

**Ellis County**  
**Authorized Spending Report**  
 To Date: 10/31/2019  
 From Account: 001-0611  
 To Account: 001-0611  
 Run Date: 11/18/2019  
 User: dspurlock  
 Report by: Department

Segments/Accounts	Total Budget	Original Budget	Budget Transfers	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	Total Aval.	Total %
<b>0611 : CONSTABLE PCT. 1</b>									
001-0611-505010 : SALARY	66,232.00	66,232.00	0.00	3,566.38	3,566.38	0.00	0.00	62,665.62	94.62%
001-0611-505020 : DEPUTY SALARY	59,711.00	59,711.00	0.00	3,212.30	3,212.30	0.00	0.00	56,498.70	94.62%
001-0611-505030 : CERTIFICATION PAY	1,800.00	1,800.00	0.00	150.00	150.00	0.00	0.00	1,650.00	91.67%
001-0611-505050 : LONGEVITY	360.00	360.00	0.00	30.00	30.00	0.00	0.00	330.00	91.67%
001-0611-505500 : HOSPITAL	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00	100.00%
001-0611-505530 : SOCIAL SECURITY	10,011.00	10,011.00	0.00	493.35	493.35	0.00	0.00	9,517.65	95.07%
001-0611-505540 : RETIREMENT	15,363.00	15,363.00	0.00	782.36	782.36	0.00	0.00	14,580.64	94.91%
001-0611-507030 : TELEPHONE	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	100.00%
001-0611-508010 : SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	100.00%
001-0611-508020 : EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0611-508050 : CONFERENCE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0611-508060 : OFFICIAL BOND/DUES	350.00	350.00	0.00	0.00	0.00	0.00	0.00	350.00	100.00%
001-0611-508080 : AUTO GAS/OIL REIMB	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	100.00%
001-0611-508090 : AUTO REPAIRS	1,500.00	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	100.00%
001-0611-508100 : AUTO TIRES	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0611-508110 : AUTO PURCHASE/INSURANCE	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0611-508150 : MONTHLY DEPUTIES UNIFORM ALLOWANCE	960.00	960.00	0.00	80.00	80.00	0.00	0.00	880.00	91.67%
001-0611-508190 : COMPUTER	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0611-508200 : LEOSE TRAINING	7,253.00	740.00	0.00	0.00	0.00	0.00	0.00	7,253.00	100.00%
001-0611-508210 : UNIFORM EXP	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	100.00%
001-0611-508350 : TRAINING	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	1,200.00	100.00%
<b>SubTotal : 0611 : CONSTABLE PCT. 1</b>	<b>204,040.00</b>	<b>197,527.00</b>	<b>0.00</b>	<b>8,314.39</b>	<b>8,314.39</b>	<b>0.00</b>	<b>0.00</b>	<b>195,725.61</b>	<b>95.92%</b>
<b>Grand Total :</b>	<b>204,040.00</b>	<b>197,527.00</b>	<b>0.00</b>	<b>8,314.39</b>	<b>8,314.39</b>	<b>0.00</b>	<b>0.00</b>	<b>195,725.61</b>	<b>95.92%</b>

A3

*Spurlock 4/100*  
*R. Callender, Jr.*

AF

**Ellis County**  
 Authorized Spending Report  
 To Date: 10/31/2019  
 From Account: 001-0612-505010  
 To Account: 001-0612-508450  
 Run Date: 11/08/2019  
 User: dspurlock  
 Report by: Department

Segments/Accounts	Total Budget	Original Budget	Budget Transfers	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	Total Avail.	Total %
0612 : CONSTABLE PCT. 2									
001-0612-505010 : SALARY	66,232.00	66,232.00	0.00	3,566.38	3,566.38	0.00	0.00	62,665.62	94.62%
001-0612-505020 : STAFF SALARIES	110,634.00	110,634.00	0.00	4,779.17	4,779.17	0.00	0.00	105,854.83	95.68%
001-0612-505030 : CERTIFICATION PAY	2,700.00	1,800.00	900.00	125.00	125.00	0.00	0.00	2,575.00	95.37%
001-0612-505050 : LONGEVITY	120.00	120.00	0.00	10.00	10.00	0.00	0.00	110.00	91.67%
001-0612-505500 : HOSPITAL	33,000.00	33,000.00	0.00	0.00	0.00	0.00	0.00	33,000.00	100.00%
001-0612-505530 : SOCIAL SECURITY	13,888.00	13,888.00	0.00	619.82	619.82	0.00	0.00	13,268.18	95.54%
001-0612-505540 : RETIREMENT	21,314.00	21,314.00	0.00	963.21	963.21	0.00	0.00	20,350.79	95.48%
001-0612-507030 : TELEPHONE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0612-508010 : SUPPLIES	2,500.00	2,500.00	0.00	215.00	215.00	0.00	0.00	2,285.00	91.40%
001-0612-508020 : EQUIPMENT	8,700.00	6,700.00	0.00	0.00	0.00	0.00	0.00	6,700.00	100.00%
001-0612-508050 : CONFERENCE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0612-508060 : OFFICIAL BOND/DUES	450.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	100.00%
001-0612-508080 : AUTO GAS/OIL REIMS	5,500.00	5,500.00	0.00	0.00	0.00	0.00	0.00	5,500.00	100.00%
001-0612-508090 : AUTO REPAIRS	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	100.00%
001-0612-508100 : AUTO TIRES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0612-508110 : AUTO PURCHASE/INSURANCE	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0612-508130 : MONTHLY DEPUTIES UNIFORM ALLOWANCE	1,920.00	1,920.00	0.00	160.00	160.00	0.00	0.00	1,760.00	91.67%
001-0612-508190 : COMPUTER	2,600.00	2,600.00	0.00	0.00	0.00	0.00	0.00	2,600.00	100.00%
001-0612-508200 : LEOSE TRAINING	4,365.00	740.00	0.00	0.00	0.00	0.00	0.00	4,365.00	100.00%
001-0612-508210 : UNIFORM EXP	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	100.00%
001-0612-508350 : TRAINING	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
<b>Sub Total : 0612 : CONSTABLE PCT. 2</b>	<b>285,023.00</b>	<b>280,498.00</b>	<b>900.00</b>	<b>10,438.58</b>	<b>10,438.58</b>	<b>0.00</b>	<b>0.00</b>	<b>274,584.42</b>	<b>96.34%</b>
<b>Grand Total :</b>	<b>285,023.00</b>	<b>280,498.00</b>	<b>900.00</b>	<b>10,438.58</b>	<b>10,438.58</b>	<b>0.00</b>	<b>0.00</b>	<b>274,584.42</b>	<b>96.34%</b>

OK  
  
 Everything Appears Correct  
 11/21/2019

Ellis County Constable Pct2  
 Terry May Constable Pct2  
 701 S. I-35E #2  
 Waxahachie, Texas 75165  
 (972)825-5027

Civil Papers Balance Report

For Papers Received From 10/01/2019 to 10/31/2019

Cause	Court	Court#	Seq.	Style	For Papers Rec. Date	Paper Type	Receipt	Amount Collected By	Payment Ty
LT3530	JP2	2	0	ELENA MICHELLE RODRIGUEZ	10/03/2019	EVICTIOW		180.00 BRAD ELLIOTT	
SC1616	JP2	2	0	RUSSELL COPELAND	10/03/2019	CITATION		90.00 SCOTT LINDSEY	
LT3531	JP2	2	0	DOLLAR PROPERTIES	10/04/2019	EVICTIOW		90.00 BRAD ELLIOTT	
DF-19-1943	255TH			IN THE INTEREST OF NOVA J	10/08/2019	CITATION FOR ST	57260	90.00 STEVEN TERRELL	Money Order
LT3532	JP2	2	0	SEAN MALLABOUGH	10/08/2019	EVICTIOW		90.00 BRAD ELLIOTT	
CC-D201903	JUNMS			ANNISA OREGON VS JERRY	10/09/2019	CITATION FOR ST		180.00 BRAD ELLIOTT	
LT3533	JP2	2	0	STEVE WHITWORTH	10/09/2019	EVICTIOW		180.00 SCOTT LINDSEY	
LT3534	JP2	2	0	1612 ASSETS LLC	10/09/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3535	JP2	2	0	LADD VIEW	10/09/2019	EVICTIOW		90.00 SCOTT LINDSEY	
LT3536	JP2	2	0	LADD VIEW	10/09/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3537	JP2	2	0	LADD VIEW	10/09/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3538	JP2	2	0	PARK PLACE APARTMENTS	10/10/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3539	JP2	2	0	DANA MOORE	10/11/2019	EVICTIOW		90.00 BRAD ELLIOTT	
DF-19-1910	256TH			IN THE MATTER OF THE EARR	10/15/2019	CITATION		0.00 BRAD ELLIOTT	
LT3540	JP2	2	0	UNIVERSITY GARDENS APARTM	10/15/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3541	JP2	2	0	ALTON LEBRECOUR	10/15/2019	EVICTIOW		90.00 SCOTT LINDSEY	
SC1622	JP2	2	0	VINEYARD AUTO SUPPLY	10/21/2019	CITATION		90.00 SCOTT LINDSEY	
SC1623	JP2	2	0	VINEYARDS AUTO SUPPLY	10/21/2019	CITATION		90.00 SCOTT LINDSEY	
10-C-3291	ELLIS			TEXAS TRUST CREDIT UNION	10/28/2019	WRIT OF EXECUTI	57262	175.00 STEVEN TERRELL	Check
LT3526	JP2	2	1	BRIDGEPPOINT	10/28/2019	WRIT OF POSSESS		175.00 BRAD ELLIOTT	
LT3542	JP2	2	0	PAJAK PROPERTIES, LLC	10/28/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3544	JP2	2	0	EW WAXAHACHIE LLC DBA VIC	10/28/2019	EVICTIOW		270.00 BRAD ELLIOTT	
LT3545	JP2	2	0	NO CORNERS PROPERTY MGMT	10/28/2019	EVICTIOW		90.00 BRAD ELLIOTT	
SC8941	JP4	4	0	MARY CHUMLEY	10/28/2019	CITATION	57263	90.00 STEVEN TERRELL	Money Order
LT3483	JP2	2	1	PARK PLACE APARTMENTS	10/29/2019	EVICTIOW		90.00 BRAD ELLIOTT	
LT3547	JP2	2	0	DCW SCHMERSE	10/29/2019	EVICTIOW		90.00 BRAD ELLIOTT	
TX-19-0170	DALLA			DALLAS COUNTY ET A VS LA	10/30/2019	CITATION FOR ST		90.00 BRAD ELLIOTT	

