Trailer Towing |
| <input type="checkbox"/> Automatic | <input checked="" type="checkbox"/> PWR. Locks | <input type="checkbox"/> Sliding Window | <input type="checkbox"/> Dual Rear Wheels | <input type="checkbox"/> Alum/ Fiberglass Cab |
| <input type="checkbox"/> 4 5 6 Speed | <input checked="" type="checkbox"/> PWR. Windows | <input type="checkbox"/> Aux. Fuel Tank | <input type="checkbox"/> Lift Gate | <input type="checkbox"/> Utility Bed |
| <input checked="" type="checkbox"/> Air Cond. | <input type="checkbox"/> Theft Recovery | <input type="checkbox"/> Custom Wheels | <input type="checkbox"/> Dual Air Conditioning | <input type="checkbox"/> Other |

TRADE-IN INFORMATION

Year	Make	Model	V.I.N #
------	------	-------	---------

Selling Price	\$14,970.00
Trade Allowance	\$0.00
Trade Difference	\$14,970.00
Diesel Tax	\$0.00
Tax	\$0.00
Vehicle Inventory Tax	\$36.45
Registration	\$0.00
License Fee	\$13.25
State Inspection	\$25.50
*Documentary Fee	\$150.00
Extended Service Contract	\$2,195.00
Total	\$17,390.20
Lien Payoff	\$0.00
Sub. Total	\$17,390.20
Down Payment	\$0.00
Balance Due	\$17,390.20

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WITH EXTENDED SERVICE CONTRACT GOOD FOR 36 MONTHS/45K MILES (WHICHEVER COMES FIRST) AND HAS A \$100 DEDUCTIBLE. PLAN OFFERED IS THE BASE PLAN WHICH INCLUDES POWERTRAIN

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2013 KENWORTH T300 For Sale In West Allis, Wisconsin



For Sale Price: **\$79,900**

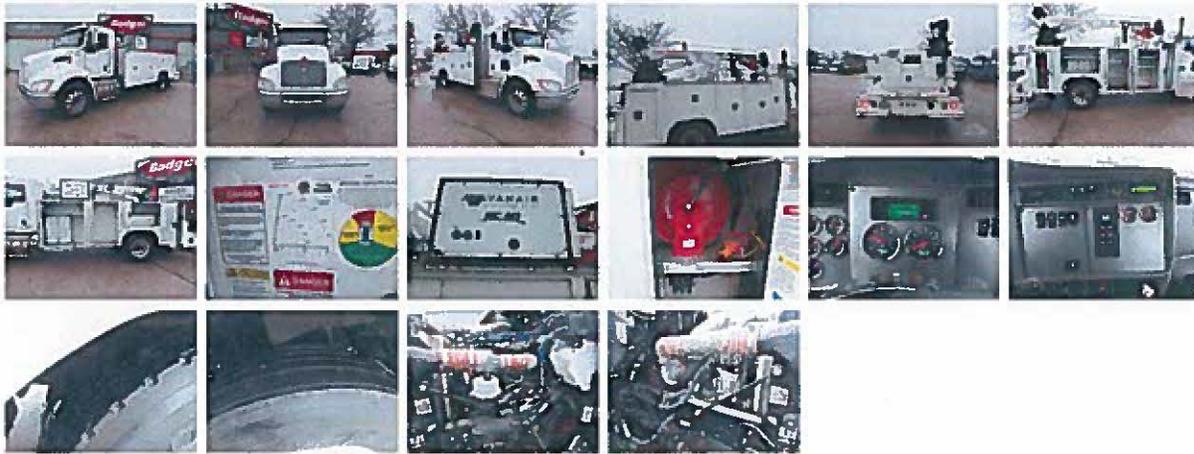
Contact Information

Badger Truck Center Inc

📍 West Allis, Wisconsin 53227

Phone: (414) 435-7016

Contact: Sales Staff



Description

2013 Kenworth T300, PX8 300 hp, Allison Auto, STI Eagle Pro II service body, 1061 Tiger Crane, Vanair air compressor, PS, AC, power windows, locks, mirrors

Specifications

Quantity	1	Stock Number	41620
Year	2013	Manufacturer	KENWORTH
Model	T300	Condition	Used
A/C	Yes	Number of Rear Axles	Single
Color	white	Differential Lock	Yes
Drive	4x2	Drive Side	Left Hand Drive
Engine Manufacturer	Paccar	Engine Brake	Yes
Engine Type	PX8	Front Axle Weight	12,000 lb
Fuel Type	Diesel	Gross Vehicle Weight	33,000 lb
Horsepower	300	Mileage	236,000 mi
Overdrive	Yes	Rear Axle Weight	21,000 lb
Suspension	Spring	Transmission	Automatic
Wheels	Aluminum	VIN	2NKHHN7XXDM362985

Century Trucks & Vans

1300 East Main Street
Grand Prairie, TX (Texas) 75050
Call Us: (972) 263-3952
//www.centurytrucks.com/

2010 KENWORTH T-300 REGULAR CAB SELLING PRICE - \$49,950.00

Low Mile - Diesel Service Truck

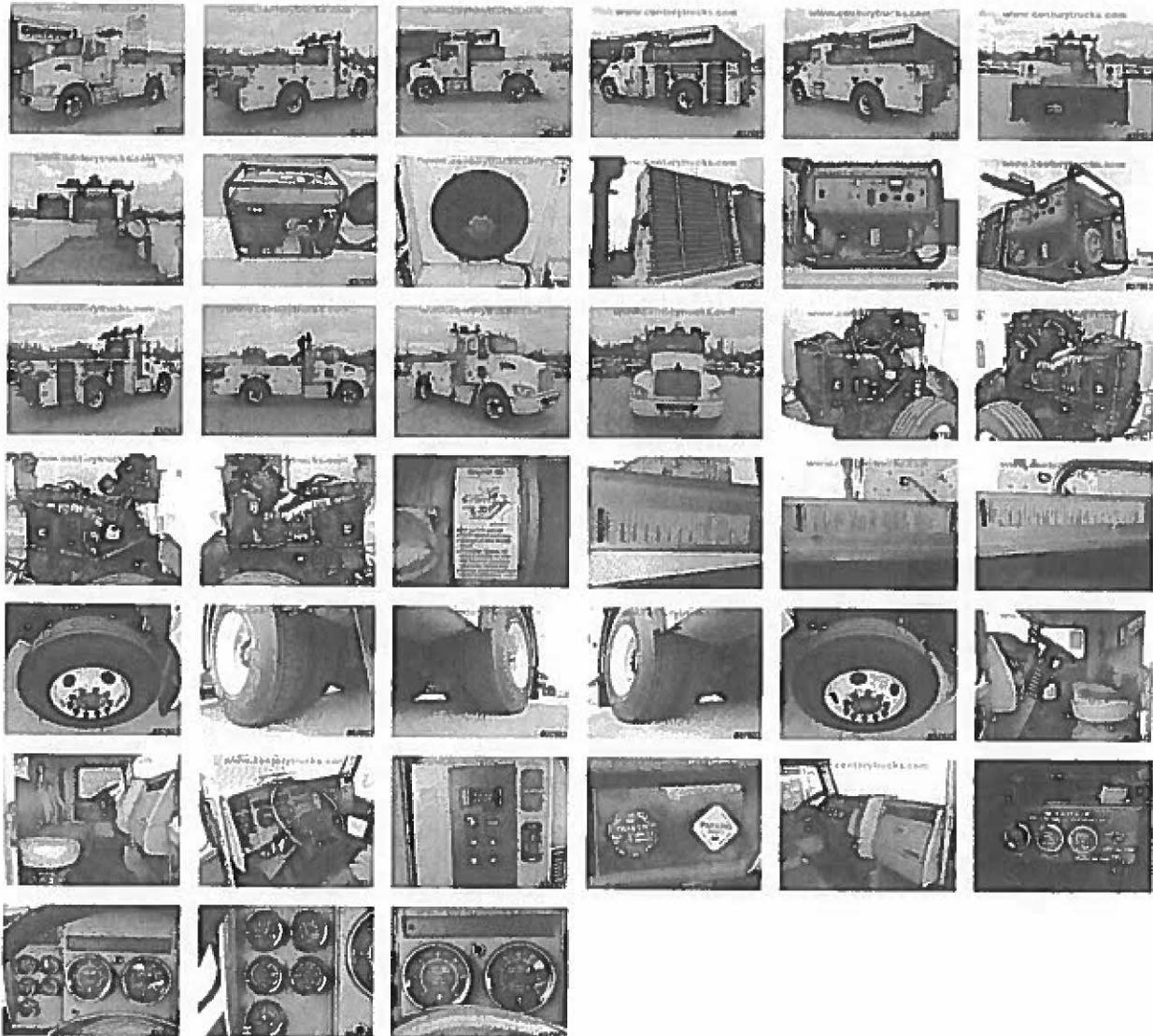


INFORMATION

- 10' Omaha service body bed
- Muncie PTO
- Van Air mobile air compress system
- Hanney hose reel
- Onan power generation generator
- 6.7 Paccar diesel engine with 260 hp at 2400 rpm
- Allison automatic transmission
- Dual rear wheels
- Air conditioning, cruise, and tilt
- Competitive in house financing available!

214-412-1322
Rock Davis
CC.

PHOTOS



HIGHLIGHTS

- **Sale Price** \$49,950.00
- **Location** Grand Prairie, Texas
- **Condition** Pre-Owned
- **Stock Number** 37923
- **Year** 2010
- **Make** Kenworth
- **Model** T-300 REGULAR CAB
- **VIN** 2NKHHM7X0AM273707
- **Color** WHITE
- **Engine** 6.7 Paccar
- **Mileage** 60,910

- **Horsepower** 260
- **Engine Size** 6.7
- **Fuel Type** Diesel
- **Status** Available
- **Trim** Base
- **Doors** 2
- **Engine Model** Paccar
- **Transmission Mfg** Allison

SPECIFICATIONS

gvwr	33000
trim	Base
doors	2
engine model	Paccar
engine size	6.7
transmission mfg	Allison

1300 East Main Street , Grand Prairie, Texas 75050 | [MAP \(/MAP-AND-DIRECTIONS-DEALERSHIP-HOURS\)](#)

 **(tel:9722633952)**

(/)

◀ (</default.asp?page=xAllInventory&p=5&s=Year&d=D&vt=service+%2F+utility+truck&fr=xAllInventory&unitid=6410684>)

2010 Kenworth T-300 REGULAR CAB

Low Mile - Diesel Service Truck

oo

Selling Price -

- Dual rear wheels
- Air conditioning, cruise, and tilt
- Competitive in house financing available!

PHOTOS	▼
VIDEOS	▼
SPECIFICATIONS	▼
ADVERTISEMENT	▼

Sale Price	\$49,950.00
(/--xt-xInquiry?fr=xInventoryDetail&oid=6410684)	
Location	Grand Prairie, Texas
Condition	Pre-Owned
Stock Number	37923
Year	2010
Make	Kenworth
Model	T-300 REGULAR CAB
VIN	2NKHHM7X0AM273707
Color	WHITE
Engine	6.7 Paccar
Mileage	60,910
Horsepower	260
Engine Size	6.7
Fuel Type	Diesel
Trim	Base
Doors	2
Engine Model	Paccar
Transmission Mfg	Allison

Recommendations

Kenworth T300 Mechanic / Utility / Service Trucks For Sale

Shop by Specifications

[Automatic](#)[9 Speed Manual](#)[10 Speed Manual](#)

2008 Kenworth T300 Service / Utility Truck

\$98,000 USD

Auto Crane Service Body, Auto Crane 10006H Service Crane, Ingersoll-Rand 2475 Air Compressor, Air Ride Suspension, Cummins ISC-260 Diesel Engine, 260 Adv Horsepower, Engine Brake, Eaton...

Usage	158,939 Miles
Duty Class	Heavy Duty
Transmission	10 Speed Manual
Suspension	Air Ride
Stock Number	1508
MLS Number	9033907
Location	Bardstown, Kentucky, US
Listed by	Team Boone
Last Updated	1/9/2019



**2008 Kenworth T300 Single Axle Mechanic / Service Truck, Paccar PX-8, 360HP, Automatic
\$89,500 USD**

2008 Kenworth T300 mechanics truck for sale!, PACCAR PX-8 8.3L - 360 HP, Allison automatic transmission, AM/FM/CD, Cruise control, Engine brake, Differential lock, A/C, Power locks, Air ride...

