

**DISTRICT CLERK – ELLIS COUNTY, TEXAS
PRESERVATION AND RESTORATION RECORDS PLAN**

EXECUTIVE SUMMARY

The purpose of this document is to define the restoration and preservation, digital capture, storage, retention and management of archived records belonging to the District Clerk's Office. Records maintained in the District Clerk's office have been identified to fall under the category of "Preservation and Restoration Plan" that will provide reproduction and archiving of such records and assist in maximizing storage space and making records readily available for optimum viewing. It is the intent of the District Clerk to follow guidelines set by the Texas State Library and Archives Commissioner for preservation of such records.

GOAL

The goal is to reproduce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's Office is also looking at restoring records, suspending or reducing deterioration of public records, improving the public access to these documents in a manner that reduces the risk of deterioration, and possible reducing or eliminating paper documents.

SCOPE

The scope of this document includes the following:

- *All District Clerk records filed with the District Clerk
- *Plans to restore and preserve records with significant historical value
- *Future plans are to improve public and governmental access and provide an archive for records that have or will be imaged.

This document addresses the restoration and preservation needs of the District Clerk Records Archive. No other departments are addressed.

SECTION ONE: RECORDS CURRENTLY IN REPOSITORY

INVENTORY

Currently the District Clerk's office holds over 175 books and 145,000 files pertaining to civil and criminal actions that have occurred on a daily basis.

SECTION TWO: RESTORATION AND PRESERVATION

PERMANENT RECORDS

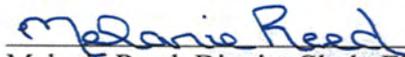
After reproducing these records, the District Clerk plans to utilize the space for the growing number of cases occurring daily. The reproduction will allow better access to the records and will alleviate over crowding of storage rooms and archive facilities by assisting in eliminating items that are not required to maintain permanently. Historical Records will be imaged and made available on-line.

SECTION THREE: FUTURE PLANS

Records are currently imaged by case file. The District Clerk is inquiring into the possibility of a third party vendor imaging the historical records and restoring the remaining minute books which need to be kept permanently.

PUBLIC AND GOVERNMENTAL ACCESS

It is the intent of the District Clerk's Office to make public records accessible on the computer, by index, at a future date. This will allow additional access to District Court records, and provide an archive method to back-up our imaging system.



Melanie Reed, District Clerk, Ellis County

September 12, 2019
Date

TO Be Published 1 Time in the Waxahachie Daily Light on Wednesday, September 18th, 2019:

PUBLIC NOTICE

The Ellis County Commissioners' Court will conduct a Public Hearing to consider a plan for the County Clerk Records Archive Fund pursuant to Loc. Gov. Code §118.025, for the preservation and restoration of the County Clerk's records. The hearing will be held on September 24, 2019 at 2:00 p.m. in the Commissioners' Courtroom of the Ellis County Courthouse, 101 West Main Street, 2nd Floor, Waxahachie, Texas.

ELLIS COUNTY CLERK
RECORDS ARCHIVE PLAN 2019-2020

Pursuant to Loc Gov Code § 118.25, the Commissioners Court may adopt a records archive fee not to exceed \$10.00 (made permanent in the 86th Legislative Session) as part of the county's annual budget. The fee for "Records Archive" is for preservation and restoration services performed by the county clerk in connection with maintaining the county clerk's records archive.

Implemented in Ellis County in September of 2002, the fee is paid at the time a public document is presented for recording or filing. The fee is deposited into a separate records archive account in the general fund of the county, and interest accrued remains with the account. Funds generated from the collection of an archive fee may be expended only for the preservation and restoration of the county clerk's records archive.

The County Clerk follows guidelines set by the Texas State Library and Archives Commission for the restoration, reproduction and preservation of all records. Efforts are made to suspend or reduce deterioration of public records.

Records under the custodial care of the County Clerk:

1. Vital Records including Birth, Death and Marriage
2. Real Property Records including Deeds, Deeds of Trust and various liens and abstracts
3. Plats and Maps
4. Marks & Brands
5. Military Discharge
6. Misdemeanor Criminal
7. Civil
8. Probate, Mental Health and Guardianship
9. Commissioners Court
10. Historical School Records
11. Miscellaneous Records (Variety)

Plan includes:

- Restoration and preservation of records with significant historical value.
- Mend and repair historical books including but not limited to real property and commissioners court minutes.
- This includes replacement of book binding, covers and other restoration as needed.
- Preservation of the records in a digital medium to provide public access in a manner that reduces the risk of deterioration.

Summary:

The Legislature has provided a means to raise revenue for the management and preservation of historical county records. The records archive "user" fee is an alternative to spending general fund monies for these long-term projects. This plan will be implemented in phases and as money is accrued. All contracted services will be done through standard purchasing procedures. Approval and implementation of the plan will ensure the preservation of priceless historical records for future generations.

73



AGENDA ITEM NO. PH-1
Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Public Hearing No. 1 to amend and update the 2007 Master Thoroughfare Plan.

LEGAL CAPTION:

Conduct a public hearing to amend and update the 2007 Master Thoroughfare Plan. This will be the first of two (2) public hearings on this item. A second public hearing is scheduled for October 8, 2019.



PURPOSE:

Staff is scheduling two (2) public hearings, September 24 and October 8, allowing the Commissioners' Court, Ellis County citizens, and the general public-at-large one last opportunity to provide input, comment, and feedback on the proposed 2019 Thoroughfare Plan Map and document. The Court received a draft copy of the plan, and there has been an electronic version available for public viewing via the website since Thursday, September 19. The scheduled date for adoption is tentatively set for October 8, 2019.

Freese & Nichols, the project consultants, will provide a presentation of the process along with their findings at both meetings and will answer any questions the Court or the general public has about this plan.



HISTORY:

On December 19, 2017, the Commissioners' Court selected Freese & Nichols, Inc. (FNI) to be the consultant for the Ellis County Thoroughfare Plan update. At its meeting on June 19, 2018, the Commissioners' Court approved the contract for professional services with FNI.

The Thoroughfare Plan Update officially kicked off on September 5, 2018 with an estimated completion and adoption scheduled of approximately twelve (12) months. On December 18, 2018, a request for additional funding was approved by Commissioner's Court to increase the number of public input meetings with additional CAD modeling for future planning. Upon the completion of the project, staff and the consultants will have hosted thirteen (13) meetings across the County soliciting input from the public on the project.

2018-2019 Master Thoroughfare Meeting Timeline:

- ✓ **Stakeholder Input** – Two (2) days of meetings - *October 2 & 4, 2018*
- ✓ **Input at a county-wide event (Midlothian Fall Festival)** - *October 20, 2018*
- ✓ **Town Hall Meetings** – Two (2) meetings - *December 3 & 5, 2018*
- ✓ **Resident Steering Committee Meetings** – Three (3) meetings
October 4 & December 6, 2018, and April 24, 2019

FI

Valid Money Order includes: 1. Heat sensitive, red Eagle logo AND 2. "Secure Document" visible on the other side when held at an angle or rubbed with coin.



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To verify for cashing please call 888-702-2323

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then watch it fade and reappear
Agent not obligated to cash money order

NOT VALID OVER \$500.00

75-355
912

09/04/2019

0032546

SM 4007014695
MONEY ORDER NUMBER

PAY TO THE
ORDER OF:
PAGAR A LA
ORDEN DE:

Ellis County

IMPORTANT - SEE BACK BEFORE CASHING
Do not cash over \$500.00

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

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DIRECCIÓN:

14701 N 2nd St
SCOTT TX 75158

Payable Through
NORTH AMERICAN BANKING COMPANY
MINNESOTA

ISSUER/DRAWER
FIDELITY EXPRESS

By signing you agree to the service charge and other terms on the reverse side

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TWO HUNDRED ***
FIFTY DOLLARS **
00 CENTS *****

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F2

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

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

SEP 10 2019

ELLIS COUNTY
AUDITOR

TRANSFER FROM:

610-0653-509120

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-509120-00000-000	FM2 BRIDGE REPAIRS	5689.89 ✓ \$5,000.00
004-0652-303020-00000-000	RB2 FUND BALANCE CARRY OVER	\$5,000.00 MD

All POSTED
PCT2
COMPUTER

CR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-509090-00000-000	FM2 REPAIRS PARTS	\$5,000.00
004-0652-508070-00000-000	RB2 GENERAL EXPENSES	\$5,000.00 MD

All POSTED
PCT2
COMPUTER

DR

Signature of Department Head

9.9.19

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 _____, 2018/2019

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

Approved by County Auditor's Office:

F3

RECEIVED

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

SEP 10 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO. ✓

ACCOUNT TITLE

Income

AMOUNT

<41,265.00>

009-0602-400080

FM1- Interlocal

\$41,265.00

TRANSFER TO:

ACCOUNT NO. ✓

ACCOUNT TITLE

AMOUNT

009-0602-509110 ✓

FM1- Gravel ✓

\$41,265.00

48,994.36

[Signature] 9/5/19
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 _____, 2019/2020

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

[Signature]



CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/12/18

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

Additional Revenue Received

Interlocal Revenue 41,265

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, CGFM
County Auditor

F4

RECEIVED

SEP 10 2019

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

ELLIS COUNTY
AUDITOR

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
001-0210-407190 ✓	Chapter 19 Funding	(\$266.06) ✓

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000 ✓	Chapter 19 Expenses ✓	\$266.06



9-10-19
Date Signed

Elections
Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

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

Approved by County Auditor's Office:





CERTIFICATION OF ADDITIONAL REVENUE

**Ellis County
Auditors Department**

DATE: 9/12/18

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Additional Revenue Received

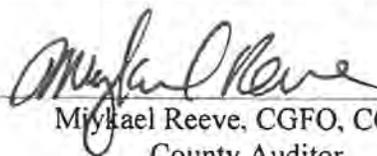
Chapter 19 Funding 2166-06

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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, CGFO, CGFM
County Auditor

F5

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

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

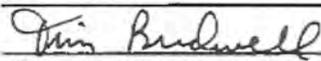
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50802	Equipment	\$200.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50831	Uniform	\$200.00

Tim Birdwell


Signature of Department Head

9/9/2019
Date Signed

Ellis County Fire Marshal
Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

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

Approved by County Auditor's Office: _____

F6

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
001-0020-508080	AUTO GAS	\$ 400.00
001-0020-508090	AUTO REPAIR	\$ 400.00
001-0020-507070	BURGLAR ALARM	\$ 700.00
001-0020-507050	ELEVATOR	\$ 150.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0020-508580	CUSTODIAL	\$ 300.00
001-0020-508150	UNIFORMS	\$ 225.00
001-0020-508670	C/H LAWN CARE	\$ 300.00
001-0020-507020	REPAIRS	\$ 775.00

Keith Roberts
Signature of Department Head

9/16/19
Date Signed

MAINTENANCE
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:

Michael P...

F7

RECEIVED

SEP 16 2019

ELLIS COUNTY AUDITOR

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

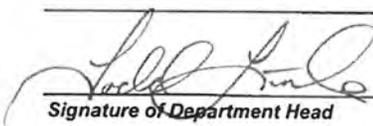
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-508190 ✓	Computer	275

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-508010 ✓	Supplies ✓	275



Signature of Department Head

9/13/2019

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:



F8

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM BUDGET ADJUSTMENT

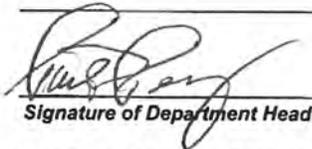
I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-508070	FM3 General/Misc	\$10,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-509090	FM3 Repairs/Parts	\$10,000.00


Signature of Department Head

9-16-2019
Date Signed

9/16/2019

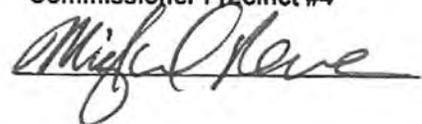
Road & Bridge #3
Department

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

APPROVED THIS ____ DAY OF _____, 2019

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

Approved by County Auditor's Office:



F9

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
001-0613-508100	TIRES	1,000.00
001-0613-508010	SUPPLIES	640.00
001-0613-508090	AUTO REPAIRS	200.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0613-508020	EQUIPMENT	1,045.00
001-0613-508190	COMPUTER	120.00
001-0613-508210	UNIFORMS	675.00

Curtis Polk
Signature of Department Head

9/18/19
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:

Michael Rene

F10

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
001-0060-50703	Telephone	\$200.00
001-0060-50808	Auto Gas	\$100.00
001-0060-50810	Tires	\$375.00
001-0060-50873	Office Equip Maint Rps	\$300.00
	TOTAL	\$975.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-50802	Equipment	\$200.00
001-0060-50805	Conference	\$75.00
001-0060-50809	Auto Repairs	\$700.00
	TOTAL	\$975.00

Digitally signed by Alberto Mares, AICP, OR
Date: 2019.09.17 13:30:35 -05'00'

Signature of Department Head

9/16/2019

Date Signed

Department of Development
Department

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

APPROVED THIS _____ DAY OF _____, 2019

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

Approved by County Auditor's Office:



CONSENT AGENDA ITEM NO. SP1

Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Simplified Plat – Arrowhead Meadows
Parcel ID – 231890

LEGAL CAPTION:

Consider & act upon a simplified plat of Arrowhead Meadows. The property contains ± 11.892 acres of land in the W. Harmoning Survey, Abstract No. 536, located on the west side of Arrowhead Road, ± 2,760 feet southwest of the intersection of FM 1446 and Arrowhead Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Dennis Little



PURPOSE:

The applicant is requesting to plat ±11.892 acres of property into two (2) lots for residential use.



HISTORY:

The City of Waxahachie on approved this plat on August 5, 2019. No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The 2007 Plan classifies Arrowhead Road as a new minor arterial road, requiring right-of-way dedication of 80-100 feet. This plat indicates a called right-of-way of 120 feet, exceeding the minimum per the County's Thoroughfare Plan.

Water Provider:

Buena Vista-Bethel SUD will provide service to this lot with a 12-inch line currently located on the property.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP



-96.943203 32.352027 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 9/9/2019 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



CONSENT AGENDA ITEM NO. SP2

Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Simplified Plat – Breezy Meadows
Parcel ID – 201198

LEGAL CAPTION:

Consider & act upon a simplified plat of Breezy Meadows. The property contains ± 10.011 acres of land in the E. Balch Survey, Abstract No. 89, located on the south side of Broadhead Road ± 2,640 feet east of the intersection of Broadhead Road & Spring Grove Drive, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

William and Virginia Jilbert



PURPOSE:

The applicant is requesting to plat ± 10.011 acres of property into two (2) lots for residential use.



HISTORY:

The City of Waxahachie approved this plat on August 19, 2019. No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The 2007 Plan classifies Broadhead Road as an existing minor arterial road. This plat shows a right-of-way dedication of 30 feet, satisfying the County's requirement.

