

A3

waxahachie
JUNIOR SERVICE LEAGUE

EST. 1952
P.O. Box 294
Waxahachie, TX 75168-0294
www.WaxahachieJSL.org

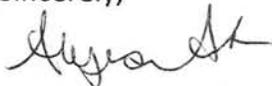
October 6, 2019

Ellis County Veteran's
101 W. Main St.
Suite B104
Waxahachie, TX 75165

The Waxahachie Junior Service League presents to the North Ellis County Outreach a donation in the amount of \$250.00. Thank you for your continued work in providing assisting those in need in Ellis County.

As acknowledgement of this donation, please provide a statement of financial position for your organization to be kept for our records. As always, we wish you continued success in your organization's endeavors.

Sincerely,



Alyssa Aldrich
Treasurer
Waxahachie Junior Service League

F1

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

OCT 16 2019

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
010-0653-509150-00000-000	FM2 ASPHALT	\$4,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508070-00000-000	FM2 GENERAL EXPENSES	\$4,000.00

POSTED
PCT2
COMPUTER

Signature of Department Head

Date Signed

10.11.19

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:

RECEIVED

OCT 11 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
010-0653-509060-00000-000	FM2 CULVERTS	\$2,000.00

POSTED
PCT2
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508070-00000-000	FM2 GENERAL EXPENSES	\$2,000.00

POSTED
PCT2
COMPUTER

Signature of Department Head _____ Date Signed 10.9.19 _____ 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: 10-16-19

F2

RECEIVED

ELLIS COUNTY BUDGET
2017/2018 LINE ITEM ADJUSTMENT
2018/2019 OLD Budget

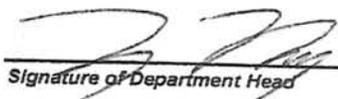
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2017/2018 Budget as follows:
2018/2019

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-503100	Auto Tires	1,000.00
001-0612-503050	Auto Conference	1,000.00 522.00
001-0612-503080	Auto Gas Oil	478.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-503090	Auto Repairs	2,000.00


Signature of Department Head

10/19/18
Date Signed

Constable Prec. 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 _____, 2019

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

Approved by County Auditor's Office: DeVonda Spaullock 10/10/19

ELLIS COUNTY BUDGET
 2017/2018 LINE ITEM ADJUSTMENT
 2/18/2019

RECEIVED

OCT 09 2019

ELLIS COUNTY
 AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50810-00000-000	Auto Tires	1,000. ⁰⁰
001-0612-50805-00000-000	Auto Conference	1,000. ⁰⁰

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50809-00000-000	Auto Repairs	2,000. ⁰⁰

[Signature]
 Signature of Department Head

10/19/18
 Date Signed

Constable Pct. 2
 Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSE

APPR

_____, 2017/2018

_____, County Judge

_____, Commissioner Precinct #1

_____, Commissioner Precinct #2

_____, Commissioner Precinct #3

_____, Commissioner Precinct #4

ice: _____

50805 - Conf.
 Bel. = 522.00
 10/19

TEXAS ASSOCIATION OF COUNTIES
 RISK MANAGEMENT POOL
 COUNTY.ORG

**ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT**

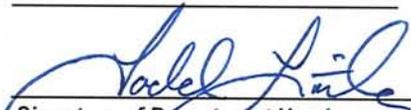
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019/2020 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	Contengencies/Reserve	900

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-505030	Certification Pay	900


Signature of Department Head

10/18/2019
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 _____, 2019/2020

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

Approved by County Auditor's Office:



F3

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

RECEIVED

OCT 10 2019
ELLIS COUNTY
AUDITOR

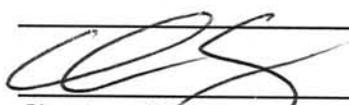
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019/2020 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	551.94

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	551.94


Signature of Department Head

October 9, 2019
Date Signed

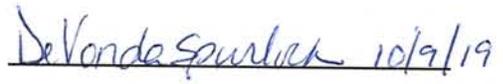
Sheriff
Department

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:


DeVonde Spaulden 10/9/19

F4

RECEIVED

OCT 08 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
001-0430-508015-00000-000 508150	UNIFORM	\$180.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-508080	GAS	\$180.00

Samantha Pickett
Signature of Department Head

10.08.2019
Date Signed

EMERGENCY MANAGEMENT
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:

DeVonda Spurluck 10/8/19



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Accept a performance bond for Dove Meadow Estates.

LEGAL CAPTION:

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



APPLICANT(S):

Lance Rust



PURPOSE:

The applicant is requesting the County accept Performance Bond No. 323707 for construction for Dove Meadow Estates subdivision issued by NGM Insurance Company. The Commissioners' Court approved the preliminary plat for this 51-lot subdivision at its meeting on January 29, 2019. The amount of the performance bond is \$1,575,890.35.

Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations state that prior to construction and to ensure roads, streets, signs, underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond.

The bond amount shall be equal to one hundred percent (100%) of any and all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.



ANALYSIS:

The construction plans and performance bond submitted for Dove Meadow Estates satisfy current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to accept Performance Bond No. 323707 in the amount of: one million five hundred seventy-five thousand eight hundred and ninety dollars and thirty-five cents (\$1,575,890.35) for Dove Meadow Estates subdivision.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Copy of Performance Bond
2. Draft Order with preliminary plat approved by Commissioners' Court on 01/29/2019



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 – COPY OF PERFORMANCE BOND (2 Pages)

BOND#323707

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, Old Maypearl Road LLC, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Todd Little, Ellis County Judge, or his successors in office (hereinafter called the Obligee), in the amount of One million five hundred seventy five thousand eight hundred ninety & 35/100 Dollars (USD) (\$1,575,890.35) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Dove Meadow Estates per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 24th day of September, 2019.

PRINCIPAL: Old Maypearl Road LLC

BY: [Signature]

SURETY: NGM Insurance Company

BY: [Signature]
Attorney-in-Fact





DEPARTMENT OF DEVELOPMENT
Ellis County

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



POWER OF ATTORNEY

06-03048695

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:

B. 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# FP91917
Expires 10/3/2018

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 24th day of September 2019.

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.

DocuGard #04548 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 22nd day of October 2019, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ACCEPTING PERFORMANCE BOND NO. 32370 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED AND NINETY DOLLARS AND THIRTY-FIVE CENTS (\$1,575,890.35) FOR DOVE MEADOW ESTATE SUBDIVISION, ROAD AND BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A”, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE, 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:



**DEPARTMENT OF DEVELOPMENT
Ellis County**

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

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 performance bond no. 323707 issued by NGM Insurance Company in the amount one million five hundred seventy-five thousand eight hundred and ninety dollars and thirty-five cents (**\$1,575,890.35**) for Dove Meadow Estates subdivision, located in Ellis County Road and Bridge Precinct No. 3.

SECTION 2. CONFLICTS.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22ND DAY OF OCTOBER 2019.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

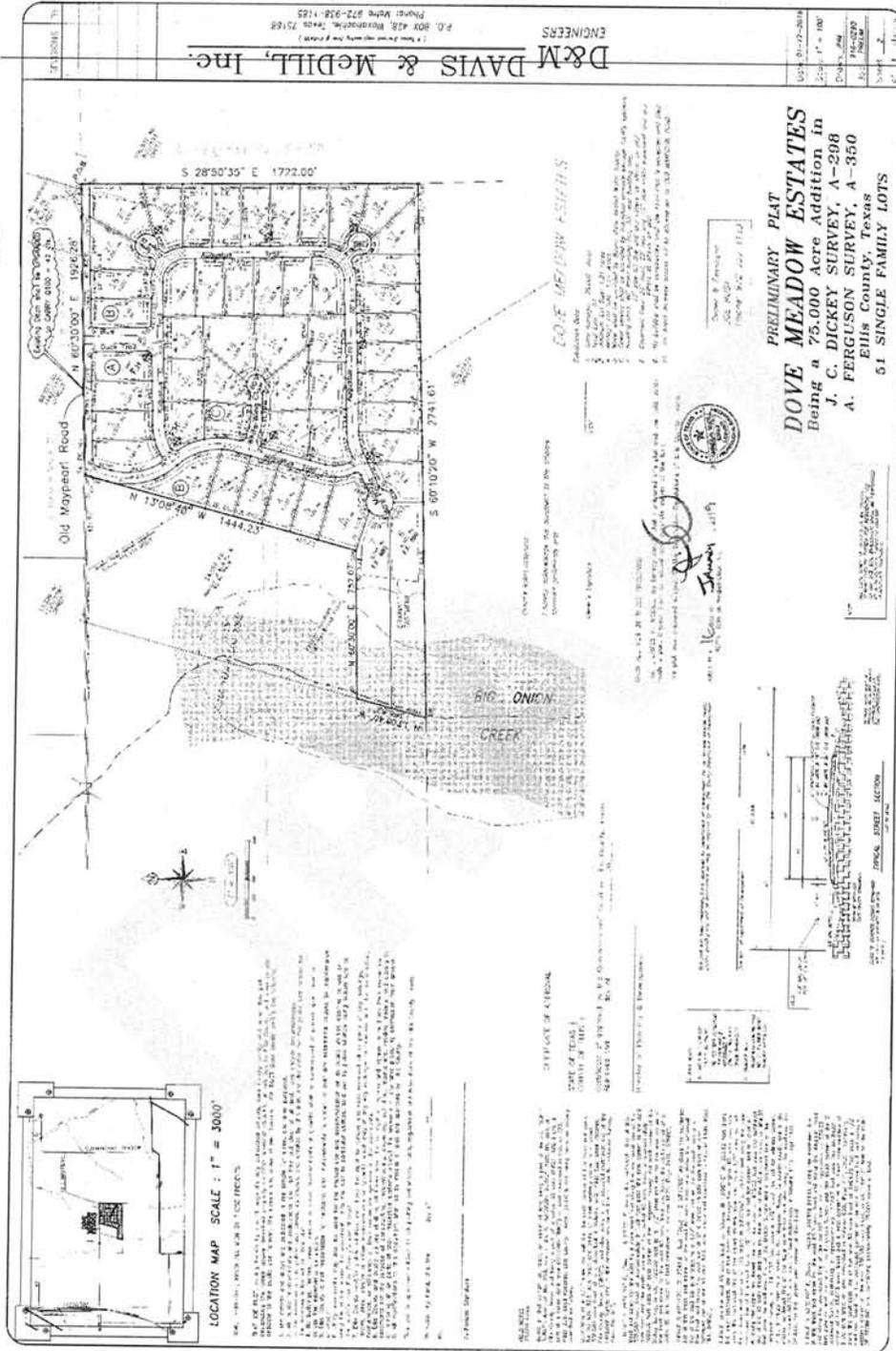
Commissioner Kyle Butler, Precinct No. 4

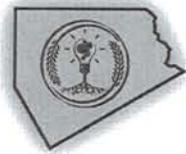
ATTEST:

Krystal Valdez, County Clerk



EXHIBIT A – DOVE MEADOW ESTATES PRELIMINARY PLAT (PAGE 2 OF 2)





AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Release a maintenance bond and accept infrastructure for Oak Vista Estates, Phase 2.

LEGAL CAPTION:

Consider and act upon a request to release a maintenance bond and accept infrastructure for Oak Vista Estates, Phase 2. The property contains ± 45.986 acres of land in the S.B. Orton Survey, Abstract No. 813 located north of the intersection of FM 1446 and Bluestem Way, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Maypearl Development Company, LTD



PURPOSE:

The applicant is requesting the County release the current maintenance bond for Oak Vista Estates Phase 2 and accept all infrastructure into the County's public road system.

The Commissioners' Court approved a final plat for this 30-lot subdivision at its meeting on July 25, 2017. The amount of the maintenance bond is \$373,034.00, which is 40% of the associated construction costs. 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 twenty-four months (24) from June 22, 2017 the date of completion for all infrastructure built in Oak Vista Estates Phase II, including streets, roads, and drainage structures as applicable.



ANALYSIS:

The infrastructure was inspected and constructed in Oak Vista Estates Phase meets current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to release Maintenance Bond No. PB12350200046 in the amount of Three Hundred Seventy-Three Thousand Thirty-Four Dollars and Zero Cents (\$373,034.00) for Oak Vista Estates Phase 2, issued by Philadelphia Indemnity Insurance.
- 2) Accept the infrastructure within Oak Vista Estates Phase II to the County's public road system.



Roads located in Oak Vista Estates Phase 2 include:

Bluestem Way
Prairie Clover Court
Wild Indigo Lane



ATTACHMENTS:

1. Copy of Request for Release of Maintenance Bond from the applicant
2. Court Order with final plat releasing the maintenance bond and accepting the infrastructure for Oak Vista Estates, Phase 2.



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

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

ATTACHMENT NO. 1 – COPY OF REQUEST FOR RELEASE OF MAINTENANCE BOND

Maypearl Development Ltd
9615 Angleridge Rd
Dallas, Texas 75238

September 19, 2019

Daniel Huskins
Ellis County Department of Development
109 S. Jackson Street
Waxahachie, TX 75165

Subject: Release of Maintenance Bond – Oak Vista Estates Phase 2

Mr. Huskins;

Please accept this letter as formal request to release the maintenance bond being held for Oak Vista Estates Phase 2. This subdivision was build to county standards and all maintenance issues have been addressed.

Very truly yours,


Jim Strawn
Developer



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 22nd day of October 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 RELEASING MAINTENANCE BOND NO. PB12350200046 IN THE AMOUNT OF THREE HUNDRED SEVENTY-THREE THOUSAND THIRTY- FOUR DOLLARS AND ZERO CENTS (\$373,034.00) ISSUED BY PHILADELPHIA INDEMNITY INSURANCE AND ACCEPTING THE INFRASTRUCTURE FOR OAK VISTA ESTATES, PHASE II, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A”, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, 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 (C) (7) (i) states, “At the end of the two (2) year period, the owner/developer may request to the County Commissioners’ Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners’ Court”;

WHEREAS, “Development Regulations,” Section VII (C) (7) (ii) states, “To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.”;

WHEREAS, “Development Regulations,” Section VII (C) (7) (iii) states, “The request shall contain a statement by the developer of compliance with these regulations.”



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

SECTION 1. RELEASE OF MAINTENANCE BOND

The Commissioners' Court finds that the infrastructure constructed during Phase II of the Oak Vista Estates Subdivision has been built in accordance the County's current adopted Development Regulations & the infrastructure has been maintained thereby satisfying the criteria outlined in Section VII (C) (5) (6) (7) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF INFRASTRUCTURE

The Commissioners' Court accepts the roads and related infrastructure constructed in Oak Vista Estates Phase 2 into the County's Road System. Roads located in Oak Vista Estates Phase 2 include: Bluestem Way, Prairie Clover Court, and Wild Indigo Lane as depicted within the recorded final plat of Oak Vista Estates Phase 2, Instrument No: 1721161, July 27, 2017.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22ND DAY OF OCTOBER 2019.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

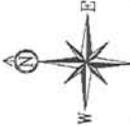
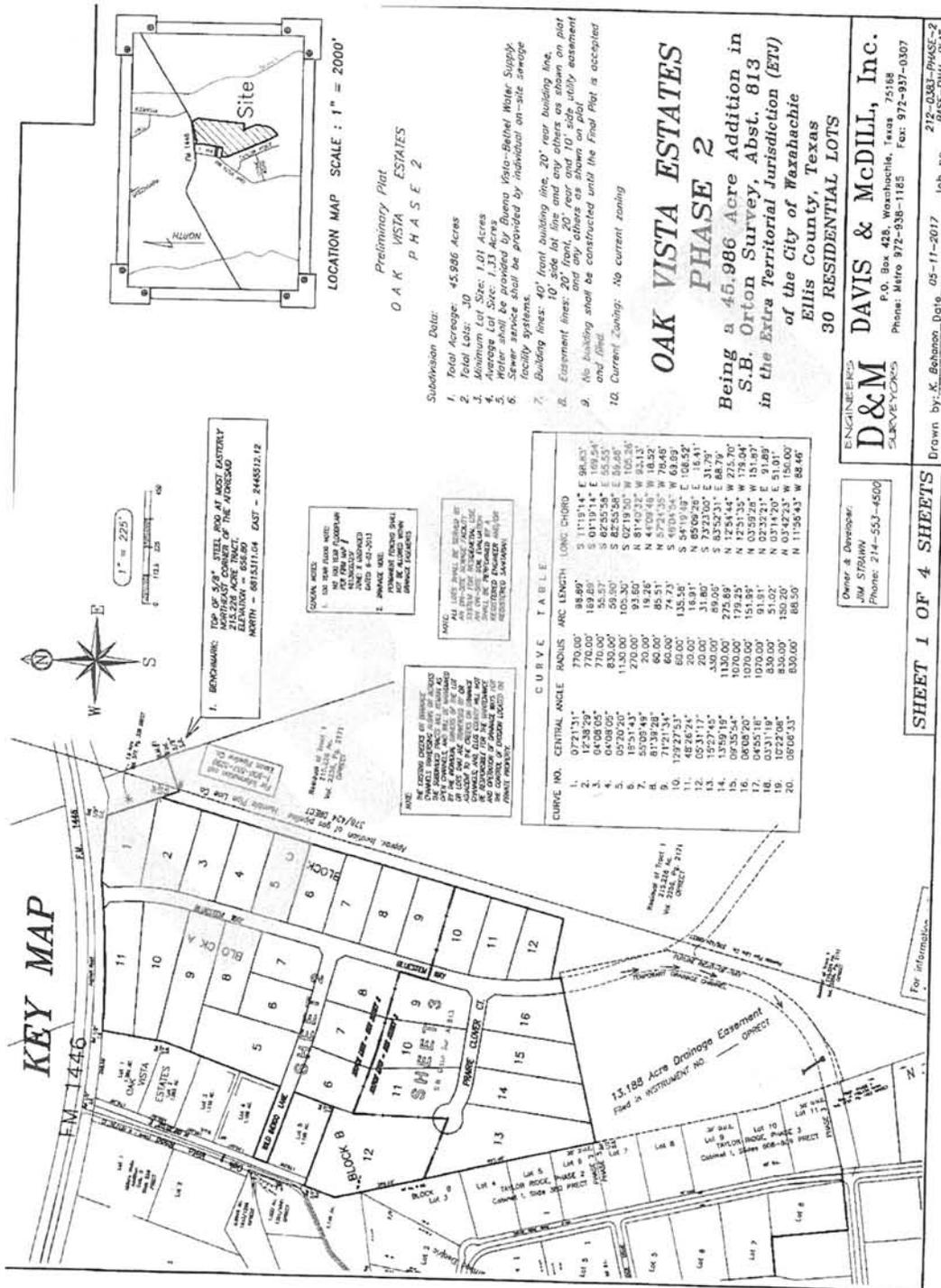
Attest:

Commissioner Kyle Butler, Precinct No. 4

Krystal Valdez, County Clerk



EXHIBIT A – FINAL PLAT (PAGE 1 OF 3)



1" = 225'
0 112.5 225 450

1. BENCHMARK: TOP OF 5/8" STEEL ROD AT MOST EASTERN CORNER OF THE ADDRESS 215.220' ± NORTH = 658.80' ± EAST = 2448312.12 ±

CAUTION: ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO CENTER OF CURVE UNLESS OTHERWISE NOTED.

NOTE: THE EXISTING CENTER OF GRAVITY SHALL BE MAINTAINED AND ALL DIMENSIONS SHALL BE TO THE CENTER OF GRAVITY UNLESS OTHERWISE NOTED.

CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	LONG CHORD
1.	0721731°	770.00'	98.80'	S 11°11'14" E 98.80'
2.	12°38'29"	770.00'	189.85'	S 01°19'14" W 98.80'
3.	04°08'05"	770.00'	55.57'	S 82°55'58" E 55.55'
4.	05°20'20"	1540.00'	50.00'	S 82°55'58" E 55.68'
5.	18°51'43"	270.00'	93.60'	S 02°19'00" W 105.26'
6.	55°09'49"	20.00'	18.26'	N 41°09'48" W 18.32'
7.	21°21'39"	60.00'	85.51'	N 57°24'35" W 78.45'
8.	13°59'18"	60.00'	135.73'	S 49°04'54" W 63.95'
9.	09°35'54"	20.00'	18.91'	N 85°09'02" E 18.82'
10.	12°32'23"	20.00'	31.80'	S 73°23'00" E 31.79'
11.	05°31'17"	1500.00'	89.05'	S 83°52'31" E 88.79'
12.	05°31'17"	1500.00'	75.84'	N 12°54'44" W 275.70'
13.	08°08'20"	1070.00'	151.88'	N 03°59'35" W 178.94'
14.	04°55'18"	1070.00'	91.81'	N 03°32'21" E 91.89'
15.	10°22'08"	830.00'	186.00'	N 03°14'20" E 51.01'
16.	08°08'13"	830.00'	88.50'	N 03°42'23" W 150.00'
17.				N 11°35'43" W 88.46'



LOCATION MAP SCALE: 1" = 2000'
Preliminary Plat
OAK VISTA ESTATES
P H A S E 2

- Subdivision Data:
1. Total Acreage: 45.986 Acres
 2. Parcel Acreage: 45.986 Acres
 3. Minimum Lot Size: 1.01 Acres
 4. Average Lot Size: 1.31 Acres
 5. Water shall be provided by Buena Vista-Bellevue Water Supply facility systems.
 6. Sewer service shall be provided by individual on-site sewage facility systems.
 7. Building lines: 40' front building line, 20' rear building line, 10' side building line and any others as shown on plat and final.
 8. Easement lines: 20' utility easement, 10' utility easement and any others as shown on plat and final.
 9. No building shall be constructed until the Final Plat is accepted and final.
 10. Current Zoning: No current zoning

**OAK VISTA ESTATES
PHASE 2**
Being a 45.986 Acre Addition in
S.B. Orton Survey, Abst. 813
in the Extra Territorial Jurisdiction (ETJ)
of the City of Waxahachie
Ellis County, Texas
30 RESIDENTIAL LOTS

ENGINEERS
D & M
DAVIS & MCDILL, Inc.
P.O. Box 428, Waxahachie, Texas 75188
Phone: Metro 972-938-1185 Fax: 972-937-0307
SURVEYORS

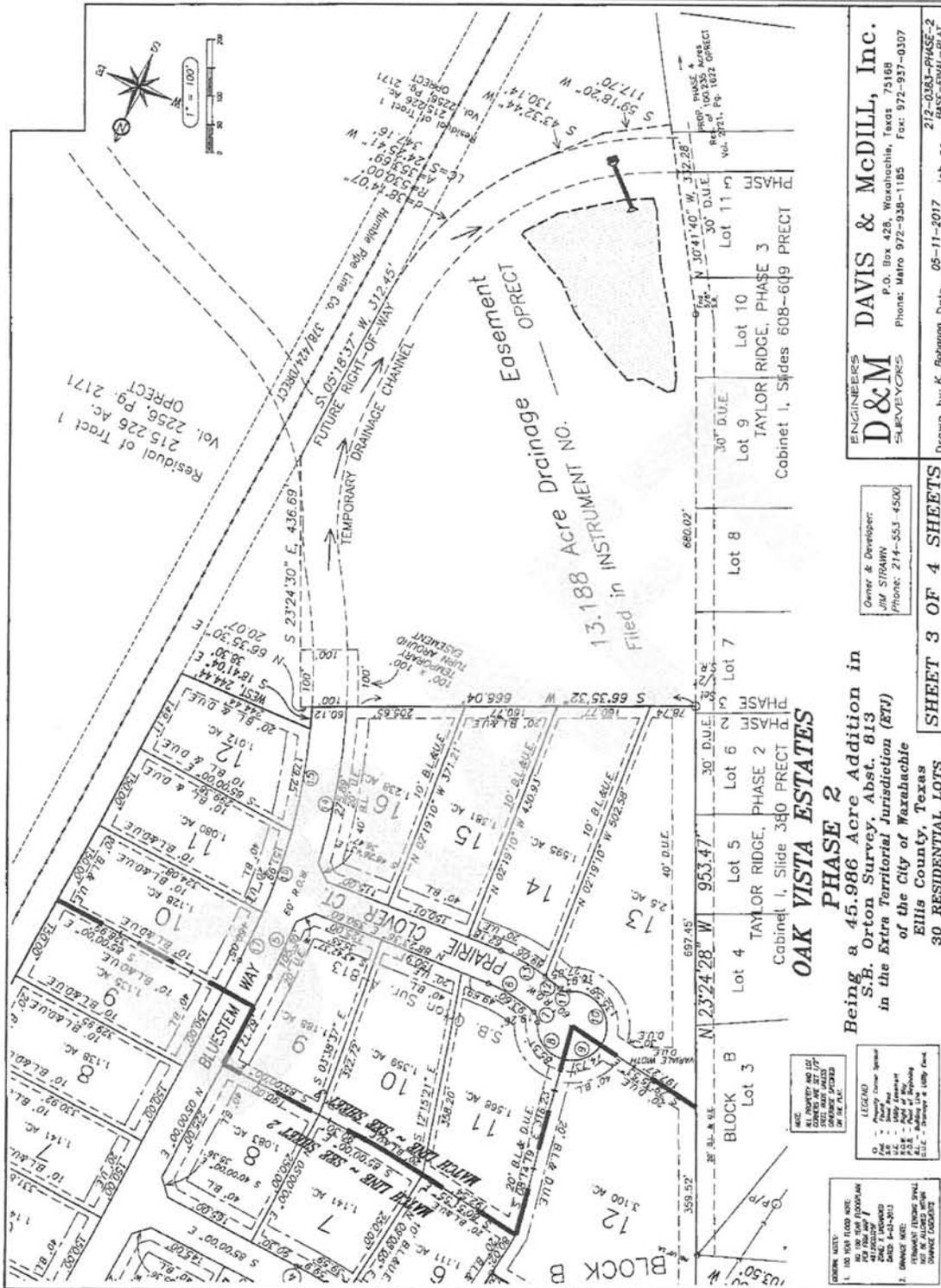
Drawn by: K. Behannon, Date: 05-11-2017 Job no. 212-083-PHASE-2
BASE-TIME-PLAT

SHEET 1 OF 4 SHEETS

Owner & Developer:
JIM STRAWN
Phone: 214-563-4500



EXHIBIT A – FINAL PLAT (PAGE 3 OF 3)



ENGINEERS
D&M DAVIS & McDILL, Inc.
P.O. Box 428, Wazahachie, Texas 75168
54 REVEYONES Phone: Metro 972-938-1185 Fax: 972-937-0307
Drawn by: K. Bohannon Date: 05-11-2017 Job no. 212-0383-PHASE-2
BASE-FINAL-PLAT

Owner & Developer:
JIM STRAWY
Phone: 214-553-4500

PHASE 2
Being a 45.986 Acre Addition in
S.B. Orton Survey, Abst. 813
in the Extra Territorial Jurisdiction (ETJ)
of the City of Wazahachie
Ellis County, Texas
30 RESIDENTIAL LOTS

LEGEND
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CREATING LOTS:
 1. 100' TO 150' FLOOD WIDE
 2. 100' TO 150' FLOOD WIDE
 3. 100' TO 150' FLOOD WIDE
 4. 100' TO 150' FLOOD WIDE
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 29. 100' TO 150' FLOOD WIDE
 30. 100' TO 150' FLOOD WIDE



AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Release a maintenance bond for Taylor Ridge, Phase IV.

LEGAL CAPTION:

Consider and act upon a request to release a maintenance bond and accept infrastructure for Taylor Ridge, Phase IV. The property contains ± 56.766 acres of land in the S.B. Orton Survey, Abstract No. 813 located on Oak Vista Road east of Oak Branch Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Tree Hill Homes GP, LLC



PURPOSE:

The applicant is requesting the County release the current maintenance bond for Taylor Ridge Phase IV subdivision and accept all infrastructure into the County's public road system.

The Commissioners' Court approved a final plat for this 23-lot subdivision at its meeting on July 25, 2017. The amount of the maintenance bond is \$95,074.48, which is 40% of the associated construction costs. 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 twenty-four months (24) from July 19, 2017 the date of completion for all infrastructure built in Taylor Ridge Phase IV, including streets, roads, and drainage structures as applicable.



ANALYSIS:

The infrastructure was inspected and constructed in Taylor Ridge, Phase IV meets current County requirements.



RECOMMENDATION:

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

- 1) **Approve** this request to release Maintenance Bond No. 305929 in the amount of ninety-five thousand seventy-four dollars and forty-eight cents (\$95,074.48) for Taylor Ridge, Phase IV, issued by The Main Street America Group.
- 2) **Accept** the infrastructure within Taylor Ridge, Phase IV to the County's public road system.

Roads located in Taylor Ridge Phase IV include:

Taylor Ridge Drive
Blue Ridge Drive



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Copy of Request for Release of Maintenance Bond from Applicant
2. Draft Order with final plat releasing the maintenance bond and accepting the infrastructure



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:



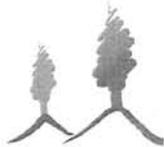
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – COPY OF REQUEST FOR RELEASE OF MAINTENANCE BOND



TREE HILL HOMES

550 Brigman Rd * Maypearl, Tx 76064 * 817-966-3888 PH

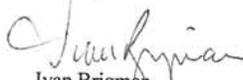
TO:

Ellis County Department of Development
109 S. Jackson St.
Waxahachie, TX 75165

To whom it may concern,

Please accept this letter as Tree Hill Homes official request to release the maintenance bond for the Taylor Ridge Phase 4 addition. The subdivision was built to county standards and all maintenance issues have been addressed.

Thank you,


Ivan Brigman
Owner/Manager Tree Hill Homes



ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 22nd day of October 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:

- | | |
|--|--|
| <input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1 | <input type="checkbox"/> Paul Perry, Commissioner, Pct. 3 |
| <input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2 | <input type="checkbox"/> Kyle Butler, Commissioner, Pct. 4 |

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS RELEASING MAINTENANCE BOND NO. 305929 IN THE AMOUNT OF NINETY-FIVE THOUSAND SEVENTY- FOUR DOLLARS AND FORTY-EIGHT CENTS (\$95,074.48) AND ACCEPTING THE INFRASTRUCTURE FOR TAYLOR RIDGE PHASE IV, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A", PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, 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 (C) (7) (i) states, "At the end of the two (2) year period, the owner/developer may request to the County Commissioners' Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners' Court";

WHEREAS, "Development Regulations," Section VII (C) (7) (ii) states, "To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.";

WHEREAS, "Development Regulations," Section VII (C) (7) (iii) states, "The request shall contain a statement by the developer of compliance with these regulations."

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



SECTION 1. RELEASE OF MAINTENANCE BOND

The Commissioners' Court finds that the infrastructure constructed during Phase IV of Taylor Ridge Subdivision has been built in accordance the County's current adopted Development Regulations & the infrastructure has been maintained thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF INFRASTRUCTURE

The Commissioners' Court accepts the roads and related infrastructure constructed in Phase IV of Taylor Ridge into the County's Road System. Roads located in Taylor Ridge Phase IV include: Taylor Ridge Drive and Blue Ridge Drive as described within the recorded final plat of Taylor Ridge Phase IV, Instrument No. 1727883, September 28, 2017.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

This Order 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 22ND DAY OF OCTOBER 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:

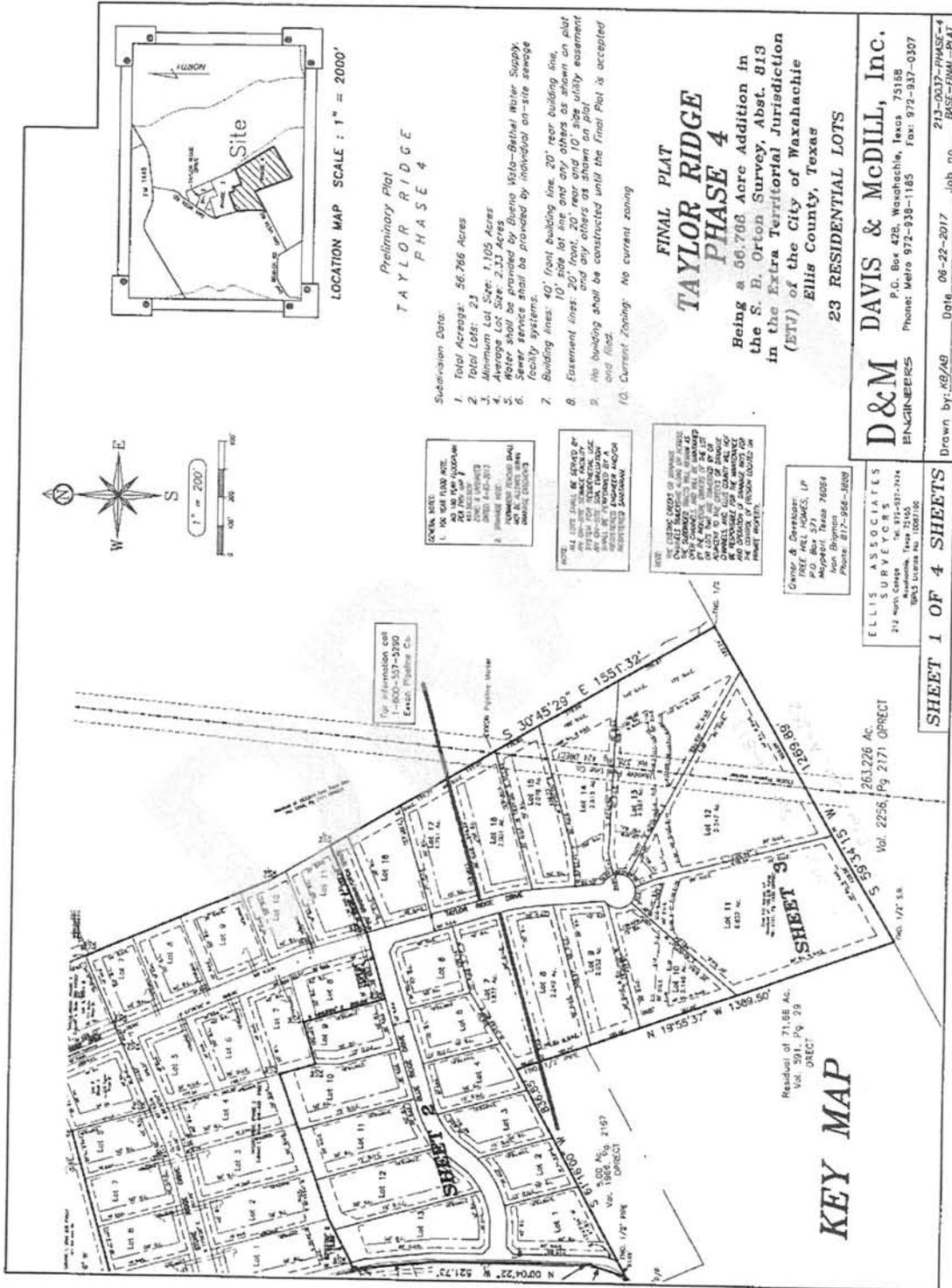
Krystal Valdez, County Clerk



DEPARTMENT OF DEVELOPMENT
Ellis County

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

EXHIBIT A – FINAL PLAT (PAGE 1 OF 3)

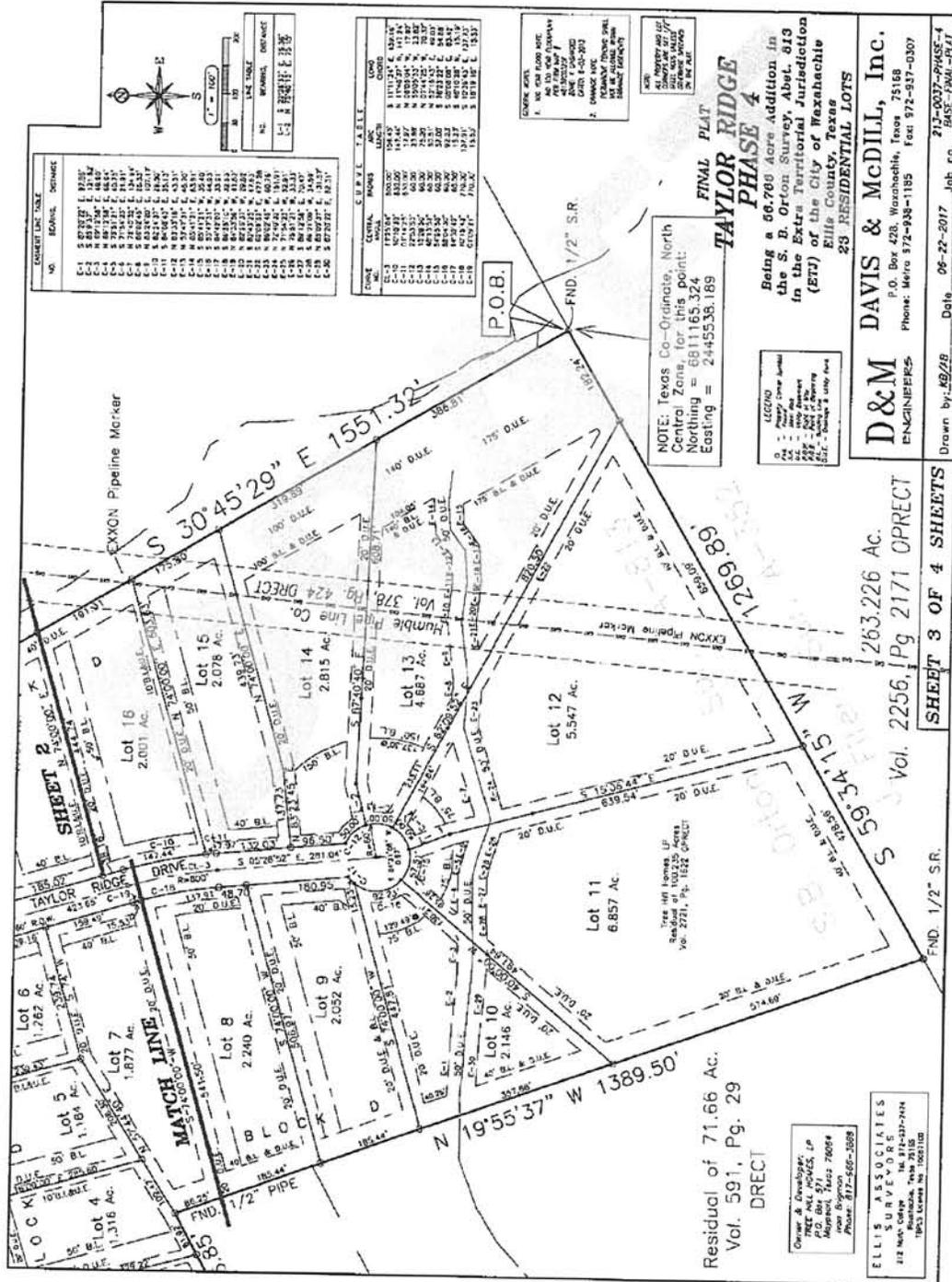




DEPARTMENT OF DEVELOPMENT
Ellis County

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

EXHIBIT A – FINAL PLAT (PAGE 3 OF 3)





AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Final Plat of Legacy Estates, Phase 2
Parcel ID No. 189278, 180891

LEGAL CAPTION:

Consider and act upon a request to approve the final plat of Legacy Estates, Phase 2. The property contains ± 69.510 acres of land in the Mary Powers Survey, Abstract No. 843 and the William M.C. Bingham Survey, Abstract No. 151 located at the west side of FM 664 ± 2,000 feet north of Bob White 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 approval of the final plat, subdividing the property into 40 single lots for residential use.



HISTORY:

The preliminary plat was approved by the City of Midlothian on July 15, 2015 and the Commissioners' Court on January 12, 2016. The final plat for Phase 1 was approved by the City of Midlothian on December 5, 2015 and the Commissioners' Court on June 14, 2016. The City of Midlothian approved the final plat for Phase 2 on October 4, 2019.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan anticipates a southern alignment of FM 1387 along the southern border of this plat. It classifies FM 1387 as a Principal Arterial requiring a minimum total right-of-way dedication of 120 feet. This plat shows a proposed dedication of sixty (60) feet. Current dedication complies with the thoroughfare plan. There are no expected changes in the proposed 2019 Thoroughfare Plan.



ATTACHMENTS:

1. Location Map
2. Final Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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

RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this request, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

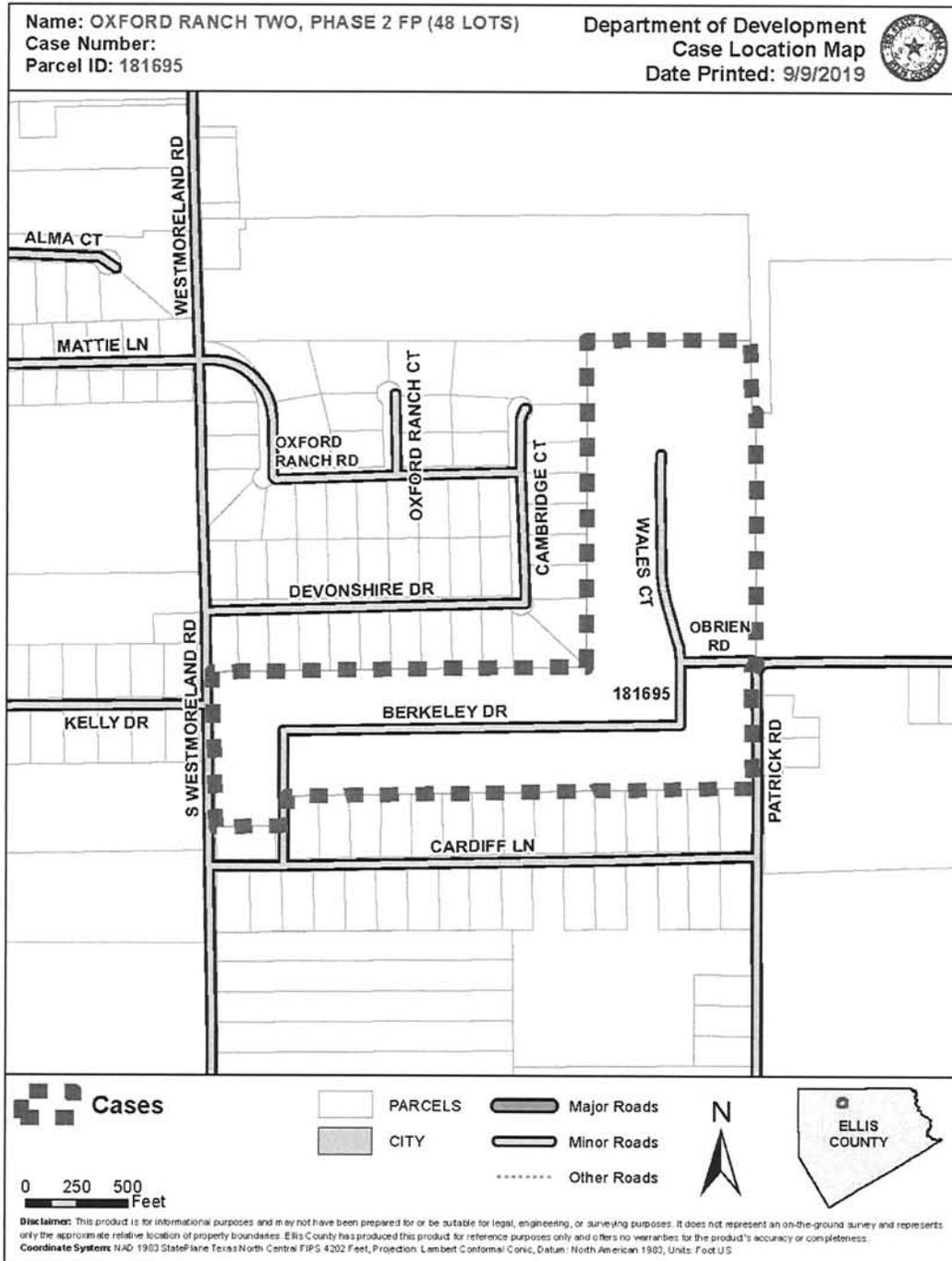


APPROVED AND PRESENTED BY:

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

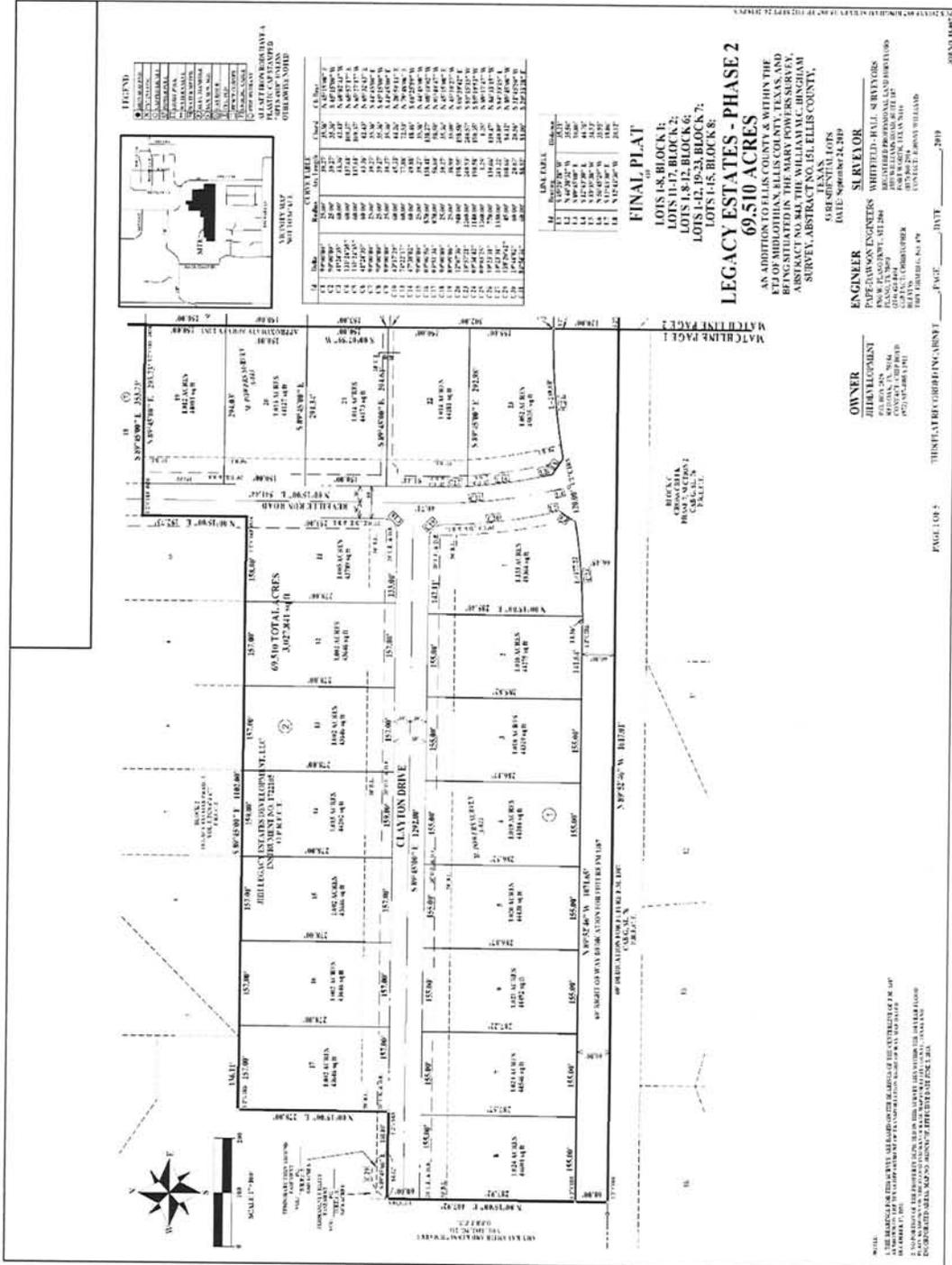


ATTACHMENT NO. 1 – Location Map





ATTACHMENT NO. 2 – Plat Page 1 of 5





AGENDA ITEM NO. 1.5
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Final Plat of Oxford Ranch Two, Phase 2
Parcel ID No. 181695

LEGAL CAPTION:

Consider and act upon a request to approve the final plat of Oxford Ranch Two, Phase 2. The property contains ± 69.645 acres of land in the T. Cassidy Survey, Abstract No. 255 and the H.G. Hurst Survey, Abstract No. 458 located at the northeast corner of Cardiff Lane and South Westmoreland Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 4.