Duty Class	Heavy Duty
Horse Power	360 HP
Engine Model	Paccar PX-8
Transmission	Automatic
Suspension	Spring
Rear Axle	Single Axle
Stock Number	18190
MLS Number	9580020
Location	Salt Lake City, Utah, US
Listed by	MTS, Inc.
Last Updated	12/27/2018



1998 Kenworth T300 Single Axle Mechanic / Service Truck, Caterpillar 3126-C7, 210HP, 9 Spd

Call for price

1998 KENWORTH T300, Large Hydraulic Wire Spool, (2) Wagon Power Inverters, Bench Mark Control System, Controllers Are Electric Over Hydraulic. TRUCK: Odo Shows 246,643 Miles, Cat 3126-C7...

Usage	246,643 Miles
Duty Class	Medium Duty
Horse Power	210 HP
Engine Model	Caterpillar 3126-C7
Transmission	9 Speed Manual
Suspension	Spring
Rear Axle	Single Axle
Stock Number	5601
MLS Number	9594967
Location	Abilene, Texas, US
Listed by	Circle D Truck Sales, Inc.
Last Updated	12/12/2018

Did you find what you were looking for?



Service Agreement:

Between: Ellis County (Business Name),

109 S. Jackson St., 3rd Floor, 443rd District Court (Address), Waxahachie, Texas, 75165 (City, State, Zip) (The Customer)

and Shred America at 3831 FM 2181, Corinth, TX 76210 (The Company).

Scope of Work: Shred America will pick up material from The Customer, using our secure, locked containers. The contents of the containers will be destroyed on-site using a mobile destruction vehicle. Service Provider assumes responsibility only when security driver takes control of document/materials. All work will be done in a timely and secure manner to insure complete confidentiality. Shred America shall maintain general liability insurance in coverage amounts acceptable to the Customer, and shall provide evidence of such insurance upon request of Customer from time to time. Shred America carries \$2 million in general liability insurance, \$1 million in excess/umbrella liability insurance, and an additional \$1 million in E/O coverage.

Containers: Shred America provides collection containers at no extra charge. All containers/cabinets shall remain the sole property of Shred America. Customer agrees that if cabinets are damaged or removed while in customer's possession, customer will reimburse Shred America for replacement cost of new container.

Services to be Furnished: ShredAmerica will provide mobile shred services for the secure destruction of records ("Services"). Company will furnish a Certificate of Destruction to Customer.

The Service Provider agrees to service the containers on the schedule describe below, or as needed by the Customer. The pick-up locations and schedule are as follows:

- \$__ first Wooden Console serviced \$__ per additional
- \$^{39.99} 65/95 Gallon Tote \$__ additional
- \$__ PDC, Shredinator \$__ additional
- \$__ other

Contact Person

Olivia Tucker

Email/Phone

olivia.tucker@co.ellis.tx.us
972-825-5284

Service Frequency

every 4 weeks

Additional locations and containers can be added anytime.
The pick-up schedule can be modified with mutual agreement.

Services by Third Parties: Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Shred America will remain liable for all Services performed for Customer. Shred America will make Customer aware of any use of any subcontractor, including their identity.

Prohibition of Contract with Certain Companies

compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Ellis County that it is not on any such list.

Israel

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

Appropriations Clause

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year**

However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

Material Descriptions: Shred America cannot confirm specific documents/materials that are shredded. (provided by customers). Shred America will provide time stamped certificate of destruction showing time, quantity and personnel that performed the destruction.

Confidentiality: "Confidential Information" means any information relating to Customer's property, business and affairs shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard Customer's confidential information as it uses to safeguard its own.

Term: This Agreement shall commence on the Effective Date set forth below and, unless otherwise terminated in accordance with below Termination section, continue for two years and then a month-to-month agreement shall continue in effect, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior.

Termination: Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within thirty (30) days after written notice from the non-breaching party.

Limitation of Liability: Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the twelve (12) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

By: ShredAmerica Texas

Name: Jason McCray

Title: President

Date: 15 January 2019





**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
[Company]
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 has developed an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. [Company] (hereinafter "Public Agency") is a local government that operates one or more Public Safety Answering Points ("PSAPs") that participate in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal contract is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that it can operate and maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the District. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments – hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2.1. Financial/Insurance

- 2.1.1. Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after discovery of noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2. Reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4. Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts sufficient to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear-and-tear. Public Agency shall name NCT9-1-1 as an Additional Insured or equivalent for all such insurance policies.

2.2. Inventory

- 2.2.1. Report any lost or stolen equipment to NCT9-1-1 immediately upon discovery.
- 2.2.2. Notify NCT9-1-1 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3. Security

- 2.3.1. Protect the Customer Premise Equipment (CPE), ancillary, and database maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 2.3.2. Operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP(s)' CPE/integrated or workstations.
- 2.3.3. Not attach nor integrate any hardware device (i.e. external storage devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.
- 2.3.4. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.5. Ensure each person who is authorized to receive, store, process, and/or transmit CPE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4. Maintenance

- 2.4.1. Maintain 9-1-1 equipment and areas ensuring cleanliness.
- 2.4.2. Notify NCT9-1-1's Technical Team when there is any scheduled maintenance on commercial power backup generators at least 48 hours prior to work commencing.
- 2.4.3. Notify NCT9-1-1's Technical Team immediately of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 2.4.4. (If administrative telephone system is integrated with NCT9-1-1 equipment) Maintain a contingency plan identifying the back-up solution for the administrative telephone system. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 2.4.5. Notify NCT9-1-1's Technical Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
 - a. Via telephone by calling (888) 311-3911
 - b. Via email to Support@NCT911.org
 - c. Via the Trouble Ticket System (accessed by using the icon on the toolbar)
 - d. Via the website at <https://SCC.NCT911.org>
- 2.4.6. Test generators at least monthly and conduct a load test at least once a year, to ensure that all NCT9-1-1 equipment remains functional.

2.5. Geographic Information Systems (GIS) / Data

- 2.5.1. Meet GIS requirements (Attachment A) in order to receive reimbursement. These requirements may be revised annually. If Public Agency cannot meet these requirements, the planned funds shall be used by NCT9-1-1 to procure/provide those services for Public Agency.
- 2.5.2. Acknowledge County Addressing Offices are responsible for coordinating GIS operations, policies and procedures with the cities in their county, as well as incorporating GIS data into the county datasets.
- 2.5.3. Provide and maintain GIS maintenance functions in return for funding through NCT9-1-1 and within the guidelines of the GIS Data Maintenance Model (Attachment B). At a minimum, Public Agency agrees to:
 - a. Select a 9-1-1 Addressing Coordinator to serve as a single point of contact for NCT9-1-1.
 - b. Assign street addresses and ranges, name streets, and resolve addressing conflicts and problems. County 9-1-1 Addressing Coordinator shall not allow for duplicate street and community names anywhere in the county.
 - c. Provide a physical address to any citizen requesting it as long as doing so complies with local policies/procedures/ordinances.
 - d. Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Public Agency ordinances and/or subdivision regulations.

- e. Maintain addressing/database equipment and data.
- f. Adhere to Health and Safety Codes, Section 772.002 (C), Number and location identification in maintaining 9-1-1 and addressing databases.
- g. Protect the confidentiality of addressing databases and of information furnished by telecommunications providers and notify NCT9-1-1 in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- h. Notify NCT9-1-1 in writing at least 30 days prior to a 9-1-1 office move.
- i. Respond to any database errors within in 72 hours of receipt.

2.6. Training

- 2.6.1. Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.6.2. Ensure that telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice.
- 2.6.3. Ensure that 9-1-1 PSAP supervisory personnel or designee attend quarterly training/meetings offered by NCT9-1-1. A minimum attendance of two meetings per year are required for each PSAP.
- 2.6.4. PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager are required to attend CPE training associated with the implementation of new technology software. This training will be completed during specific dates and times, but there is the option to attend at other times if PSAP scheduling does not allow personnel to attend their designated time slot.
- 2.6.5. Request the use of training facilities by sending an email to 911OperationsTeam@NCTCOG.org and specifying the date of request, time of request and type of resources needed such as Solacom or Criticall.

2.7. Facilities

- 2.7.1. Meet minimum requirement for back room requirements (Attachment C). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.7.2. Ensure equipment room and 9-1-1 communications area maintain a temperature between 65-85 degrees Fahrenheit.
- 2.7.3. Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.
- 2.7.4. Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.8. Supplies

- 2.8.1. Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operations of its PSAPs.

2.9. Monitoring/Reporting

- 2.9.1. Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this contract in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.
- 2.9.2. Cooperate fully with all reasonable monitoring requests from NCT9-1-1 for the purposes of assessing and evaluating Public Agency's performance under this Agreement.

2.10. Media Relations

- 2.10.1. Refrain from commenting on social media, to the media, or to the public about 9-1-1 service other than that provided directly by Public Agency.

- 2.10.2. Make every effort to communicate accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency must first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding technology and/or service concerns.
- 2.10.3. Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 program specific questions.

2.11. Operations

- 2.11.1. Sign the contingent PSAP agreement provided by NCT9-1-1 and provide annually as part of the site visit. Changes to contingent PSAPs must be approved by NCT9-1-1.
- 2.11.2. Designate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1.
- 2.11.3. Provide a minimum of 120 days' prior notice of any change that affects the 9-1-1 system.
- 2.11.4. Test all 9-1-1 equipment for proper operation and user familiarity at least once per month, including tests for wireless calls, wireline calls, texts to 9-1-1 and TTYs.
- 2.11.5. Power cycles each 9-1-1 position at least once per each week.
- 2.11.6. Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 2.11.7. Log all TDD/TTY calls and test calls.
- 2.11.8. Keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit emergency telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 outages (via notification system, website, social media and/or emergency management).
- 2.11.9. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.11.10. Submit a signed Manual ALI Request form (Attachment D) to NCT9-1-1 annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call. Have an emergency plan for 9-1-1 communications that includes, at a minimum,
 - a. Emergency generator information and how to operate said generator
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.11.11. Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.
- 2.11.12. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution with 72 hours.
- 2.11.13. Ensure that each Telecommunicator logs into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.11.14. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify NCT9-1-1 in writing within two business days of the receipt of the request for 9-1-1 database information made under the Texas Public Information Act.
- 2.11.15. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1. Financial

- 3.1.1. Develop a plan to meet Public Agency needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service throughout the region as funded by emergency service fees.

3.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2. Inventory

3.2.1. Conduct a physical inventory of critical hardware annually and reconcile inventory quarterly.

3.3. Maintenance

3.3.1. Practice preventative maintenance on all NCT9-1-1 owned or leased CPE database maintenance, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.4. Operations

3.4.1. Inspect contingent PSAP agreements quarterly.

3.4.2. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

Section 4: Effective Date and Term of Contract

4.1. This Interlocal contract shall take effect upon dual execution and shall continue until September 30, 2019, unless sooner terminated under 8.1 Early Termination of Contract.

Section 5: Ownership, Transference and Disposition of Equipment

5.1. NCT9-1-1 shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.2. The basic equipment categories are:

a. 9-1-1 Equipment

- Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP;
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)

b. Database Maintenance/GIS Equipment

- GIS workstations and software

c. Ancillary Equipment

- Uninterruptable Power Supply (UPS)
- Recorders

5.3. Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any ancillary equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CPE.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

6.1. Public Agency is not an employee or agent of NCT9-1-1, but provides services under this agreement as an independent contractor.

- 6.2. Public Agency may not assign its rights or subcontract its duties, without prior written consent of NCT9-1-1. An attempted assignment or subcontract in violation of this agreement is void.
- 6.3. If NCT9-1-1 consents to Public Agency subcontracting its duties, each subcontract is subject to all terms and conditions of this agreement and the Public Agency agrees to furnish a copy of this agreement to each of its subcontractors.