2,960.00

Total Number of Papers Listed 27

**Ellis County**  
 Authorized Spending Report  
 To Date: 10/31/2019  
 From Account: 001-0613-505010  
 To Account: 001-0613-508880  
 Run Date: 11/08/2019  
 User: dspurlock  
 Report by: Department

Segments/Accounts	Total Budget	Original Budget	Budget Transfers	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	Total Avail.	Total %
0613 : CONSTABLE PCT. 3									
001-0813-505010 : SALARY	66,232.00	66,232.00	0.00	3,566.38	3,566.38	0.00	0.00	62,665.62	94.82%
001-0613-505020 : DEPUTY SALARY	59,711.00	59,711.00	0.00	3,212.30	3,212.30	0.00	0.00	56,498.70	94.82%
001-0613-505030 : CERTIFICATION PAY	1,600.00	1,600.00	0.00	50.00	50.00	0.00	0.00	1,750.00	97.22%
001-0813-505500 : HOSPITALIZATION	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00	100.00%
001-0813-505630 : SOCIAL SECURITY	9,889.00	9,889.00	0.00	498.65	498.65	0.00	0.00	9,390.35	94.98%
001-0813-505540 : RETIREMENT	15,321.00	15,321.00	0.00	767.68	767.68	0.00	0.00	14,553.32	94.98%
001-0813-507030 : TELEPHONE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0813-508010 : SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	100.00%
001-0813-508020 : EQUIPMENT	9,000.00	9,000.00	0.00	1,200.00	1,200.00	0.00	0.00	4,800.00	80.00%
001-0613-508050 : CONFERENCE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0813-508060 : OFFICIAL BOND/DUES	450.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	100.00%
001-0813-508080 : AUTO GAS/OIL REIMB	4,500.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00	100.00%
001-0813-508090 : AUTO REPAIRS	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00	2,000.00	100.00%
001-0813-508100 : AUTO TIRES	200.00	200.00	0.00	0.00	0.00	0.00	0.00	200.00	100.00%
001-0813-508110 : AUTO PURCHASE/INSURANCE	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0813-508150 : MONTHLY DEPUTIES UNIFORM ALLOWANCE	960.00	960.00	0.00	80.00	80.00	0.00	0.00	880.00	91.67%
001-0613-508190 : COMPUTER	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0613-508200 : LEASE TRAINING	1,570.00	740.00	0.00	0.00	0.00	0.00	0.00	1,570.00	100.00%
001-0813-508210 : UNIFORM EXP	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	100.00%
001-0813-508350 : TRAINING	1,500.00	1,500.00	0.00	0.00	0.00	0.00	0.00	1,500.00	100.00%
<b>SubTotal : 0613 : CONSTABLE PCT. 3</b>	<b>203,933.00</b>	<b>203,103.00</b>	<b>0.00</b>	<b>9,375.01</b>	<b>9,375.01</b>	<b>0.00</b>	<b>0.00</b>	<b>194,557.99</b>	<b>95.40%</b>
<b>Grand Total :</b>	<b>203,933.00</b>	<b>203,103.00</b>	<b>0.00</b>	<b>9,375.01</b>	<b>9,375.01</b>	<b>0.00</b>	<b>0.00</b>	<b>194,557.99</b>	<b>95.40%</b>

A5

*Curtis Polk*

11-08-19

Ellis County Constable Pot. 3

101 W. Main St. Suite 125-B  
Waxahachie, Texas 75165  
(972) 825-5006

Civil Papers Balance Report  
For Papers Received From 10/01/2019 to 10/31/2019

Cause	Court	Court#	Seq.	Style	Rec. Data		Receipt	Amount Collected By	Payment Type(s)
					Rec. Date	Paper Type			
LT1968	JP3	3	1		10/01/2019	WRIT OF POSSESS		175.00 POLK, CURTIS	
LT1979	JP3	3	0		10/02/2019	EVICTIION		75.00 POLK, CURTIS	
LT1980	JP3	3	0		10/02/2019	EVICTIION		75.00 POLK, CURTIS	
JS19-00839	DALLA	5, 2	0		10/02/2019	SMALL CLAIMS	178	90.00 26	
FA-1410678	397TH	397	0	GAG-0012991761	10/02/2019	SUBSCONS		90.00 POLK, CURTIS	Money Order
DCL381	JP3	3	1		10/03/2019	SMALL CLAIMS		90.00 POLK, CURTIS	
LT1967	JP3	3	1		10/03/2019	WRIT OF POSSESS		175.00 POLK, CURTIS	
JS19-00223	DALLA	4, 1	0		10/03/2019	SMALL CLAIMS	179	90.00 26	
LT1970	JP3	3	1		10/04/2019	WRIT OF POSSESS		175.00 POLK, CURTIS	Cash
YK-19-0158	58TH	68	0		10/04/2019	CITATION		90.00 POLK, CURTIS	
LT1975	JP3	3	1	WRIT OF POSSESSION	10/09/2019	WRIT OF POSSESS		175.00 PENA, CONNIE	
102009	40th	40	0	CITATION	10/09/2019	CITATION		90.00 PENA, CONNIE	
LT1981	JP3	3	0		10/10/2019	EVICTIION		90.00 POLK, CURTIS	
LT1982	JP3	3	0	EVICTIION	10/15/2019	EVICTIION		90.00 PENA, CONNIE	
LT1983	JP3	3	0	EVICTIION	10/16/2019	EVICTIION		90.00 PENA, CONNIE	
LT1984	JP3	3	0	EVICTIION	10/16/2019	EVICTIION		90.00 PENA, CONNIE	
LT1985	JP3	3	0	EVICTIION	10/16/2019	EVICTIION		90.00 PENA, CONNIE	
LT1986	JP3	3	0	EVICTIION	10/16/2019	EVICTIION		90.00 PENA, CONNIE	
LT1987	JP3	3	0	EVICTIION	10/17/2019	EVICTIION		90.00 PENA, CONNIE	
LT1976	JP3	3	1	WRIT OF POSSESSION	10/21/2019	WRIT OF POSSESS		175.00 PENA, CONNIE	
DF-19-1678	301ST	301ST		CITATION	10/21/2019	CITATION		0.00 PENA, CONNIE	
LT1988	JP3	3	0		10/29/2019	EVICTIION		90.00 POLK, CURTIS	
LT1989	JP3	3	0		10/29/2019	EVICTIION		90.00 POLK, CURTIS	
LT1990	JP3	3	0	EVICTIION	10/30/2019	EVICTIION		90.00 PENA, CONNIE	
								-----	
								2,465.00	

Total Number of Papers Listed 24

**Ellis County**  
**Authorized Spending Report**  
 To Date: 10/31/2019  
 From Account: 001-0614-505010  
 To Account: 001-0614-508880  
 Run Date: 11/08/2019  
 User: dspurlock  
 Report by: Department