Water Provider:

Rockett SUD will provide service to the proposed lots via a 6-inch line located along Broadhead Road that meets domestic service requirements per TCEQ guidelines.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

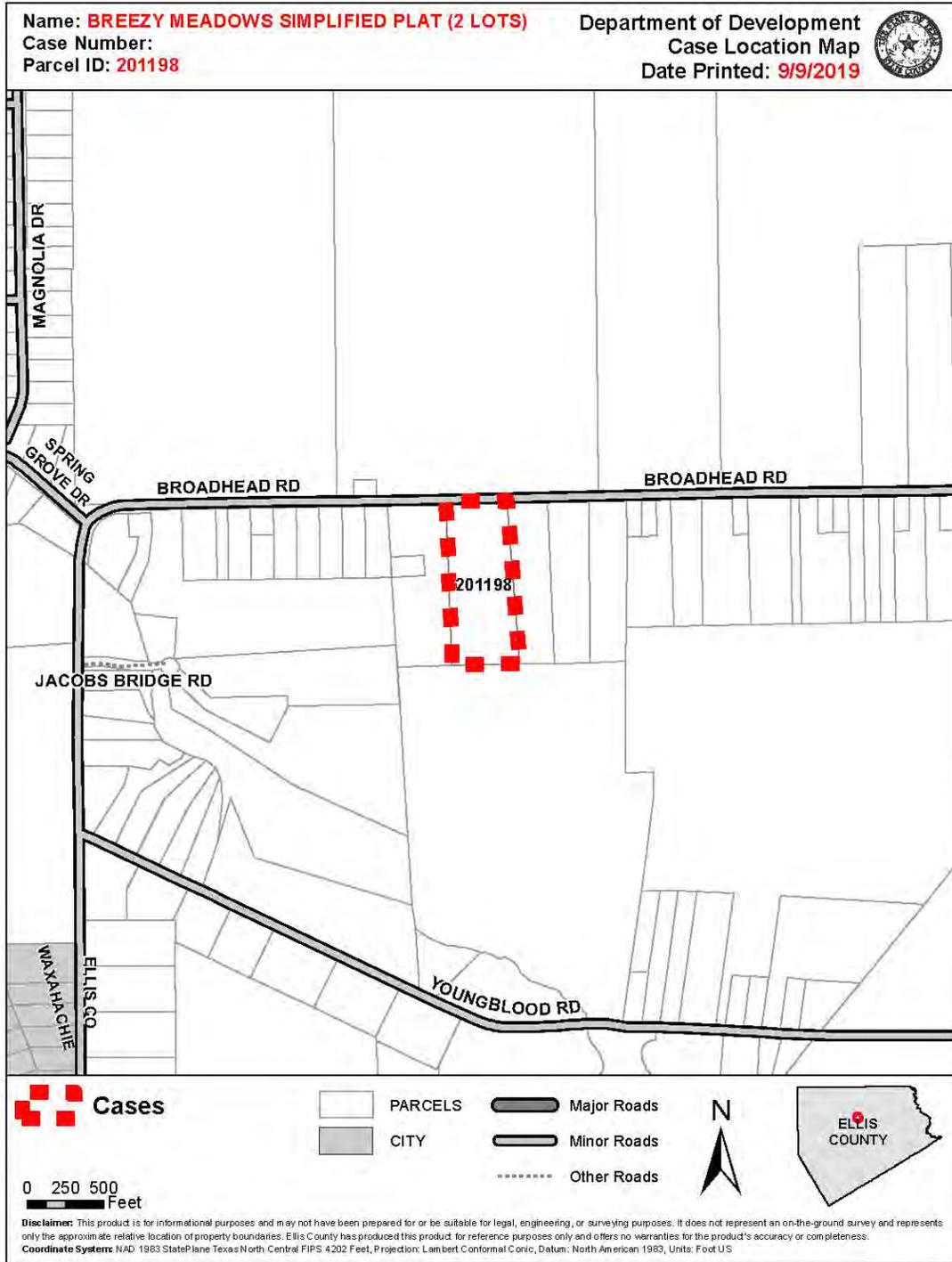


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP



-86.790689 32.418481 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 9/9/2019 G:\GISMap\Templates\Ellis County Layouts\11 DOD\OD Case Location.mxd



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 - PLAT

Plat map showing Lot 1 (7.736 Acres) and Lot 2 (2.000 Acres) with various survey details, bearings, distances, and notes. Includes a north arrow, scale, and a list of notes regarding easements and survey procedures.



AGENDA ITEM NO. PH-1
Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

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LEGAL CAPTION:

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- ✓ **Resident Steering Committee Meetings** – Three (3) meetings
October 4 & December 6, 2018, and April 24, 2019



- ✓ **Town Hall Meetings** – Three (3) additional* town hall meetings for increased citizen participation - *May 7, 2019, May 8, 2019, May 15, 2019*
- ✓ **Public Hearings @ Commissioners’ Court** – Two (2) meetings – *September 24, 2019, October 8, 2019*
*approved by Court in December 2018.



OTHER RELEVANT INFORMATION:

Both public meetings were advertised in the Waxahachie Daily Light on Friday, September 13, 2019.

Staff would like to thank the Ellis County Commissioners’ Court for their invaluable input and generous support during this process. The Master Thoroughfare Plan is vital to preserving Ellis County’s current infrastructure while identifying key areas of opportunity for growth and project management that the community helped identify.



ATTACHMENTS:

- 1) Amended Thoroughfare Plan with map (delivered under separate cover)



RECOMMENDATION:

No action is required at this time.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Preliminary Plat – Bella Vista
Parcel ID – 191729

LEGAL CAPTION:

Consider & act upon a preliminary plat of Bella Vista. The property contains ± 40.730 acres of land in the Henry Taylor Survey, Abstract No. 1099, located on the north side of FM 875 ± 1,622 feet west of the intersection of Skinner Road and FM 875, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



APPLICANT:

Venture Logistics, LLC



PURPOSE:

The applicant is requesting to subdivide ± 40.730 acres of property into 32 residential lots. Each proposed lot is a minimum of one acre.



HISTORY:

The City of Midlothian approved this plat on August 20, 2019. No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The current thoroughfare plan classifies FM 875 as a major arterial road, calling for right-of-way dedication of 150 feet. Currently, FM 875 has an existing right-of-way width of 80 feet. This plat shows an additional dedication of 35 feet, satisfying the right-of-way requirement per the thoroughfare plan.

Water Provider:

Sardis Lone Elm WSC will provide service to this subdivision with a proposed 20-inch line along the north side of the property.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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☎: 972-825-5200
🌐: co.ellis.tx.us/dod



RECOMMENDATION:

Staff recommends approval of this request, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

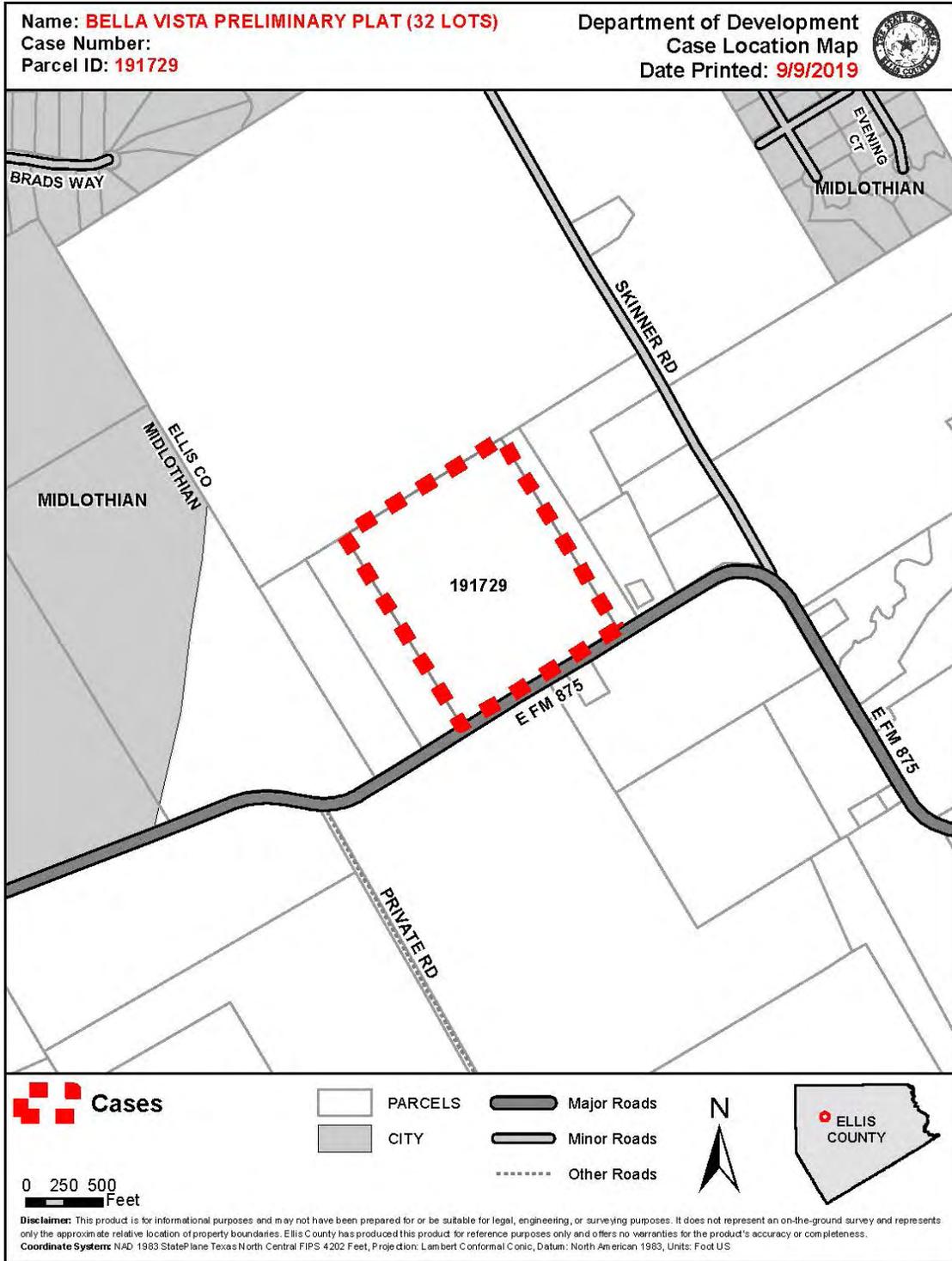


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP





CONSENT AGENDA ITEM NO. 1.2

Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Preliminary Plat of Sagebrush Addition
Parcel ID – 177540

LEGAL CAPTION:

Consider & act upon a preliminary plat of Sagebrush Addition. The property contains ±93.032 acres of land in the Mary Powers Survey, Abstract No. 843, located on the east side of Longbranch Road ± 3,000 feet south of the intersection of FM 1387 and Longbranch Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



APPLICANT:

Harlan Properties, Inc.



PURPOSE:

The applicant is requesting to subdivide ± 93.032 acres of property into 67 residential lots and one (1) detention pond lot. Each proposed lot is a minimum of one acre.



HISTORY:

The City of Midlothian approved this plat on August 20, 2019. No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are two (2) thoroughfares, both on the City's Thoroughfare Plan, located within the boundaries of this proposed subdivision:

- **Longbranch Road** is classified as a minor arterial. The plat shows a sixty (60) feet of right-of-way dedication upon acceptance of the final plat. The City of Midlothian maintains this portion of Longbranch Road.
- **Hayes Road** is classified as a minor arterial road. Seventy (70) feet of right-of-way dedication is proposed upon acceptance of the final plat. The City of Midlothian maintains Hayes Road west of Longbranch Road. The County will maintain Hayes Road east of Longbranch Road, upon acceptance by the County.

Water Provider:

Sardis Lone-Elm WSC will provide service to the Sagebrush Addition Subdivision.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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

- 1) Applicant shall submit a utility endorsement form from Sardis Lone-Elm WSC or a copy of hydrology study confirming availability of utilities for the subdivision.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

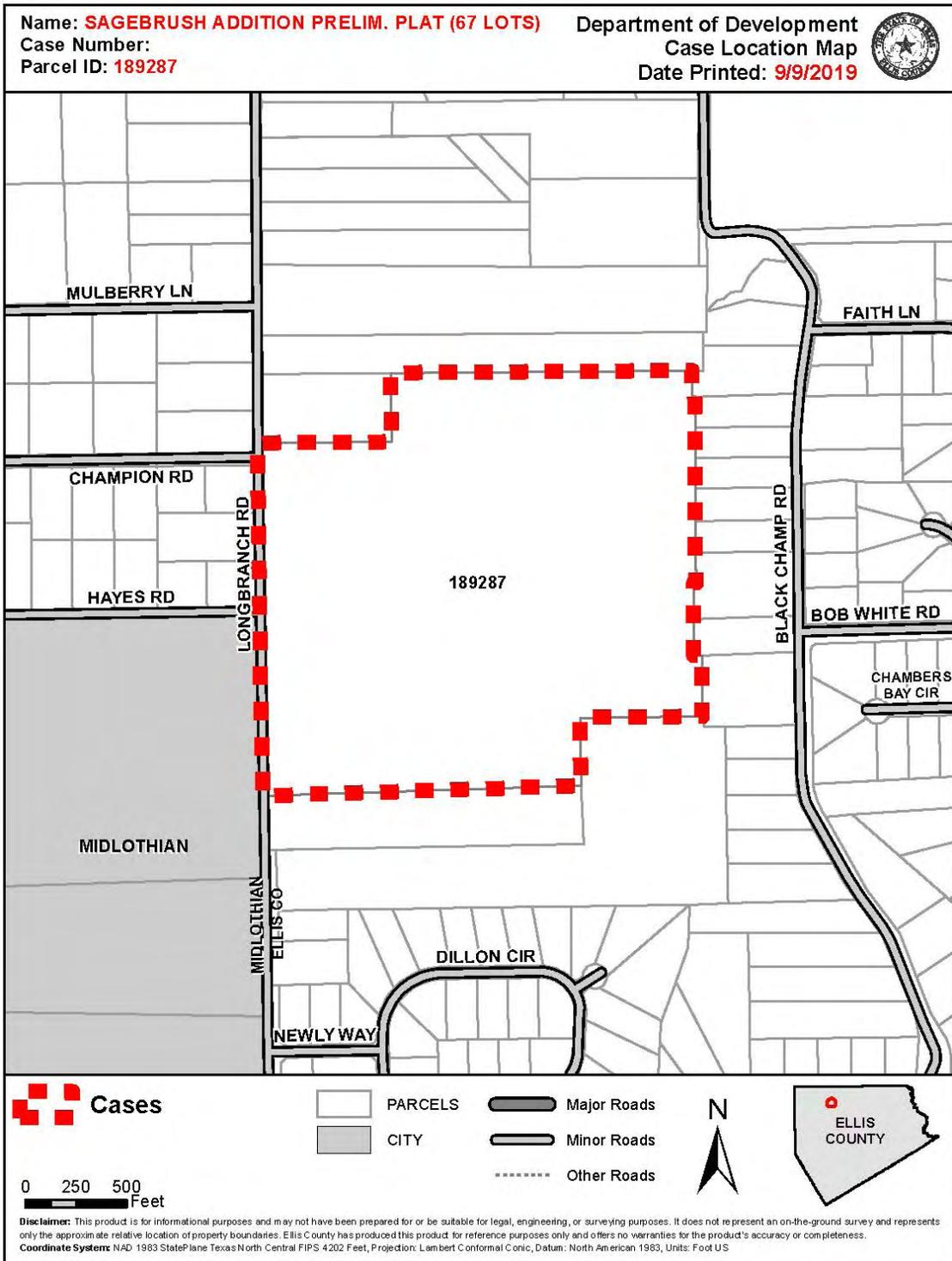
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☎: 972-825-5200
🌐: co.ellis.tx.us/dod