Section 7: Records and Monitoring

- 7.1. NCT9-1-1 is entitled to inspect and copy, during normal business hours at Public Agency's office, the records maintained under this contract for as long as they are maintained.
- 7.2. NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the contract.

Section 8: Early Termination of Contract

- 8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall fully cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Certain reporting requirements in the Agreement shall survive termination.

Section 9: Notice to Parties

- 9.1. Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:
 - a. Delivered to the party personally;
 - b. On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 14.2 and signed on behalf of the party; or
 - c. Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 14.2.
- 9.2. Notices shall be sent to the following address for each party:

If to NCT9-1-1:	PO Box 5888 Arlington, Texas 76005 Attn: Mike Eastland
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If to Public Agency:	[Company Address]
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Section 12: General Provisions

- 10.1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2. Hold Harmless. To the maximum extent permitted by law, Public Agency shall defend, indemnify, and hold harmless NCT9-1-1, NCT9-1-1's affiliates, NCTCOG and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of Public Agency and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Public Agency and/or its employees or subcontractors of any right of a third party.

Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents, as additional insured under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim.

10.3. Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this agreement with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

10.4. Procurement. Public Agency agrees to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.

10.5. Force Majeure. In the event that either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

Waive any duty NCT9-1-1 owes Public Agency by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affect the ability of NCT9-1-1 to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission, or failure to exercise reasonable diligence on the part of NCT9-1-1 such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence on the part of NCT9-1-1 such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of NCT9-1-1. Circumstances included above, by way of example only, are:

- a. An act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, actions of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- b. The failure of any appropriate governmental agency or private utility to provide and maintain utilities;

- c. Any failure of title to the facilities or any placement or enforcement of any lien, charge, or encumbrance on the facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
- d. The inability of NCT9-1-1 and its subcontractors to gain and maintain access to all areas of the facilities and/or adjoining the facilities to work is required to be performed hereunder;
- e. The preemption, confiscation, diversion, destructions, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment, or materials located at the facilities, or in performance of the services to be performed by NCT9-1-1 hereunder;
- f. Strikes, work stoppages, or labor disputes affecting NCT9-1-1 and any subcontractor, excluding materials suppliers, of NCT9-1-1;
- g. With respect to NCT9-1-1, damage to the facilities caused by third parties not related to or under the control of NCT9-1-1, including, but not limited to, contractors and subcontractors for the NCT9-1-1; and,
- h. The failure of any NCT9-1-1 subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected NCT9-1-1 directly, and the NCT9-1-1 is not able after exercising all reasonable efforts to timely maintain substitutes.

10.6. Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.

10.7. Availability of Funding. Public Agency acknowledges that NCT9-1-1's sole source of funding for this contract is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this contract are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until NCT9-1-1 resumes receipt of funding.

10.8. Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

10.9. Nondiscrimination and Equal Opportunity. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

10.10. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.

10.11. Attorney Fees. If it becomes necessary for NCT9-1-1 to employ the services of any attorney(s) to enforce the provisions of this Agreement, Public Agency agrees that NCT9-1-1 shall be entitled to recover its reasonable attorney(s) fees and costs in addition to any other relief to which it may be entitled.

10.12. **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

[Company]	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
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By: _____	By: _____
Name: _____	Name: Mike Eastland
Title: _____	Title: Executive Director
Date: _____	Date: _____

Date of governing body approval: _____

Attachments:

- Attachment A: Requirements for Database and GIS Maintenance**
- Attachment B: GIS Data Maintenance Model**
- Attachment C: Equipment Room and Electrical Requirement**
- Attachment D: Manual ALI Request Form**



Attachment A

Requirements for Database and GIS Maintenance

Only applies to County Addressing Authorities

Updated: December 3, 2018

The “County” shall coordinate 9-1-1 GIS activities within the county’s jurisdictional boundaries including all municipalities to develop and enhance the 9-1-1 GIS coverage required for mapped ALI, and Next Generation 9-1-1 (NG9-1-1).

Spatial Data Layers

The 9-1-1 Addressing Coordinator must develop, compile and maintain current, seamless countywide coverage for the following layers:

- I. Address Structure Points
- II. Road Centerlines
- III. City Boundaries
- IV. County Boundaries
- V. Emergency Service Zones (ESZs)
- VI. Emergency Service Boundaries (ESBs) such as Fire, Law, EMS, and PSAP where applicable¹
- VII. MSAG Community Boundaries
- VIII. Exchange Boundaries
- IX. Fire Hydrants
- X. Mile Markers
- XI. PSAP Point locations
- XII. Zip Code Boundaries (where possible)

The County shall provide data to the NCT9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- Road centerlines spatially accurate to within + or – 10 feet verified by GPS, or digitized over spatially accurate Satellite or Aerial Imagery, and drawn in the correct direction for the corresponding address range;
 - The following fields at a minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Range information (Left From, Left To, Right From, Right To, High and Low)
 - Pre-directional
 - Street Name
 - Road Type
 - Post Directional (Suffix)
 - Road Full Name
 - Road Class
 - ESN Left and Right
 - County Left and Right
 - State Left and Right

¹ NCT9-1-1 will discuss editing procedures for Emergency Service Boundaries (ESBs) with the counties. In certain cases, editing of these layers will be disabled on county datasets.

- MSAG Community Left and Right
 - Exchange Boundary Left and Right
- Addressed Structure Points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Structure Number
 - Structure address Prefix (if applicable)
 - Structure Road Name
 - Structure Type
 - Structure address Suffix (if applicable)
 - Road Full Name
 - Structure Full Name
 - Structure Class (if applicable)
 - Structure Type (if applicable)
 - ESN Number
 - MSAG Community Name
 - Community Name
 - Exchange Boundary Left and Right
- City Boundary polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - City Name
 - County Name
- County Boundary polygons spatially accurate to within + or – 50 feet of their true location²
 - The following fields at minimum need to be attributed:
 - Data Source
 - User ID
 - Date Modified
 - County Name
- Emergency Service Boundary (ESB) polygons
 - Based on the Next Generation 9-1-1 Requirements and Industry Standards³, accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
 - NCT9-1-1 will need to work with each county on a case-by-case basis to resolve any spatial and attribute changes to the ESB boundaries and tables.
- Emergency Service Zone (ESZ) polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Emergency Service Number (ESN)
 - ESN City Name
 - ESN County Name
 - Law Responders
 - Fire Responders
 - Medical Responders

² NCT9-1-1 understands that this may not always be possible based on political decisions and surveyor error

³ NENA 08-003v1 and NENA 71-501v1

- PSAP Name
- 9-1-1 MSAG Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - 9-1-1 Community Name
 - County Name
- Exchange Boundary polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be attributed:
 - Data Source
 - User ID
 - Date Modified
 - Exchange Telco Name
 - Exchange Name
 - Exchange Tandem Name

GIS Data Update Process

The 9-1-1 Addressing Coordinator shall ensure that the 9-1-1 Child Replica Database is synchronized with the NCT9-1-1 Parent Database on a daily basis⁴ using Web / Geodata Services hosted by NCT9-1-1. The 9-1-1 Addressing Coordinator shall be responsible for updating all GIS data in the county including municipalities within their jurisdiction as frequently as possible.

Delta-MSAG Process

The counties and cities GIS data is/will be the only authoritative data source for use in the Public Safety GIS database in the NCT9-1-1 region. The counties GIS Road Centerline data is converted to a “Geo-MSAG.” Once this conversion has taken place, all updates to the MSAG are managed by the “Delta Geo-MSAG” provisioning process. Due to the 72-hour turnaround time that exists with the existing MSAG/ALI process, the same 72-hour turnaround applies to GIS Road Centerline data. I.e., once a new road is requested, within 72-hours the relevant Road Centerline and the resulting Delta-MSAG must provision to all Public Safety Systems and the Relational Database Management System (RDBMS). The success of the Delta-MSAG process is dependent on County and City staff working collaboratively and ensuring timely updates to the NCT9-1-1 GIS Databases.

Quality Control

The 9-1-1 Addressing Coordinator shall perform Quality Control on their data prior to synchronizing the 9-1-1 Child Replica Database with the NCT9-1-1 Parent Database. The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by the County daily, and communicate issues with each of the municipalities within its jurisdiction as often as possible. If any matter arises in the GIS data which the County cannot resolve, the County must contact NCT9-1-1 within three business days to determine the best course of action to resolve the issue⁵. The 9-1-1 Addressing Coordinator shall adhere to the requirements outlined in the Enterprise Geospatial Data Management System (EGDMS) and all other NCT9-1-1 termed QA/QC methodology.

Data Backup

At a minimum, the County shall: Maintain weekly backup copies of critical 9-1-1 GIS data, stored on a removable media device within a secure location⁶.

⁴ NCT9-1-1 provides automated processes to ensure synchronization. In certain instances, the tools may not function as intended and a manual sync may need to be executed

⁵ NCT9-1-1 supplies QA/QC scripts, tools or services to assist the County

⁶ NCT9-1-1 will coordinate with each County Addressing Office to automate this backup process

GIS and Addressing Standards

The 9-1-1 Addressing Coordinator shall comply with NENA GIS and Addressing Standards, in particular, the following NENA documents can be used as a reference⁷:

- 02-014
- 02-015
- 71-501
- 08-502

The 9-1-1 Addressing Coordinator shall familiarize themselves with the following Next Generation 9-1-1 / i3 NENA Standards documentation:

- 08-002
- 08-751
- STA-004.1-2014

NCT9-1-1 will supply documentation to each County Addressing Office that will assist the County in “Workflow” processes such as Standard Operating Procedures (SOPs). This documentation will be made available to the County Addressing Office via a secure website, USB device, or email, and updated on a regular basis. The County shall review this documentation and provide updates, recommendations, or comments to NCT9-1-1 as frequently as possible and at a minimum of once per quarter of the Financial Year. It is imperative that the documentation is updated by the County Addressing Coordinator to ensure the success of the 9-1-1 operations in the counties and the safety of its citizens.

Communication and meetings

The 9-1-1 Addressing Coordinator shall attend regularly scheduled meetings at NCT9-1-1. NCT9-1-1 will aim to host a 9-1-1 GIS / Addressing meeting once per quarter, either at NCT9-1-1’s location or via virtual web technology.

The 9-1-1 Addressing Coordinator shall track County Commissioner’s Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner’s court or City Council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County needs to notify NCT9-1-1 personnel within two business days.

⁷ A full list of all NENA Standards documentation can be found here: <http://www.nena.org/?page=Standards>



Attachment B
GIS Data Maintenance Model
Only applies to County PSAPs

The “County Data Maintenance Model” is designed to provide additional financial incentive for NCT9-1-1 Addressing Authorities with the purpose of ensuring GIS/database integrity and accuracy in the NCT9-1-1 region.

Distribution of funds is calculated by quantifying GIS errors in the respective counties (Figure 1). Number of errors determines the “Payment Ratio Tier.”

Payment Ratio Tier	Current Errors	Payment %
I	<=100	100
II	<=250	75
III	>250	50

Figure 1

Fund allocation involves a two-step process:

- Step 1) Total Annual Disbursement Potential is calculated per annum determining the total dollar amount a county is eligible to receive based on the highest Payment Ratio Tier.
- Step 2) Quarterly Distribution is determined by the Payment Ratio Tier a respective county is placed once GIS errors are quantified. This step is executed at the end of each fiscal quarter.



Attachment C: Equipment Room and Electrical Requirements

Backroom Equipment:

- There should be sufficient space to remove equipment from the backroom or 911 closet in the event of an upgrade or replacement of faulty equipment i.e. Removal of the UPS battery system, or large rack mounted servers.
- There should be elevator access to backroom equipment or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the backroom equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.



Attachment D
Manual ALI Request Form

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Supervisor.