APPLICANT:

Harlan Properties, Inc.



PURPOSE:

The applicant is requesting approval of the final plat, subdividing the property into 40 single lots for residential use.



HISTORY:

A previously-approved plat in January / February 2016 by both the City of Waxahachie and Ellis County has expired. The two-year plat approval expired in February 2018. A new preliminary plat is required before the submittal of construction plans for review. The City of Waxahachie approved this preliminary plat on October 1, 2018. The Commissioners' Court approved the preliminary plat of Oxford Ranch Two Phase 2 on October 9, 2018. The City of Waxahachie will approve the final plat of this phase on October 29, 2019 or November 4, 2019.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The County's adopted Master Thoroughfare Plan identifies South Westmoreland Road as a Principal Arterial requiring a minimum total right-of-way dedication of 100 feet. This plat shows a proposed dedication of fifty (50) feet from the centerline of South Westmoreland Road. The dedication complies with the 2007 Thoroughfare Plan and the proposed 2019 plan.



ATTACHMENTS:

1. Location Map
2. Final Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this request, as presented.



PREPARED AND SUBMITTED BY:

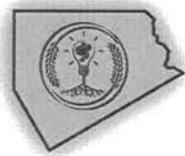
Sara Garcia
Development Process Manager



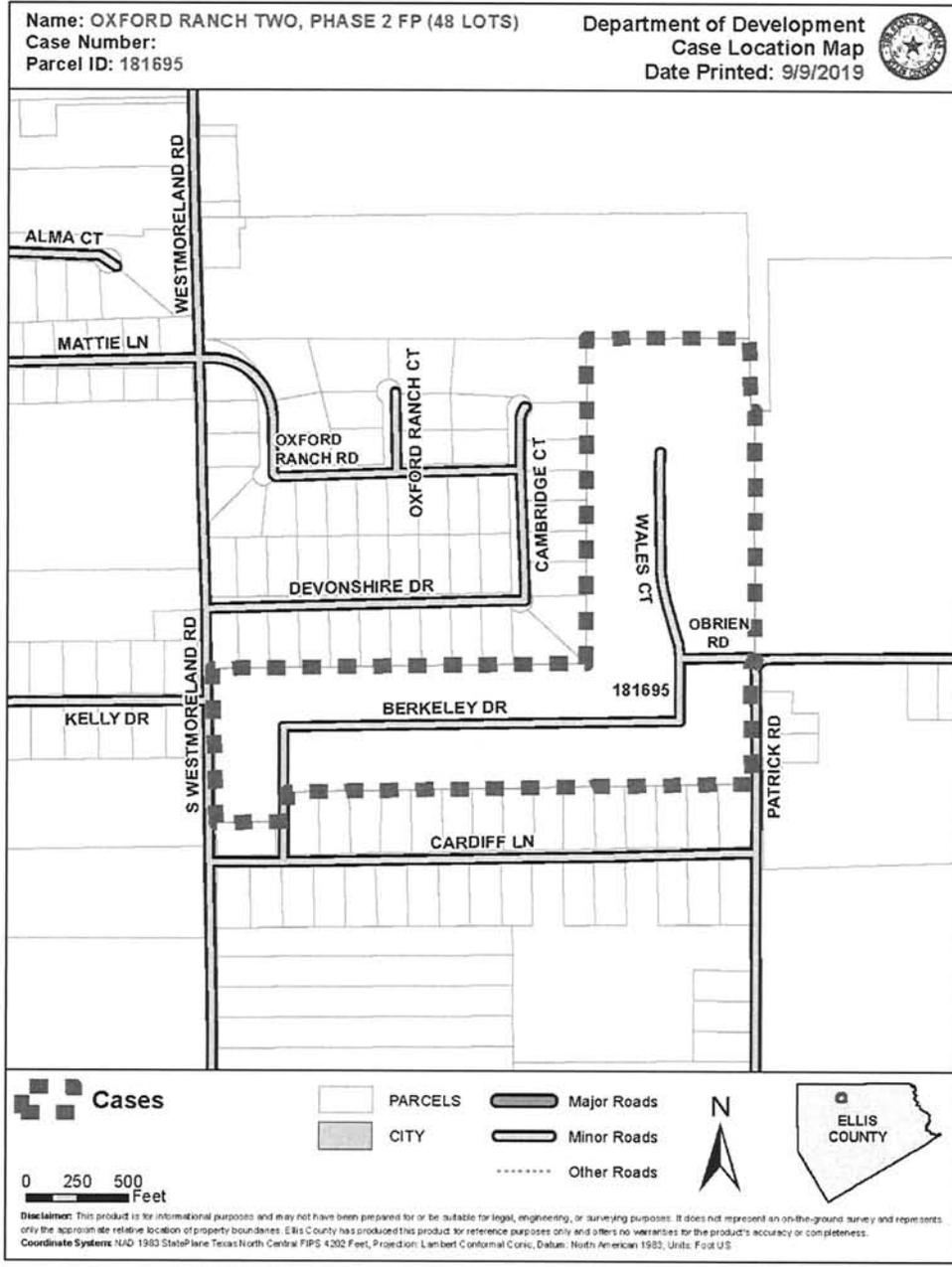
APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1 – Location Map

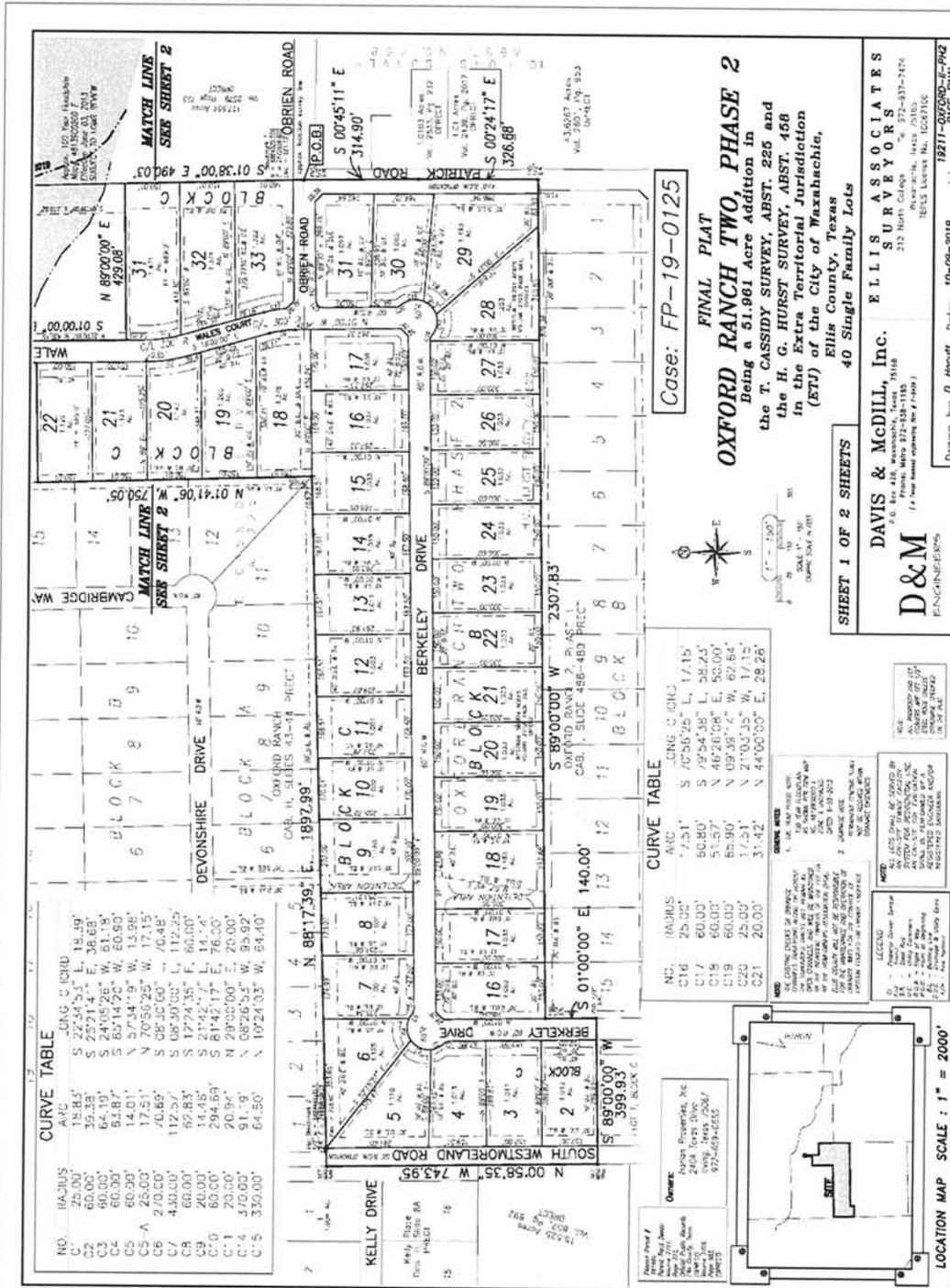




DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – Plat Page 1 of 2





DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – Plat Page 1 of 2

CITY OF WAXAHACHIE, TEXAS FINAL PLAT APPROVAL

APPROVED BY: **DEBORAH DAVIS, CITY MANAGER**
City of Waxahachie

By: _____ Date: _____

WALETS COURT

Map Scale: 1" = 100'

17.684 AC. RESIDUAL

WALETS COURT

LOT 22: N 89°00'00" E 432.15'

LOT 21: N 89°00'00" E 429.08'

LOT 20: N 89°00'00" E 429.08'

LOT 19: N 89°00'00" E 429.08'

LOT 18: N 89°00'00" E 429.08'

LOT 17: N 89°00'00" E 429.08'

LOT 16: N 89°00'00" E 429.08'

LOT 15: N 89°00'00" E 429.08'

LOT 14: N 89°00'00" E 429.08'

FINAL PLAT

OXFORD RANCH TWO, PHASE 2

Being a 51.981 Acre Addition in
the T. CASSIDY SURVEY, ABST. 226 and
the H. G. HURST SURVEY, ABST. 498
in the Extra Territorial Jurisdiction
(ETJ) of the City of Waxahachie,
Ellis County, Texas

40 Single Family Lots

D & M
ENGINEERS
212 BUSH STREET
WAXAHACHIE, TEXAS 75166
PHONE: 972-825-5200
FAX: 972-825-5204

Drawn by: **D. Hecutt** Date: **10-09-19** Job no. **19211-07060-1-P12**
Job no. **19211-07060-1-P12**

NOTE: ALL LOTS SHALL BE BOUND BY THE CITY OF WAXAHACHIE, TEXAS. THE CITY OF WAXAHACHIE, TEXAS, IS THE OWNER OF THE LOTS AND SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES ASSOCIATED WITH THE LOTS.

NOTE: ALL LOTS SHALL BE BOUND BY THE CITY OF WAXAHACHIE, TEXAS. THE CITY OF WAXAHACHIE, TEXAS, IS THE OWNER OF THE LOTS AND SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES ASSOCIATED WITH THE LOTS.

NOTE: ALL LOTS SHALL BE BOUND BY THE CITY OF WAXAHACHIE, TEXAS. THE CITY OF WAXAHACHIE, TEXAS, IS THE OWNER OF THE LOTS AND SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES ASSOCIATED WITH THE LOTS.

OWNER:
12023 PROPOSED, INC.
2404 Tenth Street
Waxahachie, Texas 75166

DEVELOPER'S DECLARATION:
I, the undersigned, being the duly qualified and authorized agent of the undersigned, do hereby certify that the above described land is the property of the undersigned and that the same is being offered for sale to the public in lots of the size and number herein stated. I further certify that the same is being offered for sale to the public in lots of the size and number herein stated. I further certify that the same is being offered for sale to the public in lots of the size and number herein stated.



AGENDA ITEM NO. 1.6
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Replat of Hidden Falls Lot 1A-1C
Parcel ID No. 180909

LEGAL CAPTION:

Consider and act upon a request to replat Hidden Falls, Lots 1A-1C to create two (2) additional lots for residential use. The property contains a total of ± 6.023 acres of land located on the northside of Youngblood Road ± 5,200 feet east of Broadhead Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT:

Logan Garrett



PURPOSE:

The applicant is requesting the replat of Hidden Falls, Lots 1A-1C to create two (2) additional lots for residential use.



HISTORY:

The Commissioners' Court approved the final plat of Hidden Falls on May 7, 2019. The Waxahachie City Council approved this replat request on August 5, 2019.



OTHER RELEVANT INFORMATION:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on September 18, and the Waxahachie Daily Light beginning on September 22, September 25, and September 29, 2019. Staff mailed one (1) certified letter to surrounding property owners on September 18, 2019. To date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.

Engineering Comments:

All comments have been satisfied.



ATTACHMENTS:

1. Location Map
2. Plat
3. Newspaper Notice



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this replat request, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

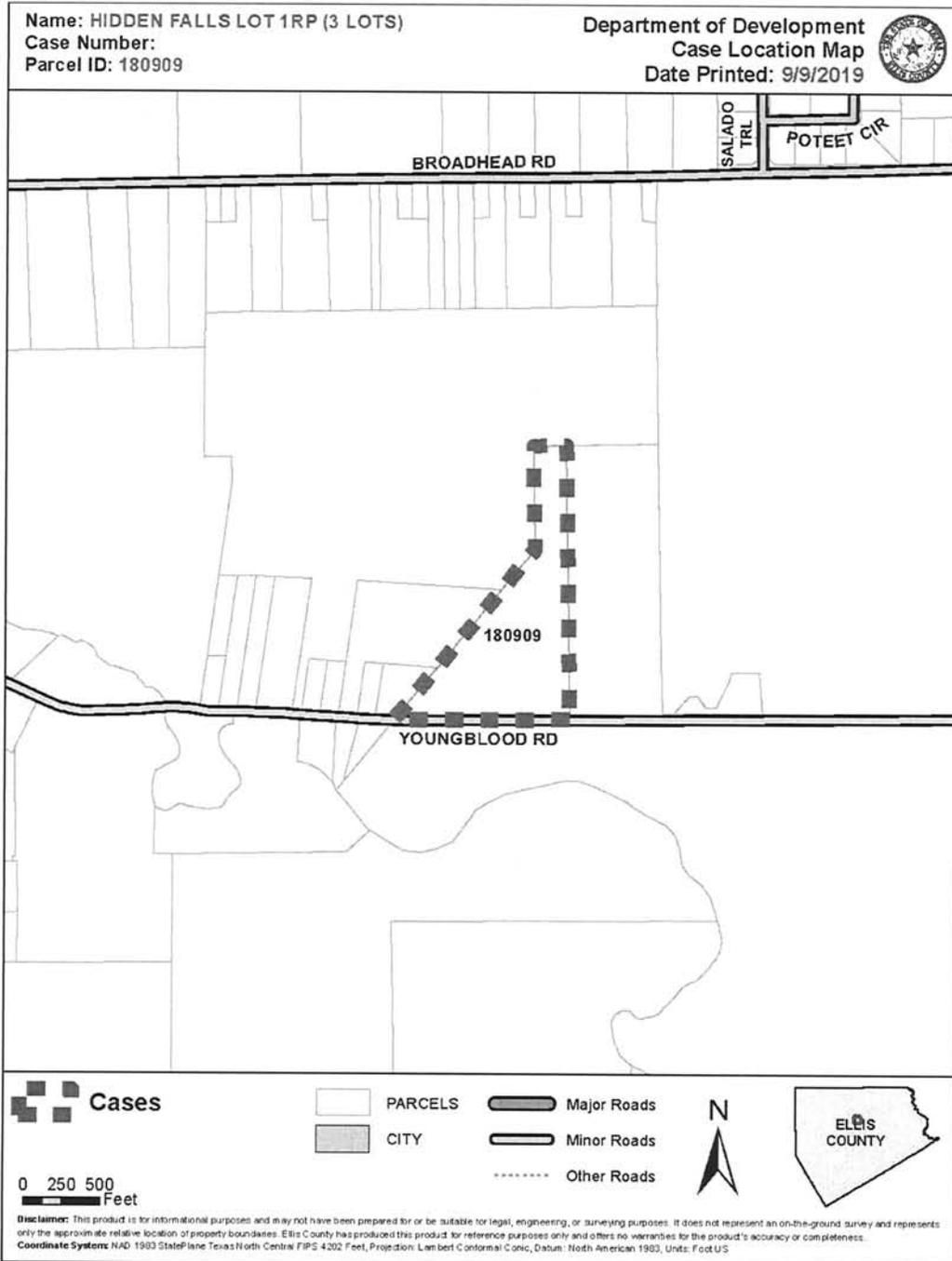


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map





DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 3 – Public Notice Ad - Waxahachie Daily Light

**TO Be Published 3 Times
in the Waxahachie Daily
Light on Sunday, Septem-
ber 22nd, Wednesday,
September 25th, and
Sunday, September 28th,
2019:**

The Ellis County Commis-
sioners' Court will consider
and act upon an applica-
tion for a replat of Hidden
Falls, Lots 1A- 1C to cre-
ate two (2) additional lots
from a previously-platted
property. The property con-
tains a total of ± 6.023
acres of land located on
the northside of Young-
blood Road ± 5,200 feet
east of Broadhead Road, in
the extra-territorial jurisdic-
tion (ETJ) of Waxahachie,
Road & Bridge Precinct
No. 1. The replat will be
presented before the Com-
missioners' Court on Tues-
day, October 22, 2019 at
2:00 PM on the second
floor of the historic Ellis
County Courthouse, 101
West Main Street, Waxa-
hachie, TX, 75165. Please
direct any questions to the
Department of Develop-
ment at 972-825-5200 or
email dod@co.ellis.tx.us.



AGENDA ITEM NO. 1.7
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Replat of Green Meadows Lots 19R & 20R
Parcel ID No. 150722

LEGAL CAPTION:

Consider and act upon a request to replat Green Meadows Lots 19R and 20R to adjust the property line between the two (2) platted lots. The property contains a total of ± 8.922 acres located at the northeast corner of Green Meadows Drive and Link Crest Lane, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

DeeAnne and Brian Row



PURPOSE:

The applicant is requesting the replat of Green Meadows, Lots 19R & 20R to adjust the property line between the two (2) platted lots.



HISTORY:

The Commissioners' Court approved the final plat of Green Meadows on May 2, 1969. The Waxahachie City Council approved this replat request on September 16, 2019.



OTHER RELEVANT INFORMATION:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on September 18, and the Waxahachie Daily Light beginning on September 22, September 25, and September 29, 2019. Staff mailed twenty-eight (28) certified letters to surrounding property owners on September 18, 2019. To date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.

Engineering Comments:

No comments for purposes of submission for the staff report.



ATTACHMENTS:

1. Location Map
2. Plat
3. Newspaper Notice



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this replat request, as presented.