ATTACHMENT NO. 1 – LOCATION MAP

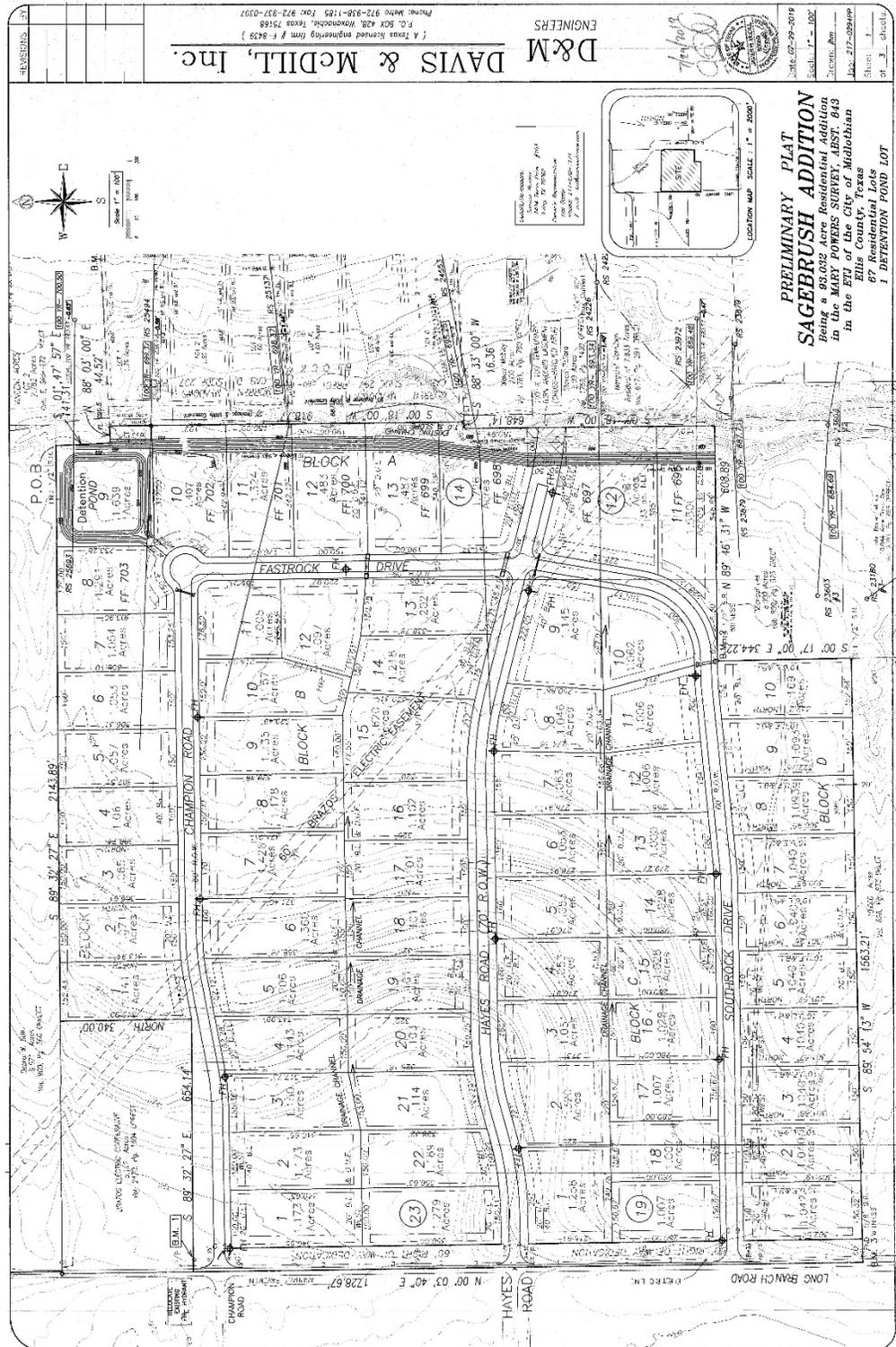


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ATTACHMENT NO. 2 – SAGEBRUSH ADDITION PRELIMINARY PLAT





AGENDA ITEM NO. 1.3

Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Final plat of Prairie Ridge Phase 2C.

LEGAL CAPTION:

Consider and act upon a request for a final plat of Prairie Ridge, Phase 2C. The property contains ± 27.399 acres of land in the John Stewart Survey, Abstract No. 961, located at the intersection of U.S. Highway 287 and Prairie Ridge Boulevard, in the extraterritorial jurisdiction (ETJ) of the City of Grand Prairie, Road & Bridge Precinct No. 4.



APPLICANT:

PRA Prairie Ridge Development Corp.



PURPOSE:

The applicant wishes to subdivide this property into eighty-eight (88) residential lots and three (3) non-residential lots.



HISTORY:

Although the Prairie Ridge subdivision is in the ETJ of the City of Grand Prairie, a special district created by both Ellis County and Johnson County governs this area.

The Commissioners' Court approved Fresh Water Supply District No. 1 on August 26, 2004. The City of Grand Prairie, Prairie Ridge, the Board of Directors of both the Ellis County and Johnson County Fresh Water Supply Districts signed a Developer's Agreement between August and November 2005. That agreement gave the City of Grand Prairie exclusive jurisdiction over "*subdivision, plats, and development permits with respect to the Land*" if the execution of an amended interlocal agreement was signed within 60 days of this agreement. To date, no such document exists for this subdivision. The existing interlocal agreement between Ellis County and the City of Grand Prairie requires approval from both entities.

The Commissioners' Court approved variances for this development for the following items listed below at its meeting on September 22, 2008. The minimum lot sizes were spelled out in the Developer's Agreement executed in 2005.

- 50-foot right-of-way with curb and gutter (County requirement is 60-foot right-of-way with bar ditch section).
- 1,000-foot spacing requirement between streets.
- 20-foot front building setback lines (County requirement is 40 feet).
- 6-foot side yard setback (County requirement is 10 feet).



- 15-foot utility easement along the front and 5-foot utility easement along the rear (County requirement is 20-foot utility easement along the front and rear of each lot).

The City of Grand Prairie originally approved the Prairie Ridge preliminary plat on September 8, 2008, and the Ellis County Commissioners’ Court approved the preliminary plat on October 13, 2008, however, those plat cases expired, and the more recent iteration of the project began in mid-2018.

The Commissioners’ Court approved previous plats for this subdivision on June 19, 2018, and December 18, 2018. The City of Grand Prairie approved the phase 2C final plat on August 5, 2019.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares shown within this proposed development.



ANALYSIS:

The freshwater district will service all the future infrastructure for this proposed subdivision (roads, water, sewer) through the City of Grand Prairie and meet all their requirements and standards. As this is the case, staff is currently finalizing an updated interlocal agreement with the City of Grand Prairie, and we anticipate bringing it forth for consideration and approval by Commissioners’ Court soon.

This plat meets all the requirements outlined in the adopted regulations described in the Developer’s Agreement and Ellis County regulations, where applicable along with the variances granted in 2008.



ATTACHMENTS:

1. Location Map
2. Final Plat (2 pages)



RECOMMENDATION:

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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

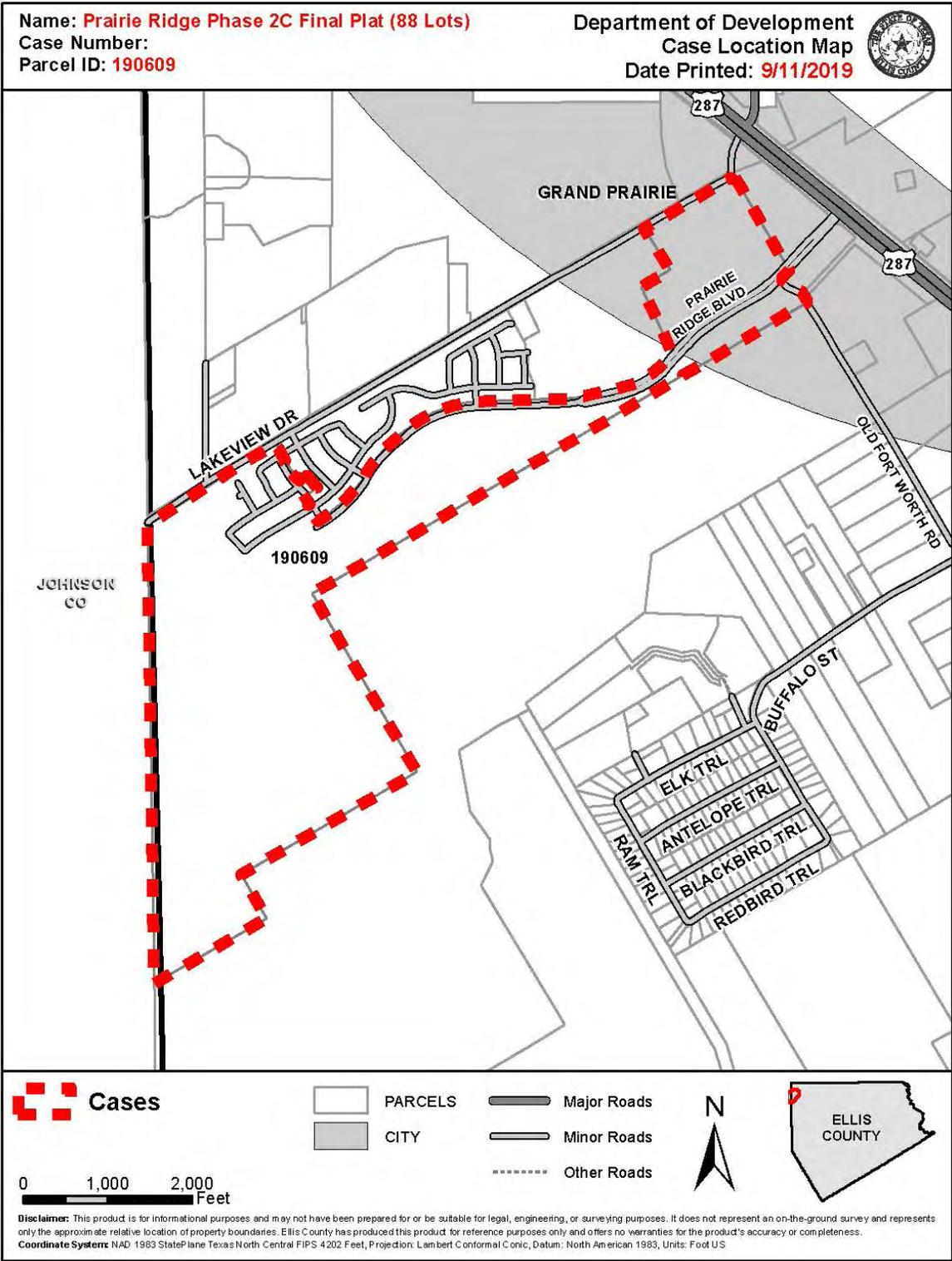


APPROVED AND PRESENTED BY:

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

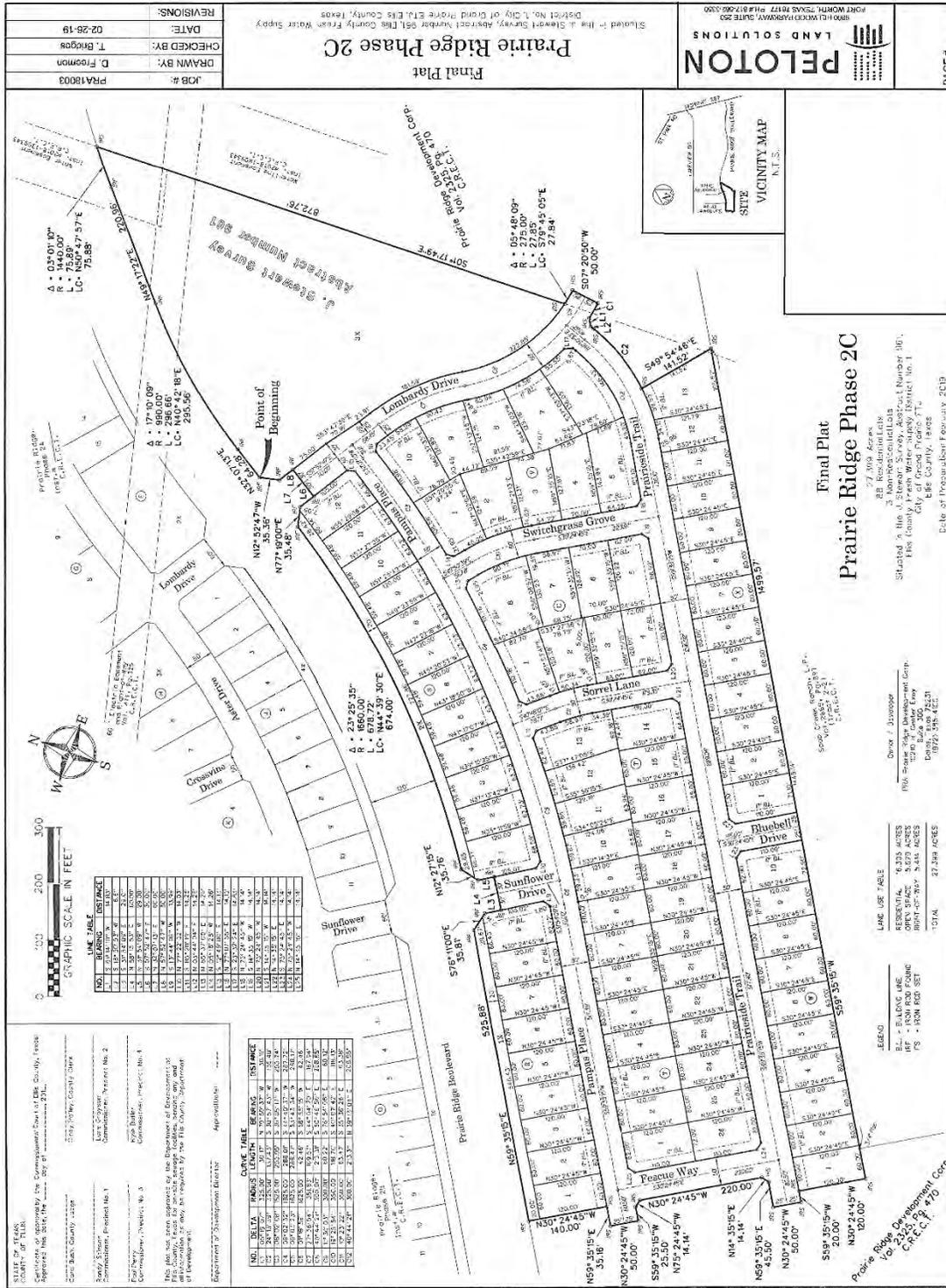


ATTACHMENT NO. 1





ATTACHMENT NO. 2 (Page 1 of 2)





AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Final Plat – Fuentes Ranch
Parcel ID – 138921

LEGAL CAPTION:

Consider & act upon a final plat of Fuentes Ranch. The property contains ± 1.24 acres of land in the C.H. Hurst Survey, Abstract No. 456, located on Patrick Road ± 2,760 feet from Cardiff Lane, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT:

Liliana Sandoval



PURPOSE:

The applicant is requesting to plat one (1) lot for residential use. No other subdivision history exists on this property.