Segments/Accounts	Total Budget	Original Budget	Budget Transfers	MTD Exp	YTD Exp	YTD PreEnc	YTD Enc	Total Avail.	Total %
0614 : CONSTABLE PCT. 4									
001-0614-505010 : SALARY	66,232.00	66,232.00	0.00	3,566.38	3,566.38	0.00	0.00	62,665.62	94.62%
001-0614-505020 : DEPUTY SALARY	59,711.00	59,711.00	0.00	3,212.30	3,212.30	0.00	0.00	56,498.70	94.62%
001-0614-505030 : CERTIFICATION PAY	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0614-505500 : HOSPITALIZATION	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00	100.00%
001-0614-505530 : SOCIAL SECURITY	9,983.00	9,983.00	0.00	511.21	511.21	0.00	0.00	9,471.79	94.88%
001-0614-505540 : RETIREMENT	15,321.00	15,321.00	0.00	762.03	762.03	0.00	0.00	14,558.97	95.03%
001-0614-507030 : TELEPHONE	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	100.00%
001-0614-508010 : SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	100.00%
001-0614-508020 : EQUIPMENT	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0614-508050 : CONFERENCE	3,000.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	100.00%
001-0614-508060 : OFFICIAL BONDS/DUES	450.00	450.00	0.00	0.00	0.00	0.00	0.00	450.00	100.00%
001-0614-508080 : AUTO GAS/OIL REIMB	5,500.00	5,500.00	0.00	0.00	0.00	0.00	0.00	5,500.00	100.00%
001-0614-508090 : AUTO REPAIRS	2,500.00	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	100.00%
001-0614-508100 : AUTO TIRES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0614-508110 : AUTO PURCHASE/INSURANCE	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
001-0614-508120 : RADIO	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0614-508150 : MONTHLY DEPUTIES UNIFORM ALLOWANCE	1,920.00	1,920.00	0.00	80.00	80.00	0.00	0.00	1,840.00	95.83%
001-0614-508190 : COMPUTER	1,300.00	1,300.00	0.00	1,903.93	1,903.93	0.00	0.00	-603.93	-46.46%
001-0614-508200 : LEO'S TRAINING	3,130.00	740.00	0.00	0.00	0.00	0.00	0.00	3,130.00	100.00%
001-0614-508210 : UNIFORM EXP	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
001-0614-508350 : TRAINING	1,800.00	1,800.00	0.00	0.00	0.00	0.00	0.00	1,800.00	100.00%
SubTotal : 0614 : CONSTABLE PCT. 4	208,447.00	206,057.00	0.00	10,035.85	10,035.85	0.00	0.00	198,411.15	95.18%
Grand Total :	208,447.00	206,057.00	0.00	10,035.85	10,035.85	0.00	0.00	198,411.15	95.18%

Alc

*Handwritten signature/initials*

Ellis County Constable Pct 4

Midlothian, Texas 76065  
(972)775-2046

Civil Papers Balance Report  
For Papers Received From 10/01/2019 to 10/31/2019

Cause	Court	Court#	Seq.	Style	Rec. Date	Paper Type	Receipt	Amount	Collected By	Payment Type(s)
DC3699	JP4	4	0	REGIONAL FINANCE	10/07/2019	CITATION		0.00		
DC3700	JP4	4	0	REGIONAL FINANCE	10/07/2019	CITATION		0.00		
LT2113	JP4	4	1	PROGRESS RESIDENTIAL LLC	10/07/2019	WRIT OF POSSESS		0.00		
LT2118	JP4	4	1	BLAKE W. LEPPER	10/07/2019	WRIT OF POSSESS		0.00		
LT2140	JP4	4	0	TRQ	10/07/2019	EVICTON		0.00		
LT2141	JP4	4	0	DEBBIE JUSTUS	10/07/2019	EVICTON		0.00		
SC8940	JP4	4	0	BRENDA GAY SHEPHERD	10/07/2019	SMALL CLAIMS		0.00		
226820	264TH COUNTY		0		10/09/2019	CITATION		0.00		
0680039-20	202ND COUNTY		0		10/09/2019	CITATION		0.00		
JS19-00981	JP3-1 COUNTY		0		10/09/2019	SMALL CLAIMS	1301	90.00	MARK BOWDS	Check
JK19-03495	JP1-1 COUNTY		0		10/09/2019	CITATION	1302	90.00	MARK BOWDS	Check
233-483742	233RD COUNTY		0		10/09/2019	SUMMONS		0.00		
325-542807	325TH COUNTY		0		10/09/2019	SUMMONS		0.00		
LT2142	JP4	4	0	THOMAS JONAH WALTER C/O	10/15/2019	EVICTON		0.00		
SC8942	JP4	4	0	VIP CONTRACTING LLC, DBA.	10/16/2019	SMALL CLAIMS		0.00		
LT2143	JP4	4	0	TRQ	10/17/2019	EVICTON		0.00		
LT2144	JP4	4	0	MIDLOTHIAN APT. OWNER, LL	10/17/2019	EVICTON		0.00		
LT2145	JP4	4	0	FRANK FARGAS	10/17/2019	EVICTON		0.00		
JC09002516	JP4-1 COUNTY		0		10/17/2019	WRIT OF EXECUTI	1305	175.00	MARK BOWDS	Check
TX-18-0128	101ST COUNTY		0		10/17/2019	CITATION		0.00		
TX-19-0154	116TH COUNTY		0		10/17/2019	CITATION		0.00		
SC1620	JP2	2	0	LANDMARK EQUIPMENT, INC.	10/22/2019	SMALL CLAIMS		0.00		
LT2146	JP4	4	0	PALLADIUM GLENN HEIGHTS	10/22/2019	EVICTON		0.00		
TX-18-0133	298TH COUNTY		0		10/22/2019	CITATION		0.00		
325-669661	325TH COUNTY		0		10/22/2019	CITATION		0.00		
352-D20517	352ND COUNTY		0		10/22/2019	CITATION		0.00		
DC3737	JP4	4	0	BIZ FRIEND LLC	10/23/2019	CITATION		0.00		
LT2147	JP4	4	0	THE LOFT APARTMENTS MONTI	10/23/2019	EVICTON		0.00		
LT2148	JP4	4	0	THE LOFT APARTMENTS MONTI	10/23/2019	EVICTON		0.00		
LT2149	JP4	4	0	PALLADIUM GLENN HEIGHTS	10/23/2019	EVICTON		0.00		
LT2150	JP4	4	0	PALLADIUM GLENN HEIGHTS	10/23/2019	EVICTON		0.00		
LT2151	JP4	4	0	PALLADIUM GLENN HEIGHTS	10/23/2019	EVICTON		0.00		
LT2152	JP4	4	0	PALLADIUM GLENN HEIGHTS	10/23/2019	EVICTON		0.00		

Ellis County Constable Pct 4

Midlothian, Texas 75066  
 (972) 775-2046

Civil Papers Balance Report  
 For Papers Received From 10/01/2019 to 10/31/2019

Cause	Court	Court#	Seq.	Style	Rec. Date	Paper Type	Receipt	Amount Collected By	Payment Type(s)
LT2153	JP4		4	0 PALLADIUM GLENN HEIGHTS	10/23/2019	EVICTON		0.00	
19-C-3584	COUNTY	COUNTY	0		10/23/2019	WRIT OF POSSESS		0.00	
LT2137	JP4		4	1 PALLADIUM GLENN HEIGHTS	10/24/2019	WRIT OF POSSESS		0.00	
DF-19-1917	330TH	COUNTY	0		10/24/2019	CITATION	1306	90.00	MARK BOUNDS Money Order
LT2154	JP4		4	0 PALLADIUM GLENN HEIGHTS	10/25/2019	EVICTON		0.00	
LT2155	JP4		4	0 PALLADIUM GLENN HEIGHTS	10/25/2019	EVICTON		0.00	
LT2156	JP4		4	0 PALLADIUM GLENN HEIGHTS	10/25/2019	EVICTON		0.00	
LT2157	JP4		4	0 LARRY J. POGUE	10/28/2019	EVICTON		0.00	
J619-00578	JP1-1	COUNTY	0		10/28/2019	SMALL CLAIMS	1307	90.00	MARK BOUNDS Money Order
LT2158	JP4		4	0 HPA BORROWER 2018-1 LLC	10/29/2019	EVICTON		0.00	
JD-19-0111	305TH	COUNTY	0		10/29/2019	SUBPOENA		0.00	
JD-19-0111	305TH	COUNTY	1		10/29/2019	SUBPOENA		0.00	
19-C-3584	COUNTY	COUNTY	1		10/29/2019	WRIT OF POSSESS		0.00	
2019-PR002	PRCBA	COUNTY	0		10/29/2019	SUMMONS	1310	7500y1500	MARK BOUNDS Check Check
324-430461	324TH	COUNTY	0		10/29/2019	SUMMONS		0.00	
CV19-00652	255TH	COUNTY	0		10/31/2019	SUMMONS		0.00	
								-----	
								61000y1500	

Total Number of Papers Listed 49

A7

Prescribed by Secretary of State (Form JRC)  
Elections PRIM/resolution.doc  
Joint Resolution Contract; Texas Administrative Code rule §81.157  
Section 172.126, Texas Election Code 8/2017

**JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT  
PRIMARY JOINT RESOLUTION**

WHEREAS, the Democratic Party of Ellis County, Texas, and the Republican Party of Ellis County, Texas, desire to enter into a 2020 Joint Primary Election Services Contract with the Ellis County Election Administrator, as the County Election Officer.

AND WHEREAS, the Commissioners Court of Ellis County, Texas desires to give authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Kelly H. Blackburn, Democratic Party Chair, and Randy Bellomy, Republican County Chair, and Jana Onyon, County Election Officer of Ellis County, Texas, for the conduct and supervision of the Ellis County Joint Primary Election on Tuesday, March 3, 2020 and the Ellis County Joint Primary Runoff Election, if necessary, on Tuesday, May 26, 2020.