PREPARED AND SUBMITTED BY:

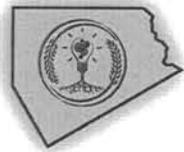
Sara Garcia
Development Process Manager



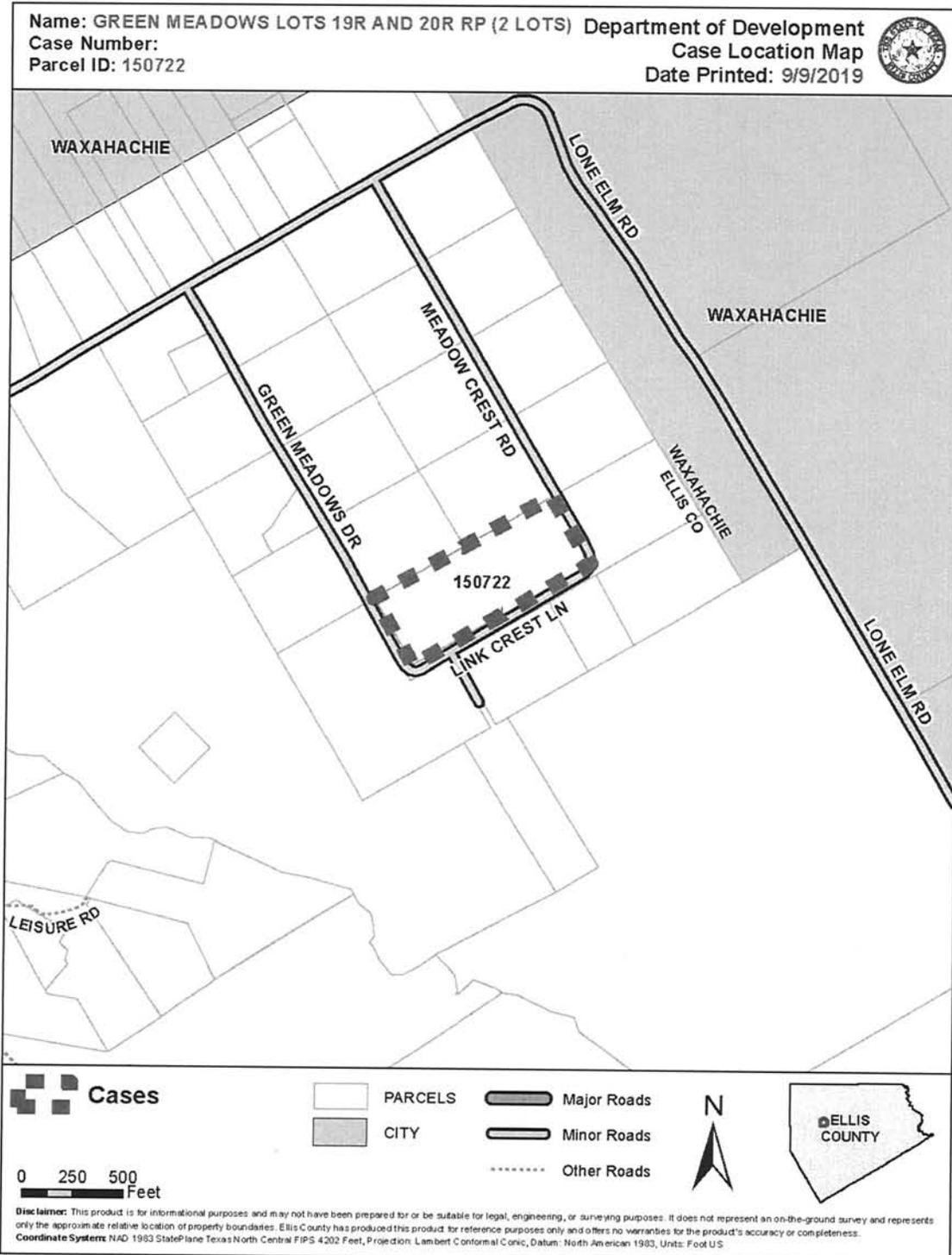
APPROVED AND PRESENTED BY:

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

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



ATTACHMENT NO. 1 – Location Map



-98.921297 32.384761 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 9/9/2019 G:\GIS\Map\Templates\Ellis County Layouts\11 DOD\0-00 Case Location.mxd



ATTACHMENT NO. 3 – Public Notice Ad - Waxahachie Daily Light

Legal Notices

TO Be Published 3 Times
in the Waxahachie Daily
Light on Sunday, Septem-
ber 22nd, Wednesday,
September 25th, and
Sunday, September 29th,
2019:

The Ellis County Commis-
sioners' Court will consider
and act upon an applica-
tion for a replat of Green
Meadow Lots 19R & 20R
to adjust the property line
between the two lots. The
property contains a total of
± 8.922 acres of land loc-
ated at the intersection of
Link Crest Lane and Oak
Lane, in the extra-territori-
al jurisdiction (ETJ) of
Waxahachie, Road &
Bridge Precinct No. 3. The
replat will be presented be-
fore the Commissioners'
Court on Tuesday, Octo-
ber 22, 2019 at 2:00 PM
on the second floor of the
historic Ellis County Court-
house, 101 West Main
Street, Waxahachie, TX,
75165. Please direct any
questions to the Depart-
ment of Development at
972-825-5200, or email
dod@co.ellis.tx.us.

TO BE published 3 times
in the Waxahachie Daily Light
on Sunday, September
15th, 22nd, and 29th,
2019:



AGENDA ITEM NO. 1.8
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Amend existing plat ETJ Agreement with City of Ennis

LEGAL CAPTION:

Consider and act upon a request to amend Minute Order 115.02, an interlocal agreement between Ellis County and the City of Ennis, Texas, regarding platting authority in their extraterritorial jurisdiction (ETJ).



PURPOSE:

Staff is bringing forth this interlocal agreement to grant the County exclusive platting authority in the extraterritorial jurisdiction (ETJ) of the City of Ennis. The City Commission of the City of Ennis approved this agreement at their meeting on October 15, 2019.

Under this agreement, the County will receive all plats in Ennis' ETJ and ask the City for any input or comment. Upon final action, the City will receive a copy of the plat for their records. All plats under this agreement will only come to the County Commissioners' Court for final action.



HISTORY:

House Bill 1445, approved by the 77th Texas Legislature and effective September 1, 2001, required cities and counties to decide who would have platting authority in the ETJ. That bill set forth four (4) options under Chapter 242 of the Texas Local Government Code:

- City exclusive authority in the ETJ
- County exclusive authority in the ETJ
- Apportioning or dividing the ETJ between the entities
- Joint authority with one responsible office

The Commissioners' Court approved the Minute Order 115.02 on April 2, 2002, granting joint subdivision approval authority to both the City of Ennis and Ellis County. That agreement designated the City of Ennis as the "responsible office" for a one-stop-shop for all platting inquiries.

That agreement served both entities well; however, due to the recent passage of House Bill 3167, that agreement is no longer feasible as it became impossible to get two (2) governmental approvals on a plat within the new prescribe 30 days. With the property outside the city limits, the County believes it should be the primary reviewer and final authority of plat approval in the ETJ. Staff is continuing to work diligently with other cities to negotiate amended plat interlocal agreements, and the Commissioners' Court should see more coming within the next few weeks.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

- 1) Draft Plat Interlocal Agreement with City of Ennis (signed copy from the City will be available at the October 22 court).



RECOMMENDATION:

Staff recommends **approval** of this amended plat interlocal agreement with the City of Ennis to granting exclusive platting authority to Ellis County in its ETJ, as presented.



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO.1 – Draft Agreement

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

THE COUNTY OF ELLIS, TEXAS AND THE CITY OF ENNIS, TEXAS

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

WHEREAS, Ellis County (hereinafter "County"), a political subdivision of the State of Texas, and the City of Ennis ("City") also a political subdivision of the State of Texas, wish to enter into an INTERLOCAL COOPERATION AGREEMENT ("Agreement") establishing that Ellis County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ of the City and to regulate subdivisions as authorized by Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Chapter 242, Texas Local Government Code, and this Agreement is entered into pursuant to same by and between the City and the County; and,

WHEREAS, such contracts are authorized under Chapter 242 of the Local Government Code and Chapter 791 of the Government Code of the State of Texas, the latter is cited as the Interlocal Cooperation Act of the State of Texas. Specifically, Section 791.011 of the Interlocal Cooperation Act, regarding contracts to perform governmental functions and services, allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits. Chapter 242 of the Local Government Code provides the authority and for municipalities and counties to regulate subdivisions in and outside a municipality's extraterritorial jurisdiction; and,

WHEREAS, the functions or services contracted for and to be provided by this agreement are within the definition of Governmental function and services as defined by Section 791.003 of the Government Code pursuant to Chapter 242 of the Texas Local Government Code that requires the City and County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the ETJ of the City; and,

WHEREAS, Chapter 242 of the Texas Local Government Code allows the City and County to agree that Ellis County may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ of the City and may regulate subdivisions as authorized by Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties; and

WHEREAS, the City and County find that it is in the best interests of the public to agree to grant Ellis County exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ of the City and that this Agreement will benefit the public by providing appropriate regulation of growth



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🌐: co.ellis.tx.us/dod

and for the safety, health and general welfare of the inhabitants of all persons residing in the ETJ of the City and throughout Ellis County;

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION STATED HEREIN, THE PARTIES AGREE AND UNDERSTAND AS FOLLOWS:

- 1) This Agreement has been authorized by the governing body of each party to this contract, and this agreement shall run until modified by mutual consent of the governing bodies to this Agreement or until any portion of the current ETJ is annexed into the City or disannexed from the City, and then this Agreement shall automatically apply to any new areas that become part of the City's ETJ as a result of any annexations or disannexations without the necessity of any amendment to this Agreement.
- 2) The City and the County agree that Ellis County is granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the ETJ and shall regulate subdivisions as authorized by Sections 232.001-232.005, Subchapter B or C, Chapter 232 of the Texas Local Government Code and other statutes applicable to counties.
 - a) Upon receipt of a subdivision application in the City's extraterritorial jurisdiction (ETJ), the County will send an electronic copy of the subdivision plan/plat to the Planning & Development Department for review and comment by no later than three (3) business days after receipt and application completeness is determined. If there are no comments provided by the established deadline for that plat, the County will determine there are no comments by the City and proceed with the plat.
 - b) Subdivision plat applications for property located in the City's ETJ shall be approved only in compliance with the provisions of Article IX of the City of Ennis Unified Development Ordinance, where applicable and as determined by staff.
 - c) Subdivision plat applications for property located in the City's ETJ shall be processed in accordance with HB 3167 passed by the 2019 Texas Legislature with an effective date of September 1, 2019.
- 3) In the event that the City's ETJ should change, expand or reduce such a manner that the change, expansion or reduction of ETJ necessitates the amendment of this Agreement, both the City and Ellis County agree that this Agreement shall continue until this Agreement is amended to take into account such ETJ change, expansion or reduction. Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by sending a copy of the applicable ordinance and an updated map of such change to the following department:

Ellis County
109 S. Jackson St.
Waxahachie, TX 75165
ATTN: DEPARTMENT OF DEVELOPMENT



DEPARTMENT OF DEVELOPMENT
Ellis County

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

- 4) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly authorized and executed by both parties.
- 5) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party and is immediately effective upon the date of adoption or vote of the governmental body that last adopts or approves this Agreement or unless otherwise stated in this Agreement.
- 6) This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Ellis County, Texas.
- 7) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as being consistent with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.
- 8) The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor Ellis County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- 9) This Agreement will take effect on **NOVEMBER 1, 2019**. The plats which will be subject to this Agreement are those for which the fees are paid, and the application for plat approval has been presented to the County after the effective date of this Agreement. The plats not subject to this Agreement are those for which the fees were paid, and the application for plat approval was presented to either the City or the County before the effective date of this Agreement, and those plats will be governed by law and procedures in effect before the adoption of this Agreement. If the ETJ is expanded or reduced, plats must be filed with the party who has jurisdiction after the effective date of this Agreement.
- 10) The party receiving an application for a plat approval for which the party has no jurisdiction will direct the developer to the appropriate office. Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected, assuming that fees and application are in compliance with applicable law and filed with the proper governmental body having jurisdiction under this Agreement.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

This Agreement is approved by the City Commission of the City of Ennis approved this the _____ day of _____, 2019 and by the Ellis County Commissioners' Court in Minute Order _____ this the _____ day of _____, 2019.

EXECUTED IN DUPLICATE THIS THE _____ DAY OF _____, 2019.

COUNTY:
ELLIS COUNTY, TEXAS

CITY:
CITY OF ENNIS TEXAS

Todd Little
County Judge

Angeline Juenemann, Mayor

ATTEST:

ATTEST:

Krystal Valdez
Ellis County Clerk

Angie Wade
City Secretary



AGENDA ITEM NO. 1.9
Ellis County Commissioners' Court
October 22, 2019



SHORT TITLE:

Amend and update the 2007 Master Thoroughfare Plan.

LEGAL CAPTION:

Consider and act upon an order amending Minute Order 269.07, approving the adoption of the 2019 Ellis County Master Thoroughfare Plan Update, an update to the 2007 Ellis County Thoroughfare Plan; providing a conflicts clause; providing a severability clause; and providing for an effective date.



PURPOSE:

Freese & Nichols, the project consultants provided presentations of the process along with their findings during the public hearings. Staff and the consultants answered questions from the Court and the general public regarding this plan.

Staff scheduled two (2) public hearings, on September 24 and October 1, which allowed 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 County's website since Thursday, September 19. All other documents from previous public informational meetings and throughout this process are still available on the website.



HISTORY:

Update:

At the October 1 meeting, the Commissioners' Court, the agenda item for the Thoroughfare Plan was tabled until the October 22nd meeting to allow staff additional time to work on the wording and defined scope for a proposed additional corridor study along the proposed extension of FM 1387 from Longbranch Road/Bryson Road to IH-35E. After reviewing this language with the Assistant County Attorney, staff feels the wording found in the Recommendation Section meets the desired intent expressed by the Commissioners at the October 1 meeting.

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 a total of thirteen (13) meetings across the County soliciting input from the public on the project. Approximately three-quarters of all meetings included public forums/meetings, committee meetings, and weekend events as opportunities for participation beyond the regular business hours (see below).

2018-2019 Master Thoroughfare Plan Resident & Stakeholder Development 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
- ✓ **Town Hall Meetings** – Three (3) additional town hall meetings for increased citizen participation - *May 7, 2019 (Midlothian), May 8, 2019 (Waxahachie), May 15, 2019 (Ennis)*
- ✓ **Public Hearings @ Commissioners’ Court** – Two (2) meetings –
September 24, 2019, October 1, 2019

One objective for this Thoroughfare Plan update was to make this the most open and transparent process the County has ever seen. Staff collected approximately 85 email addresses from interested citizens to have a ready-made email distribution list to provide updates throughout the process. Also, staff used the County’s website and social media accounts as other avenues to disseminate information and placed paid advertisements in the newspaper, and even asked the local papers to cover events.

In addition, staff has gone out of its way to make ourselves available to anyone to help answer questions about the process plan during regular and nonbusiness hours via in-person meetings, phone, and email. Overall, staff estimated there have easily been over 1,000 inquiries over the past twelve (12) months of this process via email, phone, in-person, and at the public informational meetings.



OTHER RELEVANT INFORMATION:

Advertisement of this first public hearing was advertised in the Waxahachie Daily Light on Friday, September 13, 2019. The second public hearing was advertised on Sunday, September 22, 2019 edition of the Waxahachie Daily Light.

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) Draft Order with Thoroughfare Plan with map



RECOMMENDATION:

Staff recommends the Commissioners’ Court act in the following manner regarding this agenda item:

1. Approve and adopt of the 2019 Ellis County Master Thoroughfare Plan Update, as presented.
2. Direct staff to proceed with an enhanced study along the proposed FM 1387 corridor from Longbranch Road/Bryson Road to IH-35E as shown in Exhibit A.
 - a) The corridor study will look at proposed alignment, proposed width, proposed road section within this study area. This study should be completed within a timeframe not to exceed six (6) months.
 - b) As a part of that study, the County will reach out to the cities of Midlothian and Waxahachie to be included in this study to establish a “unified preferred alignment” along this corridor.
 - c) As a part of this proposed study, staff will reach out to the affected property owners and residents within this proposed corridor study for their input and hold two (2) public forums at the appropriate times.
 - d) Draft a resolution for review and possible approval by the Midlothian City Council, Waxahachie City Council, and the Ellis County Commissioners’ Court to the Texas Department of Transportation (Tx-DOT) showing the preferred alignment of the three (3) entities.
 - e) Upon completion of the study, hold a public hearing and, if approve, amend the 2019 Thoroughfare Plan showing the preferred proposed route along this corridor study along with an addendum to the Master Thoroughfare Plan document showing the results of the study.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO.1 – Draft Order

COMMISSIONERS' COURT OF ELLIS COUNTY

ORDER NO. _____

ADOPTION OF THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE, AN UPDATE TO THE 2007 ELLIS COUNTY THOROUGHFARE PLAN

On this the 22nd day of October 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 AMENDING MINUTE NO. 269.07, APPROVING THE ADOPTION OF THE 2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE, AN UPDATE TO THE 2007 ELLIS COUNTY THOROUGHFARE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, the Texas State Legislature officially established Ellis County on December 20, 1849, under a bill sponsored by General Edward H. Tarrant; and,

WHEREAS, Chapter 232.102 of the Texas Government Code grants the County the power to adopt a thoroughfare plan to dedicate right-of-way after notification in a newspaper of general circulation in the County; and,

WHEREAS, the County placed notifications of the public hearing on September 24, 2019, and October 1, 2019, in the Waxahachie Daily Light to satisfy the notification requirement; and,

WHEREAS, desires to ensure that the community develops in a manner which reflects the objectives and values of the community's citizenry, property owners and decision-makers; and



WHEREAS, the County desires to adopt the 2019 Ellis County Master Thoroughfare Plan Update to address future transportation and mobility needs due to expected population and employment growth over the next 25 years throughout the County, and related matters within the City; and

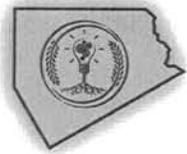
WHEREAS, the Thoroughfare Plan Technical Advisory Committee and staff have reviewed and recommended the approval of the 2019 Ellis County Master Thoroughfare Plan Update; and

WHEREAS, in compliance with the laws of the State of Texas, the County has given all the required notices, held the required public hearings, conducted numerous community meetings, public input sessions, stakeholder interviews, and other forms of community input to all property owners generally, the citizens of Ellis County, and to all interested persons regarding the 2019 Ellis County Master Thoroughfare Plan Update described herein, the Commissioners' Court deems it is in the best interest of all its citizens to adopt the 2018 Comprehensive Plan of the 2019 Ellis County Master Thoroughfare Plan Update and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

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

SECTION 1. That the 2019 Ellis County Master Thoroughfare Plan Update, attached hereto as Exhibit "B", is adopted as the official policy of the County to use to ensure right-of-way dedication for current or future roads upon subdivision of property and as a planning document to help determine the approximate location of future roads in the County's road network. Furthermore, the Commissioners' Court of Ellis County directs staff to proceed with an enhanced study along the proposed FM 1387/Bob White Road corridor from Longbranch Road/Bryson Road to IH-35E as shown in Exhibit A with the following parameters.

- a) The corridor study will look at the proposed alignment, proposed width, and proposed road section within this study area. This study should be completed within a timeframe not to exceed six (6) months.
- b) As a part of that study, the County will reach out to the cities of Midlothian and Waxahachie to be included in this study to establish a "unified preferred alignment" along this corridor.
- c) As a part of this proposed study, staff will reach out to the affected property owners and residents within this proposed corridor study for their input and hold two (2) public forums at the appropriate times.
- d) Draft a resolution for review and possible approval by the Midlothian City Council, Waxahachie City Council, and the Ellis County Commissioners' Court to the Texas Department of Transportation (Tx-DOT) showing the preferred alignment of the three (3) entities.
- e) Upon completion of the study, hold a public hearing and, if approved, amend the 2019 Thoroughfare Plan showing the preferred proposed route along with this corridor study along with an addendum to the Master Thoroughfare Plan document showing the results of the study.



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 and after the date of its passage on October 23, 2019, and it is accordingly so ordained.

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22ND DAY OF OCTOBER 2019.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

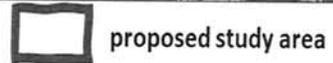
Krystal Valdez, County Clerk



EXHIBIT A –
PROPOSED CORRIDOR STUDY ALONG PROPOSED FM 1387 EXTENSION FROM LONGBRANCH
ROAD/BRYSON ROAD TO IH-35



Proposed Study of FM 1387 Alignment (Longbranch/Bryson Road to IH-35)





DEPARTMENT OF DEVELOPMENT
Ellis County

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

EXHIBIT B –
2019 ELLIS COUNTY MASTER THOROUGHFARE PLAN UPDATE



AGENDA ITEM 1.10
Ellis County Commissioners Court
October 22, 2019



SHORT TITLE:

Variance for the number of residential units allowed; Parcel ID - 242744.

LEGAL CAPTION:

Consider & act upon a request for a one-time variance from Section IV (A)(3) (ii) (Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units. The property contains ± 4.50 acres of land located at the northeast corner of Ovilla Road and Slippery Creek Road in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road & Bridge Precinct No. 4.



APPLICANT(S):

Carl Neal

PROPERTY OWNERS

Patricia Ruyle, Linda Reeder, and Michelle McGraw

After initially meeting with the applicant in August 2018 regarding the Heritage Glen conceptual plan, the applicant presented himself as the property owner and even signed applications stating as such, but he only had an option on the property. To date, as indicated in his request, he has only secured the signature of one (1) of the three (3) actual owners listed on the property for the variance application and none for the plat application. After legal consultation, this case cannot lawfully proceed without the signatures of all current property owners or one letter of authorization granting one of them authority to act on behalf of the other two.



PURPOSE:

The applicant is seeking a variance to allow more dwelling units on the property. He is planning a multifamily development with approximately 18 units on ± 3.879 acres once the plat is approved and 15 feet of right-of-way is dedicated along Ovilla Road to comply with the Thoroughfare Plan. Based on the current regulation, the maximum number of units allowed for this property is eight units (8). The proposed variance request would allow an additional ten (10) units.

The applicant's attorney is arguing the County is trying to regulate density, which is outside its authorized powers outlined in Chapter 232 of the Texas Local Government Code. However, the regulation does not restrict density but used as a tool to help determine the minimum amount of retention/detention areas needed to meet the County's drainage requirements and to determine the minimum amount of absorption area required for the septic systems.



HISTORY:

Before this proposed development, this property has no previous subdivision or development history associated with it.

Below is a timeline regarding this project. This timeline is only through July 30, 2019.

TIMELINE

Early August 2018 – Director meets with Carl Neal about a proposed project at Ovilla Rd and Slippery Creek Ct.

08/09/2018 – Applicant brings a copy of the conceptual drawing.

08/10/2018 – Director emails the plan for review and sets a meeting time to discuss. The project includes five (5) structures and approximately 20 housing units.

08/14/2018 – Staff meets with Mr. Neal. Staff requests septic and drainage information.

11/28/2018 – Email from City of Ovilla to Mr. Neal to set up a meeting.