HISTORY:

The City of Waxahachie accepted this plat on September 4, 2019. The City has not acted on this plat. No other subdivision of property exists on this site.

Due to House Bill 3167, the County's 30-day clock started the day the City received the application. Based on a 30-day approval turnaround, the County has until October 4 to act on this plat. The only Commissioners' Court meeting before this date is September 24. The next one is October 8, four (4) days past the 30-day mark. With no Court meeting scheduled on that day, this is the latest the County can approve the plat and still comply with current state law.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

There are no thoroughfares shown in the vicinity of the property based on the current 2007 Thoroughfare Plan.

Water Provider:

Rockett SUD will provide service to the proposed lot via a 16-inch line located along that meets domestic service requirements per TCEQ guidelines.



ANALYSIS:

After reviewing the plat, staff does not feel this plat is ready for approval or be approved with conditions as there are still many outstanding issues that have yet to be addressed or verified due to the short review time staff had with this plat. Below is a brief timeline that highlight staff's concern over the continued plat review process with the existing interlocal agreement.

- September 4 – City receives plat application
 - County 30-day clock starts
 - County has to act on this plat by no later than by Friday, October 4
 - The available Commissioners' Court dates around this deadline is September 24 (20 days after initial submittal) or October 8 (34 days after initial submittal).
- September 9 – The County officially received the plat from the City, five (5) days after the City first received it, which further reduced the County review time
- September 13 – Comments due back to the City
- September 16 – City sends comments to the applicant, including County comments
- September 17 – County staff reports due for the September 24 Commissioners' Court meeting. No idea of whether comments have been addressed.
- September 24 – County has to act on this plat at this meeting or schedule a special-called meeting before October 4 to comply.

As you can see based on the above timeline, this will require the County to act on the plat before the City does to comply with state law and it avoids the County having to refund one-half of the plat fee. Staff does not want to recommend approving plats with this amount of outstanding revisions as it cannot guarantee that the comments will be addressed timely or in their entirety as the application did not originate with the County.

Although this is not an ideal situation for the applicant or County, staff feels disapproval of this plat is the best course of action to protect the County and comply with state law. Any inaction by the Court at this meeting (unless a special-called meeting is scheduled) will result in automatic approval of this plat with all the outstanding issues and refund of one-half the plat application fees. State law requires reasons for disapproval be included in any action.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **disapproval** without prejudice of this request, due to the following reasons:



DEPARTMENT OF DEVELOPMENT
Ellis County

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☎: 972-825-5200

🌐: co.ellis.tx.us/dod

1. Update plat name to provide the correct name (misabeled as Jackson Addition) and revise plat type in title block to reflect a final plat for the County.
2. Patrick Road is not labeled. Label Patrick Road on the plat.
3. Add Base Flood Elevation (BFE) to plat.
4. The building lines and setbacks are missing; label them accordingly on the plat.
5. Update the owner's name.
6. Update owner's dedication language (see sample plat or website for exact wording).
7. Add signature block for Commissioners' Court (see sample plat or website for exact wording).
8. The OSSF statement is missing on the plat. Add the statement along with the Department of Development Director signature line for (see sample plat or website for exact wording).
9. Add ROW dedication acreage.
10. Label the Point of Commencement, as referenced in the metes and bounds description. It does not correspond to the plat drawing.
11. Remove box directly above title block.
12. Plat will only be accepted on an 18x24 sheet as the County Clerk will not receive a plat in any other size, even for non-recording purposes.
13. Provide a letter of release or approval from the County Engineer's Office.
14. Pay the County plat application fee.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

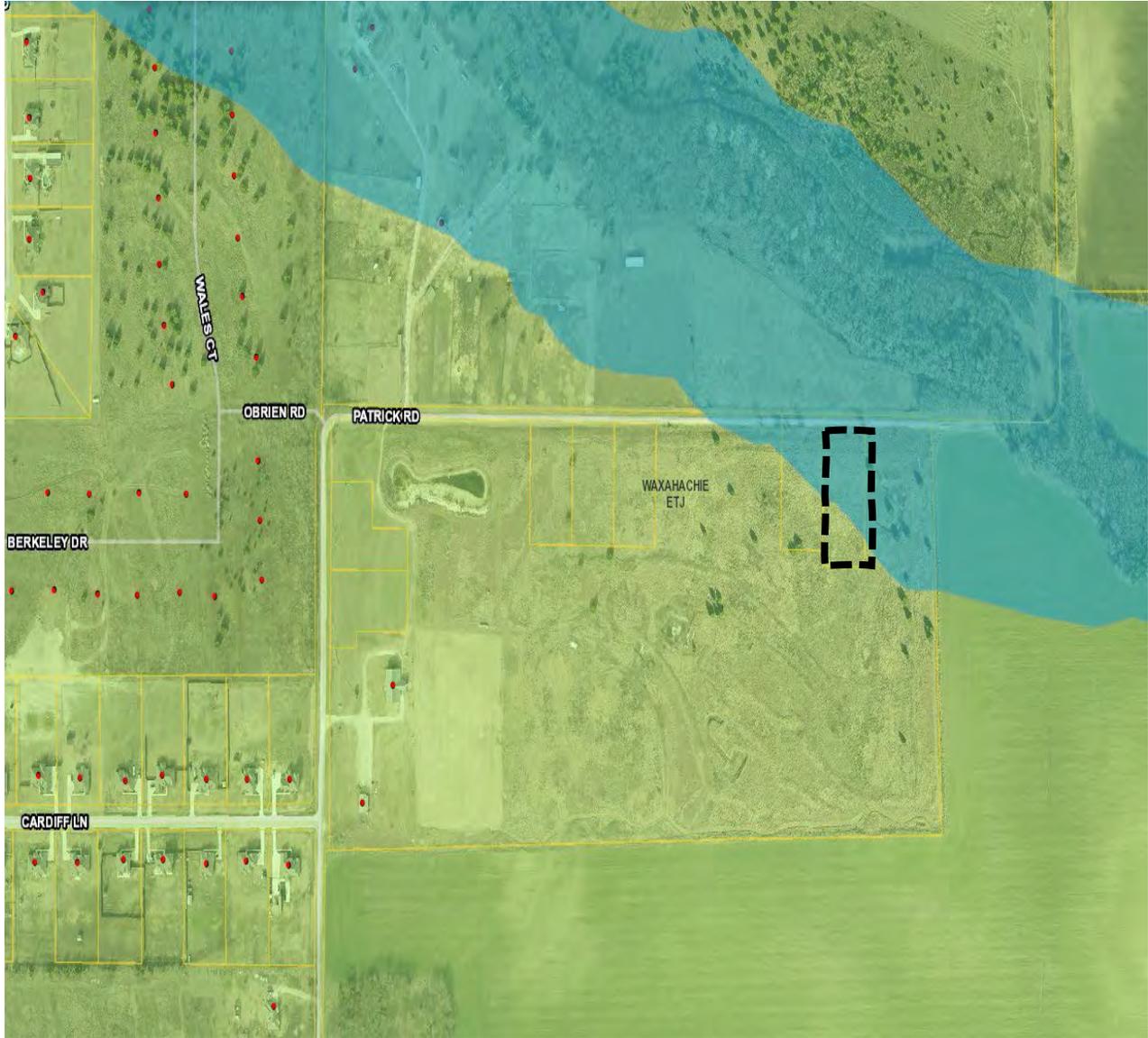


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP



 **Subject Property**



DEPARTMENT OF DEVELOPMENT
Ellis County

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co.ellis.tx.us/dod

ATTACHMENT NO. 2 - PLAT

Legal plat document for 'MINOR PLAT LOT 1 JACKSON ADDITION'. Includes owner information (Andrew Jackson), surveyor information (Burns Surveying), and a detailed site plan showing lot boundaries, easements, and utility lines. The plat is for a 1.20-acre lot in the City of Waco, Texas.



AGENDA ITEM NO. 1.5

Ellis County Commissioners' Court
September 24, 2019



SHORT TITLE:

Accept a drainage bond for drainage for Ike Farms Subdivision.

LEGAL CAPTION:

Consider and act upon a request to accept a drainage bond No. 323701 in the amount of fifty thousand dollars (\$50,000.00) for Ike Farms, issued by NGM Insurance Company. The property contains a total of ± 19.483 acres of land in the T. Jackson Survey, Abstract No. 574 located at the southwest corner of Ike Road and FM 878 in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT(S):

122 IkeRd, LLC



PURPOSE:

The applicant is requesting the County accept a bond for drainage for Ike Farms, Phase 1. The Commissioners' Court approved a final plat for this 16-lot subdivision at its meeting on May 7, 2019. The amount of the drainage bond is \$50,000. The bond guarantees that the applicant shall maintain and repair all defects due to faulty workmanship or materials, which may develop during a period of twelve months (12) from September 5, 2019 the date of completion and final acceptance of said work until the expiration date of September 5, 2020 for all drainage structures or drainage improvements during the construction of Ike Farms, Phase 1.



ANALYSIS:

The drainage plan submitted for Ike Farms meets current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to accept Bond No. 323701 in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00).



ATTACHMENTS:

1. Copy of Proposed Bond
2. Draft Order
3. Exhibit A - Final Plat as approved by Commissioners' Court on May 7, 2019



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



DEPARTMENT OF DEVELOPMENT
Ellis County

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



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – COPY OF MAINTENANCE BOND (2 Pages)

Bond #323701

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, 122IkeRd, LLC as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Fifty thousand & no/100 Dollars (USD) **(\$50,000.00)**, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 5th day of September, 20 19.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 5th day of September, 20 19 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, 16 lot Residential Development on Ike Rd, Waxahachie, TX, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 122IkeRd, LLC shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from 9/5/2019 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

Timothy N. Cummings
PRINCIPAL(S)

Sheri R Allen
SURETY

Timothy N. Cummings
PRINTED NAME

Sheri R Allen
PRINTED NAME

Managing Member
TITLE

Attorney-in-Fact
TITLE



DEPARTMENT OF DEVELOPMENT
Ellis County

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



POWER OF ATTORNEY

06-03048690

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Bret Tomlinson, Sheri R Allen, David Oxford, Steven Lott, _____ Sherrel Breazeale, Peggy Hogan _____**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox
Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philpot



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 5th day of September 2019.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



ATTACHMENT NO. 2

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 24th day of September 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
- Paul Perry, Commissioner, Pct. 3
- Lane Grayson, Commissioner, Pct. 2
- Kyle Butler, Commissioner, Pct. 4

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ACCEPTING BOND NO. 323701 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) FOR IKE FARMS SUBDIVISION PHASE I, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND 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, AS PRESENTED.

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

WHEREAS, “Development Regulations,” Section VII (A) (2) (Performance Guarantees) states, “infrastructure is built according to the established regulations and any other required conditions set forth in the plat.”; and,

WHEREAS, “Development Regulations,” Section VII (B)(1) states “Prior to construction and to ensure roads, streets, signs, and underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations,”; and,

WHEREAS, “Development Regulations,” Section VII (C) (3) states, “The bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office”;



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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners' Court finds that the proposed Bond satisfies the criteria outlined in Section VII of the adopted Development Regulations apply and hereby accept Bond No. 323701 issued by NGM Insurance Company in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for Ike Farms Subdivision Phase I, located in the ETJ of the City of Waxahachie, Road and Bridge Precinct No. 1.

SECTION 2. CONFLICTS.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 24TH DAY OF SEPTEMBER 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



RFP 2016-002

Comprehensive Medical Inmate Services

Will be expiring on September 30, 2019

Renewal Effective Dates

October 1, 2019 – November 30, 2020

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

Wellpath

Date September 4, 2019

Authorized Representative

Date _____

Todd Little, County Judge

Date _____

County Clerk, Attest



August 20, 2019

Sheriff Charles Edge
Wayne McCollum Detention Center
300 S. Jackson
Waxahachie, TX 75165

Re: Continued Inmate Health Care Services 2019-2020

Dear Sheriff Edge:

As the proud provider of medical services for Ellis County, Wellpath LLC (fka Correct Care Solutions, LLC) looks forward to renewing our commitment to provide quality health care in the upcoming year.

The current term of our agreement ends on September 30, 2019, and shall automatically renew on October 1, 2019 for the first of (3) three additional years. Pursuant to section 9.0.1 an increase shall be calculated using the Consumer Price Index-All Urban Consumers, U.S. City Average, Medical Care Services, this stands at 2.4% for February 2019. Application of this increase, revises the base compensation from **\$117,556.00** to **\$120,377.34** monthly / **\$1,444,528.08** annually.

If acceptable to the County, please forward a signed copy to Stephanie Parkinson, Partner Services Specialist, at sdparkinson@wellpath.us. Upon receipt of the signed letter, our Legal department will draft a contract amendment reflecting these changes, and route to the appropriate individuals for signature. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through end of contract period.

Should you have any questions or concerns, please do not hesitate to contact David Jordan, Regional Director of Operations, at 405-924-3635.

Warm regards,

Andrew Small
Regional Vice President, Operations

Cc: David Jordan, Regional Director of Operations
Adolfo Cisnero, Senior Director of Partner Services

Inmate Medical
Renewal.
1. Vance Review
2. Award at 7/24 cc





The undersigned is authorized by Ellis County to accept the aforementioned terms.

Authorized Ellis County Representative

Date Signed

Print Name

Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.



FOOD SERVICE MANAGEMENT AGREEMENT**BETWEEN****CORRECTIONAL FOOD SERVICES GP, INC.****AND****ELLIS COUNTY**

THIS AGREEMENT, dated as of September 24, 2019, is made and entered into this day by and between the Ellis County, Texas for and in the name of the Ellis County Judge and on behalf of the Ellis County Sheriff's Office (hereinafter called the "*Client*" or "*Sheriff*"), and Correctional Food Services GP, Inc., a Texas corporation formed and existing under the laws of the State of Texas, with its office and place of business located at 10830 North Central Expressway, Ste. 134, Dallas, Texas 75231 (hereinafter referred to as "*CFS*").