PASSED AND APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of County Judge, Todd Little

\_\_\_\_\_  
Signature of Commissioner, Precinct 1, Randy Stinson

\_\_\_\_\_  
Signature of Commissioner, Precinct 2, Lane Grayson

\_\_\_\_\_  
Signature of Commissioner, Precinct 3, Paul Perry

\_\_\_\_\_  
Signature of Commissioner, Precinct 4, Kyle Butler

Ellis County Democratic Party

Ellis County Republican Party

By: Kelly H. Blackburn, County Chair

By: Randy Bellomy, County Chair

County Elections Official

By: Jana Onyon, County Election Administrator

Attest: \_\_\_\_\_  
Signature of County Clerk, Krystal Valdez

seal

F1



**Ellis County Treasurer**  
Cheryl Chambers  
109 S Jackson Street  
Waxahachie TX 75165  
Phone: (972) 825-5127

<b>Official Receipt</b>
Receipt Number: R2019-02618
Receipt Date 11/25/2019

Received From: JPMORGAN CHASE BANK NA - ANNUAL REBATE

Comments: 2019 COMM CARD REBATE

Description	Account #	Amount
DEPOSIT TOTAL		\$8,269.31
ACCOUNTS RECEIVABLE	001-0000-120000	8269.31

EFT	\$8,269.31	<b>Total Amount</b>	\$8,269.31
		<b>Total paid</b>	\$8,269.31
		<b>Change</b>	\$0.00

Issued By: LHartley  Batch: B11252019-00205



**Lauri Hartley**

---

**From:** KW Winkles <kwwinkles@co.ellis.tx.us>  
**Sent:** Monday, November 25, 2019 8:01 AM  
**To:** Lauri Hartley  
**Subject:** RE: Annual Credit Card Rebate...

Accounts Receivable 001-0000-120000.

Thanks,

Gen. Misc

001-0010-400030



*K.W. Winkles*  
*Ellis County First Assistant Auditor*  
*101 W. Main Street*  
*Waxahachie, TX 75165*  
*(P): 972-825-5355*  
*(C): 469-309-8401*  
*(E): [kwwinkles@co.ellis.tx.us](mailto:kwwinkles@co.ellis.tx.us)*

**From:** Lauri Hartley <lauri.hartley@co.ellis.tx.us>  
**Sent:** Friday, November 22, 2019 11:51 AM  
**To:** 'KW Winkles' <kwwinkles@co.ellis.tx.us>  
**Subject:** Annual Credit Card Rebate...

KW,

We received \$8,269.31 from JP MorganChase for the annual Rebate. I'm assuming it will need to be pushed back.

Into which line item will I need to receipt it?

Thanks!

Lauri Hartley  
Deputy Treasurer  
Ellis County  
109 S Jackson St  
Third Floor  
Waxahachie, TX 75165  
972-825-5128  
972-825-5129 fax



### Incoming FED Message

Printed: 11/22/2019 1:52:12PM

Requested By: BAMLETT

VERSION: 0

#### MESSAGE INFORMATION

Amount:	\$8,269.31	Message ID:	191120073751F200	Source:	O
Currency:	USD	Latest Version:	0	Priority:	M
Value Date:	11/20/19	Time:	07:37:52	URC:	
Bank ID:	001	Department:	WIR	Status:	AGED
Message Type:	10	Branch:	001BR047	Country Code:	US
Message Subtype:	00	Charge:	SHA	Purpose:	
Fee:	0.00	Service:	FLS	Template:	
Ref. No.:	6833400322JO	External Ref.:			

#### MESSAGE TEXT

Sender ABA:	021000021	Sender Name:	JPMORGAN CHASE	Ref. No.:	6833400322JO
Receiver ABA:	111301122	Receiver Name:	FFIN ABILENE	Prod. Code:	CTR
Ref. IMAD:				Local Instrument Code:	
IMAD:	20191120B1QGC06C001358	Prop. Code:			
OMAD:	20191120MMQFMP3800001911200800FT03	Ref. for Bnl:	ATS OF 19/11/18		
As of Reason:	As of Date:	Disposition:			
Acc Off:	001	Account:	47110079291	Acc. Type:	DDA
Cr Acc Off:		Cr Acc No:		Cr Acc Type:	
Db Advice:		Db Fee:		Cr Advice:	
				Cr Fee:	0.00
Drawdown Credit Account:					
Originator:		Beneficiary:			
		47110079291			
JPMORGAN CHASE BANK NA		ELLIS COUNTY			
FCNB PRO CARD SETTLE		US			
2500 WESTFIELD DR					
ELGIN IL 60124-7836 US					
Originator Bank:	Originator Option F:	N	Beneficiary Bank:		

**MESSAGE TEXT CONTINUED**

**Instructing Bank:**

**Intermediary Bank:**

**Drawdown Debit Account:**

**Correspondent Bank:**

**Originator Bank Info:** JPMC COMM CARD REBATE

**Free Text:**

**BANK TO BANK INFORMATION**

**Receiver Bank Info:**

**Drawdown Debit Account:**

**Advice Code:**

**Advice Info:**

**BANK TO BANK INFORMATION CONTINUED**

**Intermediary Bank Info:**

**Intermediary Advice Info:**

**Advice Code:**

**Advice Info:**

**Beneficiary Bank Info:**

**Beneficiary Bank Advice Info:**

**Advice Code:**

**Advice Info:**

**Beneficiary Info:**

JPMC COMM CARD REBATE AUGUST 2

019

**BANK TO BANK INFORMATION CONTINUED**

**Beneficiary Advice Info:**

**Advice Code:**

**Advice Info:**

**Beneficiary MOP:**

**MOP Code:**

**MOP Info:**

**Bank to Bank Info:**

**Charges:**

**Sender Charges:**

1. USD 0.00

2.

3.

4.

**Receiver Charges:**

**Currency:**

**Amount:**

**Remote Initiator:**

**Remote Verifier:**

**Remote Releaser:**

**Misc Notes :**

**Instructed:**

**Currency: USD**

**Amount: 8269.31**

**Exchange Rate:**

**Spread:**  
**Bank Op code:**

**Message Index:**

**Fee Account No:**

**Math Rule :**

**Authorization Method:**

**Message Total:**

**Fx Ref No:**

11/21/2019

**FIRST FINANCIAL BANK**

11/21/2019 8:02 AM

**GENERAL FUND**

xxx79291

**Amount:** 8269.31

**Description:** Wire Transfer Credit JPMORGAN CHASE BANK NA

**Posted Date:** 11/20/2019

**Transaction Type:** History

#

R2019-02618

F2

# Trial Balance for Ellis County

From 11/13/2019 To 11/25/2019

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	25,522,029.74	4,328,862.20	5,698,495.86	24,152,396.08
2	ROAD IMPROVEMENT FUND	712,477.22	7,892.39	-	720,369.61
3	ROAD/BRIDGE PCT. 1	1,413,155.58	50,174.32	53,589.65	1,409,740.25
4	ROAD/BRIDGE PCT. 2	1,216,989.46	52,250.27	56,554.11	1,212,685.62
5	ROAD/BRIDGE PCT. 3	1,080,263.15	49,429.70	59,570.01	1,070,122.84
6	ROAD/BRIDGE PCT. 4	1,107,717.19	49,712.50	49,831.55	1,107,598.14
7	ADULT PROBATION	1,023,794.74	26,571.01	110,949.96	939,415.79
8	JUVENILE PROBATION	1,146,240.16	421.75	26,811.30	1,119,850.61
9	F/M PCT. 1	1,430,902.03	35,284.96	33,140.97	1,433,046.02
10	F/M PCT. 2	202,158.11	35,426.94	56,514.96	181,070.09
11	F/M PCT. 3	930,737.93	35,191.96	44,537.78	921,392.11
12	F/M PCT. 4	1,142,398.35	35,191.96	31,092.18	1,146,498.13
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	33,768.51	146.00	-	33,914.51
15	JUSTICE COURT TECHNOLOGY FUND	139,867.40	866.17	-	140,733.57
16	DC ARCHIVES RECORDS MANAGEMENT	142,219.46	340.00	-	142,559.46
17	JURY	91,859.59	11,057.02	1,782.08	101,134.53
18	PERMANENT IMPROVEMENT	408,664.96	55,884.65	368.00	464,181.61
19	LAW LIBRARY	28,505.84	4,713.98	12,035.10	21,184.72
20	TRUST AND AGENCY FUND	600,041.70	101,779.87	-	701,821.57
21	RECORDS MANAGEMENT	975,127.72	16,630.00	15,606.00	976,151.72
22	CC ARCHIVES RECORDS MANAGEMENT	2,146,972.91	16,440.00	-	2,163,412.91
23	ROW AVAILABLE	274,706.22	-	-	274,706.22
24	FIRE MARSHAL SPECIAL FUND	106,339.15	771.02	635.45	106,474.72
25	RIGHT OF WAY 2008	2,849.95	-	-	2,849.95
26	DISTRICT COURT RECORDS TECH	172,467.49	680.00	-	173,147.49
27	ROAD DISTRICT 1	1,261,691.12	-	-	1,261,691.12
28	ROAD DISTRICT 5	71,027.45	-	-	71,027.45
29	ROAD DISTRICT 16	195,597.24	-	-	195,597.24
30	CHECK PROCESSING FEE AC	188,152.25	348.17	1,150.03	187,350.39
31	DRUG FORFEITURE FUND	159,318.73	6,514.02	133.51	165,699.24
32	GEN RECORD MANAGE/PRESE	465,325.68	2,495.00	-	467,820.68
33	COURTHOUSE SECURITY FUN	58,847.72	3,188.17	-	62,035.89
34	COURT REC. PRESERVATION 51.708	97,739.50	350.00	-	98,089.50
36	ELECTIONS ADMIN FEES	22,859.38	-	-	22,859.38
37	SERIES 1993 INTEREST &	11,583.18	750.00	750.00	11,583.18
38	SERIES 07 INTEREST & SINKING	3,746,311.68	129,218.45	750.00	3,874,780.13
40	SERIES 07 BOND PROJECT	4,994,786.24	-	-	4,994,786.24
42	SHERIFF FEDERAL DRUG FORFEITUR	295,824.37	-	-	295,824.37
45	ELLIS CO COMM CORRECTIONS	88,540.39	3,733.87	14,805.88	77,468.38
46	SHERIFF SEIZURE FUND	326,204.07	-	-	326,204.07
47	SHERIFF DRUG FORFEITURE	134,490.57	19,542.06	-	154,032.63
48	DISTRICT ATTY DRUG SEIZ	195,115.02	16,500.00	42,954.08	168,660.94
49	JUVENILE COMMUNITY CORR	(396,085.24)	-	-	(396,085.24)
50	CIVIL SUPERVSIION FEES	77,214.18	-	-	77,214.18
52	JUVENILE ACCOUNTABILITY I BL	752.29	-	-	752.29
56	CONSTABLE PCT #2 FORFEITURE	172.39	-	-	172.39
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
59	LAW ENFORCEMENT BLOCK GRANT	12.81	-	-	12.81
65	ADULT PROBATION	7,189.41	855.14	3,483.84	4,560.71
72	ELLIS COUNTY LEVEE #2	390,262.49	282.78	-	390,545.27
73	ELLIS COUNTY LEVEE #3	296,314.16	52,034.26	103,640.00	244,708.42
74	ELLIS COUNTY LEVEE #4	7,463.07	-	-	7,463.07
97	AP CLEARING ACCOUNT	(57,167.73)	-	-	(57,167.73)
		<b>55,004,127.13</b>	<b>5,151,530.59</b>	<b>6,419,182.30</b>	<b>53,736,475.42</b>