11/29/2018 –

9:26 AM – Email to Ovilla requesting the number of lots on the proposed plat for fee purposes.

9:41 AM – City confirms the project is approximately four (4) acres and 21 housing units.

2:00 PM - Mr. Neal and City of Ovilla meet to discuss plat submittal requirements. The City of Ovilla presented Mr. Neal with a set of outstanding items needed for plat submittal.

12/04/2018 – Ellis County Commissioners' Court approves new regulations.

12/05/2018 – The effective date of new regulations.

01/22/2019 – is by Sardis Lone Elm signs the water endorsement letter stating water availability to this site; has the signature of Linda Reeder, not Carl Neal as the property owner, who signed the plat application as the property owner.

02/19/2019 – Mr. Neal inquires about setback lines; delivers a copy of setbacks for review. Mr. Neal submits county application as the property owner to the City of Ovilla. He does not own the property.

02/22/2019 – Staff calls Mr. Neal and leaves a voicemail; no callback received.

Late February 2019 – Mr. Neal makes an application with the City of Ovilla.



05/28/2019 – The City of Ovilla requests an update of this project to the County due to recent municipal staff changes in the Public Works Department. An email from Eikon to the City still shows outstanding comments that have not been addressed.

06/06/2019 – The County receives construction plans from the City and sent for review.

06/06-10/2019 – The County receives internal comments from staff showing outstanding issues.

06/19/2019 – Email from City of Ovilla stating they are still awaiting modifications to plat.

The County emails the City, informing them they are rejecting the plat application as presented. County suggests modifications.

06/24/2019 – Additional information is provided from the County to the Ovilla City Manager regarding this project.

On our about 07/01/2019 – The Director meets with the applicant informing him that the project does not meet current regulations and will talk to Assistant County Attorney to discuss if vesting applies to this situation.

07/11/2019 – Mr. Neal meets with Vance Hinds, Asst. County Attorney, to discuss the project, history, and options.

07/15/2019 – The director responds to an email from Mr. Neal about meeting with Vance; proposes a timeline of the project history.

07/15-16/2019 - Mr. Neal & City of Ovilla sent emails and documents to the Director of meetings held in Nov. 2018.

07/30/2019 – The City of Ovilla sends an email sent to Mr. Neal regarding outstanding plat comments.



OTHER RELEVANT INFORMATION:

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

1. *That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,*



2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,
3. That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.
5. That the situation causing the hardship or difficulty is neither self-imposed or self-created.
6. A variance shall not be granted to relieve a personal hardship, nor shall it be based on economic gain or loss, financial, or economic hardship, nor shall it permit any person a privilege in developing a parcel of land by this Order to other parcels of land.

Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out eleven (11) notices via regular mail on October 11, 2019 to satisfy this requirement.



ANALYSIS:

Staff first met with the applicant back in August 2018 to discuss the proposed project, and though the use of the multifamily units was never in question, staff never had all the details (i.e., civil plans, drainage, septic, etc.) to determine if the project would fit on this small site. Later staff requested this information but did not receive anything.

Staff would not hear anything on this project until late November 2018 when a plat applicant was submitted to the City of Ovilla; however, it was not complete as there were outstanding items missing to make it a complete application. It was not until late January before other information is submitted. Later, staff discovers the applicant is not the property owner. Also, the City's consultants (Eikon) and County staff review the set of construction plans with many outstanding comments that have yet to be addressed. Some of those comments were as follows:

- Inaccurate runoff coefficients, which changes the size of the detention areas
- No septic design was ever provided and based on preliminary analysis of the number of units and bedrooms proposed, it will likely require anywhere from one (1) to two (2) acres for absorption field area and might ultimately need TCEQ approval as it appears to cross their threshold for review.
- An additional 5 feet of rear yard setback, on the north side of the property, is needed to comply with the regulations.



- From our knowledge, Tx-DOT has not reviewed or approved the drive cut onto Ovilla Road or the civil plans as they are planning to funnel drainage to their rights-of-way and connect to a state-facility.

Staff does not believe this case meets the criteria set forth to issue a variance. His argument of other similar multi-family developments are irrelevant as zoning, and the availability of sewer played a huge role in those developments. The project would not have met the pre-December 2018* or the post-December 2018** regulations.

* Section 8-A (7th paragraph)

"For multi-family subdivisions, adequate provision shall be made by the Developer for common ownership and maintenance of community facilities such as recreation and open space, parking, access and similar common use areas. Such open space and service areas shall, at a minimum, provide for one-half (1/2) acre for each family unit in the development. The subdivider shall also furnish deed restrictions limiting the property to multi-family home use and provide disposition and maintenance covenants for all open space or other common ownership areas. Such restriction shall be recorded at the time of plat recordation."

**Section IV (B) (3) (ii)

"Multi-family lots (at least three (3) residential units per lot) – three hundred (300) feet of paved street frontage and the greater of either three (3) acres or one-half the number of dwelling units in acres located outside the floodplain (i.e. 50 units = 25 acres, 100 units = 50 acres, etc.); and,"



RECOMMENDATION:

After reviewing this project with legal counsel, staff does not believe this case is ripe for action as there are still multiple property owners signatures missing as part of this application to make it a valid request. Due to this reason, staff recommends **tabling** this variance request until the applicant can submit letters of authorization and application with the remaining two property owners' signatures for the variance case to proceed.

If the Commissioners' Court decides to act on this case, staff recommends **denial** of this variance request, as presented, as it does not meet the established criteria outlined in Section VIII (B) for this case.

However, should the Commissioners' Court decide to approve this case, staff recommends it be approved based on the following conditions:

1. Tx-DOT shall review all civil plans associated with this proposed development, including any drive cuts along Ovilla Road (FM 664) prior to the submittal of any civil plan review to the County.
2. Submittal and review and approval of civil plans upon meeting all Tx-DOT's regulations, where applicable, and the County's current regulations. These plans shall include but



not limited to an updated site plan, an existing drainage map, a proposed drainage plan, drainage calculations, site grading plan, site utility and erosion control plan, and traffic control plan.

3. Address all comments from Eikon dated May 23, 2019 and delivered to the City of Ovilla.
4. Submittal, review, and approval of an on-site sewage facility (OSSF) design upon meeting the minimum standards outlined in the Ellis County Septic Order or the Texas Council of Environmental Quality (TCEQ), whoever has ultimate jurisdiction.
5. Submittal, review, and approval of a plat upon meeting all the requirements outlined in Volume I of the Ellis County Growth Initiatives.
6. Submittal, review, and approval from the Ellis County Fire Marshal’s Office upon meeting and compliance with the Ellis County Fire Code.
7. Depending on meeting all the above conditions mentioned, the total number of residential units may be reduced to that of what was initially presented in the variance request. If so, a final site plan showing the exact number of units shall be included with all associated submittals.



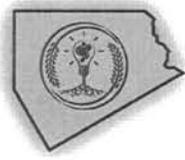
ATTACHMENTS:

1. Conceptual Site Plan
2. Applicant’s Request
3. Draft Order



APPROVED AND PRESENTED BY:

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



ATTACHMENT NO.2 – Applicant's Letter

VARIANCE REQUEST FOR PROPOSED
HERITAGE GLEN, LOT 1, BLOCK A

We (Heritage Glen Partners LLC) are requesting this variance for two reasons: First, we believe this project as proposed represents the highest and best use of the property:

1. While it is a multi-family project, the density (4.8 units/acre) is very low when compared to recent projects of a similar nature. The Maple Ridge Townhomes in Midlothian, built in 2016 and consisting of fifty two homes built on 3.1 acres (16.8 units/acre) and the newly built eight home development on the corner of Dunn and 2nd Street in Waxahachie on a .41 acre site (19.5 units/acre). I realize the availability of sanitary sewer plays a large role here, I'm just trying to point out that this project won't have the appearance of a high density, urban style multi-family complex.
2. On that subject, this project fronts on what is soon to be a six lane thoroughfare. I would suggest that this project would look very appropriate in this setting.
3. We've had several meetings (starting last November) and worked closely with the City of Ovilla on this project. City officials have told me they will support and not oppose this variance request.
4. Having been a resident in this part of Ellis County since 1995, I've noticed very little non-residential development along this stretch of Ovilla Road. While several upscale housing developments have sprung up south of this location, the only new construction between this property and the Ovilla city limits has been a couple of metal buildings (firework stand and an empty auto garage) and some additional self-storage buildings.
5. This project would certainly meet a current need, which is the lack of available rental housing in the Midlothian ISD (particularly Heritage High School) for under \$2,000/month. With the lack of multi-family zoning in both Midlothian and Ovilla, this will continue.
6. I just want to emphasize how nice this project would be. The average home is over 1800 sf, with 3 bedrooms and 2 to 2.5 baths, attached garage, large covered patios, fenced and landscaped backyards, etc. There is a pool with a large pavilion and restroom, the whole site will be fenced (iron) and both entrances gated. The entry on Ovilla Road will rival any of the custom home developments nearby, the landscaping will far exceed anything that would've been required in the city limits. The exteriors will be stone/brick (except second floor areas that can't be reasonably supported) and the elevations are mixed and varied and contain architectural details more associated with custom homes.



DEPARTMENT OF DEVELOPMENT
Ellis County

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🌐: co.ellis.tx.us/dod

The second reason for this variance request is simply to seek some fairness in this process.

1. This project was reviewed with Ellis County officials at a pre-development meeting last August and was essentially given the "green light" to proceed to the next steps in the process (engineering, construction drawings, etc.). The number of homes/density was always apparent, we spent much of the pre-development meeting counting bedrooms and baths and determining whether the project's septic system would fall under state or county review.
2. After this meeting, the civil engineer (Davis & McDill) was given the go-ahead to proceed with the construction plans, an approach permit was applied for and received from TXDOT, a sanitarian was hired to develop the septic design, the SWPPP plan was commissioned, an appraisal for the lender was done, a surveyor prepared the plat documents (submitted in November), and the development of the architectural plans continued.
3. A meeting was held in November with the City of Ovilla, the plans remained essentially the same as the August meeting with Ellis County. There were no "red flags" that came from this meeting, I worked with the since departed Brad Piland through the winter/spring and the plans underwent two engineering reviews. I also spent a good bit of time with Brad trying to put my mind at ease that there wasn't some overlooked detail(s) that could derail this project.
4. I didn't submit any plans directly to Ellis County, it was explained to me that everything would go through the City of Ovilla and they would share with the County and the review would be simultaneous. My dealings with the Ellis County staff during this time was limited, but there were a few discussions regarding this project. The first regarded the land seller's misgivings about having signed the "take-it" letter, the second about clarification on the amount of right-of-way easement that needed to be dedicated. No long, formal meetings, but it was apparent that this project was moving forward.
5. I wasn't made aware of any "issues" with the project until July 3, when I contacted Pam Woodall at the City of Ovilla to see why the P&Z meeting I had been scheduled to appear at the previous evening had been cancelled. She read to me an email she had received from the County almost three weeks earlier that brought up the density/acre concern.
6. In summary, my investor partners and myself feel we have been cast into an unfortunate situation. While I have a lot of experience as a general contractor, this was my first attempt at developing something from the ground up. I sought and followed all the advice and direction I was given in this process. I believed so strongly in this plan concept that I spent tens of thousands of my and my partners' money to make this happen. In addition, we are now committed to purchase property that, without this variance, would be of little use to us. We're hoping the



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Commissioner's Court weighs the merits of this appeal and restores our faith in this process. We think this project is a "win" for both us and Ellis County.

Sincerely,

Carl D. Neal



ATTACHMENT NO.3 – Draft Order

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 22nd day of October 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 GRANTING A ONE-TIME VARIANCE FROM SECTION IV (A)(3) (II) (LOTS) OF THE SUBDIVISION DEVELOPMENT STANDARDS GRANTING MORE THAN THE ALLOWABLE NUMBER OF DWELLING UNITS. THE PROPERTY CONTAINS ± 4.50 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF OVILLA ROAD AND SLIPPERY CREEK ROAD IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF OVILLA, ROAD & BRIDGE PRECINCT NO. 4., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "B," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners' Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and are set forth above are incorporated into the body of this order as if fully set forth herein and the granting of relief in the form of a lesser standard will not impact adversely



DEPARTMENT OF DEVELOPMENT
Ellis County

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🌐: co.ellis.tx.us/dod

on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL.

The variance for the above-described property is hereby granted a one-time variance from Section IV (A)(3) (ii) (Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units subject to the following conditions:

1. Tx-DOT shall review all civil plans associated with this proposed development, including any drive cuts along Ovilla Road (FM 664) prior to the submittal of any civil plan review to the County.
2. Submittal and review and approval of civil plans upon meeting all Tx-DOT's regulations, where applicable, and the County's current regulations. These plans shall include but not limited to an updated site plan, an existing drainage map, a proposed drainage plan, drainage calculations, site grading plan, site utility and erosion control plan, and traffic control plan.
3. Address all comments from Eikon dated May 23, 2019 and delivered to the City of Ovilla.
4. Submittal, review, and approval of an on-site sewage facility (OSSF) design upon meeting the minimum standards outlined in the Ellis County Septic Order or the Texas Council of Environmental Quality (TCEQ), whoever has ultimate jurisdiction.
5. Submittal, review, and approval of a plat upon meeting all the requirements outlined in Volume I of the Ellis County Growth Initiatives.
6. Submittal, review, and approval from the Ellis County Fire Marshal's Office upon meeting and compliance with the Ellis County Fire Code.
7. Depending on meeting all the above conditions mentioned, the total number of residential units may be reduced to that of what was initially presented (18) in the variance request. If so, a final site plan showing the exact number of units shall be included with all associated submittals.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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🌐: co.ellis.tx.us/dod

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

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 22ND DAY OF OCTOBER 2019.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



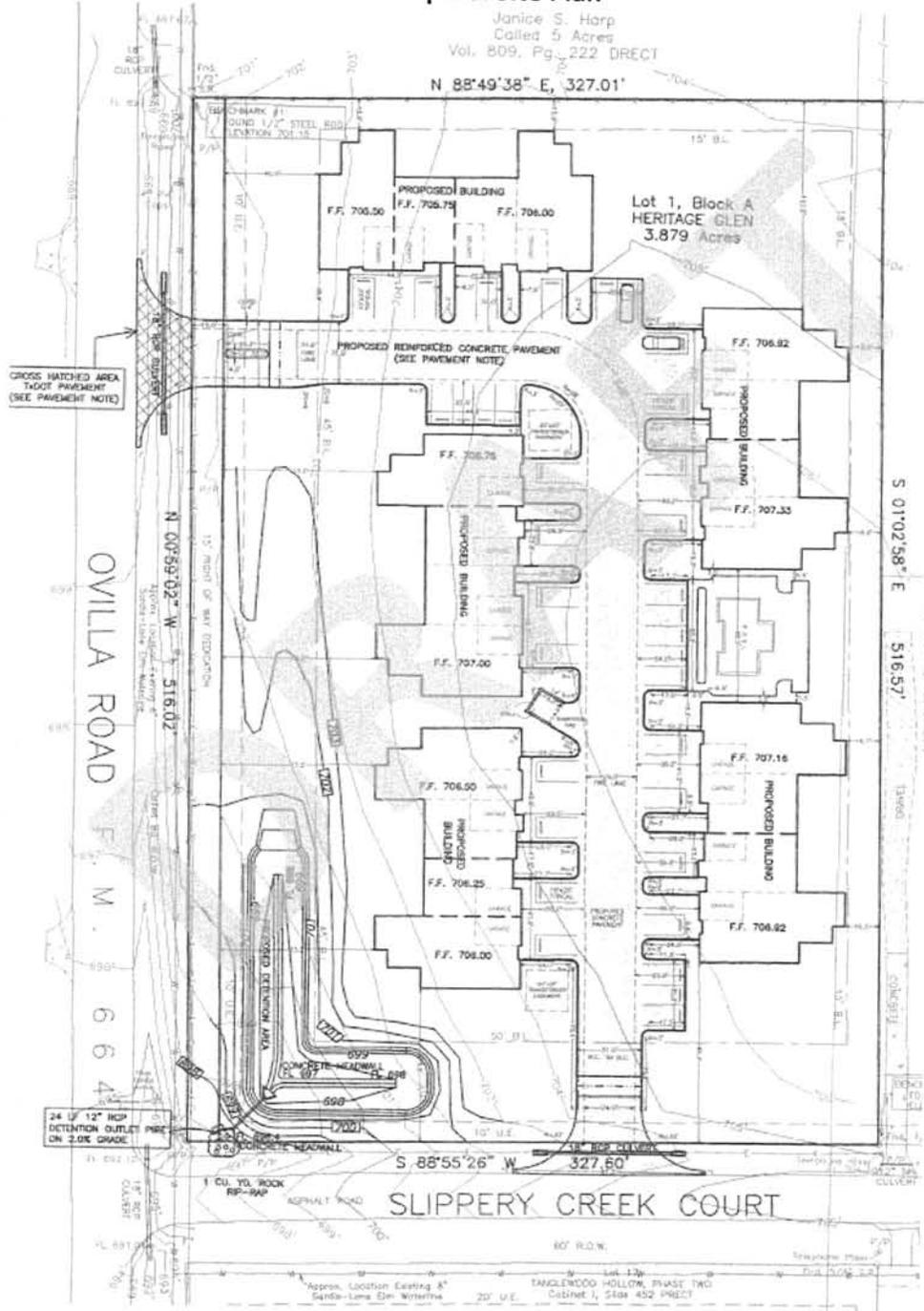
EXHIBIT A
Location Map



96 28237 3251433 Author: res.eco.charles O:\G:\co.ellis.tx.us Date Printed: 10/2/2019 O:\GIS\MapServer\templates\Ellis County Layouts\19001900 Case Location.mxd



EXHIBIT B
Conceptual Site Plan





10/09/2019

Sent Via Email: ej.harbin@co.ellis.tx.us

Ellis County TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Ellis County TX
3. Equipment Description: (2) 2020 Mack GR64F Dump Trucks
4. Equipment Cost: \$263,951.58
5. Term: 13 months
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)
 - 1 payment in 13 months of \$274,255.24
 - Arrears
7. Lease Rate: 13 - 3.54%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to * increase in current prime rate 5.00% Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-

Compounding Period: Monthly

Nominal Annual Rate: 3.540%

DRAFT
 Dates may change at closing

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/10/2019	263,951.58	1		
2	Payment	11/10/2019	0.00	12	Monthly	10/10/2020
3	Payment	11/10/2020	274,255.24	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	10/10/2019				263,951.58
1	11/10/2019	0.00	778.66	-778.66	264,730.24
2	12/10/2019	0.00	780.95	-780.95	265,511.19
3	01/10/2020	0.00	783.26	-783.26	266,294.45
4	02/10/2020	0.00	785.57	-785.57	267,080.02
5	03/10/2020	0.00	787.89	-787.89	267,867.91
6	04/10/2020	0.00	790.21	-790.21	268,658.12
7	05/10/2020	0.00	792.54	-792.54	269,450.66
8	06/10/2020	0.00	794.88	-794.88	270,245.54
9	07/10/2020	0.00	797.22	-797.22	271,042.76
10	08/10/2020	0.00	799.58	-799.58	271,842.34
11	09/10/2020	0.00	801.93	-801.93	272,644.27
12	10/10/2020	0.00	804.30	-804.30	273,448.57
13	11/10/2020	274,255.24	806.67	273,448.57	0.00
Grand Totals		274,255.24	10,303.66	263,951.58	



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



DATE: August 22, 2019
 CUSTOMER NAME: ELLIS COUNTY PCT 2
 ADDRESS: 1400 OAK GROVE RD
 CITY/STATE/ZIP: ENNIS, TX 75119
 CONTACT: LANE GRAYSON
 SALESMAN: RHETT RIEKEN

INVOICE NUMBER **14408**

DESCRIPTION	AMOUNT
YEAR/MODEL VIN DESCRIPTION 2020 MACK GRANITE GR64F M-DRIVE HD DUMP WITH OX 14 YARD BODY S/N	\$ 132,000.00
YEAR/MODEL VIN DESCRIPTION 2020 MACK GRANITE GR64F M-DRIVE HD DUMP WITH OX 14 YARD BODY S/N	\$ 132,000.00

FEDERAL EXCISE TAX

SUBTOTAL

264,000.00

EXTENDED WARRANTY

DELIVERY

MISC. CREDIT

(587.80)

EMISSIONS FEE

(*97 or newer 1%/96 or older 2.5%)

STATE SALES TAX

LICENSE & REGISTRATION

TITLE FEE/INSPECTION

DOT INSPECTION

80.00

DOCUMENTARY FEE

75.00

DEALER INVENTORY TAX

384.38

TOTAL PRICE

263,951.58

DEPOSIT ON ORDER

ALLOWANCE ON TRADE-IN:

YEAR/MODEL

VIN

DESCRIPTION

TRADE-IN ALLOWANCE

BALANCE OWED ON TRADE-IN

NET ALLOWANCE ON TRADE-IN

AMOUNT DUE

263,951.58

TOTAL PRICE

\$

263,951.58

LIEN HOLDER:

BANCORP SOUTH EQUIPMENT FINANCE

12 Thompson Park

Hattiesburg, MS 39401

SHIP TO:

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

BUYBACK \$120K EA



10/15/2019

Sent Via Email: ej.harbin@co.ellis.tx.us

Ellis County TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Ellis County TX
3. Equipment Description: 2020 Ford Explorer
4. Equipment Cost: \$37,467.00
5. Lease Term: 3 years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)
36 monthly payments of \$1,100.36
Arrears
7. Lease Rate: 36 – 3.64%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease **funded prior to *increase in current prime rate 5.00%** Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 11/30/2019. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____

Title

Date: _____

INSTRUCTIONS FOR EXECUTING DOCUMENTS

<u>Document</u>	<u>Instructions</u>
Contract	Sign & Date Last Page of Contract
Special Stipulations Exhibit A	Sign & Date
Legal Counsel's Opinion Exhibit B	Should be typed on counsel's letterhead
Delivery Order Exhibit C	1st line - Date 2nd line - Date of Contract A. - Due Date will be set when the contract is closed C. - Fiscal period Page 2 - Sign & Date
Equipment Acceptance Notice Exhibit D	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign & Date
Resolution	Section 1. - Name of person authorized to sign contract Section 7. - The amount of tax-exempt obligations (including this contract) made during this calendar year (since January 1)
Tax Exempt Certificate	1st line - Name of person completing form 2nd line - Date of contract No. 7 - Date of Resolution No. 8 - (See Resolution Section 7 above) Page 2 - Sign & Date
IRS Form 8038-G (or 8038-GC)	No. 2 - Your Fed. I.D. No. Sign & Date
Uniform Commercial Code Form	
Essential Use Letter	Type on your letterhead. State the use and purpose of the equipment <input type="checkbox"/> <input checked="" type="checkbox"/>
Invoice	Advance rental Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Regular Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

Overnight Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

By: _____

Title: _____

Date: _____

LESSEE: Ellis County, Texas
101 W. Main Street
Waxahachie, TX 75165

By: _____

Title: _____

Date: _____

--NONE--

EXHIBIT A

**THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S
LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

Re: Equipment Lease - Purchase Agreement dated April 8, 2015 and Delivery Order No. 08
thereto, dated _____, by and between BancorpSouth Equipment Finance, a
division of BancorpSouth Bank, as Lessor, and Ellis County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Ellis County, Texas (the "Lessee") and pursuant to the
above-referenced transaction, I am familiar with the above-referenced Equipment Lease -
Purchase Agreement (the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers
as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my
opinion that:

1. Either the Lessee is a state, territory, a possession of the United States, the District of
Columbia, or a political subdivision thereof (as such terms are defined in section 103 of the
Internal Revenue Code and the Regulations thereunder) or the Lessee is a constituted authority
(as such term is defined in section 103 of the Internal Revenue Code and the Regulations
thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the
Lessee is authorized by the Constitution and laws of the State of Texas to enter into the
transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and
constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its
terms.