Updated: December 3, 2018

PSAP Name: _____

Date: ____/____/____

This letter is to request that the "Manual ALI Query" feature be enabled at _____.
(PSAP NAME)

The 9-1-1 customer premises equipment (CPE) provided by NCT9-1-1 has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCT9-1-1 and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Example Quarterly Departmental Report Schedule

May 7, 2019

Audit

Department of Development

Emergency Management

Engineer

May 21, 2018

Fire Marshal

Human Resources

Maintenance

Purchasing

August 13, 2019

Audit

Department of Development

Emergency Management

Engineer

August 27, 2019

Fire Marshal

Human Resources

Maintenance

Purchasing

Example Biannual Departmental Report Schedule

July 16, 2019

Accounts Payable
Elections
Indigent Defense
Indigent Health Care

July 30, 2019

Information Technology
Juvenile Services
Law Library
Agrilife Extension
Veterans Services



Nationwide
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ELLIS COUNTY

Dec 18 2018
Human Resources



3.4

Dear THERESA TAYLOR,

RE: ELLIS COUNTY

Nationwide is proud to partner with the National Association of Counties and state associations of counties to provide county employees with a 457(b) Deferred Compensation Program. Our goal is to help America's workers prepare for and live in retirement.

One of the ways we work to achieve this goal is by periodically evaluating our suite of products, tools and resources. These evaluations lead to adjustments which allow for the continued delivery of an *On Your Side*® service experience to you and your participants.

We've recognized a need to change the Guaranteed Minimum Interest Rate of the fixed annuity contract available in your plan. As a contract holder, you have options. The following packet includes all the steps required to make the necessary changes to your plan.

Next Steps

As part of this change, we are asking you to consider the options outlined in the *Guaranteed Minimum Interest Rate Change: Explanation of Options* and take the associated actions by 2/1/2019. As Plan Sponsor, you have a responsibility to make decisions on behalf of the Plan regarding products and features available to your Plan participants.

Please take time to review the options and sign and return the required documents to Nationwide. If you do not select one of the options provided, new contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges.

Questions?

Refer to the enclosed FAQ for more information. If you have additional questions about this change or the options available for the adjustment, please contact our service center at 877-496-1630 or your local Nationwide Retirement Solutions Representative. Our specialists are available Monday through Friday, 8 a.m. to 8 p.m. Eastern time.

Thank you for your partnership as we mutually work to help your participants prepare for and live in retirement.

Sincerely,

Nationwide Retirement Solutions

Matthew D. Chase

Executive Director

National Association of Counties

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties. More information about the endorsement relationships may be found online at www.nrsforu.com. Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2018 Nationwide.

NRM-17216AO-NX (10/18)



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Guaranteed Minimum Interest Rate Change: Explanation of Options

Please consider your available options before making a selection on the *Guaranteed Minimum Interest Rate Change: Options Form* (the *Options Form*). The *Options Form* and required documents can be found in the enclosed folder.

1) Option One

Your contract is amended to lower the Guaranteed Minimum Interest rate annually on the following schedule:

2018	2019	2020	2021	2022
3.5%	3.0%	2.5%	2.0%	1.0%

The contract's quarterly Crediting Rate¹ will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance.

2) Option Two

The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the same schedule shown in Option One. Additionally, the per participant exchange and transfer limit is also increased from 20% to 40%.

The contract's quarterly Crediting Rate will continue to be set based on Nationwide's normal business practices and may vary depending on market conditions and investment performance. However, because of the increased exchange and transfer limit, the Crediting Rate under this option will be less than under Option One. At the time of this letter, this difference is 0.1% annually, but the variance is not guaranteed to remain at this level.

3) Option Three (Default Option)

The existing balance in your current Fixed Contract will maintain the current GMIR for these existing balances only, unless otherwise agreed to by Nationwide and the Plan Sponsor. New contributions will no longer be accepted to your current Fixed contract. This includes, but is not limited to, payroll contributions, rollovers, transfers and exchanges. This change will be effective 2/1/2019.

Accordingly, you will need to provide direction for your participants' future allocations to replace their current Fixed allocation. Two options are available. If this option is chosen, you will also need to select a sub-option:

- A. Continue to offer Nationwide Fixed Contract. An application for a new Fixed contract is enclosed. This contract will be established with an initial Crediting Rate of 1.2% and a 1.0% GMIR.
- B. Utilize the Plan's existing Default Investment Alternative (DIA): If the Participant does not elect a new investment to replace the Fixed option, it will be treated as if no investment direction has been given and the Default Investment Alternative will be used for future contributions. Your plan's current fund lineup can be viewed online at www.nrsforu.com.

Please Note: if you do not take action, you are electing to place those participant allocations in your existing DIA. The participants will be notified of the change so that they may have the opportunity to change their allocation.

¹The Crediting Rate is the interest rate credited as an annual effective yield.



Nationwide
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FAQ: Guaranteed Minimum Interest Rate

What is changing?

We're adjusting the GMIR to ensure we can continue offering current and future participants valuable retirement plan solutions. Accordingly, Nationwide must align with the market and gradually reduce the GMIR in our fixed annuity contracts.

Why is Nationwide making this change now?

As we survey the retirement plans market, we've recognized a need to change a feature of our product suite—the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract available in your plan. Over the past five years, many providers have lowered their GMIRs. During that time, Nationwide did not take any action; however, interest rates have only increased modestly, creating an interest rate environment in which we can no longer offer an above-market rate.

For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market rate to participants invested in our fixed contract, but now recognizes the need to adjust the GMIR.

What is a Crediting Rate?

The Crediting Rate is the interest rate credited as an annual effective yield to participants that are invested in the fixed annuity on a daily basis. The Crediting Rate is determined on a quarterly basis by Nationwide and is different than the GMIR.

What is a Guaranteed Minimum Interest Rate?

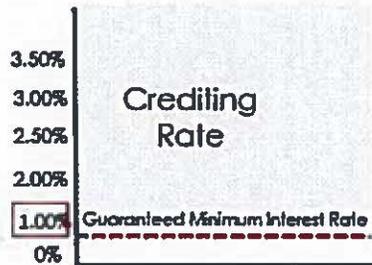
The Guaranteed Minimum Interest Rate is the lowest Crediting Rate that Nationwide will credit to participant accounts under the terms of the contract.

What is the difference between a Crediting Rate and a GMIR?

While the quarterly Crediting Rate may vary depending on market conditions and investment performance, the GMIR is the minimum interest rate established under the Contract. It is meant to act as a floor, meaning regardless of market conditions or investment performance, participants with assets invested in the Contract will not receive a rate of return less than the GMIR.

What happens when the crediting rate wants to drop below the GMIR but is limited by the guarantee?

Nationwide's goal is to pay a competitive crediting rate to participants. Reducing the Guaranteed Minimum Interest Rate may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will annually step down the Guaranteed Minimum Interest Rate to 1.0%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the Guaranteed Minimum Interest Rate. See the graphic below:



What can I expect from Nationwide?

You can expect Nationwide to continue to offer a competitive crediting rate to your participants. Our goal is to help America's workers prepare for and live in retirement and we will help do this through the products and services that we offer. Nationwide can also provide materials and tools to help communicate this change to affected participants upon request.

The following applies to Options 1 or 2 only:

When will the change to the GMIR be effective for Options 1 and 2?

This adjustment will begin in the first quarter of 2019, meaning participants with assets invested in the fixed annuity contract will still receive their current GMIR throughout 2018. Additionally, the GMIR will step down over a period of five years, giving participants ample time to evaluate future asset allocation decisions. Please refer to the Guaranteed Minimum Interest Rate Amendment: Option Sheet for an illustration of the schedule.

What is the schedule of the GMIR step down?

2018	2019	2020	2021	2022
3.5%	3.0%	2.5%	2.0%	1.0%

Please note: reducing the GMIR may not have a direct impact on the crediting rate that is paid to the participant. Even though Nationwide will gradually step down the GMIR to 1.0%, the crediting rate may change quarterly. And while it may be reduced occasionally due to market conditions or investment performance, it will never drop below the GMIR.

What is the exchange and transfer limit under Option 2? (note: appropriate language will populate for the plan)

The percentage of the participant's assets invested in the contract which can be exchanged or transferred out of the contract per year. If the limit is exceeded, no further exchanges or transfers will be permitted until the following year.



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Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: ELLIS COUNTY
Entity Number: 0024678001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 2/1/2019.

- Option One: Crediting Rate**
 - Return Signed Options Form
 - Return Signed Amendment

- Option Two: Increased Participant Level Exchange and Transfer Limit**
 - Return Signed Options Form
 - Return Signed Amendment

Please Note: if you do not take action, you are electing to place those participant allocations in the most conservative investment option in the plan's core fund line up. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options*.

OPTION 1

Or

OPTION 2

REQUIRED
DOCUMENTS

Plan Sponsor Signature

Date

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

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PNM-17094AO (05/18)



Nationwide
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Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: ELLIS COUNTY

Entity Number: 0024678001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 2/1/2019.

Option Three: New Investment Option

Select a sub-option:

A. Sign a new Nationwide Fixed Application

- Return Signed Options Form
- Return Signed Nationwide Fixed Application

B. Use existing Default Investment Alternative or name a new default investment option

- Return Signed Options Form

OPTION 3

**REQUIRED
DOCUMENTS**

Please Note: if you do not take action, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options*.

Plan Sponsor Signature

Date

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

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PNM-17095AO (05/18)



APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT

underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
1-877-677-3678

APPLICANT

(the "Applicant"), applies to be the Contract Owner of
a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").
The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase
Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be
limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Select One:

- Contract Level Aggregate Exchange Limitation (the limitation on Outgoing Exchanges from the Fixed Account is determined based on total assets held in the
Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).
Participant Level Exchange Limitation (the limitation on Outgoing Exchanges from the Contract is applied to each Participant Account under the Contract. The
Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR DC RESIDENTS ONLY: WARNING: It is a crime to provide false or
misleading information to an insurer for the purpose of defrauding the insurer
or any other person. Penalties include imprisonment and/or fines. In addition,
an insurer may deny insurance benefits if false information materially related
to a claim was provided by the applicant.

NOTICE TO FL, MN, ND, SC, SD, TX AND VT RESIDENTS ONLY:
Annuity payments, death benefits, surrender values, and other Contract Values
are subject to a market value adjustment, and are not guaranteed as to fixed
dollar amount, unless otherwise specified.

NOTICE TO OK AND PA RESIDENTS ONLY: Any person who
knowingly and with intent to defraud any insurance company or other person
files an application for insurance or statement of claim containing any
materially false information or conceals for the purpose of misleading
information concerning any fact material thereto commits a fraudulent
insurance act, which is a crime and subjects such person to criminal and civil
penalties.

FOR WA RESIDENTS ONLY: Any person who knowingly presents a false
or fraudulent claim for payment of a loss or knowingly makes a false
statement in an application for insurance may be guilty of a criminal offense
under state law.

NOTICE TO AR, CO, KY, LA, ME, NM, OH, AND TN RESIDENTS
ONLY: Any person who, knowingly and with intent to injure, defraud or
deceive any insurance company or other person, files an application for
insurance or statement of claim containing any materially false information or
conceals for the purpose of misleading, information concerning any fact
material thereto commits a fraudulent insurance act, which may be a crime and
may subject such person to criminal and civil penalties, fines, imprisonment,
or a denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes any false or
misleading information on an application for an insurance policy is subject to
criminal and civil penalties.

ADDITIONAL STATE NOTICES

FOR FL RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application
containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

SIGNATURES

Signed on behalf of _____ this ___ day of _____

- Do you have existing life insurance or annuity contracts?
Will the applied for Contract replace any existing life insurance or annuity contracts?

(Authorized Signature of Applicant) _____ Date _____

(Title) _____

- Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

(Authorized Nationwide Agent/Representative Signature) _____ Date _____

(Title) _____

Florida License Identification #: (Florida Agents only) _____

Guaranteed Interest Rates

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Contract for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein due to termination.

Crediting Interest to the Contract

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Contract Value on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Contract Value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Contract Value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Contract Value

The Contract Value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Contract; plus
- (2) the daily interest earned; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges that are applied to Participant Accounts.

Calculating a Participant Account Value under the Contract

A Participant Account Value on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Contract; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Contract; minus
- (4) Exchanges or Transfers out of the Contract; minus
- (5) Withdrawals from the Contract; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges that are applied to Participant Accounts.