# Ellis County Auditor's Office

Janet S Martin, CPA, CFE  
County Auditor

K.W. Winkles  
First Assistant

DeVonda Spurlock  
Cash Audits

Kim Brown  
Assistant II

Lisa Arent  
Assistant II

Staci Parr  
Assistant II

November 26, 2019

- Hon. Todd Little, County Judge
- Hon. Randy Stinson, Commissioner Pct 1
- Hon. Lane Grayson, Commissioner Pct 2
- Hon. Paul Perry, Commissioner Pct 3
- Hon. Kyle Butler, Commissioner Pct 4

Gentlemen,

Submitted for your review is my monthly report as required by Texas Local Government Code 114.025. Some of the requirements have been omitted on this report to allow additional time to further correct our books and records. A complete monthly report will be submitted January 21, 2020 and every third Tuesday thereafter. Your input, comments, and questions are encouraged.

Respectfully,

Janet S. Martin, CPA, CFE  
County Auditor

Ellis County Auditor's Office		
Monthly Report to Commissioners' Court		
LGC reference 114.025(a)(5)		
Period of October 1, through November 26, 2019		
<b>Description</b>	<b>Additional Notes</b>	
16 Office Cash Counts - County Wide		
198 Manual Journal Entries	Payroll Accrual, move cash receipts to correct fiscal year, record receivables, correct cash balances due to erroneous JEs made prior to employment, miscellaneous corrections, routine adjusting journal entries	
9 Budget Amendment Entries	24 individual line item adjustment or budget amendment requests	
Helped reconcile General Bank Account to General Ledger Jan 2019 - May 2019	Errors found and corrected between these months automatically corrected June 2019 - Aug 2019	
Recreated 39 confirmation letters for external auditors	Cash confirmations, Debt & Lease Confirmations, and Elected Official Questionnaires	
Recreated two expenditure reimbursement forms		
Recreated Line Item Adjustment form and created new Budget Amendment form		
Researched and responded to ~10 requests for information from internal departments		
Three Receipts & Disbursements reports submitted to Commissioners' Court		
Audited all Cash Receipt Revenue Reports daily for October and November to date	Recurring task	
Audited all Daily Revenue Reports for Oct & Nov for all 4 JP Offices; JP1, JP2, JP3 & JP4	Recurring task	
Audited Monthly Reports for Oct for all 4 JP Offices	Recurring task	
Audited all Credit Card Transactions for all 4 JP offices for the month of October 2019	Recurring task	
Audited all Weekly Revenue Reports for Oct & Nov for DOD	Recurring task	
Audited Monthly Report for Oct for DOD	Recurring task	
Audited all Daily Revenue Reports for Oct & Nov for District Clerk	Recurring task	
Audited Monthly Report for Oct for District Clerk	Recurring task	
Audited all Daily Revenue Reports for Oct & Nov for County Clerk	Recurring task	
Audited Monthly Report for Oct for County Clerk	Recurring task	
Audited all Revenue Reports for Oct & Nov for Sheriff's Office	Recurring task	
Audited Monthly Report for Oct for Sheriff's Office	Recurring task	
Audited Sheriff's Office Bond Account Bank Statement	Recurring task	
Audited Ad Valorem Tax Reports for Oct & Nov for Tax Office	Recurring task	
Audited Ad Valorem Tax Report for Oct for to ensure appropriate monies were deposited into Innoprise	Recurring task	
Prepared Grand Jury Reimbursement Report for 3 <sup>rd</sup> Quarter	Quarterly task	
Prepared Texas Parks and Wildlife 3 <sup>rd</sup> Quarter Report	Quarterly task	
Prepared Linebarger Fee Report for 3 <sup>rd</sup> Quarter	Quarterly task	
Reviewed and calculated interest for 2 DA Forfeiture distributions	Recurring task	
Reviewed Quarterly Court Costs Reports	Recurring task	
Prepared and filed Annual E-filing Certification Report	Recurring task	

Ellis County Auditor's Office Monthly Report to Commissioners' Court LGC reference 114-025(a)(5) Period of October 1, through November 26, 2019		<b>Description</b>	<b>Additional Notes</b>
		Reviewed bank reconciliations for Juvenile and CSCD Restitution accounts (Juv-Aug & Sept) (CSCD-Aug, Sept & Oct)	Recurring task
		Reconciled JP 1-4 Bond bank accounts (Aug & Sept)	Recurring task
		Financial Reports for August	Recurring task
		Performed 5 cash audits + 1 attempted (+3 by Staci & Michelle)	Recurring task
		Prepared and submitted paperwork for Purchasing to be properly setup to take JP Morgan Chase back	As needed
		Training with Purchasing on how to pull the monthly reports	As needed
		Juvenile Financials	Recurring task
		Payroll Audit x 2	Recurring task
		Payroll Audit x 2	Recurring task
		Submitted TIDC Expenditure Report	Annual task
		Entered, Reviewed, Submitted TJJD Grant Adjustments	Annual task
		Reconciling TJJD/GJAD Grant Reports to General Ledger	Annual task
		Working on GASB 68 Audit	Annual task
		DA State Longevity Report	Annual task
		Ag Extension Expenditure Report	Annual task
		Body Bag Audit	Annual task
		Worked on FFATA Cert for Title-IV; Amendment; Lobbying Statement	Requested audit - in process as of 11/26/2019
		Audited 941's	Annual task
		Monitor eGrants	Quarterly task
		Monitor OJP BVP Grant	Recurring task
		Audited 3 AP cycles & 2 JP Morgan Chase Statements	Recurring task
		Sent out invoices for:	Recurring task
		2 months of First Net (Cell Phone Accounts)	Recurring task
		2 months of AT&T Mobility accounts	Recurring task
		2 months of First Choice Long Distance	Recurring task
		Audited Jail Commissary	Annual task
		Audited DA Forfeiture Account	Annual task
		Audited DA Forfeiture Report with AG's Office	Annual task
		Bank reconciliations for various accounts	Annual task
			In process as of 11/26/2019

F4



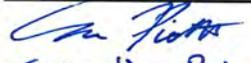
# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2019/2020

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-506890	GIS Software	\$ 2,470.00
	<b>TOTAL:</b>	\$ 2,470.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-508680	Contract Services	\$ 2,470.00
	<b>TOTAL:</b>	\$ 2,470.00

  
 Signature: Samantha Peckett, EMC Date: 11/18/2019 Department: Emergency Management

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

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

- \_\_\_\_\_ COUNTY JUDGE
- \_\_\_\_\_ COMMISSIONER PCT. 1
- \_\_\_\_\_ COMMISSIONER PCT. 2
- \_\_\_\_\_ COMMISSIONER PCT. 3
- \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 



## Ralph Mulvany

---

**From:** Ralph Mulvany <ralph.mulvany@co.ellis.tx.us>  
**Sent:** Tuesday, September 03, 2019 12:24 PM  
**To:** Miykael Reeve; 'Ralph Mulvany'; Samantha Pickett  
**Subject:** Contract Copier Line item in the 2019-2020 Proposed Budget  
**Attachments:** Copier Line Item.pdf; RE: Line Item Change - Copier (11.8 KB)

Miykael

We were reviewing the proposed budget for the Emergency Services, 001-0430-50000 and noticed that the Contract copier line item was in the incorrect line item as it was in last year's budget. You had to go to Commissioners Court last year to have the funds moved to the correct line item. Can you do that again before the budget is approved.