WITNESSETH

The parties agree and obligate themselves and successors and assigns as follows:

1. **Term:** The terms of this Agreement shall commence upon the earlier of the following: (a) the 1st day of October, 2019; or (b) the day that CFS provides services to Client in accordance with the provisions of this Agreement ("*Commencement Date*", and shall continue for a period of three (3) years following the Commencement Date, unless earlier terminated in accordance with the provisions contained in Section 3, below ("*Termination Date*"). This Agreement may be renewed for a period not to exceed three (3) years at the mutual option of the parties hereto.
2. **Termination:** Either party may terminate this Agreement with or without cause by giving sixty (60) days written notice to the other party of its intention to terminate this Agreement at the end of such sixty (60) days.
3. **Notice:** Any notice required or permitted to be given shall be in writing and shall be mailed by registered mail or personally delivered. A notice shall be deemed to be given three (3) days after it is mailed or upon receipt if personally delivered. Any notice to CFS shall be addressed to: Brian Hanson, President, Correctional Food Services, 10830 North Central Expressway, Ste. 134, Dallas, Texas 75231; and in the case of the Client to: Purchasing Department, 101 West Main Street, Suite 203, Waxahachie, Texas 75165. Either party may change its address by giving three (3) days written notice to the other party.
5. **Exclusive Right and Use of Facilities:** CFS shall have the exclusive right to occupy and operate during the terms of this Agreement the food service facilities of the Client, including the exclusive use of the kitchens, dining rooms, service and storage rooms, as

well as auxiliary furnishings, dishes, silverware, linens, and other dining room and kitchen equipment owned by the Client (the "*Food Service Facilities*"). CFS shall use the Food Service Facilities for the purpose of preparing and serving meals to persons designated by the Client, and for no other purpose, except as may hereinafter be provided.

6. **Obligations of CFS:** CFS shall be responsible for the operation of the Food Service Facilities including: (a.) performing all buying and record keeping functions; (b.) training a food service director, assistant food service director and any other food service supervisors; (c.) furnishing such supervisory personnel as may mutually be agreed to from time to time between Client and CFS for purposes of establishing and maintaining the operation at a high standard; (d.) instituting reliable food cost control methods; and (e) otherwise furnishing all equipment, supplies, and foodstuffs, except as provided herein, to provide full food services for inmates and officers of the Client that meet all state and federal health and nutritional regulations for inmate meals.

CFS shall maintain the Food Service Facilities in a sanitary condition and shall at the termination of this Agreement surrender the Food Service Facilities to the Client in as good condition as now, ordinary wear and tear excepted. CFS shall not be liable to the Client in any way for damage to the Food Service Facilities caused by reason of fire or other hazard, unless caused by the negligence of CFS or any of its employees, agents or representatives, or by the reason of an act of God. CFS shall not be responsible for the purchase of new equipment or for the cost incurred in the repair of the Food Service Facilities except for repairs necessitated by negligence or willful misconduct of CFS, or any of its employees, agents, or representatives.

7. **Obligations of the Client:** The Client shall be responsible for: (a) providing and furnishing the Food Service Facilities; (b) providing for the proper repair and maintenance of the Food Service Facilities, including plumbing, wiring, or equipment, through its own maintenance staff or by hiring an outside service; (c) replacing, as necessary, any part of the Food Service Facilities; (f) maintaining the Food Service Facilities in accordance with all laws, regulations, orders, directives, statutes, and other rules of any federal, state, or local government bureau or department applicable to the Food Service Facilities; (g) providing for any and all real or personal property tax (h) maintaining adequate fire and hazard insurance on the Food Service Facilities; (i) providing and furnishing CFS with a suitable office for the exclusive use of CFS and its managers; and (j) providing such inmates for CFS personnel purposes as are mutually agreed from time to time by CFS and Client.
8. **Client's Right to Inspect:** CFS shall operate the Food Service Facilities in a manner reasonably satisfactory to the Client. The Client shall have the right to inspect the Food Service Facilities, and the preparation and service of the meals therein, to determine if such are being operated in a safe, sanitary, and proper manner.
9. **Compliance with Regulations:** CFS shall comply with all laws, ordinances, regulations, orders, directives, statutes, and other rules of any federal, state, or local government bureau or department applicable to the preparation and serving of food.

CFS's employees and agents shall also comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws.

10. Ownership of Inventory: CFS shall maintain title to all inventories purchased by CFS. CFS will order food and supplies and shall be entitled to utilize its national account or other vendor systems. In the event any vendors extend to CFS any credits or allowances which are exclusively related to the Client's operation of the Food Service Facilities or if CFS receives national account credits from the Client's national account vendors (if any), such credits or allowances shall be passed on to the Client. In the event any of CFS's national account or other vendors extend to CFS any company-wide credits or allowances, including, without limitation, any early payment discounts or volume allowances, CFS shall be entitled to retain such credits or allowances. The Client may specify a local vendor from which it prefers CFS to purchase such food and supplies and CFS shall use such vendor; provided, however, any increase in the price of such food and supplies resulting from the use of such vendor shall be the sole responsibility of the Client and the Client shall pay the same.

11. Proprietary Information: During the term of this Agreement, the Client acknowledges that it may acquire or obtain access to proprietary information or materials (the "*Proprietary Items*") of CFS. Proprietary Items are defined as confidential information or materials related to the business of CFS which include, but are not limited to, trade secrets, signage, trademarks, logo, trade dress (including product package design), symbols, slogan emblem, computer software, recipes, diet manuals, videotapes, technical and nontechnical data related to the operations, methods, techniques, processes, finances, existing and future products, actual or potential customers and suppliers, procedure and/or personnel manuals, and any information which has been disclosed to CFS by a third party which CFS is obligated to treat as confidential.

To the extent allowed by Texas law, All Proprietary Items are confidential to and are and will remain the sole and exclusive property of CFS. In the event the Client receives, obtains access, or otherwise is exposed to any Proprietary Items, the Client will and shall cause its officers, employees, and agents to, (a) hold the Proprietary Items in trust and in strictest confidence, (b) not produce, use, distribute or otherwise disseminate the Proprietary Items except to the extent necessary to aid the performance of the services provided by CFS, and (c) otherwise use its best efforts to protect the Proprietary Items from disclosure.

Upon request by CFS and/or termination of this Agreement, the Client shall return all property belonging to CFS, including without limitation, all tangible materials containing or embodying Proprietary Items then in its custody, control, or possession.

12. Price Redetermination – Prospective; Increase in Costs:

(a) The price per meal stated in Exhibit A shall remain unchanged for a period of no more than one (1) year from the Commencement Date. Following the expiration

of this one (1) year firm pricing period, CFS and Client shall have the opportunity to mutually agree on price redeterminations; provided that Contractor shall at a minimum be permitted to price redeterminations that are at least equivalent to the Increase in CPI (as defined herein).

- (b) *“Increase in CPP”* shall be the percent change in the level of the Consumer Price Index for “All Urban Consumers, U.S. City Average, All Items,” issued by the Bureau of Labor Statistics of the United States Department of Labor (*“CPI”*) between the date the last prices were in effect and the date of the proposed change. The percent change in the level of the CPI is calculated by first determining the index point change between the two periods and then the percent change. The index point for the first period will be the Commencement Date. For purposes of determining the index point for the second period it shall be the date that CFS notifies Client that it desires to engage in a price redetermination in accordance with this provision.
 - (c) Notwithstanding anything contained in this Agreement to the contrary, any increase in costs to CFS resulting from a change in the policies or practices of the Client (including, but not limited to, equipment being inoperable, renovation, electrical failure), the Federal and/or State minimum wage laws, or any other federal, state, and/or local laws shall necessitate a proportionate increase in CFS’s charges to the Client. The Client agrees to all reasonable increased charges which are made in good faith by CFS as a result of such increased costs.
 - (d) Each redetermination of prices conducted in accordance with the foregoing provisions shall be documented in written amendments to this Agreement, signed by CFS and Client stating that the re-determined prices that will apply, and during what period such re-determined prices will apply.
13. **Insurance:** CFS shall maintain Workers' Compensation Insurance and Employers Liability covering CFS's employees with limits of \$100,000 per accident or to the extent provided by Louisiana law whichever is greater. CFS shall maintain Comprehensive General Liability, including premises/operation, independent contractors, personal injury, products/completed operation, and contractual liability/bodily injury with limits of \$1,000,000, \$1,000,000 for Property Damage or Combined Single Limit for Bodily Injury and Property Damage. Upon request of Client, CFS shall cause certificates of insurance to remain current and delivered to the Client.
14. **Indemnity:** The Client hereby releases, indemnifies and agrees to hold harmless CFS, it employees, representatives and agents from and against any loss, liability, claims, damages, costs, and expenses, including without limitation attorneys' fees, asserted by any third-party for claims or actions arising out of or as a result of the Client's negligence.

CFS shall likewise release, indemnify and agree to hold harmless the Client from and against any loss, liability, claims, damages, costs, and expenses, including without limitation attorneys' fees, asserted by any third-party for claims or actions arising out of or

as a result of CFS's negligence.

15. **Relationship of the Parties:** CFS shall at all times act as an independent contractor. No employee of CFS shall be deemed an employee of the Client, and no employee of the Client, including for purposes herein, managers or inmates that are permitted to work at the direction of Client, shall be deemed an employee of CFS. CFS and the Client shall have full responsibility for payment of wages and compensation to their respective employees and for compliance with all applicable federal and state payroll tax requirements with respect to their respective employees. CFS shall be solely responsible for the supervision of the food service employees in accordance with Equal Opportunity Laws, Executive Orders, and CFS and/or Client policies and procedures. CFS shall have sole control of the manner and means of performing its obligations hereunder.
16. **Equal Opportunity Employment:** CFS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or age, nor shall CFS discriminate against the handicapped, disabled, or veterans. CFS shall take affirmative action to ensure that, to the extent possible, eligible persons are employed, and that employees are treated, during employment, without discrimination because of their race, color, religion, sex, national origin, age, handicap, disability, or veteran status.
17. **Event of Default and Remedies:** In the event either party defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice thereof or five (5) days in the case of an obligation to pay money), then the non-defaulting party shall have the right, in addition to any other rights it may have, to terminate this Agreement without further notice. If the nature of the default is such that it may not be reasonably cured within thirty (30) days, the defaulting party shall not be in default if appropriate cure is commenced within ten (10) days and thereafter a cure is reasonably prosecuted to completion.
18. **Assignment:** Neither CFS nor the Client may assign or transfer this Agreement in whole or in part without the written consent of the other party. Such consent shall not be unreasonably withheld, conditioned or delayed. CFS shall have no right to sublet or underlet any portion of said Food Service Facilities.
19. **Method of Operation:**
 - (a) **Food and Supplies for the Food Service Operation:** CFS will order food and supplies necessary for the Client's food service operation. CFS will pay the vendors directly for such food and supplies.
 - (b) **Food Service Management Personnel:** CFS will provide adequate personnel on location for the Client's food service operation at such times as may be mutually agreed to from time to time by CFS and Client. CFS shall maintain Workers' Compensation Insurance covering such personnel.
 - (c) **Other Food Service Personnel:** Client shall provide inmate labor to reasonably

permit CFS to conduct its food operations consistent with the terms of this Agreement. Such managers and inmate personnel shall be employees or trustees of Client (as applicable) and shall be employed at Client's own expense, except as otherwise provided in the Proposal.

20. **Billing and Payment:** CFS shall bill Client weekly for the preceding accounting period's charges. Invoices shall be based on actual service performed and actual number of meals prepared for any such accounting period.

Payments made by the Client to CFS are due within thirty (30) days of receipt of invoice by Client. Unpaid invoices due to CFS will bear an interest charge of 7% per annum, or the maximum allowable by law if less, from due date until paid. The Client shall be responsible for all collection costs and attorney's fees incurred by CFS to obtain payment.

21. **Cash Sales:** All cash sales will be the property of CFS. CFS shall be responsible for collecting and remitting sales tax, if any, on applicable sales. The amount of cash collected by CFS less sales tax remitted by CFS will be shown as a credit on the invoice.

22. **Purchase of Inventory:** Upon termination of this Agreement, either at the Termination Date or the expiration of this Agreement, Client shall purchase from CFS the present inventory of food and supplies owned by CFS for use in the Client's food service operation at the cost price to CFS, or Client shall require new vendor to purchase CFS's inventory

24. **Governing Law:** CFS and Client agree that this Agreement shall be governed by the laws of the State of Louisiana without applying the rules governing conflict of law for that state.

25. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.

26. **Entire Agreement:** It is mutually agreed that this Agreement, the Proposal, and Exhibit A, set forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes all existing agreements between the parties concerning such subject matter. It is further agreed that no alterations or amendments shall be made to this Agreement unless they be in writing and approved by both parties.

27. **Order of Control.** Except as otherwise set forth herein, the terms and conditions of (a) the Proposal made by CFS to Sheriff in response to the RFP, and (b) the terms and conditions of the RFP submitted by the Ellis County Purchasing Department, including the Special Terms and Conditions made a part thereof, shall be incorporated herein by reference and shall be made a part of this Agreement. To the extent there is any conflict between the terms and conditions of this Agreement, the Proposal, and the RFP, this order of priority shall be first to the RFP, then to the Proposal, and finally to this Agreement.

28. **Governing Law; Venue.** This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement will be in the state district courts in Ellis County, Texas or the federal district courts in Dallas County, Texas.
29. **Other Representations.** CFS verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. CFS further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
30. **Authority.** CFS and the Client each represent that the person executing this Agreement, in duplicate, on their behalf has been duly and validly authorized to execute this Agreement on their behalf and that they have full power and authority under all applicable laws and their respective articles of incorporation, bylaws or governing instrument to enter into this Agreement and to perform their obligations hereunder.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CFS:

Correctional Food Services GP, Inc.

By: 
Benjamin M. Hanson
Chief Operating Officer

CLIENT:

Todd B. Little
County Judge, Ellis County, Texas*

EXHIBIT A

PRICING AND OTHER TERMS

Proposal for 2019-2020 Contract Year (Inmates and Trustees)

Number of Meals Per Serving Period	Price	% Increase since 2018-2019 Contract Year	Total % Increase since 2013-2014 Contract Year
1-325	\$ 1.151	3.00%	7.73%
326-450	\$ 1.125	3.00%	7.63%
451-600	\$ 1.102	3.00%	7.73%
601-700	\$ 1.076	3.00%	7.63%
701+	\$ 1.054	3.00%	7.63%

Officer Meals will be sold for \$3.00 per meal and will be consistent with home cooked diner experience.



Client Authorization to Bind Coverage

TO: Hibbs-Hallmark & Company

RE: Ellis County

Dear Lori:

After careful review of your insurance proposal dated October 1, 2019, we have decided to accept your proposal as presented.

Client Signature

Date

OR

After careful review of your insurance proposal dated October 1, 2019, we have decided to accept your proposal with the following changes:

Please have a binder issued and your invoice prepared for the agreed upon coverage at your earliest convenience.