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**Amendment
to
Group Flexible Purchase Payment Deferred Fixed Annuity Contract**

General Information Regarding this Amendment

This amendment is made a part of the Group Flexible Purchase Payment Deferred Fixed Annuity Contract ("the Contract") to which it is attached. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide"); and

WHEREAS, Nationwide and the Contract Owner wish to modify this Contract pursuant to the Alteration or Modification section of the Contract.

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. DEFINITIONS

The following definitions are hereby deleted from the contract in their entirety and replaced with the following:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

Guaranteed Minimum Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Interest Rate.

2. CONTRACT EXPENSES

The "CONTRACT EXPENSES" section of the Contract is hereby deleted in its entirety and replaced with the following:

CONTRACT EXPENSES

Nationwide is authorized to deduct the applicable charges described herein. The contract charges described herein are deducted from Participant Accounts.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month

- 1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Contract in one-lump sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Contract less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Contract. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- 2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Contract in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:
 - a) The Contract Value on the date before the installment is Withdrawn; divided by
 - b) the number of remaining installments.

Contract Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

Recapture of Acquisition Expenses

If Nationwide has provided any additional credits to the initial Purchase Payment that have not been recouped upon termination, Nationwide will deduct any unrecouped expenses associated with such credits from the Withdrawal Value.

7. This Amendment is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Amendment, this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

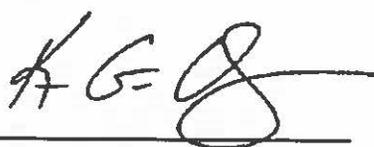
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ___ day of _____, 201__.

APPROVED:

CONTRACT OWNER: _____

NATIONWIDE LIFE INSURANCE
COMPANY:

By: _____

By:  _____



Local Emergency Planning Committee Membership Update Form

State Emergency Response Commission
c/o TDEM Operations Section
Post Office Box 4087
Austin, TX 78773
(512) 424-2208
E-Mail: soc@dps.texas.gov



BOX A	
<i>Box A must be filled in and signed by the County Judge or an appointed EMC before returning form(s) to the SERC</i>	
Legal Name of LEPC: Local Emergency Planning Committee for Ellis County	
County/Countries: Ellis County	Is this your entire LEPC membership listing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
County Judge's First Name: Todd	Last Name: Little
County Judge's Approval (<i>signature required</i>):	Date:

LEPC Membership Categories

(In accordance with Public Law 99-499, Section 301(c))

Note: Information may be released to the public under the Texas Open Records Act. Use your work address and phone number.

Community Group	CG	Health	HE	Information Coordinator	IC
Emergency Management	EM	Hospital	HO	Print/Broadcast Media	PBM
Emergency Medical Service	EMS	Law Enforcement	LE	State/Local Official	SLO
Facility Owners/Operators	FO	Local Environmental Group	LEG	Transportation Personnel	TP
Firefighters	FF	Health	HE	Other	OTH

Box 1: Chairperson Update Information		
Salutation: Mr.	First Name: Tommy	Last Name: Jackson
Job Title: Chairman	Contact Phone: 972-937-4645	
Contact Email: tjaxon51@gmail.com	Fax Number:	
Organization/Agency: Retired - Exxon	LEPC Membership Category: CP	
Address:		
City: Waxahachie	State: TX	Zip Code: 75165

Box 2: Vice Chairperson Update Information		
Salutation: Mr.	First Name: William	Last Name: Stetson
Job Title: Vice-Chairman	Contact Phone: 214-241-5021	
Contact Email: William.Stetson@csvhealth.com	Fax Number:	
Organization/Agency: CVS Distribution	LEPC Membership Category: CV	
Address: 700 CVS Dr		
City: Ennis	State: TX	Zip Code: 75119

Please provide a point-of-contact in the event there are questions about the information contained on these forms. Thank you.

Contact Name: Tim Birdwell	Email: tim.birdwell@co.ellis.tx.us	Phone: 972-825-5555
----------------------------	------------------------------------	---------------------

LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Hugh	Last Name: Grandstaff
Job Title: Secretary/Treasurer	Contact Phone: 972-617-4547	
Contact Email: hugh@hlhmetals.com	Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Organization/Agency: hlh&r Scrap Metal - hlhr	LEPC Membership Category:	
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Previous member's name: Herman Cryer	
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Previous member's name:	
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Previous member's name:	
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Previous member's name:	
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Previous member's name:	
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No	Previous member's name:	

FILED

JAN - 3 2019

**Local Emergency Planning Committee (LEPC)
For Ellis County**

**COUNTY CLERK
ELLIS COUNTY, TEXAS**

**January 15, 2019
10:30 to 11:30 AM**

**Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX 75165**

AGENDA

- 1. Welcome and Introductions**
- 2. Approval of minutes from previous meeting (October 16, 2018).**
- 3. Chair, Tommy Jackson: Nomination and Election of Chairman, Vice-Chairman, Secretary, Treasurer**
- 4. Chair, Tommy Jackson: Introduction of Guest Speaker, ExXon**
- 5. to speak on the following: Guest speaker Introduction**
- 6. Guest Speaker - ExXon Representative**
- 7. Presentation — Pipeline Awareness - Ellis County**
- 8. Closing Remarks/Questions**
- 9. Schedule Next Meeting: April 16, 2019**

Next Meeting

April 16, 2019, 10:30 AM – 11:30 AM

**Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX**

**Local Emergency Planning Committee (LEPC)
For Ellis County
January 15, 2019
10:30 to 11:30 AM
Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX 75165**

Minutes

The LEPC Chairman, Tommy Jackson, called to order the Quarterly meeting of the Ellis County Local Emergency Planning Committee (LEPC) at 10:30 A.M. on January 15, 2019 at SAGU, Hagee Communication Center, Room 1050.

Welcome and Introductions: The LEPC Chairman, Tommy Jackson, conducted a roll call which consisted of general introductions. There were 25 personnel in attendance at the LEPC Meeting. **Attendance Roster is attached below.**

Approval of minutes from previous meeting (October 16, 2018): Minutes from previous meeting (October 16, 2018) were read by LEPC Chairman, Tommy Jackson, in the absence of Herman Cryer, Secretary/Treasurer. The minutes were approved by voice vote when proposed by Tommy Jackson, LEPC Chairman.

Old Business: There was no Old Business presented.

New Business:

1. **Nomination and Election of Chairman, Vice-Chairman, Secretary-Treasurer:** Discussion was held on the nomination of officers for the term of 2 years (January 2019 to January 2021). The following nominations were made:
 - Chairman – Tommy Jackson
 - Vice-Chairman – William Stetson
 - Secretary-Treasurer – Hugh Grandstaff

There was a voice vote taken by the attendees and the proposed nominations were accepted. The Officers will hold the office until the next nomination period of January 2021.

2. **Introduction of Guest Speaker:** Tommy Jackson introduced the Guest Speaker, Hugo Penilla, Engineer-Technician, ExxonMobil Pipelines.

Hugo presentation consisted of an overview of Pipeline Safety, how to identify pipeline Markers, what to look for if there is a pipeline leak, and the requirements to call 811 before digging.

There was a lot of questions and discussion on this topic by the attendees.

Closing Remarks/Questions:

Volunteer for next meeting: If any organization is interested, please contact Tommy Jackson so you can be scheduled.

Schedule Next Meeting: April 16, 2019

Adjournment: The LEPC Chairman, Tommy Jackson, requested a motion to adjourn at 11:50 A.M. Motion proposed, seconded and carried.

Minutes submitted by:

Tommy Jackson – Chairman, Ellis County LEPC

William Stetson - Vice-Chairman, Ellis County LEPC

Hugh Grandstaff – Secretary-Treasurer, Ellis County LEPC



LEPC Meeting
Agenda 01.04.2019-Minutes -10.16.2018



LEPC Meeting



LEPC Roster (15

January 2019).xlsx

Next Meeting

April 16, 2019, 10:30 AM – 11:30 AM

**Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX**

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BYLAWS
OF
LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)
FOR ELLIS COUNTY

ARTICLE I: NAME AND PURPOSE

Section 1. Name - The name of this organization shall be the Local Emergency Planning Committee for Ellis County, hereinafter referred to as the "LEPC".

Section 2. Purpose - The purpose of the LEPC shall be:

- A. To carry out for jurisdictions within Ellis County those responsibilities established for the LEPC by Public Law 99-499, Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III, the Emergency Planning and Community Right-to-Know Act, (EPCRA) and related regulations, including, but not limited to:
- (1) Assistance in developing, training and exercising hazardous substances emergency response plans for jurisdictions within Ellis County.
 - (2) Development of procedures for regulated facilities to provide notification to the LEPC in accordance with EPCRA.
 - (3) Development of procedures for receiving and processing requests from the public under the community right-to-know provisions of EPCRA.
 - (4) Development of provisions for public notification of committee activities.
- B. To implement such other and further related activities as may hereafter be legally required by the federal government, the State Emergency Response Commission, (SERC), or the County Judge.

ARTICLE II: MEMBERSHIP

Section 1. Qualifications - The organization shall consist of those members nominated by the County Judge and approved by the SERC for membership in this body. Those individuals or organizations named shall represent the various professional and community groups as designated by EPCRA. Members of the LEPC shall be a resident of or conduct business in Ellis County.

A. Organizational Members: Organizations approved for membership shall designate a representative who shall have one vote for the organization. A pre-designated qualified alternate representative may present the vote for the organization.

B. Members-At-Large: Individuals who may provide expertise in areas of concern to the LEPC. These members shall have no vote or hold office and will not be carried on the LEPC state roster. These members will receive all mailings and information.

Section 2. Officers- Officers shall be elected to conduct meetings, appoint subcommittees, keep minutes of meetings, and to otherwise accomplish the work of the committee.

Section 3. Terms of Office - The membership of the LEPC, once established, will be for a period of two years. Members may be selected to succeed themselves or to move to other positions on the LEPC. No term limits are established for the jurisdictions. The term of office shall be as provided in Article III, Section 3.

Section 4. Vacancies- Any vacancy occurring in the LEPC by reason of the resignation, death, or disqualification of a member will be filled by appointment in accordance with Article II, Section 1. The Executive Committee may make suggestions for candidates to fill vacant positions to the County Judge who will make his or her recommendations to the SERC for approval.

Section 5. Duties - The LEPC shall assist established emergency planning offices within the county with planning emergency response and public information as directed by law.

Section 6. Meetings - There shall be at least four regular meetings of the committee per year (quarterly). The Chairperson may call special meetings of the LEPC at such time and place as the Chairperson may determine. The Chairperson must call a special meeting of the LEPC upon the written request of five members. The special committees shall meet as the work under their groupings proceeds.

Section 7. Quorum - The presence of thirty-three percent of the members of the LEPC at the opening of the meeting shall constitute a quorum for the transaction of business by the LEPC. For the purposes of Standing Committee meetings, the presence of three members shall constitute a quorum for the transaction of business.

ARTICLE III: OFFICERS

Section 1. Enumeration of Officers - The Officers of the LEPC shall be a Chairperson, 2 Vice-Chairperson(s), and a Secretary-Treasurer, as deemed necessary, who shall be elected by the committee as a whole in a manner herein provided. All officers shall be Organizational members of the LEPC. These Officers shall be voting member of all committees and the LEPC.

Section 2. Nomination and Election of Officers - Prior to the expiration of the officer's term of service, nomination and election of officers shall occur. Nominations will be accepted from the floor for the positions of Chairperson, Vice-Chairperson(s), and Secretary-Treasurer. The election shall be by ballot, except that when there is only one nomination for each office, election may be by voice vote. These officers shall be selected by the majority of the members of the LEPC present and voting at the meeting.

Section 3. Term of Office - The term of the officers elected shall be for a period of two years to coincide with the LEPC fiscal year.

Section 4. Chairperson - The Chairperson shall preside at all meetings of the LEPC; shall serve as ex officio member of all committees; and shall perform such duties and acts as necessary to accomplish the goals of the LEPC. The Chairperson shall be empowered to create such other ad hoc committees as necessary to accomplish the goals of the LEPC.