**Currently in the 2019-2020 budget:**

GSA Software Contract	50689	\$2,470
-----------------------	-------	---------

**Should be in line item**

Emergency Management Contract Services	50868	\$2,470
--	-------	---------

I have attached a copy of our purposed budget (Highlighted) and the email from the 2018-2019 budget for correction to this line item.

Thank you,  
Ralph

**Ralph Mulvany**

Emergency Management Emergency Planner  
Ellis County Emergency Management  
The Historic Courthouse  
101 W. Main St., Ste 102  
Waxahachie, TX 75165  
Office- (972)825-5199  
[ralph.mulvany@co.ellis.tx.us](mailto:ralph.mulvany@co.ellis.tx.us)



## Ralph Mulvany

---

**From:** Devonda Spurlock <devonda.spurlock@co.ellis.tx.us>  
**Sent:** Tuesday, October 09, 2018 4:53 PM  
**To:** Ralph Mulvany; Staci Parr  
**Subject:** RE: Line Item Change - Copier

Ralph,

This should have stayed as 001-0430-50868-00000-000 (Contract Services). I have prepared a budget correction to be approved in Commissioner's Court on 10/23/18. Should you need to pay an invoice, please use this line item.

Thank you,

DeVonda Spurlock  
Ellis County First Assistant Auditor  
972-825-5287

---

**From:** Ralph Mulvany [mailto:ralph.mulvany@co.ellis.tx.us]  
**Sent:** Tuesday, October 09, 2018 3:08 PM  
**To:** Staci Parr <staci.parr@co.ellis.tx.us>; Devonda Spurlock <devonda.spurlock@co.ellis.tx.us>; 'Ralph Mulvany' <ralph.mulvany@co.ellis.tx.us>  
**Subject:** Line Item Change - Copier

Staci Parr or Vonda Spurlock, extension 5087.

I am looking at the 2018-2019 Budget and the line item for the Copier changed as indicted below. Is this correct?

**2017-2018 Budget**

Emergency Management Contract Services  
LINE ITEM CODE: 001-0430-50868-00000-000

**2018-2019 Budget**

GSA Software Contract  
LINE ITEM CODE: 001-0430-50689-00000-000

Thank you,  
Ralph

**Ralph Mulvany**

Emergency Management Administrative Planner  
Ellis County Emergency Management  
109 S. Jackson Street  
Waxahachie, TX 75165  
Office- (972)825-5199  
[ralph.mulvany@co.ellis.tx.us](mailto:ralph.mulvany@co.ellis.tx.us)



DEPT.: GL#:	EMERGENCY SERVICES 001-0430-50000-00000-000	2016/2017 BUDGET	2017/2018 BUDGET	2018/2019 BUDGET	2019/2020 BUDGET
SALARIES & RELATED EXPENDITURES		141,218	152,106	154,538	161,691
OPERATING EXPENDITURES		6,600	9,070	9,070	9,820
CAPITAL EXPENDITURES		2,000	8,055	8,055	15,750
CRI EXPENSES		12,713	12,463	12,463	13,763
AUTO EXPENDITURES		7,200	4,300	4,300	4,300
<b>TOTAL</b>		<b>169,731</b>	<b>185,994</b>	<b>188,426</b>	<b>205,324</b>

GL ACCT TITLE	ACCT #	2016/2017	2017/2018	2018/2019	2019/2020
SALARY	50502	101,927	110,135	111,432	117,004
LONGEVITY	50505	-	-	-	-
HOSP	50550	20,200	21,200	22,000	22,000
SOC SEC	50553	7,797	8,425	8,525	8,951
RETIRE	50554	11,294	12,346	12,581	13,736
TRAVEL REIMB.	50601	-	-	-	-
TELEPHONE	50703	1,300	1,300	1,300	1,300
SUPPLIES/OTHER	50801	1,750	1,750	1,750	2,500
EQUIPMENT	50802	1,000	7,305	7,305	15,000
FURNITURE/FIXTURES	50803	-	-	-	-
CONFERENCE	50805	1,800	1,800	1,800	1,800
OFFICIAL BOND/DUES	50806	1,000	1,000	1,000	1,000
DUES	50807	-	-	-	-
AUTO GAS	50808	4,300	2,500	2,500	1,000
AUTO REPAIRS	50809	1,000	500	500	2,500
AUTO TIRES	50810	1,100	500	500	500
AUTO PURCHASE/INSURANCE	50811	800	800	800	800
UNIFORM EXPENSE	50815	750	750	750	800
COMPUTER	50819	1,000	750	750	750
GSA SOFTWARE CONTRACT	50889	-	2,470	2,470	750
DAM BREACH STUDY	50963	-	-	-	2,470
PREPAREDNESS FAIR	50976	250	250	250	-
PREPAREDNESS TRAINING	50977	500	250	250	250
MASS NOTIFICATION SYSTEM	50978	11,963	11,963	11,963	1,550
<b>TOTAL</b>		<b>169,731</b>	<b>185,994</b>	<b>188,426</b>	<b>205,324</b>

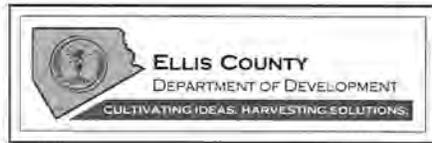
POSITION DETAIL

	NO.
EMERGENCY MGMT COORDINATOR	1
EMERGENCY PLANNER	1

**Emergency Management - Copier**  
**VEN CODE: Emergency Management Contract Services**  
**LINE ITEM CODE: 001-0430-50868-00000-000**

		\$2,470		Running Balance			
BUDGET AMOUNT:		\$3,120.00	Amount	\$179.85			
VENDER	Transaction Date	Invoice Number	Amount		44717	23982	Previous
					Black	Color	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (9/21/18 to 10/21/18)	11/07/18	94994900	\$205.77	11.30.2018	2357	887	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (10/21/18 to 11/21/18)	12/12/18	95296105	\$205.77	01.08.2019	1919	691	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (11/21/18 to 12/21/18)	01/10/19	95597662	\$205.77	02.01.2019	1204	603	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (12/21/18 to 01/21/19)	02/06/19	95903431	\$205.77	03.01.2019	1194	724	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (01/21/18 to 02/21/19)	03/12/19	96191799	\$205.77	03.29.2019	715	889	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (Color copies made were - 1138- 138 over) (02/21/18 to 03/21/19)	04/03/19	96493212	\$205.77	04.26.2019	7909	793	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (03/21/18 to 04/21/19)	05.13.2019	96778476	\$205.77	05.24.2019	1521	451	
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (04/21/18 to 05/21/19)	06.21.2019	723359451	\$205.97		791	1004	4 Copies over the Color Allotment (\$0.20)
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (05/21/18 to 06/21/19)	07.16.2019	723359451	\$236.18		1312	1601	601 Copies over the Color Allotment (\$30.41)
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (06/21/18 to 07/21/19)	08.15.2019	97667147	\$440.30		1202	5635	4635 Copies over the Color Allotment (\$234.53)
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (07/26/18 to 08/21/19)			\$205.77				
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (08/26/18 to 09/21/19)			\$205.77				
Xerox Multi-purpose copy machine. W7835P PRNTR 3TRAY; Serial Number: MXO-007415; 48 month lease; Monthly lease is \$205.77 (Black- 75000 copies. Color- 1000) (9/26/18 to 10/21/19)			\$205.77				
Moved \$250.00 from Preparedness Fair, 001-0430-50876-00000-000 to Line item 001-0430-50868 - Contract Services Commissioners Court, July 30, 2019. (F-11)							
5. Moved \$400.00 from 001-0430-50808-00000-000 (Fuel) to 001-0430-50868-00000-000 EM Contract Services, Commissioners Court, 08.27.19 (F)							
<b>Amount Spent</b>			\$2,940.15				
<b>Amount Remaining</b>			\$179.85		64841	37460	





**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, December 3, 2019 @ 2:00 PM**

**REGULAR AGENDA**

**Agenda Item No. 1.1**

**Consider and act upon a request to release a performance bond and accept a maintenance bond for 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.

**Agenda Item No. 1.2**

**Consider and act upon a request to accept a maintenance bond for Legacy Estates, Phase II.** 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.

**Agenda Item No. 1.3**

**Consider & act upon a final plat of Joe Wright Addition.** The property contains ± 4.00 acres of land in the Thomas Butler Survey, Abstract No. 67, located on the northwest corner at the intersection of Edmonson Road and Wright Road, Waxahachie, Road & Bridge Precinct No. 3.