3. No further approval, consent or withholding of objections is required from any federal,
state or local government authority with respect to the entering into or performance by the
Lessee of the Agreement and the transactions contemplated thereby.

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and, when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required public bidding procedures regarding the award of the Agreement have been followed by the Lessee.

Sincerely,

DELIVERY ORDER NO: 08

Dated as of: _____

To Agreement No: 10657

THIS DELIVERY ORDER is issued pursuant to an Equipment Lease - Purchase Agreement dated as of April 8, 2015 (the "Agreement"), between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Delivery Order are "See Schedule A". A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: "See Schedule A". Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from _____ to _____.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: See Schedule A-1 attached hereto and made a part hereof

EXHIBIT C

F. LOCATION.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility will incur a rate of not less than 5.00%.
2. Loss of tax-exempt interest will incur a rate of not less than 5.00%.

THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Agreement until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

LESSOR:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

By: _____

Title: _____

LESSEE:

Ellis County, Texas

101 W. Main Street
Waxahachie, TX 75165

By: _____

Title: _____

Nominal Annual Rate: 3.640%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	10/09/2019	236,262.85	1		
2	Lease Payment	11/09/2019	6,937.65	36	Monthly	10/09/2022

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Interest	Principal	Balance
Lease	10/09/2019				236,262.85
1	11/09/2019	6,937.65	716.66	6,220.99	230,041.86
2	12/09/2019	6,937.65	697.79	6,239.86	223,802.00
2019 Totals		13,875.30	1,414.45	12,460.85	
3	01/09/2020	6,937.65	678.87	6,258.78	217,543.22
4	02/09/2020	6,937.65	659.88	6,277.77	211,265.45
5	03/09/2020	6,937.65	640.84	6,296.81	204,968.64
6	04/09/2020	6,937.65	621.74	6,315.91	198,652.73
7	05/09/2020	6,937.65	602.58	6,335.07	192,317.66
8	06/09/2020	6,937.65	583.36	6,354.29	185,963.37
9	07/09/2020	6,937.65	564.09	6,373.56	179,589.81
10	08/09/2020	6,937.65	544.76	6,392.89	173,196.92
11	09/09/2020	6,937.65	525.36	6,412.29	166,784.63
12	10/09/2020	6,937.65	505.91	6,431.74	160,352.89
13	11/09/2020	6,937.65	486.40	6,451.25	153,901.64
14	12/09/2020	6,937.65	466.83	6,470.82	147,430.82
2020 Totals		83,251.80	6,880.62	76,371.18	
15	01/09/2021	6,937.65	447.21	6,490.44	140,940.38
16	02/09/2021	6,937.65	427.52	6,510.13	134,430.25
17	03/09/2021	6,937.65	407.77	6,529.88	127,900.37
18	04/09/2021	6,937.65	387.96	6,549.69	121,350.68
19	05/09/2021	6,937.65	368.10	6,569.55	114,781.13
20	06/09/2021	6,937.65	348.17	6,589.48	108,191.65
21	07/09/2021	6,937.65	328.18	6,609.47	101,582.18
22	08/09/2021	6,937.65	308.13	6,629.52	94,952.66
23	09/09/2021	6,937.65	288.02	6,649.63	88,303.03
24	10/09/2021	6,937.65	267.85	6,669.80	81,633.23
25	11/09/2021	6,937.65	247.62	6,690.03	74,943.20

	Date	Lease Payment	Interest	Principal	Balance
	26 12/09/2021	6,937.65	227.33	6,710.32	68,232.88
2021 Totals		83,251.80	4,053.86	79,197.94	
	27 01/09/2022	6,937.65	206.97	6,730.68	61,502.20
	28 02/09/2022	6,937.65	186.56	6,751.09	54,751.11
	29 03/09/2022	6,937.65	166.08	6,771.57	47,979.54
	30 04/09/2022	6,937.65	145.54	6,792.11	41,187.43
	31 05/09/2022	6,937.65	124.94	6,812.71	34,374.72
	32 06/09/2022	6,937.65	104.27	6,833.38	27,541.34
	33 07/09/2022	6,937.65	83.54	6,854.11	20,687.23
	34 08/09/2022	6,937.65	62.75	6,874.90	13,812.33
	35 09/09/2022	6,937.65	41.90	6,895.75	6,916.58
	36 10/09/2022	6,937.65	21.07	6,916.58	0.00
2022 Totals		69,376.50	1,143.62	68,232.88	
Grand Totals		249,755.40	13,492.55	236,262.85	

SCHEDULE A-1

Ellis County, Texas

Master Lease Number: 10657

Delivery Order Number: 70806-008

One (1) 2019 Mack Granite GR64F Truck VIN; 1M2GR4GC5KM002894 with Ox 14 Yard
Body S/N; 1808062100681TXI

One (1) 2019 Mack Granite GR64F Truck VIN; 1M2GR4GC7KM002895 with Ox 14 Yard
Body S/N; M18010621006817TXI

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Agreement No. 10657

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. 08 dated as of _____ has been completed in accordance with the terms of the above-referenced Agreement and that Lessee has duly delivered to and received in proper form from Lessor all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. The said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

Ellis County, Texas

By: _____

Title: _____

Date: _____

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN
AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF
BANCORPSOUTH BANK, AND DESIGNATING THE AGREEMENT AS A
QUALIFIED TAX-EXEMPT OBLIGATION**

WHEREAS, Commissioners Court, the Governing Body (the "Governing Body") of Ellis County, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. Lessee desires to enter into an Equipment Lease Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Lessor") for the purpose of presently leasing with an option to purchase the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the public purposes of Lessee that Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

4. Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto, in substantially the same form as attached hereto as Exhibit "A", by and between Lessor and Lessee are hereby approved, and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of Lessee.

Section 2. The Delivery Order is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Lessee has designated \$_____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and Lessee to do all things necessary in furtherance of the obligations of Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____	Voted: _____

The motion having received the affirmative vote of all members present, the _____ declared the motion carried and the resolution adopted this the _____ day of _____, _____.

(Signature)

ATTEST:

(SEAL)

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the _____ of Ellis County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of April 8, 2015, (the "Agreement") by and between Lessee and BancorpSouth Equipment Finance, a division of BancorpSouth Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").
2. Lessee is a political subdivision of the State of Texas.
3. The Agreement is being issued in calendar year _____.
4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.
5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.
6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.
7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on _____.
8. In calendar year _____, Lessee had designated \$ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.
9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.
10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,
_____.

Ellis County, Texas

By: _____

Title: _____

**THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED
ON THE LESSEE'S LETTERHEAD.**

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

RE: Agreement No. 10657, dated April 8, 2015

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the

_____.
The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____
_____ and are deemed to be essential to the efficient operation of the
_____.

Sincerely,

PLEASE INDICATE YOUR BILLING DECISION AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

*If you would like to receive invoices.

Check Here

*If you would like to make payments through ACH debits, please sign the attached ACH Form when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

BancorpSouth Equipment Finance, division of BancorpSouth Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize BancorpSouth Equipment Finance to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name Ellis County, Texas

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

Please provide the contract number*** to which this payment will be applied:

Contract Number 002-0070806-008 Payment Amount \$ 6,937.65

This authorization is to remain in full force and effect until the Bank listed above or BancorpSouth Equipment Finance has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____ Signature _____
(Please Print)

_____ Signature _____
(Please Print)

Date _____

*****Please note that for each contract individually, a form must be filled out and signed*****



BancorpSouth

Equipment Finance

BancorpSouth Equipment Finance, a division of BancorpSouth Bank

Phone: 601-544-3252 or 800-222-1610

Fax: 601-545-1830

12 Thompson Park

Hattiesburg, MS 39401

BancorpSouth Equipment Finance,
A division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

It is our great pleasure to help be of assistance to you in your endeavor to finance vehicles or equipment with us here at BancorpSouth Equipment Finance. In our effort to help assist you in the financing of vehicles or equipment for your county or city, we are asking if you could provide us with an invoice from the vendor pertaining to the equipment or vehicle(s) description along with proof of insurance. On the insurance binder in regards to proof of insurance we ask that BancorpSouth Equipment Finance be listed as **"Loss Payee on physical damage"** for the leased or financed equipment and to be mailed back to us along with the invoice and the Executing Documents/Lease Purchase Agreement or Contract. If you would be so kind to send the requested documentation to our mailing address at 12 Thompson Park, Hattiesburg MS 39401 it would greatly be appreciated. If you have any further questions please feel free to contact us at 601-544-3252. Thank you for your regards in this matter.

Respectfully,

BancorpSouth Equipment Finance

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

*If we are to fund the equipment vendor(s).

Check Here

*If you have already paid for your equipment purchase and you need to be reimbursed. Please send a photo copy of the canceled check issued for payment of the equipment when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

Under Internal Revenue Code section 149(e)
See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Ellis County, Texas		2 Issuer's employer identification number (EIN) 75-6000935	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 101 W Main Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Waxahachie, TX 75165		7 Date of issue	
8 Name of issue Municipal Lease-Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe		18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	236,262
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	85
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$ 236,262.85	\$	3 years	3.64 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)		24
25 Proceeds used for credit enhancement		25
26 Proceeds allocated to reasonably required reserve or replacement fund		26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V		27
28 Proceeds used to refund prior taxable bonds. Complete Part V		28
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	_____ Date	▶ _____ Type or print name and title
--	---------------	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

2.7

QUOTE# 10112019

CONTRACT PRICING WORKSHEET

End User: ELLIS COUNTY PCT 3	Contractor: CALDWELL COUNTRY CHEV
Contact Name:	CALDWELL COUNTRY CHEVROLET
Email: PCT3@CO.ELLIS.TX.US	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: WAXAHACHIE, TX	Fax #: 979-567-0853
Date Prepared: October 11, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET SILVERADO 2500HD CREW CAB (CC20743)	

A Base Price & Options:	\$29,545
-------------------------	----------

B Published Options

Code	Description	Cost	Code	Description	Cost
	6.6L V8 GAS ENGINE, 6 SPEED ALLISON TRANSMISSION. 10,150LBS GVWR. JET BLACK VINYL SEAT TRIM. BLACK 6" ASSIST STEPS. CHEVROLET INFOTAINMENT AUTO SYSTEM. 17" PAINTED STEEL WHEELS.	INCL			
				CALDWELL COUNTRY CHEVROLET	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B	INCL
------------	------

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL
------------	------

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$29,545
Quantity Ordered	1

X	
Subtotal E	\$29,545
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	
	\$29,945
Estimated Delivery Date:	90 TO 120 DAYS ARRPOX

QUOTE# 10112019

CONTRACT PRICING WORKSHEET

End User: ELLIS COUNTY PCT 3

Contractor: CALDWELL COUNTRY CHEV

Contact Name:

CALDWELL COUNTRY CHEVROLET

Email: PCT3@CO.ELLIS.TX.US

Prepared By: Averyt Knapp

Phone #:

Email:
aknapp@caldwellcountry.com

Fax #:

Phone #: 800-299-7283 or 979-567-6116

Location City & State: WAXAHACHIE, TX

Fax #: 979-567-0853

Date Prepared: October 11, 2019

Address: P. O. Box 27,
Caldwell, TX 77836

Contract Number: BUY BOARD #521-16

Tax ID # 14-1856872

Product Description: 2020 CHEVROLET SILVERADO 1500 CREW CAB LT(CC10743)

A Base Price & Options:

\$31,970

B Published Options

Code	Description	Cost	Code	Description	Cost
	LT REFERED EQUIPMENT GROUP. 5.3L ECO TECH V8 ENGINE. 8 SPEED AUTOMATIC TRANSMISSION. POWER SEATS, POWER WINDOWS, POWER LOCKS. 40/20/40 CLOTH FRONT SEAT. REMOTE START, KEYLESS ENTRY. HEATED STEER WHEEL. CHEVROLET INFOTAINMENT 3, DUAL ZONE CLIMATE CONTROLL. LT CONVIENCE PACKAGE. 17" PAINTED ALUMINUM WHEELS.	INCL			
				CALDWELL COUNTRY CHEVROLET	
				PO BOX 27	
				CALDWELL, TEXAS 77836	

Subtotal B

INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C		
D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)		
		\$31,970
Quantity Ordered		1
X		
Subtotal E		\$31,970
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		
		\$32,370
Estimated Delivery Date:		90 TO 120 DAYS ARRPOX

2.6



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

October 15, 2019

RE: Sole Source Acknowledgment
Fire & Police Selection, Inc.

The attached request for Sole Source Acknowledgement has been received by the Ellis County Purchasing Department from Charles Edge, Sheriff, Ellis County Sheriff's Department for the requested purchase of the National Deputy Sheriff Test (NDST) Exams from Fire & Police Services, Inc (FPSI).

It is the recommendation of the Ellis County Purchasing Department and the Purchasing Agent to approve FPSI NDST Exams as a sole source.

Sincerely,

A handwritten signature in black ink, appearing to read "E.J. Harbin".

E.J. Harbin, MPA, CPPO
Purchasing Agent
Ellis County



ELLIS COUNTY SHERIFF'S OFFICE

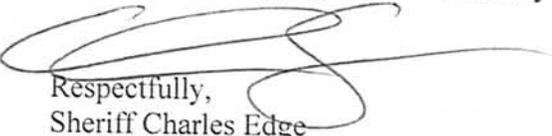
CHARLES E. EDGE, SHERIFF

10/8/19

To: Ellis County Purchasing
From: Sheriff Charles Edge

Ref: Sole Source Justification – Fire and Police Selection Inc.

After a thorough review of entrance exams, the Ellis County Sheriff's Office has concluded the National Deputy Sheriff Test from FPSI best suits the needs of our Agency. The National Deputy Sheriff Test is copyrighted material only available through FPSI.


Respectfully,
Sheriff Charles Edge

10/8/19

THE STATE OF TEXAS §

COUNTY OF ELLIS §

COMMISSIONERS COURT ORDER GRANTING AN EXEMPTION UNDER SECTION 262.024, LOCAL GOVERNMENT CODE, FROM THE BIDDING REQUIREMENTS OF SECTION 262.023, LOCAL GOVERNMENT CODE, UPON THE COMMISSIONERS COURT FINDING THAT THE CONTRACT FOR THE PURCHASE OF NATIONAL SHERIFF DEPUTY TEST (NDST) EXAMS FROM FIRE AND POLICE SERVICES, INC. (FPSI) IS FOR A SOLE-SOURCE PRODUCT

The Ellis County Commissioners Court met on October 22, 2019 in regular session for the consideration of a finding that Fire and Police Services, Inc. (FPSI) is the sole source provider of the National Sheriff Deputy Test (NDST) Exams. The Commissioners Court finds that this contract is for a product that is a sole-source product as that term is defined in Chapter 262 of the Local Government Code and that the Commissioners Court may grant an exemption under Section 262.024 from the competitive bidding requirements of Section 262.023, Local Government Code.

A motion was made by Commissioner _____ and seconded by

Commissioner _____ that:

“The Commissioners Court finds that the contract for the purchase of the National Sheriff Deputy Test (NDST) Exams from Fire and Police Services, Inc. (FPSI) is for a sole-source product and that the Commissioners Court grants an exemption under Section 262.024, Local Government Code, from the competitive bidding requirements of Section 262.023, Local Government Code.”

Said motion was approved by a vote of the Commissioners Court on the 22nd day of October, 2019.

NOW THEREFORE BE IT RESOLVED AND ORDERED:

The Commissioners Court of Ellis County, Texas does hereby enter this order granting an exemption under Section 262.024, Local Government Code, from the bidding requirements of Section 262.023, Local Government Code, upon the Commissioners Court finding that the contract for the purchase of the National Sheriff Deputy Test (NDST) Exams from Fire and Police Services, Inc. (FPSI) is for a sole-source product.

WITNESS OUR HAND THIS THE 22nd DAY OF OCTOBER 2019.

Todd Little, Ellis County Judge

Randy Stinson, Comm. Pct. 1

Lane Grayson, Comm. Pct. 2

Paul Perry, Comm. Pct. 3

Kyle Butler, Comm. Pct. 4



NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF ELLIS

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared 10/15/19, who after being duly sworn on oath stated the following:

My name is Heidi Ortega. My title is Director of Admin. Svcs.
I am aware that the Ellis County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Ellis County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: NDST-R.
I am the sole-source supplier of this item because: FPSI developed the product & own all rights. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Ellis County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 15th day of October, 2019.

[Signature]
[Signature]

Heidi Ortega, Director
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 15, 2019, by MARIFE RAMOS
[Printed Name]



Marije Ramos
[Signature] Notary Public
State of CA
My Commission expires on July 16, 2020



Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- This request form completed and signed
- A written quote from the supplier, listing the goods, services and pricing
- Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- Notarized Sole source affidavit completed by the supplier
- Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: SHERIFF CHARLES EDGE/ ELLIS COUNTY SHERIFF'S OFFICE

Requestor Title: SHERIFF Requestor Phone Number: 972-937-6060

Requested Sole Source Supplier: _____

Company Name: FIRE & POLICE SELECTION, INC.

Contact Name: STEVE ARMBRUST

Address 193 BLUE RAVINE RD STE 270

City: FOLSOM State: CA Zip Code: 95630-4760

Phone Number: 888-990-3473 Email Address: STEVE@FPSI.COM

Website: WWW.FPSI.COM

Is the recommended supplier the manufacturer? Yes No

Does the manufacturer sell the item(s) through distributors? Yes No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

- The FPSI National Sheriff Test is a written examination used to assess a candidate's abilities in reading comprehension, grammar, problem solving, and mathematics.

Schedule: Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".

- ECSSO requires the items by November 22, 2019 to administer an entrance exam

Estimated Cost: \$2,590

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- The required item or service is proprietary to the supplier
- The recommended supplier holds the patent on the requested item(s)
- The recommended supplier is the only supplier capable of performing the requested service
- A specific item is needed
- To be compatible or interchangeable with existing hardware
- As a spare or replacement hardware
- For the repair or modification of existing hardware
- For technical evaluation or testing

- Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- There is a substantial risk in selecting another product or service provider.

If so, please describe:

- It is not possible to obtain competitive bids for consideration.

If so, why:

- Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

-It is not possible to obtain competitive bids as the National Deputy Test from FPSI is copyrighted material.

-Sec. 262.024. DISCRETIONARY EXEMPTIONS.

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies

List any other sources, suppliers, products or service providers that you reviewed in your selection process:

- **ECSO has reviewed tests from IPMA-HR, NPOST and CPS-HR**

List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

- **ECSO has consulted with other law enforcement agencies and reviewed tests from competitors**

ACKNOWLEDGEMENT

I affirm and acknowledge Ellis County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable/equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 10/15/19

Signature: _____


** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Ellis County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.



193 Blue Ravine Road, Suite 270
Folsom, CA 95630-4760
phone: 888.990.3473
www.fpsi.com

October 3, 2019

Leigh Englert, Deputy
Ellis County Sheriff's Office
300 S. Jackson
Waxahachie, TX 75165

Dear Deputy Englert:

Fire & Police Selection, Inc. ("FPSi") is the sole proprietor of the National Deputy Sheriff Test (NDST) Exams both online and written. We developed and validated these selection devices and maintain the sole copyright for the test. We are the only vendor that can provide these specific test forms to the Ellis County Sheriff's Office.

Should you have any additional questions please feel free to call us directly at 916.294.4242.

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Heidi", with a long, sweeping underline that extends to the left.

Heidi Ortega
Director of Administrative Services
Fire & Police Selection, Inc.
heidi@fpsi.com
888.990.3473 ext. 119



193 Blue Ravine Road, Suite 270
Folsom, CA 95630-4760
phone: 888.990.3473
www.fpsi.com

ENTRY-LEVEL QUOTE FROM FPSi

October 3, 2019

Name: Leigh Englert
Title: Deputy Sheriff
Agency: Ellis County Sheriff's Office
Test Product: National Deputy Sheriff Test

Dear Deputy Englert:

On behalf of Fire & Police Selection thank you considering our company and our services for your important entry-level testing! Please find below our quote for your upcoming written exam.

Annual Base Fee	\$500.00	1	\$500	
Test Booklets	\$15.00	120	\$1,800	<i>Estimated Count</i>
Handling	\$90.00	1	\$90	<i>5% of Used Tests</i>
Scoring				<i>No Charge for Agency Scoring</i>
Shipping	\$200.00	1	\$200	<i>Estimated at Fed Ex Cost</i>
		Grand Total	\$2,590	

Respectfully,

Steven Armbrust
888.990.3473 x116
Email: steve@fpsi.com



Fire & Police Selection, Inc.
www.fpsi.com • (888) 990-3473

Annual Deputy Sheriff Test Materials Terms & Conditions of Lease
Please fax: 916-294-4240 or email: heidi@fpsl.com **BOTH PAGES** back to FPSI; signature required.