Section 5. Vice-Chairperson(s) - Upon resignation or death or in the absence of the Chairperson, the Vice-Chairperson(s) shall perform the duties of the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Chairperson. If more than one Vice-Chairperson is assigned the Chairperson will designate which Vice-Chairperson will fulfil the Chairperson's duties in their absences.

Section 6. Secretary Treasurer - The Secretary-Treasurer in cooperation with the Information Coordinator shall be the custodian of all books, papers, documents and other property of the LEPC. The Secretary-Treasurer shall keep a true record of the proceedings of all meetings of the LEPC. Additionally, the Secretary-Treasurer in conjunction with the Information Coordinator shall attend to the business needs of the LEPC and shall maintain an accurate record of all monies received and expended for the use of the LEPC.

Section 7. Information Coordinator - The LEPC is required to appoint an Information Coordinator. The Coordinator shall process requests from the public for information under Section 324, including Tier II information under Section 312. Additionally, the Coordinator shall assist the Secretary-Treasurer in records management and financial matters. The Information Coordinator shall be a non-voting member of all committees and the LEPC.

ARTICLE IV: COMMITTEES

Section 1. Executive Committee - The Executive Committee will consist of the Chairperson, Vice-Chairperson(s), Secretary-Treasurer and Chairpersons of the four Sub-Committees as described below. The Information Coordinator shall serve as a non-voting member of this Committee. The duties of the Executive Committee shall be to coordinate activities of the Standing and Ad Hoc Committees.

Section 2. Subcommittees - Dividing the work among subcommittees can facilitate planning and data management. Subcommittees allow members to specialize and help the process move forward more quickly because the LEPC can work on several projects at one time. The appointment of a subcommittee chairperson may ensure that work progresses efficiently. The number and type of subcommittees that an LEPC creates depends solely on the needs of the LEPC and its members. Subcommittees may be formed and disbanded as occasions arise to accomplish initial and on-going tasks of the LEPC. Subcommittee membership need not be limited to LEPC members, but use the expertise and resources of both community and industry. As a starting point the following four (4) Subcommittees are formed.

A. Right-To-Know Committee - This Committee shall be responsible for the formulation of all policies and procedures concerning the public's right-to-know program; the formulation of all chemical release reporting procedures; the establishment of trade

secret protection procedures; and the formulation of all record keeping and information dissemination procedures for the LEPC.

- B. Public Education and Information Committee** - This Committee shall be responsible for reviewing the public alert and notification program; public relations with affected communities and public at large; all publicity of the LEPC; development of public education and information program.

- C. Hazardous Materials Facilities Liaison Committee** - This Committee shall be responsible for procedures for identification and communication with affected facilities. This Committee shall work with the Emergency Response and Resources Committee and with affected facilities to review and help the local emergency management offices test a hazardous substance emergency response plan for the planning district as required by law.

- D. Emergency Response and Resources Committee** - This Committee will work with the Hazardous Facilities Liaison Committee and with existing emergency response organizations in jurisdictions within the planning district to review and help the local emergency management offices test a hazardous substance emergency response plan for the planning district as required by law. This Committee shall review existing federal, state and local plans for the purpose of coordination with the LEPC planning process.

Section 3. Meetings - Meetings of the Standing and Ad Hoc Committees may be called by the Chairperson of the LEPC or the Chairperson of the Committee as deemed necessary.

Section 4. Chairperson of the Sub-Committees - The Chairperson of the Standing Committees shall be nominated and elected by their respective Committees. Voting shall be conducted as provided in Article III, Section 2.

Section 5. Membership of Sub-Committees - All members must volunteer to serve on at least one Sub-Committee and shall not serve on more than two Sub-Committees. Final membership on the Standing Committees shall be determined by the Chairperson after consultation with the Executive Committee to ensure that all Committees have sufficient staffing to carry out their assigned tasks.

Section 6. Ad Hoc Committees - The Chairperson may create Ad Hoc Committees as necessary to perform the functions of the LEPC. Chairpersons of Ad Hoc Committees shall be appointed by the Chairperson of the LEPC. Ad Hoc Committees may include persons that are not LEPC members to advise on Committee projects and work.

ARTICLE V: MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year - The fiscal year shall be considered to run from October 1 to September 30.

Section 2. Indebtedness - All indebtedness incurred by the LEPC shall be approved by the

Chairperson before payment by the Secretary Treasurer.

Section 3. Approval of Bylaws - These bylaws shall become effective upon approval by a majority of those in attendance at the organizational meeting.

Section 4. Disqualification - Any member who is unable to attend regular meetings of the LEPC may notify the Secretary-Treasurer or Information Coordinator. Any member with three consecutive absences is subject to being disqualified at the request of the LEPC to the County Judge and the SERC.

ARTICLE VI: AMENDMENTS

Section 1. Amendments - These bylaws may be amended by a two-thirds vote of members present and voting at any meeting of the LEPC provided that any proposed amendments to these bylaws be submitted to the members in writing at least one week in advance of the meeting.

ARTICLE VII: RULES

EPCRA requires that the LEPC "shall establish rules by which the committee shall function. Such rules shall include provisions for public notification of committee activities, public meetings to discuss the emergency plan, public comments, response to such comments by the committee, and distribution of the emergency plan." The final rules are attached to these by-laws.

Section 1. Adoption of Rules; Publication of Proposals - The LEPC may, as necessary and proper, adopt rules of general application governing the execution of its responsibilities under EPCRA and related applicable regulations. Any such rules must first be published in proposed form not less than 10 days prior to final adoption of by the LEPC. Publication shall be effected through posting of the proposed rule and a statement of basis and purpose on the public bulletin board located outside the Historic Ellis County Courthouse, Waxahachie, Texas. (The proposed rule together with the statement of basis and purpose and here after referred to as "notice of proposed rule-making".) Such notice of proposed rule making shall invite written public comment on any aspect of the proposed rule during the 10-day period. The LEPC Information Coordinator is encouraged, but not required, to mail notices of the proposed rule making to interested local government officials, industries, and citizens.

Section 2. Method of Initiating Proposed Rule-Making - Any member of the LEPC may recommend the initiation of proposed rule making. Any proposed rules shall be initially considered by the Executive Committee, unless otherwise decided by the LEPC. If the Executive Committee, by majority vote approves a proposed rule it shall thereafter proceed to publication as provided in the preceding section.

Section 3. Method of Adopting Final Rules - Following the expiration of the 10 day comment period, the Executive Committee shall review all public comments and prepare a statement, which responds to comments raised and discusses the basis for any appropriate changes to the proposal. The Executive Committee shall present such statement to the LEPC. The

LEPC shall then vote on the adoption of the proposed rule. If the LEPC acts favorably, the rule shall take effect immediately upon the time and date the notice of adoption is first published unless the LEPC determines otherwise.

Section 4. Notice of Adoption - Upon adoption of any rule by the LEPC, the Information Coordinator also shall publish the LEPCs response to comments received and any changes to the proposal made in response to such comments. Publication of the final rule shall be in the same manner as that for the proposed rule. Nothing herein shall require a specific response to each and every comment received.

Section 5. Emergency Rules - In emergency circumstances, to be determined, the LEPC may adopt rules without prior public notice and comment, provided that no such rule will remain in effect for more than 90 days.

ARTICLE VIII: PARLIAMENTARY AUTHORITY

Section 1. Parliamentary Authority - The rules contained in *Robert's Rules of Order, Newly Revised*, shall govern this committee in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

Attachment: LEPC Final Rules

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) FOR ELLIS COUNTY

FINAL RULES

I. Definitions

Unless otherwise stated, all terms herein shall be defined in accordance with the definitions provided in Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986, PL 99-499, (the "Act") and regulations adopted in accordance therewith.

II. Public Notification and General Participation

- A. The LEPC shall publish notice of all its meetings, and all subcommittee meetings, on the public bulletin board on the first floors of the Ellis County Historical Courthouse at least 72 hours prior to any such meeting. In emergencies, declared by the Chairperson and confirmed by a majority of the LEPC in attendance at an emergency meeting, the 72-hour notice may be waived in accordance with Section 3A(h) of the Texas Open Meetings Act (TOMA), Tex. Rev. Civ. Stat. Ann art. 6252-17.
- B. All meetings of the LEPC or any subcommittee thereof shall be open to the public, except under circumstances where the TOMA permits otherwise. The Chairperson shall afford a reasonable period of time at the beginning of each regular quarterly meeting to accept oral public comments on any aspect of the LEPCs mission or functions.
- C. Not less than once each calendar year, the Chairperson shall cause to be published in a newspaper of general circulation in Ellis County a notice that written public comment is invited during a thirty-day period on any aspect of the LEPCs organization, membership, functions, planning process, or purpose. Such notice shall comply in all respects with Section 324(b) of the Act and present a brief explanation of the LEPCs statutory purpose, the location of LEPC minutes and other records, and the name and address of the person designated by the Chairperson to receive written comments.

The LEPC shall review all comments received and shall publish, in the manner described in subsection A of this section, responses to major issues raised in such public comments. Nothing herein shall require the LEPC to respond to each and every comment received.

III. LEPC Participation in the Planning Process

- A. The Texas Disaster Act of 1975, as amended, requires each local and inter-jurisdictional agency to prepare and keep current an emergency management plan for its area. Additionally, in accordance with the Governor's Executive Order,

the Mayor of each municipal corporation and the County Judge of each county in the state are the designated Emergency Management Directors for each such political subdivision. In Texas, LEPCs are therefore not the primary entity responsible for the composition and maintenance of an emergency management plan.

- B. The LEPC will strive to work with the local governments, which are responsible for the emergency management plans, which cover the areas LEPC responsibility.
 - 1. The LEPC shall review such plans once a year or more frequently as changed circumstances in the community or at any facility may require. The primary focus should be with those parts of the plan, which cover the following categories: warning, population protection, emergency public information, and HAZMAT response.
 - 2. The LEPC shall evaluate the need for resources necessary to develop and implement the emergency plan, and shall make recommendations with respect to additional resources that may be required.
- C. The LEPC should maintain copies of the current plans and annexes of each jurisdiction it serves.

IV. Public Access to Information

- A. In accordance with Section 324 of the Act, all information obtained from an owner or operator pursuant to EPCRA and any requested Tier II form or the Safety Data Sheet (SDS) otherwise in possession of the Committee shall be made available to the person submitting the request under this section, provided upon request of the owner or operator, the Committee shall withhold from disclosure the location of any specific chemical identified in the Tier II form.
- B. All information requested to be photocopied by any member of the public, shall be provided at the sole expense of such person. The cost of such photocopying shall be set from time to time by the Information Coordinator, with the approval of the Executive Committee, at a level that will enable the LEPC to recover all reasonable expenses associated with processing the request.

Copies of the LEPC bylaws, proposed rules, or rules shall be provided at no charge to the public, although the Information Coordinator is authorized to recover reasonable expenses for photocopying in the case of requests for multiple copies made by any single individual or entity.

- C. Requests for SDS (safety data sheet (SDS)), and Other Non-Confidential Information

1. Any Person may obtain a SDS with respect to a specific facility by submitting a written request to the Committee's Information Coordinator.
2. Any person may obtain any other non-confidential information in the possession of the Committee by submitting a written request to the Committee's Information Coordinator.
3. If the Committee does not have in its possession the SDS or other information requested in sections C1 or C2 of this section, it shall request a submission of the SDS from the owner or operator of the facility that is the subject of the request. The Committee will only make requests to specific facilities for information, which it is required to maintain or collect pursuant to applicable law.

D. Requests for Tier II Information

1. Any person may request Tier II information with respect to a specific facility by submitting a written request to the Committee in accordance with the requirements of this section.
2. If the Committee does not have in its possession the Tier II information requested in subsection D1 of this section, it shall request a submission of the Tier II form from the owner or operator of the facility that is the subject of the request, provided that the request is from a state or local official acting in his or her official capacity or the request is limited to hazardous chemicals stored at the facility in an amount in excess threshold planning quantities.
3. If the request under subsection D1 of this section does not meet the requirements of subsection D2 of this section, the Committee may request submission of the Tier II form from the owner or operator of the facility that is the subject of the request if the request under subsection D1 of this section includes a general statement of need.