**Agenda Item No. 1.4**

**Consider & act upon a final plat of Kubin Addition.** The property contains ± 1.00 acres of land in the R.B. Vest Survey, Abstract No. 1104, located on the south side of FM 1181, ± 385 feet west of Kubin Lane, Ennis, Road & Bridge Precinct No. 2.

**Agenda Item No. 1.5**

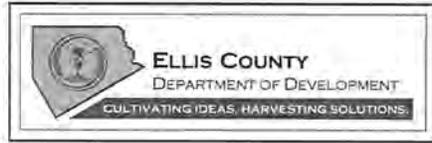
**Consider & act upon a replat of Lot 4R, Block F, Flying "W" Estates, Units IV & V.** The property contains ± 3.0523 acres of land located on the east side of Old Buena Vista Road ± 925 feet north of Alto Road, Maypearl, Road & Bridge Precinct No. 3.

**Agenda Item No. 1.6**

**Consider & act upon a replat of Springside Estates, Phase 1.** The property contains ± 88.651 acres of land located on the north side of Broadhead Road ± 650 feet west of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the city of Waxahachie, Road & Bridge Precinct No. 4.

**Agenda Item No. 1.7**

**Consider & act upon a replat of Whispering Meadows, Unit 1, Tracts 1A-1D.** The property contains a total of ± 30.562 acres of land located on Wilson Road in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road and Bridge Precinct No. 1.



**Agenda Item No. 1.8**

**Consider & act upon a request for a one-time variance from Section IV (A) (2) (i) (Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units.** The property contains ± 1.069 acres of land located at 4330 Cielo Trail Road in the Stonewood Ranch Subdivision in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.

**Agenda Item No. 1.9**

**Consider & act upon a request for a one-time variance from Section IV (A) (2) (Lots) of the Subdivision Development Standards – Road Frontage.** The property contains ± 18.915 acres of land located at 5204 E FM 875, located in the extra-territorial jurisdiction (ETJ) of Waxahachie, Ellis County Road & Bridge Precinct No. 3.



**AGENDA ITEM NO. 1.1**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Release a performance bond and accept a maintenance bond for Oxford Ranch II, Phase 2.

**LEGAL CAPTION:**

**Consider and act upon a request to release a performance bond and accept a maintenance bond for 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(S):**

Harlan Properties, Inc.



**PURPOSE:**

The applicant is requesting the County release the performance maintenance bond for Oxford Ranch II, Phase 2 subdivision and accept a two-year maintenance bond.

The Commissioners' Court approved the preliminary plat of forty (40) lots at its meeting on October 8, 2018. At that same meeting, the Court approved a performance bond for this phase in the form of a letter of credit for \$575,704. The Court recently approved the final plat at its meeting on October 22, 2019.

This item appeared at the last Court meeting; however, no action was taken due to some missing language in the letter of credit.



**ANALYSIS:**

The infrastructure was inspected and constructed in Oxford Ranch II, Phase 2 meets current County requirements.



**RECOMMENDATION:**

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

- 1) **Approve** this request to release Performance Bond No. 187248 in the amount of five hundred seventy-five thousand seven hundred and four dollars and eighty-five cents (\$575,704.85) for Oxford Ranch II Phase 2, issued by Bank of the West.
- 2) **Accept** a Maintenance Letter of Credit No. 187251 in the amount of two hundred thirty-one thousand, two hundred eighty-one dollars and ninety-four cents (\$231,281.94) for Oxford Ranch II Phase 2 subdivision, issued by Bank of the West



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

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



**ATTACHMENTS:**

1. Draft Order with final plat releasing the performance bond and accepting the maintenance bond.
2. Copy of Maintenance Letter of Credit No. 187251 for Oxford Ranch II Phase 2 Subdivision (FORTHCOMING)



**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 – DRAFT ORDER

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

On this the 3rd day of December 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 PERFORMANCE BOND NO. 187248 IN THE AMOUNT OF FIVE HUNDRED SEVENTY FIVE THOUSAND, SEVEN HUNDRED AND FOUR DOLLARS AND EIGHTY-FIVE CENTER (\$575,704.85) AND ACCEPTING THE MAINTENANCE BOND NO. 187251 IN THE AMOUNT OF TWO HUNDRED THIRTY-ONE THOUSAND, TWO HUNDRED EIGHTY-ONE DOLLARS AND NINETY-FOUR CENTS (\$231,281.94) FOR OXFORD RANCH II, PHASE 2 SUBDIVISION, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4, 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 (B) (1) (i) states, "Prior to construction and to ensure roads, streets, signs, underground utilities and required drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained within these regulations, the developer shall filed a construction bond, executed by a surety company authorized to do business within the State of Texas, or letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office";



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

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

**WHEREAS**, "Development Regulations," Section VII (B) (2) states, "The bond amount shall be equal to the one hundred (100%) of the 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.";

**WHEREAS**, "Development Regulations," Section VII (B) (3) (i) states, "The bond shall be in full force and effect until one set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the Ellis County Department of Development and approval of release by the Commissioners' Court."

**WHEREAS**, "Development Regulations," Section VII (C) (1) states, "After completion and approval by the County all required infrastructure (i.e., streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures shall be maintained by the developer for two (2) years and have an approved maintenance bond or irrevocable letter of credit.

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

**SECTION 1. RELEASE OF CONSTRUCTION BOND**

The Commissioners' Court finds that the infrastructure constructed in the Oxford Ranch II Phase 2 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 (B) (3) (i) of the adopted Development Regulations.

**SECTION 2. ACCEPTANCE OF MAINTENANCE BOND**

The Commissioners' Court accepts the maintenance letter of credit for infrastructure maintenance in the Oxford Ranch II Phase 2 Subdivision of two hundred thirty-one thousand two hundred eighty-one dollars and ninety-four cents (\$231,281.94) issued October 7, 2019.

**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



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

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

**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 3RD DAY OF DECEMBER 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 – FINAL PLAT – 2 PAGES







**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Accept a maintenance bond for Legacy Estates, Phase II

**LEGAL CAPTION:**

**Consider and act upon a request to accept a maintenance bond for Legacy Estates, Phase II.** 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(S):**

JH Development



**PURPOSE:**

The applicant is requesting the County accept a two-year maintenance bond.

The Commissioners' Court recently approved the final plat of fifty-three (53) lots at its meeting on October 22, 2019.



**ANALYSIS:**

The infrastructure was inspected and constructed in Legacy Estates, Phase II, and it meets current County requirements.



**RECOMMENDATION:**

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

- 1) **Accept** a Maintenance Bond No. PB 02484500029M in the amount of three hundred seven thousand, seven hundred fifty-eight dollars and sixty-eight cents (\$307,758.68) for Legacy Estates Phase II, issued by Philadelphia Indemnity Insurance Company on November 19, 2019.

**ATTACHMENTS:**

1. Copy of Maintenance Bond No. PB 02484500029M for Legacy Estates Phase 2 Subdivision.
2. Draft Order with final plat accepting the maintenance bond.





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

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



**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 MAINTENANCE BOND

Bond No.: PB02484500029M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JHDMC, LLC as Principal(s), and the Philadelphia Indemnity Insurance Company, a corporation existing under the laws of the State of Pennsylvania and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Three Hundred Seven Thousand Seven Hundred Fifty Eight and 10/100 Dollars (USD) (\$ 307,758.68), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on the this 19th day of June, 20 18 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, Legacy Estates Phase 2, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from November 19, 2019 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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

JHDMC, LLC  
PRINCIPAL(S)  
X: [Signature]  
Chip G. Empeh  
PRINTED NAME  
CEO  
TITLE

Philadelphia Indemnity Insurance Company  
SURETY  
X: [Signature]  
Kari Fumerola  
PRINTED NAME  
Attorney-in-Fact  
TITLE



ATTACHMENT NO. 2 – DRAFT ORDER

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

On this the 3rd day of December 2019, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

**COUNTY JUDGE:**

- Judge Todd Little

**COMMISSIONERS:**

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

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ACCEPTING THE MAINTENANCE BOND NO. PB 02484500029M IN THE AMOUNT OF THREE HUNDRED SEVEN THOUSAND, SEVEN HUNDRED FIFTY EIGHT DOLLARS, AND SIXTY-EIGHT CENTS (\$307,758.68) FOR LEGACY ESTATES PHASE 2 SUBDIVISION, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT NO. 4, 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 (B) (1) (i) states, "Prior to construction and to ensure roads, streets, signs, underground utilities and required drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained within these regulations, the developer shall file a bond, executed by a surety company authorized to do business within the State of Texas, or letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office";



**WHEREAS**, "Development Regulations," Section VII (C) (1) states, "After completion and approval by the County all required infrastructure (i.e. streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures shall be maintained by the developer for two (2) years and have an approved maintenance bond or irrevocable letter of credit.

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

**SECTION 1. ACCEPTANCE OF MAINTENANCE BOND**

The Commissioners' Court accepts the maintenance letter of credit for infrastructure maintenance in Legacy Estates Phase 2 Subdivision in the amount of three hundred seven thousand, seven hundred fifty-eight dollars and sixty-eight cents (\$307,758.68) issued November 19, 2019.