Client Signature

Date

Ellis County Premium Summary

Trident - TX Association of Political Subdivisions		Trident - TX Association of Political Subdivisions	
Hibbs-Hallmark & Company		Hibbs-Hallmark & Company	
10-1-2018/ 10-1-2019		10-1-2019/ 10-1-2020	
Property	\$83,918	Property	\$96,377
	\$102,061,700		\$110,911,348
	\$5,000 Deduct		\$5,000 Deduct
	\$10,000 Wind/Hail Ded		\$10,000 Wind/Hail Ded
			(Value incr \$8,849,648)
General Liability Deductible	\$11,287	General Liability Deductible	\$12,898
	100/300/100		100/300/100
	\$0		\$0
Empl Benefits Deductible	Included	Empl Benefits Deductible	Included
	\$300,000		\$300,000
	\$1,000		\$1,000
Auto Liability Deductible	\$56,338	Auto Liability Deductible	\$63,057
	100/300/100		100/300/100
	\$2,500		\$2,500
# units	348	# units	364 (as of 7/24)
			(incr of 16 units)
Auto Phys Dmg Deductible	\$23,915	Auto Phys Dmg Deductible	\$31,194
	\$4,615,700		\$5,868,039
	\$2,500		\$2,500
			(Incr of \$1,252,339)
Inland Marine Deductible	\$7,884	Inland Marine Deductible	\$8,707
	Scheduled Equipment		Scheduled Equipment
	\$1,000		\$1,000
Total Value \$	\$7,983,910	Total Value \$	\$10,025,714
			(Incr of \$2,041,804)
Law Enforcement Deductible	\$95,767	Law Enforcement Deductible	\$113,005
	1,000,000/2,000,000		1,000,000/2,000,000
	\$10,000		\$10,000
Occurrence Form	5 more officers	Occurrence Form	5 more officers
Public Officials Deductible	\$19,710	Public Officials Deductible	\$24,521
	1,000,000/3,000,000		1,000,000/3,000,000
	\$10,000		\$10,000
Employ. Practices Deductible	Incl	Employ. Practices Liability Deductible	Incl
	1,000,000/2,000,000		1,000,000/2,000,000
	\$10,000		\$15,000 *change

Ellis County Premium Summary

Excess Liability	\$14,435	\$1,000,000 agg each Law, P Officials, EPLI	Excess Liability	\$17,191	\$1,000,000 agg each Law, P Officials, EPLI
Crime & Cyber Coverage	\$10,500	See Proposal page	Crime & Cyber Coverage	\$11,000	See Proposal page
Package		Crime Deduct \$5,000	Package		Crime Deduct \$5,000
	\$323,754	Cyber Deduct \$10,000		\$377,950	Cyber Deduct \$10,000



Ellis County
 The Historical Courthouse
 101 W. Main St., #203
 Waxahachie, TX 75165
 972-825-5117

COUNTY PROPERTY FY19

Loc#	Bldg#	Occupancy	Address	City	Values2 Building	Contents2 Contents	Total2
1	1	Sheriff/Jail	300 S Jackson	Waxahachie	\$43,000,000	\$2,492,600	\$45,492,600
1	2	Mechanical Screen Wall	300 S Jackson	Waxahachie	\$176,645	\$0	\$176,645
2	1	Offices; EXT, JP	701 S I35	Waxahachie	\$618,515	\$167,375	\$785,890
2	2	Communications Tower, Flag Pole	701 S I35	Waxahachie	\$13,905	\$0	\$13,905
3	1	Courthouse	101 W Main	Waxahachie	\$22,060,519	\$845,630	\$22,906,149
3	2	Property in the open	101 W Main	Waxahachie	\$235,664	\$0	\$235,664
4	1	Road/Bridge Prec #4	1011 Eastgate	Midlothian	\$281,808	\$84,975	\$366,783
4	2	10,000 Gallon Tanks and 1,000 Tanks	1011 Eastgate	Midlothian	\$160,577	\$0	\$160,577
4	3	Equipment Shed	1011 Eastgate	Midlothian	\$120,407	\$0	\$120,407
4	4	4000 Gallon Storage Dura Tank	1011 Eastgate	Midlothian	\$10,094	\$0	\$10,094
4	5	Emulsion Tank (100098)	1011 Eastgate	Midlothian	\$70,771	\$0	\$70,771
5	1	JP/Constable Prec #4 (Leased Bldg)	1150 N. Hwy 67	Midlothian	\$0	\$52,530	\$52,530
6	1	Sheriff Office - Greyhouse	133 Hoyt Rd	Maypearl	\$336,192	\$69,525	\$405,717
6	2	Maintenance Garage	133 Hoyt Rd	Maypearl	\$106,090	\$43,775	\$149,865
7	1	Road/Bridge Prec #3	203 MLK	Maypearl	\$325,274	\$56,650	\$381,924
7	2	1,000 Gallon Emulsion Tanks and 3 Fuel s	203 MLK	Maypearl	\$56,856	\$0	\$56,856
8	1	Road/Bridge Prec #3	933 S College	Italy	\$121,540	\$30,900	\$152,440
8	2	4,000 Gallon Emulsion Tank	933 S College	Italy	\$81,267	\$0	\$81,267
8	3	4000 Gallon Asphalt Tank (40058)	933 S College	Italy	\$10,094	\$0	\$10,094
8	4	4000 Gallon Emulsion Tank	933 S College	Italy	\$14,935	\$0	\$14,935
8	5	Equipment Shed PCT #3	933 S College	Italy	\$59,431	\$18,025	\$77,456
9	1	Road/Bridge Prec #2	1400 Oak Grove	Ennis	\$127,411	\$59,225	\$186,636
9	2	4,000 Gallon Emulsion Tank and 2,000 G	1400 Oak Grove	Ennis	\$101,970	\$0	\$101,970
9	3	Equipment Shed Prec #2	1400 Oak Grove	Ennis	\$19,364	\$32,960	\$52,324
9	4	Equipment Storage Shed	1400 Oak Grove	Ennis	\$74,984	\$7,725	\$82,709

Ellis County Property

10	1	Road/Bridge Prec #1	600 N Business 45	Palmer	\$156,972	\$51,500	\$208,472
10	2	Emulsion Tanks and Fuel Tanks	600 N Business 45	Palmer	\$182,207	\$0	\$182,207
10	3	North Equipment Shed	601 N Business 45	Palmer	\$77,971	\$0	\$77,971
10	4	South Equipment Shed	602 N Business 45	Palmer	\$41,303	\$23,175	\$64,478
10	5	Mobile Equipment Storage	603 N Business 45	Palmer	\$62,315	\$0	\$62,315
11	1	Repeater Hut	102 D E Crossmain	Milford	\$4,223	\$28,325	\$32,548
12	1	Repeater Hut	200 E. MLK Blvd.	Maypearl	\$4,223	\$25,750	\$29,973
13	1	Repeater Hut	5265 FM 660	Bristol	\$4,223	\$28,325	\$32,548
15	1	Adult Probation	202 Clift St.	Waxahachie	\$905,267	\$247,200	\$1,152,467
16	1	Tax Office	330 N 8th St.	Midlothian	\$0	\$51,500	\$51,500
17	1	Tax Office	101 Live Oak	Red Oak	\$0	\$12,875	\$12,875
18	1	Sub-Courthouse	207 E. Sonoma	Ennis	\$1,318,297	\$129,265	\$1,447,562
18	2	Fencing and Planters, Flagpoles, Exterior	207 E. Sonoma	Ennis	\$20,806	\$0	\$20,806
19	1	Courts Building	109 S. Jackson	Waxahachie	\$26,675,000	\$3,236,775	\$29,911,775
19	2	Property in the open	109 S. Jackson	Waxahachie	\$130,707	\$0	\$130,707
20	1	Sheriff Training Building	2722 FM 878	Waxahachie	\$599,666	\$333,720	\$933,386
20	2	Barbed wire fence, Communications Tow	2722 FM 878	Waxahachie	\$103,000	\$0	\$103,000
20	3	Juvenile Facility	2722 FM 878	Waxahachie	\$1,358,776	\$157,075	\$1,515,851
20	4	Pump House	2722 FM 878	Waxahachie	\$60,873	\$61,800	\$122,673
20	5	Records Storage	2722 FM 878	Waxahachie	\$856,651	\$36,050	\$892,701
21	1	Radio Tower/Repeaters	2274 FM 878	Waxahachie	\$556,715	\$103,000	\$659,715
21	2	Chain link fence, and fencing around guy	2274 FM 878	Waxahachie	\$22,763	\$0	\$22,763
22	1	Sheriff Storage (Leased)	110 Industrial	Waxahachie	\$0	\$103,000	\$103,000
23	1	Elections Bldg	204 E Jefferson	Waxahachie	\$685,568	\$41,200	\$726,768
24	1	Ennis Tower	1357 FM 85	Ennis	\$146,466	\$25,750	\$172,216
24	2	Chain Link Fence	1357 FM 85	Ennis	\$2,163	\$0	\$2,163
25	1	Ovilla Repeater	500 Water St	Ovilla	\$0	\$41,200	\$41,200
26	1	Justice of the Peace Pct 4	301 N. 8th St	Midlothian	\$0	\$51,500	\$50,000
					\$102,160,468	\$8,750,880	\$110,911,348

CONTRACT

RFB-2019-013 Pavement Rehabilitation and Resurfacing Services

STATE OF TEXAS}
COUNTY OF ELLIS}

Agenda Item# _____
Date: _____

WHEREAS, The bid package **RFB-2019-013** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____, for **Pavement Rehabilitation and Resurfacing Services** in quantities and at prices as set forth in the bid package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with bid package **RFB-2019-013** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for Pavement Rehabilitation and Resurfacing Services shall be for the initial period from September 10, 2019 and expiring on September 9, 2020

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: _____

VENDOR

ELLIS COUNTY

By:  _____
Authorized Agent

By: _____
**Todd Little, County Judge
Ellis County, Texas**

Attest, County Clerk

RFB-2019-011 – Hourly Rates for Bridge & Headwall Repair

STATE OF TEXAS}
COUNTY OF ELLIS}

Agenda Item# _____
Date: _____

WHEREAS, the bid package **RFB-2019-011** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to J+K Excavation, for **RFB-2019-011** in quantities and at prices as set forth in the bid package; and

THEREFORE, know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“COUNTY”) and the undersigned Vendor, hereinafter called (“VENDOR”).

THAT IN ACCORDANCE with bid package **RFB-2019-011** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for **Hourly Rates for Bridge and Headwall Repair for Ellis County, Texas** shall be for an initial period from September 10, 2019 and expiring on September 9, 2020.

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: _____

VENDOR

ELLIS COUNTY

By:  _____
Authorized Agent

By: _____
**Todd Little, County Judge
Ellis County, Texas**

Attest: _____
**County Clerk
Ellis County, TX**

STATE OF TEXAS
COUNTY OF DALLAS

§
§ INTERLOCAL COOPERATION AGREEMENT
§

This Interlocal Cooperation Agreement ("Agreement") is by and between Ellis County, Texas ("Ellis County"), and the City of Rowlett, Texas ("Rowlett"), acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**ARTICLE II
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically

renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this ____ day of _____, 2019.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

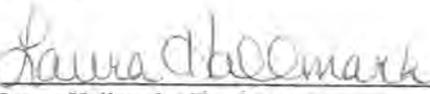
By: _____
Krystal C. Valdez, County Clerk

EXECUTED this ____ day of _____, 2019.

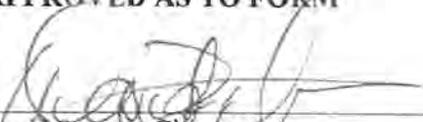
CITY OF ROWLETT, TEXAS

By:  _____
Brian Funderburk, City Manager
4000 Main Street
Rowlett, Texas 75088

ATTEST:

By:  _____
Laura Hallmark, City Secretary

APPROVED AS TO FORM

 _____
David Berman, City Attorney



City of Rowlett
Official Copy

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

Resolution: RES-110-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH ELLIS COUNTY FOR COOPERATIVE BIDDING AND PURCHASING OF GOODS AND SERVICES UNDER COMPETITIVELY BID CONTRACTS PURSUANT TO SUBCHAPTER F, CHAPTER 271, OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 791 OF THE TEXAS GOVERNMENT CODE; AUTHORIZING THE CITY MANAGER TO SERVE AS THE COORDINATOR FOR THE COOPERATIVE ENTITY UNDER SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett, Texas finds that the Texas Local Government Code Section 271.102, and Chapter 791 of the Texas Government Code allows local governments to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization and allows both parties to purchase goods and services under each other's competitively bid contracts, and such process satisfies the State law competitive bid requirements; and

WHEREAS, the City of Rowlett desires to participate in an Interlocal Cooperation Agreement with Ellis County to cooperatively purchase goods and services for each governmental entity.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

SECTION 1: That the City Council of the City of Rowlett does hereby approve an Interlocal Cooperation Agreement with Ellis County providing for cooperative bidding and purchasing of goods and services; a copy of said agreement being attached hereto and labeled "Exhibit A".

SECTION 2: That the City Manager is hereby designated as the coordinator for the City of Rowlett under said agreement and is hereby authorized to execute the agreement with Ellis County and such other documents as may be necessary or appropriate pursuant thereto.

SECTION 3: This resolution shall become effective immediately upon its passage.

At a meeting of the City Council on September 17, 2019 this Resolution be adopted. The motion carried by the following vote:

Ayes: 7 Mayor Dana-Bashian, Mayor Pro Tem Brown, Deputy Mayor Pro Tem Grubisich, Councilmember Margolis, Councilmember Sherrill, Councilmember Laning and Councilmember Bell

Approved by Tommy Ross Bushman
Mayor

Date September 17, 2019

Approved to form by [Signature]
City Attorney

Date September 17, 2019

Certified by Laura Koomark
City Secretary

Date September 17, 2019



2.7



ELLIS COUNTY PURCHASING DEPARTMENT

E.J. Harbin, MPA, CPPO
Purchasing Agent

101 W. Main St., Suite 203
Waxahachie, TX 75165
Bus. (972) 825-5117
Fax (972) 825-5119

Notice Exercising Option to Renew Lease

September 24, 2019

To: Leasing Impressions Commercial, LLC

Please be advised that the undersigned, as Lessee under a certain lease for premises known as 301 North 8th Street and dated October 15, 2017 (Lease), does hereby exercise Ellis County's option to extend the term of said Lease for a period commencing on October 15, 2019 and terminating on October 14, 2020.

During extended term, Lessee shall pay rent of \$114,000.00 per annum, payable \$9,500.00 per month in rent contained in the original Lease.

It is further provided, however, that all other terms of the Lease shall continue during this extended term as if set forth herein.

Sincerely,

Todd B. Little, County Judge



APPLICATION FOR ASSIGNED OR REASSIGNED NUMBER

THIS SPACE FOR DEPARTMENTAL USE ONLY

Type of Number Issued

- Reassigned Manufacturer's VIN
- Assigned VIN
- Trailer
- Component Part
- Motor Number as VIN
- Motorcycle VIN
- Travel Trailer
- Equipment

Number Assigned: ↓

TEX400094E

Approved By: *[Signature]*

The applicant hereby applies for an assigned number to be affixed to the following motor vehicle, component part, or equipment:

- Motor _____ Year and Make of Motor
- Frame _____ Year and Make of Frame
- Transmission _____ Year and Make of Transmission
- Body _____ Year _____ Make _____ Body Style _____

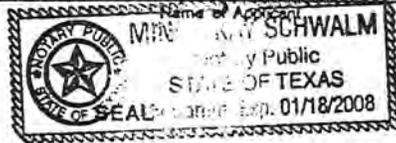
If above part is installed in applicant's vehicle, the following must be completed:

Make _____ Model _____ Year _____ Body Style _____ Title/Document Number _____
 Vehicle Identification Number _____

License Number _____ State of Issuance _____ Month & Year of Expiration _____

Before me, the undersigned authority, personally appeared the owner (as evidenced by the attached document or documents) of the vehicle, part, or equipment described above, who, in accordance with the provisions of Transportation Code §501.033, is hereby applying for an assigned number to be affixed to such vehicle, part, or equipment. The undersigned further deposes and upon oath states that he is the rightful owner of the above described vehicle, part, or equipment and that the information given above by him is true and correct.