V. Trade Secrets

Except as provided in this section, all information submitted to the LEPC by facilities pursuant to EPCRA shall be public information. Other than a claim designated in this section, the LEPC will not honor any business confidentiality or trade secret claims. Pursuant to Section 312 and Section 214(a) of the Act, the location of specific chemicals requested to be submitted with Tier II information shall be maintained as confidential by the LEPC provided that a claim of confidentiality is submitted with the information and satisfies all applicable requirements for such claims under EPCRA and any regulations

promulgated pursuant to the same. Such information shall be exempt from disclosure by the LEPC permanently or until such time as:

1. An authorized governmental agency, and if applicable, a court of competent jurisdiction makes a final determination following any appeals, that such information not subject to a valid claim of business confidentiality or trade secret, and
2. The LEPC receives a written notice of such determination.



Local Emergency Planning Committee Membership Update Form

State Emergency Response Commission
c/o TDEM Operations Section
Post Office Box 4087
Austin, TX 78773
(512) 424-2208
E-Mail: soc@dps.texas.gov



BOX A	
<i>Box A must be filled in and signed by the County Judge or an appointed EMC before returning form(s) to the SERC</i>	
Legal Name of LEPC: Local Emergency Planning Committee for Ellis County	
County/Countries: Ellis County	Is this your entire LEPC membership listing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
County Judge's First Name: Todd	Last Name: Little
County Judge's Approval (<i>signature required</i>):	Date:

LEPC Membership Categories

(In accordance with Public Law 99-499, Section 301(c))

Note: Information may be released to the public under the Texas Open Records Act. Use your work address and phone number.

Community Group	CG	Health	HE	Information Coordinator	IC
Emergency Management	EM	Hospital	HO	Print/Broadcast Media	PBM
Emergency Medical Service	EMS	Law Enforcement	LE	State/Local Official	SLO
Facility Owners/Operators	FO	Local Environmental Group	LEG	Transportation Personnel	TP
Firefighters	FF	Health	HE	Other	OTH

Box 1: Chairperson Update Information		
Salutation: Mr.	First Name: Tommy	Last Name: Jackson
Job Title: Chairman	Contact Phone: 972-937-4645	
Contact Email: tjaxon51@gmail.com	Fax Number:	
Organization/Agency: Retired - Exxon	LEPC Membership Category: CP	
Address:		
City: Waxahachie	State: TX	Zip Code: 75165

Box 2: Vice Chairperson Update Information		
Salutation: Mr.	First Name: William	Last Name: Stetson
Job Title: Vice-Chairman	Contact Phone: 214-241-5021	
Contact Email: William.Stetson@cvshealth.com	Fax Number:	
Organization/Agency: CVS Distribution	LEPC Membership Category: CV	
Address: 700 CVS Dr		
City: Ennis	State: TX	Zip Code: 75119

Please provide a point-of-contact in the event there are questions about the information contained on these forms. Thank you.

Contact Name: Tim Birdwell	Email: tim.birdwell@co.ellis.tx.us	Phone: 972-825-5555
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LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Hugh	Last Name: Grandstaff
Job Title: Secretary/Treasurer		Contact Phone: 972-617-4547
Contact Email: hugh@hlhmetals.com		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: hlh&r Scrap Metal - hlhr		LEPC Membership Category:
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name: Herman Cryer
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:
Salutation:	First Name:	Last Name:
Job Title:		Contact Phone:
Contact Email:		Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency:		LEPC Membership Category:
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No		Previous member's name:

FILED

JAN - 3 2019

**Local Emergency Planning Committee (LEPC)
For Ellis County**

**COUNTY CLERK
ELLIS COUNTY, TEXAS**

**January 15, 2019
10:30 to 11:30 AM**

**Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX 75165**

AGENDA

- 1. Welcome and Introductions**
- 2. Approval of minutes from previous meeting (October 16, 2018).**
- 3. Chair, Tommy Jackson: Nomination and Election of Chairman, Vice-Chairman, Secretary, Treasurer**
- 4. Chair, Tommy Jackson: Introduction of Guest Speaker, ExXon**
- 5. to speak on the following: Guest speaker Introduction**
- 6. Guest Speaker - ExXon Representative**
- 7. Presentation — Pipeline Awareness - Ellis County**
- 8. Closing Remarks/Questions**
- 9. Schedule Next Meeting: April 16, 2019**

Next Meeting

April 16, 2019, 10:30 AM – 11:30 AM

**Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX**

**Local Emergency Planning Committee (LEPC)
For Ellis County
January 15, 2019
10:30 to 11:30 AM
Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX 75165**

Minutes

The LEPC Chairman, Tommy Jackson, called to order the Quarterly meeting of the Ellis County Local Emergency Planning Committee (LEPC) at 10:30 A.M. on January 15, 2019 at SAGU, Hagee Communication Center, Room 1050.

Welcome and Introductions: The LEPC Chairman, Tommy Jackson, conducted a roll call which consisted of general introductions. There were 25 personnel in attendance at the LEPC Meeting. **Attendance Roster is attached below.**

Approval of minutes from previous meeting (October 16, 2018): Minutes from previous meeting (October 16, 2018) were read by LEPC Chairman, Tommy Jackson, in the absence of Herman Cryer, Secretary/Treasurer. The minutes were approved by voice vote when proposed by Tommy Jackson, LEPC Chairman.

Old Business: There was no Old Business presented.

New Business:

1. **Nomination and Election of Chairman, Vice-Chairman, Secretary-Treasurer:** Discussion was held on the nomination of officers for the term of 2 years (January 2019 to January 2021). The following nominations were made:
 - Chairman – Tommy Jackson
 - Vice-Chairman – William Stetson
 - Secretary-Treasurer – Hugh Grandstaff

There was a voice vote taken by the attendees and the proposed nominations were accepted. The Officers will hold the office until the next nomination period of January 2021.

2. **Introduction of Guest Speaker:** Tommy Jackson introduced the Guest Speaker, Hugo Penilla, Engineer-Technician, ExxonMobil Pipelines.

Hugo presentation consisted of an overview of Pipeline Safety, how to identify pipeline Markers, what to look for if there is a pipeline leak, and the requirements to call 811 before digging.

There was a lot of questions and discussion on this topic by the attendees.

Closing Remarks/Questions:

Volunteer for next meeting: If any organization is interested, please contact Tommy Jackson so you can be scheduled.

Schedule Next Meeting: April 16, 2019

Adjournment: The LEPC Chairman, Tommy Jackson, requested a motion to adjourn at 11:50 A.M. Motion proposed, seconded and carried.

Minutes submitted by:

Tommy Jackson – Chairman, Ellis County LEPC

William Stetson - Vice-Chairman, Ellis County LEPC

Hugh Grandstaff – Secretary-Treasurer, Ellis County LEPC



LEPC Meeting
Agenda 01.04.2019-Minutes -10.16.2018



LEPC Meeting



LEPC Roster (15

January 2019).xlsx

Next Meeting

April 16, 2019, 10:30 AM – 11:30 AM

**Southwestern Assemblies of God University (SAGU),
Hagee Communication Center, HCC Room 1050, E. University Street,
Waxahachie, TX**

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BYLAWS
OF
LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)
FOR ELLIS COUNTY

ARTICLE I: NAME AND PURPOSE

Section 1. Name - The name of this organization shall be the Local Emergency Planning Committee for Ellis County, hereinafter referred to as the "LEPC".

Section 2. Purpose - The purpose of the LEPC shall be:

- A. To carry out for jurisdictions within Ellis County those responsibilities established for the LEPC by Public Law 99-499, Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III, the Emergency Planning and Community Right-to-Know Act, (EPCRA) and related regulations, including, but not limited to:
- (1) Assistance in developing, training and exercising hazardous substances emergency response plans for jurisdictions within Ellis County.
 - (2) Development of procedures for regulated facilities to provide notification to the LEPC in accordance with EPCRA.
 - (3) Development of procedures for receiving and processing requests from the public under the community right-to-know provisions of EPCRA.
 - (4) Development of provisions for public notification of committee activities.
- B. To implement such other and further related activities as may hereafter be legally required by the federal government, the State Emergency Response Commission, (SERC), or the County Judge.

ARTICLE II: MEMBERSHIP

Section 1. Qualifications - The organization shall consist of those members nominated by the County Judge and approved by the SERC for membership in this body. Those individuals or organizations named shall represent the various professional and community groups as designated by EPCRA. Members of the LEPC shall be a resident of or conduct business in Ellis County.

A. Organizational Members: Organizations approved for membership shall designate a representative who shall have one vote for the organization. A pre-designated qualified alternate representative may present the vote for the organization.

B. Members-At-Large: Individuals who may provide expertise in areas of concern to the LEPC. These members shall have no vote or hold office and will not be carried on the LEPC state roster. These members will receive all mailings and information.

Section 2. Officers- Officers shall be elected to conduct meetings, appoint subcommittees, keep minutes of meetings, and to otherwise accomplish the work of the committee.

Section 3. Terms of Office - The membership of the LEPC, once established, will be for a period of two years. Members may be selected to succeed themselves or to move to other positions on the LEPC. No term limits are established for the jurisdictions. The term of office shall be as provided in Article III, Section 3.

Section 4. Vacancies- Any vacancy occurring in the LEPC by reason of the resignation, death, or disqualification of a member will be filled by appointment in accordance with Article II, Section 1. The Executive Committee may make suggestions for candidates to fill vacant positions to the County Judge who will make his or her recommendations to the SERC for approval.

Section 5. Duties - The LEPC shall assist established emergency planning offices within the county with planning emergency response and public information as directed by law.

Section 6. Meetings - There shall be at least four regular meetings of the committee per year (quarterly). The Chairperson may call special meetings of the LEPC at such time and place as the Chairperson may determine. The Chairperson must call a special meeting of the LEPC upon the written request of five members. The special committees shall meet as the work under their groupings proceeds.

Section 7. Quorum - The presence of thirty-three percent of the members of the LEPC at the opening of the meeting shall constitute a quorum for the transaction of business by the LEPC. For the purposes of Standing Committee meetings, the presence of three members shall constitute a quorum for the transaction of business.

ARTICLE III: OFFICERS

Section 1. Enumeration of Officers - The Officers of the LEPC shall be a Chairperson, 2 Vice-Chairperson(s), and a Secretary-Treasurer, as deemed necessary, who shall be elected by the committee as a whole in a manner herein provided. All officers shall be Organizational members of the LEPC. These Officers shall be voting member of all committees and the LEPC.

Section 2. Nomination and Election of Officers - Prior to the expiration of the officer's term of service, nomination and election of officers shall occur. Nominations will be accepted from the floor for the positions of Chairperson, Vice-Chairperson(s), and Secretary-Treasurer. The election shall be by ballot, except that when there is only one nomination for each office, election may be by voice vote. These officers shall be selected by the majority of the members of the LEPC present and voting at the meeting.

Section 3. Term of Office - The term of the officers elected shall be for a period of two years to coincide with the LEPC fiscal year.

Section 4. Chairperson - The Chairperson shall preside at all meetings of the LEPC; shall serve as ex officio member of all committees; and shall perform such duties and acts as necessary to accomplish the goals of the LEPC. The Chairperson shall be empowered to create such other ad hoc committees as necessary to accomplish the goals of the LEPC.

Section 5. Vice-Chairperson(s) - Upon resignation or death or in the absence of the Chairperson, the Vice-Chairperson(s) shall perform the duties of the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Chairperson. If more than one Vice-Chairperson is assigned the Chairperson will designate which Vice-Chairperson will fulfil the Chairperson's duties in their absences.

Section 6. Secretary Treasurer - The Secretary-Treasurer in cooperation with the Information Coordinator shall be the custodian of all books, papers, documents and other property of the LEPC. The Secretary-Treasurer shall keep a true record of the proceedings of all meetings of the LEPC. Additionally, the Secretary-Treasurer in conjunction with the Information Coordinator shall attend to the business needs of the LEPC and shall maintain an accurate record of all monies received and expended for the use of the LEPC.

Section 7. Information Coordinator - The LEPC is required to appoint an Information Coordinator. The Coordinator shall process requests from the public for information under Section 324, including Tier II information under Section 312. Additionally, the Coordinator shall assist the Secretary-Treasurer in records management and financial matters. The Information Coordinator shall be a non-voting member of all committees and the LEPC.