Subject to the following terms and conditions, **Fire & Police Selection, Inc. (FPSI)** hereby agrees to lease to the **Ellis County Sheriff's Office (Client)** the right to use FPSI's National Deputy Sheriff Test **Entry-Level Written Test(s) Materials** for their deputy sheriff examinations as ordered during an annual basis. The contract is effective on September 1, 2019 and effective until August 31, 2020. FPSI will charge a \$500 annual base fee plus costs for test materials, shipping & handling, and scoring. Under this contract, both parties agree to the following terms and conditions:

1. It is expressly understood that in selling the right to use its test(s), FPSI cannot guarantee compliance with the civil rights laws or the requirements of federal or state enforcement agencies. Nor does FPSI agree to stand as surety or otherwise immunize the Client from any civil rights liability that may result from the Client's use of the test. FPSI recommends to the Client that a job analysis and validation study would greatly improve the defensibility of the test(s). FPSI may provide consultation to the Client on a time-and-charges basis, should its test be challenged.
2. The right to use FPSI's Test Materials is leased to the Client for the internal use and benefit of the Client only. The Client agrees not to sell, rent, lease, give, lend, or otherwise disclose or provide the Test Materials to any other employer or entity, or use the Test Materials for the benefit of any other employer or entity. Test materials may not be reproduced or copied without the written permission of FPSI. The Client agrees not to provide, disclose, or otherwise reveal the Test Materials to any persons except the employees of the Client directly and necessarily involved in test administration and selections. If compromised in any capacity, the Client agrees to pay *all* validation expenses associated with the materials compromised.
3. The Client is responsible for the security of all Test Materials during the lease period. It is understood by the Client that any security breaches may adversely affect FPSI's future ability to license or lease its Test Materials.
4. The Client agrees that neither its officers, agents, employees, representatives, nor any persons in active concert participation with it or them, shall modify, adapt, or alter the Test Materials in any way, or develop any identical or similar tests without the prior consent, in writing, of FPSI which shall retain the copyright to all versions of the Test Materials.
5. The Client agrees to have at least two employees count all written Test Materials and Test Booklets upon receipt of each and to provide FPSI with email, telephone or facsimile notification within 48 hours of receipt of any discrepancies between the amount FPSI shipped and the amount the Client received followed by written notification within five days. If FPSI receives no such notification within the time period specified, it will be assumed for purposes of this agreement that the Client received a complete shipment as recorded by FPSI.
6. The Client also agrees to have at least two employees count all Test Materials and Test Booklets being returned to FPSI, provide FPSI with a written record of the materials being returned and an identification of those persons who counted them.
7. The Client agrees to pay a **\$200 Cancellation Fee** if an order is cancelled after any test materials ordered by the Client have been leased, printed, and/or shipped to the Client from FPSI.
8. The Client's lease costs are based on the options selected by the Client and will be determined at the time of ordering. This includes the annual base fee for entry-level Deputy Sheriff testing, the used/unused counts, and upon the condition of all materials. These charges will be based on current FPSI Rental/Licensor Rates. Orders submitted within 72 hours of the actual test date will be subject to a Rush Order Fee.
9. The Client must return all used and unused Test Materials and Booklets preferably via Federal Express

(FedEx®) or United Parcel Service (UPS®) to FPSI within twenty (20) business days after each the test administration and is responsible for the cost of the return. The **Client** will be charged the current billable rates for any Test Booklet(s) not returned within those twenty (20) business days or that are missing any pages or whole booklets. This charge is to cover the development cost for a replacement test. If you only have access to shipping via the United States Postal Service (USPS--Mail) you must use the *USPS Tracking™* service so all boxes are tracked during the mailing/shipping process.

10. The **Client** agrees to pay a 10% Restocking Fee for unused Test Booklets and/or Study Guides that are being returned for credit (90%). An unused Test Booklet is one whose seal is not broken and any unused Study Guide is one not damaged in the return shipment. If any unused Test Booklet or Study Guide is damaged from the return shipment due to lack of proper packing or taping of the box, the **Client** will pay full price as noted in our price sheet for each damaged item. **Clients** will be charged a handling fee of 5% cost for all product goods. The Client will also be charged for the shipping of materials (at cost).
11. **Clients** typically do their own in-house scoring. However, if FPSI is requested to score the test, it will typically do so within five (5) business days of receipt of the answer sheets from the **Client** and charge "scoring set up fees" for each scoring session. FPSI shall provide the client with three viable cutoff options for the test, none of which are binding to the **Client**. When possible, FPSI shall conduct and complete an adverse impact analysis and report this information to the **Client** in the written recommendation letter.
12. FPSI regularly conducts statistical evaluations of all test items. Occasionally, test administrations will reveal statistical limitation with the effectiveness or fairness of one or more items on a test administration. FPSI reserves the right to either remove or "score perfect" such items when they are identified.
13. After receiving from the **Client** the Test Materials, Test Booklets, and Key Sheets, FPSI will submit an invoice for the services provided. This invoice will reflect a refund for any unused Test Booklets, less 10% restocking fee. Payment is due on receipt of FPSI's invoice. A service fee of one and one-half percent (1-1/2%) per month (eighteen percent [18%] per year) will be charged on all unpaid balances in excess of thirty (30) days past due.
14. Should the **Client** become the subject of any litigation or investigation by state or federal enforcement agencies arising from the **Client's** use of the Test Materials, FPSI will provide consultation on a time-and-charges basis at such hourly rates as may then be current.

Client: _____ State: _____

Name: _____

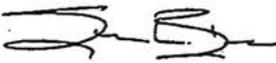
Title: _____

Signature: _____ **Date:** _____

Fire & Police Selection, Inc. (FPSI)

Name: Stacy Bell, M.S.

Title: Executive Vice President

Signature: 

Date: October 3, 2019

Application for Ellis County Emergency Service District Board

Name Robert K. McMillin JR
 Address 109 Locust Dr.
Oak Leaf, TX. 75154
 Phone Home None
 Work 214-671-4565
 Mobile 214-202-1448
 E Mail _____
 Emergency Service District applying for: _____

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NO

Do you live within this district? yes How long have you lived in Ellis County? 22 years
 US Citizen? yes Registered voter? _____
 Current employer Dallas Police Department
 Military Service U.S. Army 1984-1988

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

Have you ever been arrested? If yes, give details

NO

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

NO

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

NO

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

NO

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

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

Please tell us about your business experience and your experience on other boards.
opened and managed a TEXICO Oil change buisness
Managed 7 employee's

What do you hope to accomplish as a member of the Emergency Service District Board?

I hope to be a useful member

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. ____ that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.

R.K. Montoy
Applicant's Signature

9-11-19
Date

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: 10.11.2019 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Ralph Mulvany

PHONE: 972-825-5199 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

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

PREFERRED DATE TO BE PLACED ON AGENDA: 10.22.2019

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Authorization to establishing the Ellis County Courts and Admin Building, Multi-Purpose Room, 109 South Jackson Street, Waxahachie, Texas 75165 as the Ellis County Emergency Operation Center (EOC) when required to be opened by the Director, Emergency Management or the Emergency Management Coordinator – Todd Little, County Judge and Samantha Pickett, Emergency Management Coordinator.


TODD LITTLE, ELLIS COUNTY JUDGE


SAMANTHA PICKETT, EMC

*

County Attorney Approval

RECEIVED
OCT 15 2019
COUNTY JUDGE



Order Form

Client:

Ellis County
101 W Main Ste B 103
Waxahachie, TX 75165

Effective Date*: 1/1/2018
End Date: 12/31/2020

Payment Method: Wire / ACH Credit or Check
Payment Terms: Net 30 days
Service Charge on Overdue Amounts: 2% Per Month

Services:

Service Name	Fee Type	Fee	Description
TakeCare	Admin Fee	\$4.60 PPPM	Per Participant Per Month
TakeCare	Monthly Fee	\$50.00	
TakeCare	Monthly Minimum	\$125.00	

TakeCare Additional Services:

Service	Description
Enrollment Meetings	Enrollment meetings will be billed in four (4)-hour increments at \$250 each, plus travel expenses for on-site meetings.
Eligibility Adjustments	A \$25 Fee will be charged for each participant account that requires an adjustment due to an eligibility change that is not received by WageWorks at least five (5) business days prior to the due date.
Late File Submission	A \$125 Fee will be billed per each late file submission.
Special Research and Reports	A \$50 per hour Fee will be charged for all research performed and non-standard reports prepared at your request, which includes, but is not limited to, special reconciliations. A cost quote will be provided after requirements are mutually defined by the parties.

Terms and Conditions:

- This Order Form is subject to WageWorks' General Terms and Conditions of Service that may be viewed at <https://www.wageworks.com/employers/terms-and-conditions.aspx>, and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein.

Notwithstanding anything contained to the contrary in the online WageWorks' General Terms and Conditions of Service, the parties agree as follows:

- Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.



3. Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
 4. 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 shall be Ellis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
 5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Texas Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to County whether or not the same are available to the public. It is further understood that County its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligations to WageWorks for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to County by WageWorks in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
 6. The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an Agreement whereby County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to the County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Tex. Const. Article XI § 7. Tex. Att'y Gen. Op. DM-467. Tex. Att'y Gen. Op. GA-0176.
 7. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
 8. It is understood and agreed that each party shall have the status of an independent contractor under this Agreement and that nothing in this Agreement shall be construed as authorization for either party to act as agent for the other. Neither party shall incur any Liability for any act or failure to act by employees of the other party.
 9. Nothing in this contract or terms and condition shall be construed as a waiver of sovereign immunity by Ellis County.
- *This Order Form shall be effective as of 1/1/2018 or the date on which it is fully executed, returned and activated in the WageWorks system, whichever is later (unless this Order Form is incomplete or does not match our records). Any changes to Fees for current Services shall be effective as of the next billing period following the effective date.
 - TakeCare Funding: You shall provide all funding via



- TakeCare PPPM Fee: The TakeCare PPPM Fee is fixed for the duration of the plan year unless there is a 10% or more increase in the number of participants.

Signature:

Name (print): Todd Little

Title: County Judge

Client: Ellis County

Date:

**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.

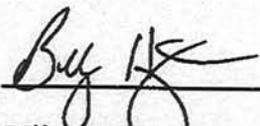
Summary:

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.

**Trial Balance for Ellis County
From 10/01/2019 To 10/15/2019**

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	29,371,261.19	921,262.88	1,852,660.21	28,439,863.86
2	ROAD IMPROVEMENT FUND	709,549.68	149.51	-	709,699.19
3	ROAD/BRIDGE PCT. 1	1,460,213.62	22,549.79	73,525.75	1,409,237.66
4	ROAD/BRIDGE PCT. 2	1,239,013.16	24,309.82	44,237.58	1,219,085.40
5	ROAD/BRIDGE PCT. 3	1,068,534.70	21,951.30	42,904.68	1,047,581.32
6	ROAD/BRIDGE PCT. 4	1,114,596.27	21,914.45	38,124.73	1,098,385.99
7	ADULT PROBATION	1,191,852.62	154,078.11	79,096.10	1,266,834.63
8	JUVENILE PROBATION	1,096,216.04	452.00	-	1,096,668.04
9	F/M PCT. 1	1,587,717.70	615.18	67,306.26	1,521,026.62
10	F/M PCT. 2	370,741.84	2,079.00	57,380.32	315,440.52
11	F/M PCT. 3	1,085,249.22	615.18	64,747.77	1,021,116.63
12	F/M PCT. 4	1,341,475.81	615.18	8,285.14	1,333,805.85
13	LATERAL ROAD PCT. 1	251,752.46	-	-	251,752.46
14	COUNTY & DISTRICT CT TECH	33,363.41	111.20	-	33,474.61
15	JUSTICE COURT TECHNOLOGY FUND	136,755.38	838.37	-	137,593.75
16	DC ARCHIVES RECORDS MANAGEMENT	140,645.31	390.00	-	141,035.31
17	JURY	135,998.03	458.29	8,675.00	127,781.32
18	PERMANENT IMPROVEMENT	408,083.58	321.91	11,360.95	397,044.54
19	LAW LIBRARY	49,642.95	5,125.14	4,828.40	49,939.69
20	TRUST AND AGENCY FUND	1,722,041.89	22,141.78	-	1,744,183.67
21	RECORDS MANAGEMENT	940,151.09	17,530.00	77.58	957,603.51
22	CC ARCHIVES RECORDS MANAGEMENT	2,095,108.22	17,420.00	-	2,112,528.22
23	ROW AVAILABLE	274,244.57	-	-	274,244.57
24	FIRE MARSHAL SPECIAL FUND	101,864.11	2,060.21	578.64	103,345.68
25	RIGHT OF WAY 2008	2,838.02	11.93	-	2,849.95
26	DISTRICT COURT RECORDS TECH	169,470.71	780.00	-	170,250.71
27	ROAD DISTRICT 1	1,259,499.44	-	-	1,259,499.44
28	ROAD DISTRICT 5	70,904.07	-	-	70,904.07
29	ROAD DISTRICT 16	195,257.47	-	-	195,257.47
30	CHECK PROCESSING FEE AC	189,451.24	496.06	837.67	189,109.63
31	DRUG FORFEITURE FUND	142,502.02	-	-	142,502.02
32	GEN RECORD MANAGE/PRESE	456,757.73	1,692.00	-	458,449.73
33	COURTHOUSE SECURITY FUN	48,555.09	3,175.37	-	51,730.46
34	COURT REC. PRESERVATION 51.708	96,319.50	360.00	-	96,679.50
36	ELECTIONS ADMIN FEES	20,549.90	1,326.76	-	21,876.66
37	SERIES 1993 INTEREST &	11,583.18	-	-	11,583.18
38	SERIES 07 INTEREST & SINKING	3,709,638.38	2,620.98	-	3,712,259.36
40	SERIES 07 BOND PROJECT	4,979,297.11	934.76	-	4,980,231.87
42	SHERIFF FEDERAL DRUG FORFEITUR	296,587.05	2.45	727.83	295,861.67
45	ELLIS CO COMM CORRECTIONS	(111,093.01)	3,605.83	10,264.25	(117,751.43)
46	SHERIFF SEIZURE FUND	325,690.89	0.60	-	325,691.49
47	SHERIFF DRUG FORFEITURE	136,565.01	1.04	-	136,566.05
48	DISTRICT ATTY DRUG SEIZ	186,702.68	1.01	-	186,703.69
49	JUVENILE COMMUNITY CORR	(396,085.24)	-	-	(396,085.24)
50	CIVIL SUPERVISION FEES	72,767.91	-	-	72,767.91
52	JUVENILE ACCOUNTABILITY I BL	752.29	-	-	752.29
56	CONSTABLE PCT #2 FORFEITURE	171.92	0.22	-	172.14
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
59	LAW ENFORCEMENT BLOCK GRANT	12.81	-	-	12.81
65	ADULT PROBATION	12,912.15	855.24	2,402.16	11,365.23
72	ELLIS COUNTY LEVEE #2	389,649.92	0.01	-	389,649.93
73	ELLIS COUNTY LEVEE #3	339,943.96	0.74	44,100.00	295,844.70
74	ELLIS COUNTY LEVEE #4	7,442.70	9.79	-	7,452.49
97	AP CLEARING ACCOUNT	(57,167.73)	-	-	(57,167.73)
999	CASH	(1,618,752.13)	-	-	(1,618,752.13)
	Totals	58,864,979.17	1,252,864.09	2,412,121.02	57,705,722.24

This agreement will serve as a written agreement between Ellis County and American National Leasing. Using the \$400,000 the Commissioner's court approved for the Sheriff's Department we will begin a lease for 25 total vehicles to replace aging and maintenance dependent vehicles in their fleet.



Billy Hughes
Vice President American National Leasing

Todd Little
Ellis County Judge

	<u>2020 PPV Tahoe Patrol</u>	<u>2020 PPV Tahoe K9</u>	<u>2020 PPV Tahoe Civil</u>
Buy Board Purchase <i>Buy Board #521-16</i> vehicle with emergency equipment + Documentation fee + Sale of vehicles + Down Payment Total	\$57,688 \$100 \$0 (\$16,000) \$41,788	\$61,717 \$100 \$0 (\$16,000) \$45,817	\$49,675 \$100 \$0 (\$16,000) \$33,775
Est. Delivery date December 15, 2019 Payment #1 December 15, 2020 Payment #2 December 15, 2021 Payment #3 December 15, 2022 Payment #4 December 15, 2023 Payment #5 December 15, 2024	\$12,173 \$12,173 \$12,173 n/a n/a	\$13,624 \$13,624 \$13,624 n/a n/a	\$7,585 \$7,585 \$7,585 \$7,585 \$7,585
<i>Interest Rate</i>	3.99%	3.99%	3.99%
Residual Purchase	\$9,001	\$9,001	\$9,001
	13 Patrol	1 K9	1 Civil
Total Annual Cost	\$158,249	\$13,624	\$7,585
			\$179,458

*Offer valid until August 30, 2019

Billy Hughes
940.867.1537
billyh@amnat.com
American National Leasing

QUOTED BY: Billy
 American National Leasing Company
 BUSINESS PHONE: 940-397-2457

ELLIS COUNTY SO

Tax ID #

Lease No: ANLC#

CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

ELLIS COUNTY SO

Acceptance Date:
 SOURCE: (3) Year Lease

2020 PPV Tahoe CID \$49,675.00
 VIN# \$0.00
 MARKED \$0.00
 Emergency Equipment \$0.00 CAP
 Graphics and installation \$0.00

FREIGHT/HANDLING: \$0.00
 TOTAL PURCHASE PRICE \$49,675.00
 Doc Fee \$100.00
 Down Payment -\$16,000.00
 Net Capitalized Cost \$33,775.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
12/15/19	0.00	0	0.00	0.00	33,775.00
12/15/20	7,585.00	366	1,351.31	6,233.69	27,541.31
12/15/21	7,585.00	365	1,098.90	6,486.10	21,055.21
12/15/22	7,585.00	365	840.10	6,744.90	14,310.32
12/15/23	7,585.00	365	570.98	7,014.02	7,296.30
12/15/24	7,585.00	366	291.92	7,293.08	3.22

Net Capitalized Cost 33,775.00
 Interest Rate 3.9900%
 Residual Value \$3.22
 Rounding Adjustment (2.22)
 Adjusted Res. Value \$1.00

\$4,153.22

<p>Buy Board Purchase Buy Board #521-16 vehicle with emergency equipment + Documentation fee + Sale of vehicles + Down Payment Total</p>		<p>(5 Units) \$42,969 \$100 \$0 (\$16,000) \$27,069</p>	<p>2020 F150 Crew Cab Responder CID</p>	<p>(2 Units) \$47,680 \$100 \$0 (\$16,000) \$31,780</p>	<p>2019 Chevrolet 3500 Express 15 pass Van</p>	<p>(1 Unit) \$49,930 \$100 \$0 (\$16,000) \$34,030</p>	<p>2020 F250 4x4 Animal Control</p>	<p>(1 Unit) \$29,082 \$100 \$0 (\$16,000) \$13,182</p>	<p>2020 Dodge Caravan Transport</p>	<p>(1 Unit) \$42,689 \$100 \$0 (\$16,000) \$26,789</p>	<p>2020 FORD F150 Civilian model</p>
<p>Est. Delivery date February 15, 2020 Payment #1 February 15, 2021 Payment #2 February 15, 2022 Payment #3 February 15, 2023 Payment #4 February 15, 2024 Payment #5 February 15, 2025</p>		<p>\$6,079 \$6,079 \$6,079 \$6,079 \$6,079</p>	<p>2020 F150 Crew Cab Responder CID</p>	<p>\$7,137 \$7,137 \$7,137 \$7,137 \$7,137</p>	<p>2019 Chevrolet 3500 Express 15 pass Van</p>	<p>\$7,642 \$7,642 \$7,642 \$7,642 \$7,642</p>	<p>2020 F250 4x4 Animal Control</p>	<p>\$2,960 \$2,960 \$2,960 \$2,960 \$2,960</p>	<p>2020 Dodge Caravan Transport</p>	<p>\$6,016 \$6,016 \$6,016 \$6,016 \$6,016</p>	<p>2020 FORD F150 Civilian model</p>
<p>Interest Rate Residual Purchase</p>		<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	<p>3.99% \$1</p>	

Total Annual Cost for 10 units on the 5 year purchase \$61,287

*Offer valid until October 30, 2019

Billy Hughes
940.867.1537
billyh@amnat.com
American National Leasing

QUOTED BY: Billy
 American National Leasing Company
 BUSINESS PHONE: 940-397-2457
ELLIS COUNTY SO

Tax ID #

Lease No: ANLC#

CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

ELLIS COUNTY SO

2020 F150 CID Responder \$42,969.00
 VIN# \$0.00
 MARKED \$0.00
 Emergency Equipment \$0.00 CAP
 Graphics and installation \$0.00

Acceptance Date:
 SOURCE: (3) Year Lease

FREIGHT/HANDLING: \$0.00
 TOTAL PURCHASE PRICE \$42,969.00
 Doc Fee \$100.00
 Down Payment -\$16,000.00
Net Capitalized Cost \$27,069.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/20	0.00	0	0.00	0.00	27,069.00
02/15/21	6,079.00	366	1,083.01	4,995.99	22,073.01
02/15/22	6,079.00	365	880.71	5,198.29	16,874.73
02/15/23	6,079.00	365	673.30	5,405.70	11,469.03
02/15/24	6,079.00	365	457.61	5,621.39	5,847.64
02/15/25	6,079.00	366	233.96	5,845.04	2.60

Net Capitalized Cost 27,069.00
 Interest Rate 3.9900%
 Residual Value \$2.60
 Rounding Adjustment (1.60)
 Adjusted Res. Value \$1.00

\$3,328.60

QUOTED BY: Billy
 American National Leasing Company
 BUSINESS PHONE: 940-397-2457
ELLIS COUNTY SO

Lease No: ANLC#

CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

Tax ID #

Acceptance Date:
 SOURCE: (3) Year Lease

ELLIS COUNTY SO

2019 Chevy 3500 15 Pass	\$47,680.01
VIN#	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$47,680.01
Doc Fee	\$100.00
Down Payment	-\$16,000.00
Net Capitalized Cost	\$31,780.01

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/20	0.00	0	0.00	0.00	31,780.01
02/15/21	7,137.00	366	1,271.50	5,865.50	25,914.51
02/15/22	7,137.00	365	1,033.99	6,103.01	19,811.50
02/15/23	7,137.00	365	790.48	6,346.52	13,464.97
02/15/24	7,137.00	365	537.25	6,599.75	6,865.23
02/15/25	7,137.00	366	274.67	6,862.33	2.90

Net Capitalized Cost	31,780.01
Interest Rate	3.9900%
Residual Value	\$2.90
Rounding Adjustment	(1.90)
Adjusted Res. Value	\$1.00

\$3,907.89

QUOTED BY: Billy
 American National Leasing Company
 BUSINESS PHONE: 940-397-2457

ELLIS COUNTY SO

Tax ID #

Lease No: ANLC#

CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

Acceptance Date:
 SOURCE: (3) Year Lease

ELLIS COUNTY SO

2020 F250 4x4 ACO	\$49,930.60
VIN#	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$49,930.60
Doc Fee	\$100.00
Down Payment	-\$16,000.00
Net Capitalized Cost	\$34,030.60