ELLIS COUNTY SHERIFF'S DEPT 300 S. JACKSON WAXAHACHIE TX 75165
Name of Applicant Street Address City State Zip Code



[Signature]
Signature of Applicant

Subscribed and sworn to before me this 26 day of May, 2006
[Signature] Notary Public in and for Ellis County, Texas

WARNING! TRANSPORTATION CODE §501.155 PROVIDES THAT FALSIFYING INFORMATION ON ANY REQUIRED DOCUMENT IS A THIRD-DEGREE FELONY

INSPECTION REPORT TO BE EXECUTED BY LAW ENFORCEMENT AGENCY

- This inspection covers: (Check ALL appropriate statements)
- Motor Vehicle Component Part Only
 - Motor Vehicle
 - Motorcycle Frame
 - Motorcycle Motor
 - Travel Trailer
 - Trailer
 - Semitrailer
 - Part is installed in applicant's vehicle
 - Equipment
 - Part is not installed in applicant's vehicle
 - Manufacturer did not assign identification number to the _____ (Show part[s] as applicable)
 - Vehicle assembled from parts for which no identification number was ever affixed to body, if motor vehicle, or to frame, if motorcycle, travel trailer, trailer, or semitrailer.
 - Number assigned by manufacturer for identification purposes has been removed, changed, or obliterated.
 - Unable to determine the true manufacturer's number. (Explain in "REMARKS" below.)

REMARKS: (Describe alterations. Additional remarks may be made on reverse side.)

2004 TAN AND GREEN EZ GO GOLF CART - ELECTRIC POWERED

I personally inspected the vehicle, part, or equipment described above and found the true and original manufacturer's identification number be _____, or I was unable to determine the true manufacturer's identification number.

My official ID number is 169 with →
Johnny Holub 972 825 4947
Printed Name of Officer Phone Number
Johnny Holub 5-25-06
Signature of Officer Date
 ELLIS COUNTY
(City/County)

- Municipal Police Auto Theft Unit
- County Sheriff's Department Auto Theft Unit
- Federal Bureau of Investigation
- National Insurance Crime Bureau
- Texas Department of Public Safety - MVTS

COPY

THE FEE OF \$2.00 AND THE EVIDENCE OF OWNERSHIP MUST ACCOMPANY THIS APPLICATION.

← SEE REVERSE SIDE FOR ADDITIONAL INFORMATION →

**NOTICE OF ASSIGNED NUMBER OR
INSTALLATION OF REASSIGNED
VEHICLE IDENTIFICATION NUMBER**

TEX400094E	5/30/2006
Number Issued	Date

<u>EZGO</u>	<u>2004</u>	_____	_____	_____
Make	Year	Body Style	Current License Number	Title Number
ELLIS COUNTY SHERIFF'S DEPT.				
Owner's Name				
300 S. JACKSON, WAXAHACHIE, TEXAS 75165				
Owner's Address, City, State and Zip Code				

DIE-STAMPING INSTRUCTIONS TO OWNER

The assigned number should be die-stamped in the location indicated below:

- Assigned TEX Number** - on the left front door post. However, if this is not possible due to the construction of the vehicle, or if the vehicle has no body, die-stamp the assigned number on a portion of the frame forward of the passenger compartment on the driver's side of the vehicle. If the vehicle is a Volkswagen or a Volkswagen floorpan was used in the vehicle construction, the assigned number is to be die-stamped on the frame tunnel just behind the front seat in the vicinity of the back passenger's feet (under original manufacturer's VIN location).
- Motorcycle TEX Number** - on the right (curb) side of the frame on the neck of the steering head.
- Trailer TR Number** - on the permanent part of the frame, right side, forward of axle or tandem assembly of the trailer.
- Reassigned Trailer Number** - on the permanent part of the trailer on the lower front right (curb) side adjacent to the reassigned VIN decal. (Complete owner certification.)
- Travel Trailer HT Number** - on the right (curb side) front of the frame on the travel trailer, on an open part and in an accessible place that extends beyond the body.
- Reassigned Travel Trailer Number** - on the right (curb side) front of the frame on the travel trailer, on an open part and in an accessible place that extends beyond the body. (Complete owner certification.)
- Equipment TEX E Number** - near the location of the original identification number. However, if this location cannot be determined, die-stamp the number on the frame or body of the equipment in such a manner that it is visible to the public.
- Component Parts:**
 - Motor T Number** - on engine block. **NOTE:** If the engine is installed in a 1955 or prior year model vehicle, except Ford products manufactured since March 31, 1932, the owner must file an application for a corrected Texas Certificate of Title to record the new motor vehicle number.
 - Transmission TM TX Number** - on lower mounting lip of transmission case facing up.
 - Frame F TX Number** - on right (curb side) front of frame near front axle.
 - Body B TX Number** - on left front door post.

DO NOT DIE-STAMP ASSIGNED NUMBER OVER ORIGINAL NUMBER

WARNING! FAILURE TO DIE-STAMP THE ASSIGNED NUMBER AS PROVIDED HEREIN IS A VIOLATION OF THE TRANSPORTATION CODE, §501.032.

<p style="text-align: center;">REGIONAL OFFICE CERTIFICATION OF INSTALLATION OF REASSIGNED VEHICLE IDENTIFICATION NUMBER (VIN) OR ASSIGNED MOTORCYCLE NUMBER (TEX)</p> <hr/> <p>The above reassigned VIN was installed by:</p> <p style="text-align: center;"><u>FORT WORTH/ARLINGTON</u> Regional Office</p> <hr/> <p style="text-align: center;">Authorized Signature</p> <p style="text-align: center;"><u>CSR</u> Title _____ Date _____</p> <p>DECAL CONTROL # _____</p>	<p style="text-align: center;">VEHICLE OWNER'S CERTIFICATION (REQUIRED FOR ALL ASSIGNED NUMBERS AND FOR REASSIGNED NUMBERS ISSUED FOR TRAILERS, SEMITRAILERS, AND TRAVEL TRAILERS)</p> <p style="text-align: center;"><u>TEX400094E</u></p> <p>I hereby certify that the number shown above has been placed in the location indicated on this certificate. <u>ELLIS Co.</u></p> <p style="text-align: center;"><u>[Signature]</u> Sheriff's Dept. Owner's Signature</p> <p>Date: <u>06-01-2006</u></p> <p>WARNING: THE TRANSPORTATION CODE, §501.155, PROVIDES THAT FALSIFYING INFORMATION ON ANY REQUIRED DOCUMENT IS A THIRD-DEGREE FELONY.</p>
---	--

ADDITIONAL INSTRUCTIONS FOR THE OWNER:

After your reassigned number has been installed or your assigned number has been die-stamped on your vehicle, equipment, or component part, you should:

- Contact your county Tax Assessor-Collector and file an application for (Original) or (Corrected) Texas Certificate of Title.
- Maintain this form with your ownership documents.

STATE OF TEXAS
V.
2005 CM CAR HAULER TRAILER
EZ GO GOLF CART

COURT JP2 JACKIE MILLER
ELLIS COUNTY, TEXAS

INVENTORY OF PROPERTY FOR DISPOSITION UNDER CHAPTER 47, CODE OF CRIMINAL PROCEDURE

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now, JOHNNY L. HOLUB, a peace officer of the Ellis County Sheriff's Dept., and shows this Court that in this county on this day each of the following numbered items of property was taken into possession by this officer under the authority of (Chapter 47 of the Code of Criminal Procedure) (the Certificate of Title Act, Article 6687-1, Sec. 49, Vernon's Civil Statutes):

Description - VIN if known - est. value - towing - cost/day - starting

1 18'6" X 8'6" BLACK WITH WHITE PIN STRIPE CM BRAND CAR HAULER TRAILER BLACK DIAMOND PLATE FLOOR, TEARDROP STYLE FENDERS, DUAL AXLES, 4 5 LUG ALUMINUM WHEEL LOADING RAMPS BUILT INTO REAR OF FLOOR, 4 TIE DOWN CLEATS IN FLOOR., CHROME DIAMOND PLATE TRIM ALONG FLOOR AND ON STEPS ON BOTH RIGHT AND LEFT SIDES, SINGLE FULTON SWIVEL JACK MOUNTED ON TOUNGE. \$3,500.00 ✓

2. 2004 GREEN AND TAN EZ GO GOLF CART, ELECTRIC POWERED \$1,000.00

This property was seized based on (reliable and credible information) (personal knowledge) that on or about the 3rd day of MARCH, 2006 it (was stolen from _____)(was acquired by _____ in a manner that made the acquisition of a criminal offense) (had a removed, altered, or obliterated number in violation of the Certificate of Title Act, Article 6687-1, Sec. 49, Vernon's Civil Statutes).

Wherefore, the State prays that the property be ordered held (by this officer) (by IMPOUNDING) pending a property disposition hearing to be held in this Court under Chapter 47. A list of each person or company known to this officer as being a reasonably likely party to have an interest in an item is listed on the back. Signed this the 2nd day of MAY,2006, PEACE OFFICER (signature) J L Holub

ORDERS

Having heard the foregoing, IT IS ORDERED that this property be held by _____ pending a determination of its rightful owner or petition by any interested person requesting a hearing concerning its rightful possession.

MAGISTRATE

COURT

Having further heard evidence on the matter, IT IS ORDERED that the rightful owner or possessor of this property (is _____ and the Court orders that the property be delivered to that party)(is unknown and the Court orders that the property be awarded to ECGO)(is further ordered that the Texas Department of Transportation shall issue title to the vehicle in the name of _____).

J. Miller
MAGISTRATE
JP2
COURT

Jackie Miller, Jr.
Justice of the Peace
Precinct 2/1, Ellis County, Texas
701 S. I-35, #1
Waxahachie, Texas 75165
(972)825-5022

PROPERTY HEARING JUDGMENT

CAUSE #JC2211

STATE OF TEXAS

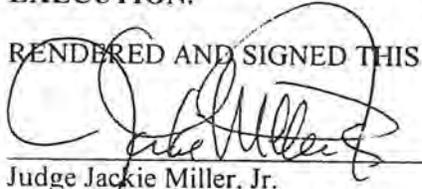
-VS-

WILLIAM DARRELL COOK
WAYNE MCCOLLUM DETENTION CENTER
300 S. JACKSON ST
WAXAHACHIE, TX 75165

On 05/25/2006, at 10:00 am came to be heard the above entitled and numbered cause, and came the Plaintiff of record in person and the Defendant of record in person, and announced ready for trial, and no jury having been demanded the entire matter was submitted to the Court who after hearing and considering the pleadings, evidence and argument of both parties, is of the opinion and so finds that the Defendant **WILLIAM DARRELL COOK** is justly indebted to Plaintiff **STATE OF TEXAS** a 2005 CM CAR HAULER TRAILER & EZ GO GOLF CART.

IT IS ACCORDINGLY ORDERED, ADJUDGED, AND DECREED THAT THE PLAINTIFF STATE OF TEXAS, DO HAVE AND RECOVER OF AND FROM DEFENDANT WILLIAM DARRELL COOK POSSESSION OF 2005 CM CAR HAULER TRAILER & EZ GO GOLF CART, FOR ALL WHICH PLAINTIFF IS HEREBY AWARDED ITS EXECUTION.

RENDERED AND SIGNED THIS THE 05/25/2006.



Judge Jackie Miller, Jr.
Justice of the Peace, Pct.2/1
Ellis County, Texas

NOTICE OF MEETING
ELLIS COUNTY COMMISSIONERS COURT

FILED FOR RECORD
CINDY POLLEY
ELLIS COUNTY CLERK

Notice is hereby given that a meeting of the Ellis County Commissioners Court will be held on **Tuesday, October 23, 2018, 10:00 A.M., in the Historic Ellis County Courthouse, Commissioners Courtroom (2nd flr), 101 W. Main Street, Waxahachie, Texas** at which time the following will be discussed and considered, to-wit:

County Judge: Carol Bush

County Clerk: Cindy Polley

Commissioners:

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

Assistant County Attorney:
Vance Hinds

OPENING COURT

County Judge will call meeting to order, declare quorum if present, and declare notices legally posted pursuant to Open Meetings Act.

Motion to Open Court.

Invocation and Pledge of Allegiance – Commissioner Randy Stinson

PUBLIC COMMENT*- Members of the public will have the opportunity to make their comments at the time the agenda item is being addressed.

CONSENT AGENDA – Consideration and Action:

Administrative:

- A1 Approval of Regular Bills, Payroll, and Officers' Reports
- A2 3rd Quarter 2018 Ellis County Investment Report. – *Cheryl Chambers, Treasurer*
- A3 Approval of Ellis County Child Welfare Board aka Ellis County Child Protective Services Board funding request.
- A4 Approval of Ellis County Historical Commission funding request.

Financial:

- F1 **From** 010-0653-50911 FM2 Gravel \$3,000.00 **To** 010-0653-50802 FM2 Equipment \$3,000.00. – *Lane Grayson, Commissioner, Pct. 2*
- F2 **From** 001-0450-50802 Equipment \$400.00 **To** 001-0450-50808 Auto Gas \$400.00. – *Tim Birdwell, Fire Marshal*

- F3 From 005-0703-30302 Fund Balance \$75,000.00 To 005-0703-50802 Purchase Equipment \$75,000.00. – Paul Perry, Commissioner, Pct. 3
- F4 From 011-0704-30302 Fund Balance \$ 150,000.00 To 011-0704-50558 Contingencies Reserve \$150,000.00. – Paul Perry, Commissioner, Pct. 3
- F5 From 001-0430-50689 GIS Software \$2,470.00 To 001-0430-50868 Contract Services \$2,470.00. – Emergency Services
- F6 From 011-0704-50807 General Expense \$4,000.00 To 011-0704-50908 Lumber \$4,000.00. – Paul Perry, Commissioner, Pct. 3

Simplified Plat:

DEPARTMENT OF COUNTY DEVELOPMENT

Consideration and action as may be appropriate regarding the following matters:

- 1.1 Consider & act upon a replat of Spanish Grant, Phase 2, Lot 16, Block 5. The property contains a total of ± 3.292 acres of land in the William Ferrell Survey, Abstract No. 349 located at the northeast corner of Hidalgo Road and North Oak Branch Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.
- 1.2 Consider and act upon abandonment and vacation of a portion of an alleyway located between Lots 6-9 and 23-27, Block 17, Skyline Acres. The area contains ± 0.15 acres (± 6,300 square feet) of land located between Cecilia Avenue and Breezy Hills Street ± 400 feet north of Skyline Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.
- 1.3 Consider and act upon a request to grant a one-time variances from Section VIII (A) (Residential Lots) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes and Section 10-F (Amendments) of Ellis County Order 182.11 (Septic Order) to allow three (3) proposed lots from meeting the road frontage requirements for platting and lot size requirements to connect to an on-site sewage facility. The property contains ± 2.233 acres of land located between Cecilia Avenue and Breezy Hills Street ± 400 feet north of Skyline Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.
- 1.4 Consider and act on a request for a final plat of Greystone Estates, Lot 14. The property contains ± 10.997 acres of land in the Abraham Snider Survey, Abstract No. 981 located on the east side of Singleton Road ± 1,200 feet north of Campbell Road, Maypearl, Road & Bridge Precinct No. 3.