ARTICLE IV: COMMITTEES

Section 1. Executive Committee - The Executive Committee will consist of the Chairperson, Vice-Chairperson(s), Secretary-Treasurer and Chairpersons of the four Sub-Committees as described below. The Information Coordinator shall serve as a non-voting member of this Committee. The duties of the Executive Committee shall be to coordinate activities of the Standing and Ad Hoc Committees.

Section 2. Subcommittees - Dividing the work among subcommittees can facilitate planning and data management. Subcommittees allow members to specialize and help the process move forward more quickly because the LEPC can work on several projects at one time. The appointment of a subcommittee chairperson may ensure that work progresses efficiently. The number and type of subcommittees that an LEPC creates depends solely on the needs of the LEPC and its members. Subcommittees may be formed and disbanded as occasions arise to accomplish initial and on-going tasks of the LEPC. Subcommittee membership need not be limited to LEPC members, but use the expertise and resources of both community and industry. As a starting point the following four (4) Subcommittees are formed.

A. Right-To-Know Committee - This Committee shall be responsible for the formulation of all policies and procedures concerning the public's right-to-know program; the formulation of all chemical release reporting procedures; the establishment of trade

secret protection procedures; and the formulation of all record keeping and information dissemination procedures for the LEPC.

- B. Public Education and Information Committee** - This Committee shall be responsible for reviewing the public alert and notification program; public relations with affected communities and public at large; all publicity of the LEPC; development of public education and information program.

- C. Hazardous Materials Facilities Liaison Committee** - This Committee shall be responsible for procedures for identification and communication with affected facilities. This Committee shall work with the Emergency Response and Resources Committee and with affected facilities to review and help the local emergency management offices test a hazardous substance emergency response plan for the planning district as required by law.

- D. Emergency Response and Resources Committee** - This Committee will work with the Hazardous Facilities Liaison Committee and with existing emergency response organizations in jurisdictions within the planning district to review and help the local emergency management offices test a hazardous substance emergency response plan for the planning district as required by law. This Committee shall review existing federal, state and local plans for the purpose of coordination with the LEPC planning process.

Section 3. Meetings - Meetings of the Standing and Ad Hoc Committees may be called by the Chairperson of the LEPC or the Chairperson of the Committee as deemed necessary.

Section 4. Chairperson of the Sub-Committees - The Chairperson of the Standing Committees shall be nominated and elected by their respective Committees. Voting shall be conducted as provided in Article III, Section 2.

Section 5. Membership of Sub-Committees - All members must volunteer to serve on at least one Sub-Committee and shall not serve on more than two Sub-Committees. Final membership on the Standing Committees shall be determined by the Chairperson after consultation with the Executive Committee to ensure that all Committees have sufficient staffing to carry out their assigned tasks.

Section 6. Ad Hoc Committees - The Chairperson may create Ad Hoc Committees as necessary to perform the functions of the LEPC. Chairpersons of Ad Hoc Committees shall be appointed by the Chairperson of the LEPC. Ad Hoc Committees may include persons that are not LEPC members to advise on Committee projects and work.

ARTICLE V: MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year - The fiscal year shall be considered to run from October 1 to September 30.

Section 2. Indebtedness - All indebtedness incurred by the LEPC shall be approved by the

Chairperson before payment by the Secretary Treasurer.

Section 3. Approval of Bylaws - These bylaws shall become effective upon approval by a majority of those in attendance at the organizational meeting.

Section 4. Disqualification - Any member who is unable to attend regular meetings of the LEPC may notify the Secretary-Treasurer or Information Coordinator. Any member with three consecutive absences is subject to being disqualified at the request of the LEPC to the County Judge and the SERC.

ARTICLE VI: AMENDMENTS

Section 1. Amendments - These bylaws may be amended by a two-thirds vote of members present and voting at any meeting of the LEPC provided that any proposed amendments to these bylaws be submitted to the members in writing at least one week in advance of the meeting.

ARTICLE VII: RULES

EPCRA requires that the LEPC "shall establish rules by which the committee shall function. Such rules shall include provisions for public notification of committee activities, public meetings to discuss the emergency plan, public comments, response to such comments by the committee, and distribution of the emergency plan." The final rules are attached to these by-laws.

Section 1. Adoption of Rules; Publication of Proposals - The LEPC may, as necessary and proper, adopt rules of general application governing the execution of its responsibilities under EPCRA and related applicable regulations. Any such rules must first be published in proposed form not less than 10 days prior to final adoption of by the LEPC. Publication shall be effected through posting of the proposed rule and a statement of basis and purpose on the public bulletin board located outside the Historic Ellis County Courthouse, Waxahachie, Texas. (The proposed rule together with the statement of basis and purpose and here after referred to as "notice of proposed rule-making".) Such notice of proposed rule making shall invite written public comment on any aspect of the proposed rule during the 10-day period. The LEPC Information Coordinator is encouraged, but not required, to mail notices of the proposed rule making to interested local government officials, industries, and citizens.

Section 2. Method of Initiating Proposed Rule-Making - Any member of the LEPC may recommend the initiation of proposed rule making. Any proposed rules shall be initially considered by the Executive Committee, unless otherwise decided by the LEPC. If the Executive Committee, by majority vote approves a proposed rule it shall thereafter proceed to publication as provided in the preceding section.

Section 3. Method of Adopting Final Rules - Following the expiration of the 10 day comment period, the Executive Committee shall review all public comments and prepare a statement, which responds to comments raised and discusses the basis for any appropriate changes to the proposal. The Executive Committee shall present such statement to the LEPC. The

LEPC shall then vote on the adoption of the proposed rule. If the LEPC acts favorably, the rule shall take effect immediately upon the time and date the notice of adoption is first published unless the LEPC determines otherwise.

Section 4. Notice of Adoption - Upon adoption of any rule by the LEPC, the Information Coordinator also shall publish the LEPC's response to comments received and any changes to the proposal made in response to such comments. Publication of the final rule shall be in the same manner as that for the proposed rule. Nothing herein shall require a specific response to each and every comment received.

Section 5. Emergency Rules - In emergency circumstances, to be determined, the LEPC may adopt rules without prior public notice and comment, provided that no such rule will remain in effect for more than 90 days.

ARTICLE VIII: PARLIAMENTARY AUTHORITY

Section 1. Parliamentary Authority - The rules contained in *Robert's Rules of Order, Newly Revised*, shall govern this committee in all cases to which they are applicable and in which they are not inconsistent with these bylaws.

Attachment: LEPC Final Rules

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) FOR ELLIS COUNTY

FINAL RULES

I. Definitions

Unless otherwise stated, all terms herein shall be defined in accordance with the definitions provided in Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986, PL 99-499, (the "Act") and regulations adopted in accordance therewith.

II. Public Notification and General Participation

- A. The LEPC shall publish notice of all its meetings, and all subcommittee meetings, on the public bulletin board on the first floors of the Ellis County Historical Courthouse at least 72 hours prior to any such meeting. In emergencies, declared by the Chairperson and confirmed by a majority of the LEPC in attendance at an emergency meeting, the 72-hour notice may be waived in accordance with Section 3A(h) of the Texas Open Meetings Act (TOMA), Tex. Rev. Civ. Stat. Ann art. 6252-17.
- B. All meetings of the LEPC or any subcommittee thereof shall be open to the public, except under circumstances where the TOMA permits otherwise. The Chairperson shall afford a reasonable period of time at the beginning of each regular quarterly meeting to accept oral public comments on any aspect of the LEPCs mission or functions.
- C. Not less than once each calendar year, the Chairperson shall cause to be published in a newspaper of general circulation in Ellis County a notice that written public comment is invited during a thirty-day period on any aspect of the LEPCs organization, membership, functions, planning process, or purpose. Such notice shall comply in all respects with Section 324(b) of the Act and present a brief explanation of the LEPCs statutory purpose, the location of LEPC minutes and other records, and the name and address of the person designated by the Chairperson to receive written comments.

The LEPC shall review all comments received and shall publish, in the manner described in subsection A of this section, responses to major issues raised in such public comments. Nothing herein shall require the LEPC to respond to each and every comment received.

III. LEPC Participation in the Planning Process

- A. The Texas Disaster Act of 1975, as amended, requires each local and inter-jurisdictional agency to prepare and keep current an emergency management plan for its area. Additionally, in accordance with the Governor's Executive Order,

the Mayor of each municipal corporation and the County Judge of each county in the state are the designated Emergency Management Directors for each such political subdivision. In Texas, LEPCs are therefore not the primary entity responsible for the composition and maintenance of an emergency management plan.

- B. The LEPC will strive to work with the local governments, which are responsible for the emergency management plans, which cover the areas LEPC responsibility.
 - 1. The LEPC shall review such plans once a year or more frequently as changed circumstances in the community or at any facility may require. The primary focus should be with those parts of the plan, which cover the following categories: warning, population protection, emergency public information, and HAZMAT response.
 - 2. The LEPC shall evaluate the need for resources necessary to develop and implement the emergency plan, and shall make recommendations with respect to additional resources that may be required.
- C. The LEPC should maintain copies of the current plans and annexes of each jurisdiction it serves.

IV. Public Access to Information

- A. In accordance with Section 324 of the Act, all information obtained from an owner or operator pursuant to EPCRA and any requested Tier II form or the Safety Data Sheet (SDS) otherwise in possession of the Committee shall be made available to the person submitting the request under this section, provided upon request of the owner or operator, the Committee shall withhold from disclosure the location of any specific chemical identified in the Tier II form.
- B. All information requested to be photocopied by any member of the public, shall be provided at the sole expense of such person. The cost of such photocopying shall be set from time to time by the Information Coordinator, with the approval of the Executive Committee, at a level that will enable the LEPC to recover all reasonable expenses associated with processing the request.

Copies of the LEPC bylaws, proposed rules, or rules shall be provided at no charge to the public, although the Information Coordinator is authorized to recover reasonable expenses for photocopying in the case of requests for multiple copies made by any single individual or entity.

- C. Requests for SDS (safety data sheet (SDS)), and Other Non-Confidential Information

1. Any Person may obtain a SDS with respect to a specific facility by submitting a written request to the Committee's Information Coordinator.
2. Any person may obtain any other non-confidential information in the possession of the Committee by submitting a written request to the Committee's Information Coordinator.
3. If the Committee does not have in its possession the SDS or other information requested in sections C1 or C2 of this section, it shall request a submission of the SDS from the owner or operator of the facility that is the subject of the request. The Committee will only make requests to specific facilities for information, which it is required to maintain or collect pursuant to applicable law.

D. Requests for Tier II Information

1. Any person may request Tier II information with respect to a specific facility by submitting a written request to the Committee in accordance with the requirements of this section.
2. If the Committee does not have in its possession the Tier II information requested in subsection D1 of this section, it shall request a submission of the Tier II form from the owner or operator of the facility that is the subject of the request, provided that the request is from a state or local official acting in his or her official capacity or the request is limited to hazardous chemicals stored at the facility in an amount in excess threshold planning quantities.
3. If the request under subsection D1 of this section does not meet the requirements of subsection D2 of this section, the Committee may request submission of the Tier II form from the owner or operator of the facility that is the subject of the request if the request under subsection D1 of this section includes a general statement of need.

V. Trade Secrets

Except as provided in this section, all information submitted to the LEPC by facilities pursuant to EPCRA shall be public information. Other than a claim designated in this section, the LEPC will not honor any business confidentiality or trade secret claims. Pursuant to Section 312 and Section 214(a) of the Act, the location of specific chemicals requested to be submitted with Tier II information shall be maintained as confidential by the LEPC provided that a claim of confidentiality is submitted with the information and satisfies all applicable requirements for such claims under EPCRA and any regulations

promulgated pursuant to the same. Such information shall be exempt from disclosure by the LEPC permanently or until such time as:

1. An authorized governmental agency, and if applicable, a court of competent jurisdiction makes a final determination following any appeals, that such information not subject to a valid claim of business confidentiality or trade secret, and
2. The LEPC receives a written notice of such determination.