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/20	0.00	0	0.00	0.00	34,030.60
02/15/21	7,642.00	366	1,361.54	6,280.46	27,750.14
02/15/22	7,642.00	365	1,107.23	6,534.77	21,215.37
02/15/23	7,642.00	365	846.49	6,795.51	14,419.86
02/15/24	7,642.00	365	575.35	7,066.65	7,353.22
02/15/25	7,642.00	366	294.20	7,347.80	5.41

Net Capitalized Cost	34,030.60
Interest Rate	3.9900%
Residual Value	\$5.41
Rounding Adjustment	(4.41)
Adjusted Res. Value	\$1.00

\$4,184.81

QUOTED BY: Billy
 American National Leasing Company
 BUSINESS PHONE: 940-397-2457
ELLIS COUNTY SO

Tax ID #

Lease No: ANLC#

CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

ELLIS COUNTY SO

Acceptance Date:
 SOURCE: (3) Year Lease

2019 Dodge Caravan transpo	\$29,082.00
VIN#	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$29,082.00
Doc Fee	\$100.00
Down Payment	-\$16,000.00
Net Capitalized Cost	\$13,182.00

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/20	0.00	0	0.00	0.00	13,182.00
02/15/21	2,960.00	366	527.40	2,432.60	10,749.40
02/15/22	2,960.00	365	428.90	2,531.10	8,218.30
02/15/23	2,960.00	365	327.91	2,632.09	5,586.21
02/15/24	2,960.00	365	222.89	2,737.11	2,849.10
02/15/25	2,960.00	366	113.99	2,846.01	3.09

Net Capitalized Cost	13,182.00
Interest Rate	3.9900%
Residual Value	\$3.09
Rounding Adjustment	(2.09)
Adjusted Res. Value	\$1.00

\$1,621.09

QUOTED BY: Billy
 American National Leasing Company
 BUSINESS PHONE: 940-397-2457
ELLIS COUNTY SO
 Tax ID #

Lease No: ANLC#
 CONTACT: Capt Chris Hamilton
 Ellis County SO
 BUSINESS PHONE:
 quote date: 6/14/19

ELLIS COUNTY SO

Acceptance Date:
 SOURCE: (3) Year Lease

2020 F150 Civilian	\$42,689.40
VIN#	\$0.00
MARKED	\$0.00
Emergency Equipment	\$0.00 CAP
Graphics and installation	\$0.00

FREIGHT/HANDLING:	\$0.00
TOTAL PURCHASE PRICE	\$42,689.40
Doc Fee	\$100.00
Down Payment	-\$16,000.00
Net Capitalized Cost	\$26,789.40

<u>Date</u>	<u>Lease Payment</u>	<u>Days Accrual</u>	<u>Accr. Interest</u>	<u>Principal</u>	<u>Note Balance</u>
02/15/20	0.00	0	0.00	0.00	26,789.40
02/15/21	6,016.00	366	1,071.83	4,944.17	21,845.23
02/15/22	6,016.00	365	871.62	5,144.38	16,700.85
02/15/23	6,016.00	365	666.36	5,349.64	11,351.21
02/15/24	6,016.00	365	452.91	5,563.09	5,788.13
02/15/25	6,016.00	366	231.58	5,784.42	3.71
Net Capitalized Cost	26,789.40		\$3,294.31		
Interest Rate	3.9900%				
Residual Value	\$3.71				
Rounding Adjustment	(2.71)				
Adjusted Res. Value	\$1.00				

THE STATE OF TEXAS X

COUNTY OF ELLIS X

INTERLOCAL AGREEMENT FOR

ASSESSMENT AND COLLECTION OF FIXED-LIEN ASSESSMENTS

On this 11th, day of September, 2019, **CITY OF FERRIS**, hereinafter called the "Taxing Unit", and **ELLIS COUNTY**, hereinafter called "County", enter into the following agreement pursuant to the authority granted by **TEXAS PROPERTY TAX CODE** Sections 6.23, 6.24, and **TEXAS GOVERNMENT CODE** Chapter 791

WITNESSETH:

WHEREAS, it would be economically advantageous to both the Taxing Unit and the County to consolidate the assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the Taxing Unit and the County that upon commencement of the term of this contract as herein stated, the County shall for the said term of this contract provide such necessary assessment and collection services;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The County shall collect the Public Improvement District Assessments owing to the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of County and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of County, including, but not limited to the following:

- a) proration of assessments;
- b) correction of clerical errors in assessment billing;
- c) collection of assessment liabilities;
- d) issuance of refunds;
- e) timely preparation and mailing of current bills;
- f) preparation and mailing of delinquent bills;

- g) remittance of assessments collected to the Taxing Unit;
- h) provide monthly reports of collections and annual reports of all collections, current or delinquent.

2. The County shall remit all collections to the Taxing Unit's depository by electronic transfer within two days after they are processed and deposited in the County's depository (or on a less frequent basis, if so requested).

3. The County shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the County's depository prior to remittance to the Taxing Unit.

4. The Taxing Unit authorizes the County to contract with a delinquent tax attorney, as provided by TEXAS PROPERTY TAX CODE SECTION 6.30, for the collection of delinquent assessments owed to the Taxing Unit. The attorney's compensation shall be paid by the County from the delinquent assessments, penalties and interest collected for the Taxing Unit by such attorney.

6. The Taxing Unit, at its' own expense, shall provide to the County copies of all records necessary for performance by the County under this contract.

7. The Tax Assessor-Collector is bonded conditioned on the faithful performance of his duties as Tax Assessor-Collector for the Taxing Unit. If additional bonding is required pursuant to this contract the Taxing Unit shall pay the premium for such bond from its current available revenues.

8. In consideration of the services to be rendered by the County, the Taxing Unit shall pay the County as follows:

- a) The Taxing Unit agrees to pay the County up to one dollar (\$1.00) per parcel or account on the Taxing Unit's assessment roll, but not to exceed the actual cost of collection, as determined by the County Judge and Commissioners Court.
- b) In the event that the Taxing Unit fails to adopt its assessment roll and submit it to Tax Assessor Collector before the September 1st deadline, the costs for late and separate tax bill processing is \$5,000 and, if required, shall be accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County.

9. The Taxing Unit agrees payments shall be made annually to the County within 30 days of billing by the County. Upon notification by the County Judge and

Commissioner's Court of any probable increase in the collection fee will be reported to the Taxing Unit by the Tax Assessor-Collector as soon as possible.

10. This contract shall be effective on September 1, 2019, and shall continue in full force and effect through August 30, 2020, and thereafter, from year to year until such time either party hereto, by written notice to the other party, may terminate the same, such termination to be effective only if provided to the other party on or before April 1 of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective as of May 1 of such tax year. Upon termination, the County shall provide the Taxing Unit, without charge, copies of the Taxing Unit's current and delinquent tax rolls and of any additional tax records requested by the Taxing Unit.

11. It is agreed and understood that this contract is not transferable or assignable without the written consent and approval of the Taxing Unit. The terms herein stated shall be bound upon the parties hereto, their successors, assigns and legal representatives.

12. The provisions of this contract are severable. If any paragraph section, subdivision, sentence, clause or phrase of this contract is for any reason held to be contrary to law or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of the contract.

IN WITNESS WHEREOF, upon the majority vote of the governing
bodies the respective parties hereunto set their hands this 14th day of
September, 2019.

ELLIS COUNTY

CITY OF FERRIS

BY: _____
Ellis County Judge

BY: Jenna Secaffo
Mayor

BY: John Bridges
Ellis County Tax Assessor-Collector

WITNESS Callie Hearn
City Secretary



September 23, 2019

RECEIVED
SEP 30 2019
COUNTY JUDGE

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Andrew Murr
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Mr. Gonzalo Rios

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

The Honorable Todd Little
Ellis County Judge
101 W. Main St
Waxahachie, TX 75165

Re: FY20 Formula Grant Request for Applications

Dear Judge Little:

The Texas Indigent Defense Commission announces the FY20 Formula Grant Request for Applications (RFA). **Applications are due November 15, 2019.** The attached packet provides information on what is needed for counties to obtain the FY20 Formula Grant funds. **There are two simple steps to apply for your formula grant:**

1. Commissioners Court should adopt the attached FY2020 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grant website, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards must submit their biennial indigent defense plans by November 1, 2019 through our on-line system (<https://tidc.tamu.edu>). TIDC staff will continue to work with counties to ensure that all of the statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2019. Both of these requirements are directed in Texas Government Code §79.036.

This FY20 Formula Grant packet is sent to all 254 constitutional county judges. A courtesy letter will be sent to all local administrative district and statutory county court at law judges and county financial officers informing them of the formula grant program. The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov. The rules and the RFA establish the guidelines for the administration of grant funds and application submission process for FY20.

Please contact Edwin Colfax, Grant Program Manager at ecolfax@tidc.texas.gov or toll free in Texas at (866) 499-0656, if you have any questions about the FY20 Formula Grant Program or the application process.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Enclosed: FY20 Formula Grant RFA, FY2020 Formula Grant Resolution

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
512.936.6994
www.tidc.texas.gov

**2020 Ellis County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Ellis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Ellis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

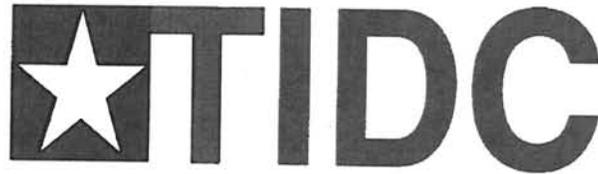
Adopted this 2nd day of October, 2019.



Todd Little
County Judge

Attest:

County Clerk



TEXAS INDIGENT DEFENSE COMMISSION
209 West 14th Street, Suite 202 Price Daniel, Sr. Building, Phone: 512-936-6994,
Austin, Texas 78701, Fax: 512-463-5724
www.tidc.texas.gov

FY2020 Formula Grant Program Request for Applications (RFA)

Issued September 2019

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2020 must be submitted on-line by **Friday, November 15, 2019**. The grant period is October 1, 2019 through September 30, 2020.

Total FY 2020 Formula Grant Amount Budgeted: \$25,000,000

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2019 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were due November 1, 2019. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
 - a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2018 through August 2019 are due not later than September 30, 2019 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (hcaspers@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the PPRI Commission website at <https://tidc.tamu.edu>.
 - b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
 - c. Select "FY2020" and your county in the upper left part of the screen.
 - d. Select "Apply for Formula Grant" from the column on the left side of the screen.
 - e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
 - f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.
- Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
 - h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
 - k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before the DUE DATE Friday, November 15, 2019**. Alternatively, you may email the resolution to Heather Caspers (hcaspers@ppri.tamu.edu) or fax it to 888-351-3485.

Contact Edwin Colfax, Grants Administrator, ecolfax@tidc.texas.gov or 512-463-2508 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Awards may be distributed in four (4) equal quarterly disbursements. Awards below \$25,000 may be distributed in a single payment. Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special condition related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the discretionary grant program.

Notification of Availability

This FY20 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Uniform Grant Management Standards (UGMS)

3.14-3.16



October 17, 2019

Via vance.hinds@co.ellis.tx.us

Vance Hinds, Esq.
County and District Attorney's Office
Ellis County Courts Building, 4th Floor
109 S. Jackson
Waxahachie, Texas 75165

Re: Ellis County Animal Shelter

Dear Mr. Hinds,

The Ellis County SPCA hereby rescinds its July 10, 2019 notice of nonrenewal of the Agreement for Animal Sheltering Services with Ellis County ("Agreement"). Ellis County SPCA desires that the Agreement be renewed pursuant to Section 3 with modifications to Sections 2 and 9, as shown in the attached proposed renewal agreement.

Sincerely,

A handwritten signature in cursive script that reads 'Stephen Crane'.

Stephen Crane
Attorney for Ellis County SPCA

Attachment

Agreement for Animal Sheltering Services

THIS AGREEMENT (“Agreement”) is entered into by Ellis County Society for the Prevention of Cruelty to Animals (“SPCA”), a Texas nonprofit corporation, having its principal place of business at 2570 FM 878, Waxahachie, Ellis County, Texas, and Ellis County (“County”), having its principal place of business at 109 S. Jackson, Waxahachie, TX, Ellis County, Texas.

1. Recitals

SPCA operates an animal shelter (“Shelter”) approved by the Texas Department of State Health Services (“Department”) located at 2570 FM 878, Waxahachie, Ellis County, Texas. County desires to utilize the Shelter and related services provided by the SPCA.

In consideration of the mutual promises contained in this Agreement, the SPCA and County agree as follows:

2. Term

The Term of this Agreement (“Term”) commences October 1, 2019 (“Commencement Date”) and ends September 30, 2020 (“Expiration Date”).

3. Automatic Renewal

Unless written notice of nonrenewal from either party is received by the other party thirty (30) or more days before the Expiration Date, the Expiration Date shall be automatically extended for a period of one (1) year commencing on October 1 each year. The same provisions for notice and non-renewal will apply to each extension of the Term of this Agreement.

4. Termination

Notwithstanding anything herein to the contrary, this Agreement may be terminated by either party by giving written notice to the other party not later than thirty (30) days prior to the date of termination set forth in said notice.

5. Proposals to Modify

Any modification to the terms of this contract must be in writing, mutually agreed upon by the parties, and approved by the Ellis County Commissioners Court.

6. SPCA Obligations

For the consideration provided by County pursuant to this Agreement, SPCA agrees to perform the following obligations:

- 6.1 Maintain and operate the Shelter in accordance with all federal, state, and local laws and contemporary standards of the humane treatment of animals.
- 6.2 Maintain care, custody, and control of any animal brought to the Shelter by Ellis County Sheriff's Office personnel and be responsible for the care, maintenance, and safe keeping of that animal.
- 6.3 Maintain public hours of operation of 11:00 am to 6:00 pm Tuesday through Friday and 11:00 am to 4:00 pm on Saturday and Sunday except for Shelter holidays.
- 6.4 Facilitate access to the Shelter by Ellis County Sheriff's Office personnel twenty-four (24) hours a day/ seven (7) days a week.
- 6.5 Receive dogs and cats from Ellis County Sheriff's Office personnel and provide shelter services for same for up to three (3) days.
- 6.6 Receive dogs and cats for rabies observation from Ellis County Sheriff's Office personnel and quarantine same for up to ten (10) days for animals with known owners and up to thirteen (13) days for animals without known owners.
- 6.7 Receive dogs and cats from Ellis County Sheriff's Office personnel under circumstances other than those contemplated in Sections 6.5 and 6.6 for long-term sheltering. Examples include specific quarantine and bite cases, animals involved in investigation of charges of cruelty to animals, and animals subject to on-going court proceedings.
- 6.8 Arrange for the humane destruction of dogs and cats as required. Such disposal and destruction shall be accomplished in a manner approved by the American Veterinary Medical Association, which shall not subject animals to unnecessary pain.
- 6.9 Receive dead dogs and cats from Ellis County Sheriff's Office personnel and dispose of said animals.
- 6.10 SPCA will offer disposal of deceased animals for Ellis County residents and veterinarians for a fee to be determined by the SPCA and paid by the animal's owner. Ellis County residents should not be responsible for the disposal fee if Ellis County Sheriff's Office personnel brings in the animal.
- 6.11 The owner of the dead dog or cat, if known, shall be contacted regarding disposal options. If the owner requests SPCA dispose of the dead dog or cat, a fee will be charged to the owner.
- 6.12 When requested by County or required by law, submit animal brains to Texas Department of Health certified laboratories for rabies diagnosis. County shall reimburse SPCA for reasonable costs incurred in providing the foregoing service for

animals brought to the Shelter by County officers and officials. Supporting documentation for reasonable costs must be included with monthly invoices to Ellis County.

6.13 SPCA shall provide detailed monthly reports to Ellis County Sheriff's Office when submitting monthly invoices regarding services and animal counts under this Agreement.

6.14 For a period of not less than three (3) years from the date that an animal is impounded, SPCA shall maintain records by classification of animal and name regarding the impounded animal returned to an owner, which records reasonably verify the first, second and third reoccurring offense status of the impoundment of an animal.

7. Seized Animals

7.1 As soon as practicable after impoundment, SPCA shall attempt to give notice by telephone or regular mail to the owner of the impounded animal, if known, Notice shall be based on the best evidence available to SPCA, including any information on the animal's license, microchip, rabies tag or other identification found on the animal.

7.2 An animal eligible for release may be redeemed by an owner or custodian upon satisfactory proof of ownership and payment of appropriate fees and charges for impoundment, care, feeding, veterinary care, rabies, and vaccinations. Pursuant to Ellis County ordinance, before release, SPCA shall verify that an animal has been vaccinated for rabies and that such vaccination is current. Ellis County shall be invoiced the above listed fees only if owner or custodian is billed and payment is not received by the SPCA.

7.3 All unclaimed or unredeemed animals sheltered by lawful authority which are in the possession of SPCA shall become the property of SPCA upon its compliance with the three (3) day Shelter Period required by §7.7 of the Ellis County Amended Ordinance Pertaining to Animal Control. The animal will then be adopted or euthanized at the sole discretion of SPCA and at no additional charge to Ellis County.

7.4 If an animal is injured and/or diseased to such an extent that the animal's life is endangered, the animal appears to be in extreme pain, or the animal will require extensive or long-term veterinary care, the animal may be euthanized at the discretion of SPCA. All reasonable efforts to transfer un-adoptable animals to bona fide animal care or rescue organizations will be made.

7.5 SPCA shall not sell, give, release, or otherwise transfer any animal for any type of research and/or experimentation purposes. All recipients of adopted animals

shall agree in writing that said animals will not be used for any type of research and/or experimentation purposes.

7.6 SPCA shall facilitate the sterilization of all dogs and cats adopted pursuant to this Agreement and be entitled to charge and retain fees for such services. SPCA will submit to Ellis County information pertaining to any adopters who violate Texas state law and fail to return proof of sterilization. Ellis County shall not be invoiced for sterilization services.

7.7 SPCA is entitled to retain all fees and charges paid by animal owners for impounding, boarding, disposing, and adoption of animals, including, but not limited those received pursuant to Sections 6.10, 6.11, 7.2, and 7.6.

8. County Responsibilities

In consideration of SCPA performing its obligations as set forth in this Agreement, County agrees as follows:

8.1 Ellis County shall comply with Chapter 826 of the Health and Safety Code (“Code”) regarding Rabies.

8.2 Ellis County shall designate an officer to act as the local rabies control authority. The local rabies control authority shall enforce the Code and Department rules that comprise the minimum standards for rabies control and all relevant ordinances or orders of County and/or Ellis County.

8.3 County officers and officials shall be responsible for investigating reports made under §826.041 of the Code (Reports of Rabies).

8.4 The Ellis County local rabies control authority is responsible for complying with §826.042 of the Code, including giving written notice to the animal’s owner (if known) and obtaining a statement from the owner acknowledging same. It is the SPCA’s responsibility to comply with §826.043(e), of the Code to notify the owner before destruction of the owner’s animal. Ellis County agrees to include written notice of the release of the hold at the end of the quarantine to the SPCA, which will include the owner’s information and preferred contact method, if available. Once the written hold release is served on the SPCA, then the three (3) day Shelter Period required by §7.7 of the Ellis County Amended Ordinance Pertaining to Animal Control shall apply. Notices required by this section may be served by e-mail to supervisor@elliscountyspca.org.

9. Fees

9.1 County will pay SPCA the following fees:

- a. \$6,258 per month for animal sheltering services.
- b. \$21 per animal delivered to SPCA by County pursuant to §6.9 (disposal of dead animals) billed monthly.

9.2 SPCA will invoice Ellis County on a monthly basis. Ellis County agrees to remit payment not later than the 30th day after receipt of each invoice provided requested reports are received and no discrepancies are found. Discrepancies shall be sent in writing to the SPCA for clarification and Ellis County shall not be responsible for remitting payment no later than the 30th day as stated above if discrepancies occur.

10. Insurance

The SPCA shall maintain the following insurance coverages during the Term of this Agreement:

A. Worker's Compensation Coverage	Statutory Amounts
B. General Liability Coverage	
• General Aggregate	\$1,000,000
• Bodily Injury/Personal Injury	\$1,000,000
• Property Damage	\$1,000,000
C. Automobile Liability	
• Bodily Injury (per accident/aggregate)	\$100,000/\$500,000
• Property Damage	\$100,000
D. Contractual Liability	Same as above

All insurance policies required herein shall be endorsed as follows:

- (1) County shall be named as an additional insured except on the Worker's Compensation policy;
- (2) SPCA waives right of subrogation against County except on the Automobile Liability and Worker's Compensation Policies.
- (2) Notice of termination of the required policy shall be provided not less than 30 days prior to termination, unless termination is the result of non-payment of premiums, in which case such notice shall be not less than 10 days prior to the date of termination.

11. Conflict of Interest

No public official shall have an interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

12. Israel

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

13. Entire Agreement

This Agreement constitutes the sole and only agreement of the parties regarding the subject matter described herein and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

14. Assignment

Neither this Agreement nor any duties or obligations may be assigned by SPCA without the prior written consent of County.

15. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

16. Governing Law and Venue

This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas, and the venue for all actions shall be in a state court of competent jurisdiction in Ellis County, Texas.

17. Legal Construction

In the event that any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

18. Additional Obligations

SPCA Board. A designated member of the Ellis Sheriff's Office will be entitled to appear at the SPCA board meetings as a liaison for Ellis County. This person will not be a voting member.

19. Notices

Any notices or other communication required to be provided to a party in this Agreement shall be in writing, addressed as provided hereinafter to the party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

If to County:

If to SPCA:

Martha Weedon, CPA
617 Ferris Ave
Waxahachie, TX 75165

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

20. Indemnification

THE SPCA SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR OTHER CLAIMS OF ANY CHARACTER, NAME, AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT OR WILLFUL ACT OR FAULT OF THE SPCA, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, THIS CONTRACT.

21. Agency-Independent Contractor

Neither County nor any employee thereof is an agent of the SPCA, and neither SPCA nor any employee thereof is an agent of County. This contract does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party. SPCA is an independent contractor.

22. Funding Clause

Payments required to be made by Ellis County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Ellis County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Ellis County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the purchasing agent. Thereupon, Ellis County will be released from its obligation to make further payments.

22. Emergency Preparedness

In collaboration with the Ellis County Office of Emergency Management, the successful bidder shall participate in the disaster preparedness plan for the Animal Services Facility to include, but not limited to, the following in the event of a disaster Animal evacuation, animal care, and animal sheltering during and after a declared disaster. The contractor shall also participate in disaster drills and meetings conducted by Ellis County Office of Emergency Management when it involves animal issues.

Hon. Todd Little
County Judge

Date

Attest _____
Ellis County Clerk

Martha Weedon
President of Board of Directors
Ellis County Society for the
Prevention of Cruelty to Animals

Date