PURCHASING

Consideration and action as may be appropriate regarding the following matters:

- 2.1 Approval to sign lease agreement for Xerox upgrade for the 40th District Court. New lease price will be \$179.59.
- 2.2 Approval to declare the listed vehicles as surplus, to be disposed of in accordance with Local Government Code 263:

2004	EZ Go Golf Cart	TEX400094E
2003	Ford E-350 Van	1FBNE31L83HB86088
2007	Dodge 1500 Truck	1D7HA18K77J519522
2008	Ford Crown Victoria	2FAFP71V08X103849
2002	Ford Crown Victoria	2FAFP71W92X154668
2002	Ford Crown Victoria	2FAFP71W02X154669
2003	Chevrolet Silverado 1500	1GCEC19V23Z281445
2008	Ford Crown Victoria	2FAFP71V98X103851
	Marlow Water Pump	D22705
	Dump Truck Spreader	

- 2.3 Discussion and direction from the Court regarding vehicle purchases for the 2018-2019 budget year.
- 2.4 Authorize and proceed with the rental of a LeeBoy 785 for Road and Bridge Precinct 3.
- 2.5 Discussion and possible action regarding insurance coverage and responsibility for seizure vehicles.
- 2.6 Discussion regarding the realignment of Bryson Lane in Road and Bridge Precinct 4 and authorization to move forward with property survey.

ADMINISTRATIVE

Consideration and action as may be appropriate regarding the following matters:

- 3.1 Burn ban for Ellis County. – *Tim Birdwell, Fire Marshal*
- 3.2 Approval to mutually terminate Interlocal Agreement with the City of Alma for enforcement of Ellis County Fire Code. – *Tim Birdwell, Fire Marshal*
- 3.3 Accept donation in the amount of \$250.00 from Waxahachie Junior Service League to Veterans Services Department. – *Ellsworth Huling, Veterans Service Officer*
- 3.4 Renewal of the Amended Rules of Procedure and Decorum for Commissioners Court Meetings and update of the County Organizational Chart and Commissioners Court Duties.
- 3.5 Update and quote for work on the Milford Water Tower to support the mounting of the microwave dish for the radio repair. – *Chuck Edge, Sheriff*
- 3.6 Interlocal Cooperation Contract and Agreement for detention services between the County of Ellis and the City of Italy for Class C misdemeanor offenses only. – *Chuck Edge, Sheriff*
- 3.7 Information regarding a sanitary sewer easement at the Ellis County Farm for the City of Waxahachie. – *Ted Kantor, County Engineer*

RECESS TO CONVENE TO EXECUTIVE SESSION

EXECUTIVE SESSION

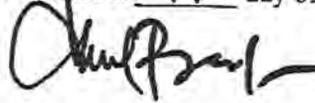
The Commissioners Court of Ellis County reserves the right to adjourn into **Executive Session** at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Texas Government Code 551, or to seek the advice of its attorney and/or other attorneys representing Ellis County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 or as otherwise may be permitted under 551.

- 4.1 Pursuant to §551.074 of the Government Code, consultation regarding personnel matters.
- 4.2 Pursuant to Section 551.071 of the Government Code, consultation with counsel regarding pending or contemplated litigation.
- 4.3 Pursuant to § 551.072 of the Government Code, consultation with counsel regarding the possible sale or lease of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

ADJOURNMENT OF EXECUTIVE SESSION

ADJOURNMENT

Signed this the 19th day of October 2018.



Carol Bush
Ellis County Judge

I, the undersigned, County Clerk of the Ellis County Commissioners Court do hereby certify that the above Notice of Meeting of the Ellis County Commissioners Court is a true and correct copy of said Notice, that I received said Notice, and it was posted at the doors of the Ellis County Courthouse, a place readily accessible to the general public at all times on the 19 day of October, 2018 at 2:36 a.m./p.m.

Cindy Polley, County Clerk

By Cindy Polley, Deputy

- ***Public Comment – This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must present a completed public participation form to the County Clerk at least 10 minutes prior to the beginning of the meeting.**
- **The Commissioners Court reserves the right to consider and take action on the above agenda items in any particular order.**
- **If you or your representative, have a disability that requires special arrangements and you plan to attend this public meeting, please contact the County Judge's Office at (972) 825-5011 within 72 hours of the meeting. Reasonable accommodations will be made to meet your needs at the meeting.**

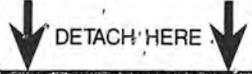
Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.



ELLIS COUNTY
101 W MAIN ST
WAXAHACHIE, TX 75165-0405

E4 office
6463

BC 70006



TEXAS CERTIFICATE OF TITLE



VEHICLE TITLES AND REGISTRATION DIVISION

87350728

VEHICLE IDENTIFICATION NUMBER
1D7HA18K77J519522

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

BODY STYLE
PK

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05746939697122358 09/16/2008

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

1/2 4800
PREVIOUS OWNER

1049079

ODOMETER READING

8401

SOUTHWEST KIA DALLAS TX

OWNER

REMARK(S)

**ELLIS COUNTY
101 W MAIN STREET
WAXAHACHIE, TX 75165**

**ACTUAL MILEAGE
EXEMPT**

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

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

DATE OF LIEN _____ 1ST LIENHOLDER
NONE

1ST LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN _____ 2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN _____ 3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

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

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

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

**NOTICE OF MEETING
ELLIS COUNTY COMMISSIONERS COURT**

FILED
CINDY POLLEY
ELLIS COUNTY CLERK

Notice is hereby given that a meeting of the Ellis County Commissioners Court will be held on **Wednesday, December 19, 2018, 10:00 A.M., in the Historic Ellis County Courthouse, Commissioners Courtroom (2nd flr), 101 W. Main Street, Waxahachie, Texas** at which time the following will be discussed and considered, to-wit:

County Judge: Carol Bush

County Clerk: Cindy Polley

Commissioners:

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

Assistant County Attorney:
Vance Hinds

OPENING COURT

County Judge will call meeting to order, declare quorum if present, and declare notices legally posted pursuant to Open Meetings Act.

Motion to Open Court.

Invocation and Pledge of Allegiance - Commissioner Randy Stinson

PUBLIC COMMENT*- Members of the public will have the opportunity to make their comments at the time the agenda item is being addressed.

PURCHASING

Consideration and action as may be appropriate regarding the following matters:

- 1.1 ✓ Approval to accept the following renewal notices: 2017-002 Convenience Store Gasoline and Diesel, 2017-001 Wholesale Gas and Diesel, 2018-005 Printed Forms, 2018-001 Janitorial Supplies.
- 1.2 ✓ Approval to surplus the following items and to be disposed in accordance with the Local Government Code 263:
 - 2005 Ford F-250 VIN 1FTNF20575EB72774, Quantity three (3) 2005 Ford F-150, VIN 1FTNF20575EB72774, 1FTRF12285NA6293, 1FTRF12215NA62933, 2005 Ford Ranger, VIN 1FTYR10U66PA46644, miscellaneous office furniture, computer and electronics equipment, and scrap metal.
- 1.3 Approval to award Request for Bid 2019-001 Hauling Road Materials.
- 1.4 Approval to award Request for Bid 2019-003 Asphalt Emulsions.
- 1.5 Approval to award Request for Bid 2019-002 Road Materials.

1.6 To ratify the following departmental vehicle transfers:

2003	FORD E350 VAN	1FBNE31L83HB86088 ✓	AG Extension to Surplus
2004	FORD EXPEDITION	1FMPU15L04LB73805 ✓	Juvenile Services to Surplus
2006	FORD EXPEDITION	1FMPU15556LA13262 ✓	Juvenile Services to Surplus
2007	DODGE RAM 1500	1D7HA18K77J519522 ✓	AG Extension to Surplus
2008	CROWN VICTORIA	2FAFP71V78X103850 ✓	Juvenile Services to Surplus
2008	CROWN VICTORIA	2FAFP71V28X103853 ✓	Juvenile Services to Surplus
2008	CROWN VICTORIA	2FAFP71V08X103852 ✓	Juvenile Services to Surplus
2008	FORD EXPEDITION	1FMFU15538LA07782	Sheriff's Office to Constable 4
2010	FORD FUSION	3FAHP0HG6AR311925 ✓	DA to Surplus
2014	FORD FUSION	3FA6P0HD2ER331642 ✓	Surplus to DA
2015	CHEVROLET TAHOE	1GNCAK2FR532276 ✓	County Judge to Elections
2017	DODGE GRAND CARAVAN	2C4RDGBGXHR844160 ✓	Purchasing to AG Extension
2018	NISSAN ROGUE	5N1AT2MT3JC753466 ✓	Purchasing to Juvenile Services
2018	NISSAN ROGUE	5N1AT2MT3JC755117 ✓	Purchasing to Juvenile Services
2018	NISSAN ROGUE	5N1AT2MT7JC771241 ✓	Purchasing to Juvenile Services
2018	NISSAN ROGUE	5N1AT2MT6JC753555 ✓	Purchasing to Juvenile Services
2018	DODGE GRAND CARAVAN	2C4RDGBG2JR308471 ✓	Purchasing to Juvenile Services
2018	NISSAN ROGUE	5N1AT2MT6JC728512 ✓	Purchasing to DA

*Remainder of Vehicles
Dated in*

*Removed from List
All Age*

RECESS TO CONVENE TO EXECUTIVE SESSION

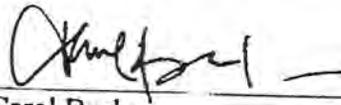
EXECUTIVE SESSION

The Commissioners Court of Ellis County reserves the right to adjourn into **Executive Session** at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, as authorized by Texas Government Code 551, or to seek the advice of its attorney and/or other attorneys representing Ellis County on any matter in which the duty of the attorney to the Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 or as otherwise may be permitted under 551.

ADJOURNMENT OF EXECUTIVE SESSION

ADJOURNMENT

Signed this the 14th day of December 2018.



 Carol Bush
 Ellis County Judge

I, the undersigned, County Clerk of the Ellis County Commissioners Court do hereby certify that the above Notice of Meeting of the Ellis County Commissioners Court is a true and correct copy of said Notice, that I received said Notice, and it was posted at the doors of the Ellis County Courthouse, a place readily accessible to the general public at all times on the 14th day of December, 2018 at 5:27 a.m./p.m.



Cindy Polley, County Clerk

By Jena Chambers, Deputy

- ***Public Comment – This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must present a completed public participation form to the County Clerk at least 10 minutes prior to the beginning of the meeting.**
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COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 09/12/2019 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N) (Y)

NAME: Theresa Taylor

PHONE: 972.825.5292 FAX: 972.825-5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 101 W. Main Street, Ste B103, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 09/24/2019

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Recommend renewal of TAC (Texas Association of Counties) Workers' Compensation Program and submission of the required documentation for TAC to properly underwrite the renewal.

* _____
County Attorney Approval



August 31, 2019

Ms. Theresa K. Taylor
Ellis County HR Director
101 W Main St, Ste 103
Waxahachie, TX 75165-0405

Re: Ellis County – Workers’ Compensation Program Renewal Questionnaire

Dear Ms. Taylor,

Thank you for participating in TAC Risk Management Pool’s Workers’ Compensation Program. As we prepare your January 1, 2020 renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective Workers’ Compensation Coverage possible. To ensure that we have up-to-date information, please fill out each tab of the attached questionnaire completely and make any changes directly to the document. You can also provide supplemental sheets as necessary. Please note that omitted information may result in an exclusion from coverage.

The Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal.

Please complete the Workers’ Compensation Renewal Questionnaire and return it and any supplemental documents by September 30, 2019:

- Estimated Payroll – Please use the Estimated Payroll tab in the Excel worksheet to update your payroll and employee count by classification. This tab includes your 2018 actual payroll plus a 2% increase. If you do not return the worksheet with updated payroll information, your renewal will be processed with the 2018 actual payroll plus 2% as listed in the worksheet.
- Optional Coverages – This tab is used to report your decisions regarding optional coverage for certain categories of personnel and volunteers. Please note the instructions regarding how to report payroll for optional coverages.



- Employee Concentration – This tab is to report the number of employees working within each of your buildings.
- Aircraft and Aircraft and Pilot Info Cont – These tabs only need to be completed if you own or lease an aircraft or if you employ any pilots.
- Watercraft Info – This tab only needs to be completed if you own, lease or charter any watercraft over 26 feet in length.
- Workers' Compensation Alliance Election Form – **Please note:** *The form only needs to be completed, if you wish to make changes to your current Alliance participation.* Should you choose to use this cost saving network, you will receive a 4% discount on your renewal. Please complete the form following this letter indicating whether or not you choose to participate.

Please complete the worksheets in the attached Excel workbook, save the document, and submit the completed workbook by replying to the email with the workbook attached. If you need help completing the **Workers' Compensation Renewal Questionnaire**, please contact me at 800-456-5974 or yolandam@county.org.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! Please do not hesitate to contact me if you would like to discuss your coverage options.

Sincerely,

Yolanda Mondragon
Member Service Representative



**POLITICAL SUBDIVISION WORKERS' COMPENSATION ALLIANCE
ELECTION FORM**

I elect to participate in the Political Subdivision Workers' Compensation Alliance.

Effective Date of Alliance Participation

I elect NOT to participate in the Political Subdivision Workers' Compensation Alliance.

Termination Date of Alliance Participation

Ellis County

Company

Ms. Theresa K. Taylor, Ellis County HR Director

Printed Name and Title

Signature of Workers' Compensation Coordinator or Pool Coordinator Date



**Ellis County Commissioners,
Court Order No. _____ September 24, 2019, Commissioners Court
LEVY A TAX RATE FOR THE TAX YEAR 2019**

The Commissioners' Court of Ellis County does hereby levy or adopt the tax rate on \$100 of valuation for the County of Ellis for the tax year of 2019 as follows:

County Rate:
 Maintenance and Operation: 0.301445
 Interest and Sinking Rate: 0.028112
 Total County Rate: 0.329557

Farm to Market (Lateral): 0.030976

Total Tax Rate of: 0.360533

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.99% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$19.32.

Record vote by name

County Judge, Todd Little

Commissioner, Randy Stinson, Pct. 1

Commissioner, Lane Grayson, Pct. 2

Commissioner, Paul Perry, Pct. 3

Commissioner, Kyle Butler, Pct. 4

BUDGET CERTIFICATE



ELLIS COUNTY, TEXAS

Budget Year from October 1, 2019 to September 30, 2020

THE STATE OF TEXAS

COUNTY OF ELLIS

We, Todd Little, County Judge, Krystal Valdez, County Clerk, and Miykael Reeve, County Auditor, of Ellis County Texas, do hereby certify the attached budget is a true and correct copy of the budget of Ellis County, Texas, as passed and approved by the Commissioners' Court of Ellis County, Texas on the day of 2019, as the same appears on file in the office of the County Clerk of said County.

COUNTY JUDGE

COUNTY CLERK

COUNTY AUDITOR

SUBSCRIBED AND SWORN TO before me, the undersigned authority, the day of 2019.

Notary Public, State of Texas