**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 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 3RD DAY OF DECEMBER 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:**

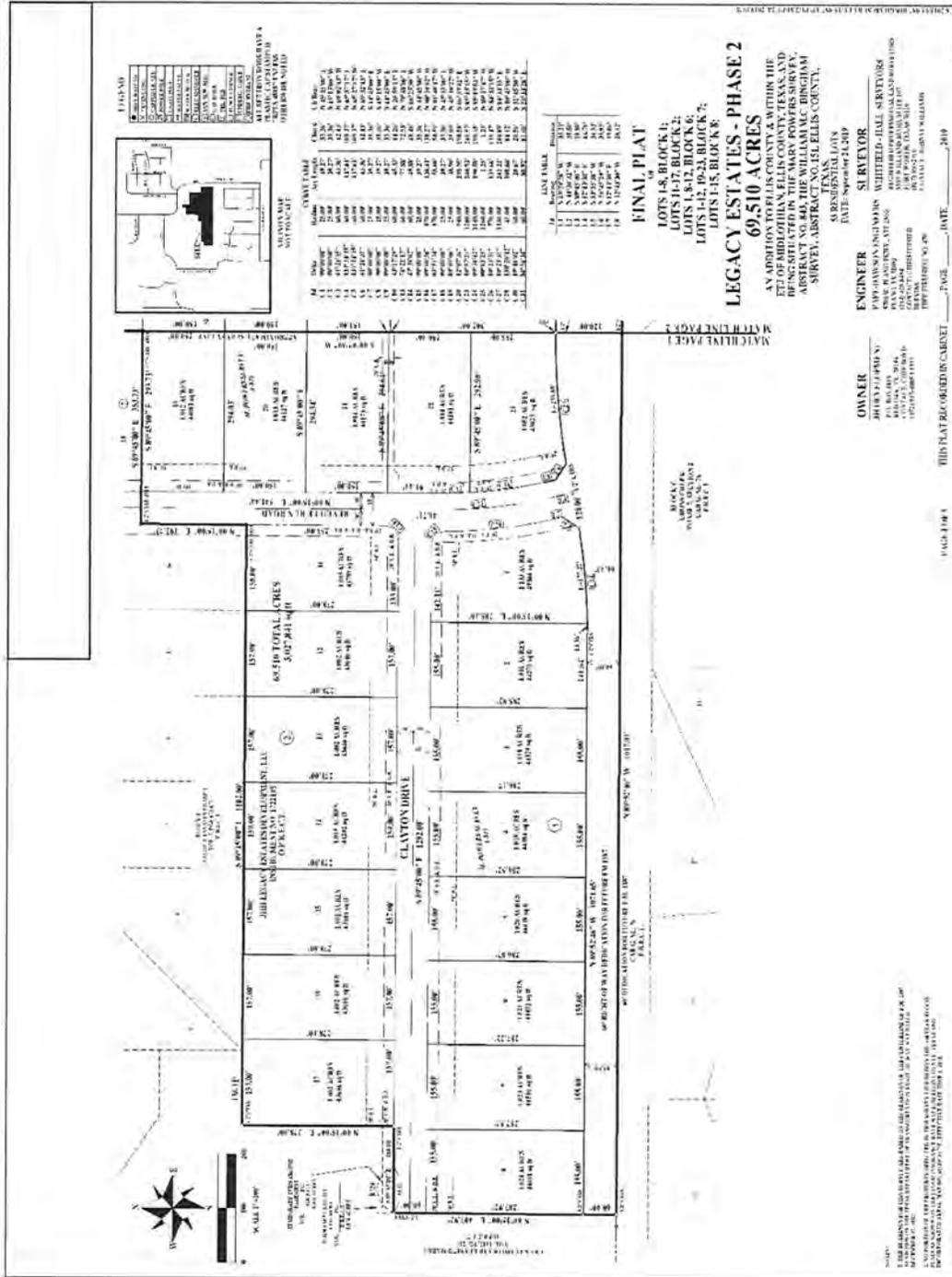
\_\_\_\_\_  
Krystal Valdez, County Clerk



**DEPARTMENT OF DEVELOPMENT**  
Ellis County

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

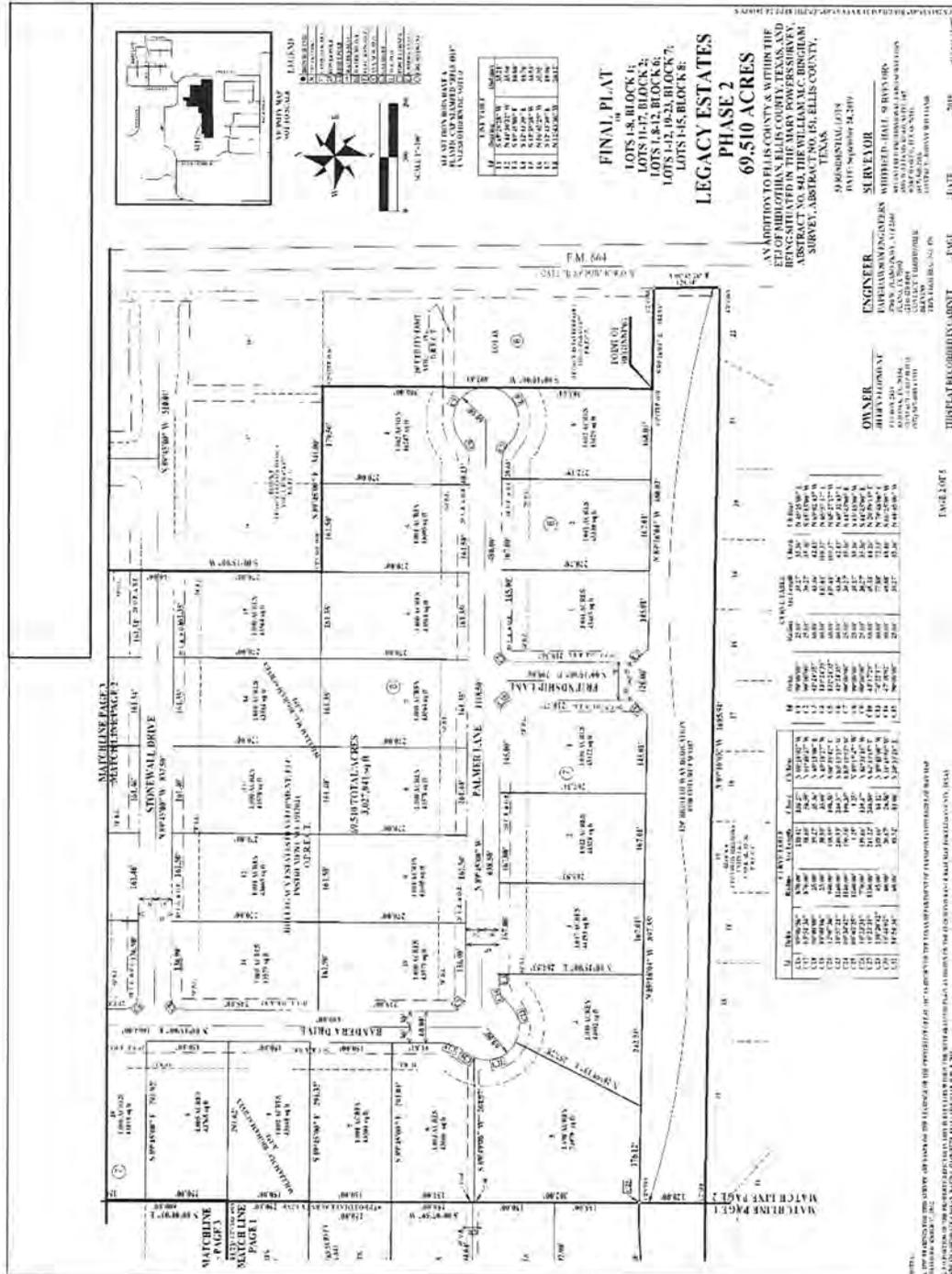
**EXHIBIT A – FINAL PLAT - 3 PAGES**





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

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







**AGENDA ITEM NO. 1.3**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Final Plat – Joe Wright Addition  
Parcel ID – 180009 / 217079

**LEGAL CAPTION:**

**Consider & act upon a final plat of Joe Wright Addition.** The property contains ± 4.00 acres of land in the Thomas Butler Survey, Abstract No. 67, located on the northwest corner at the intersection of Edmonson Road and Wright Road, Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT:**

Joe Wright



**PURPOSE:**

The applicant is requesting to plat two (2) lots for residential use. There is an existing structure on Lot 1.



**HISTORY:**

No other subdivision of property exists on this site.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

There are no thoroughfares contained within this plat based on the previously-adopted 2007 Thoroughfare Plan or the just-approved 2019 Thoroughfare Plan.

**Water Provider:**

Nash Forrester Water Supply can supply domestic service to these lots as required per TCEQ guidelines.



**ANALYSIS:**

Upon review of the plat, Joe Wright Addition meets the County's subdivision regulation guidelines.



**ATTACHMENTS:**

1. Location Map
2. Plat



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

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



**RECOMMENDATION:**

Staff recommends **approval** of this plat application, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



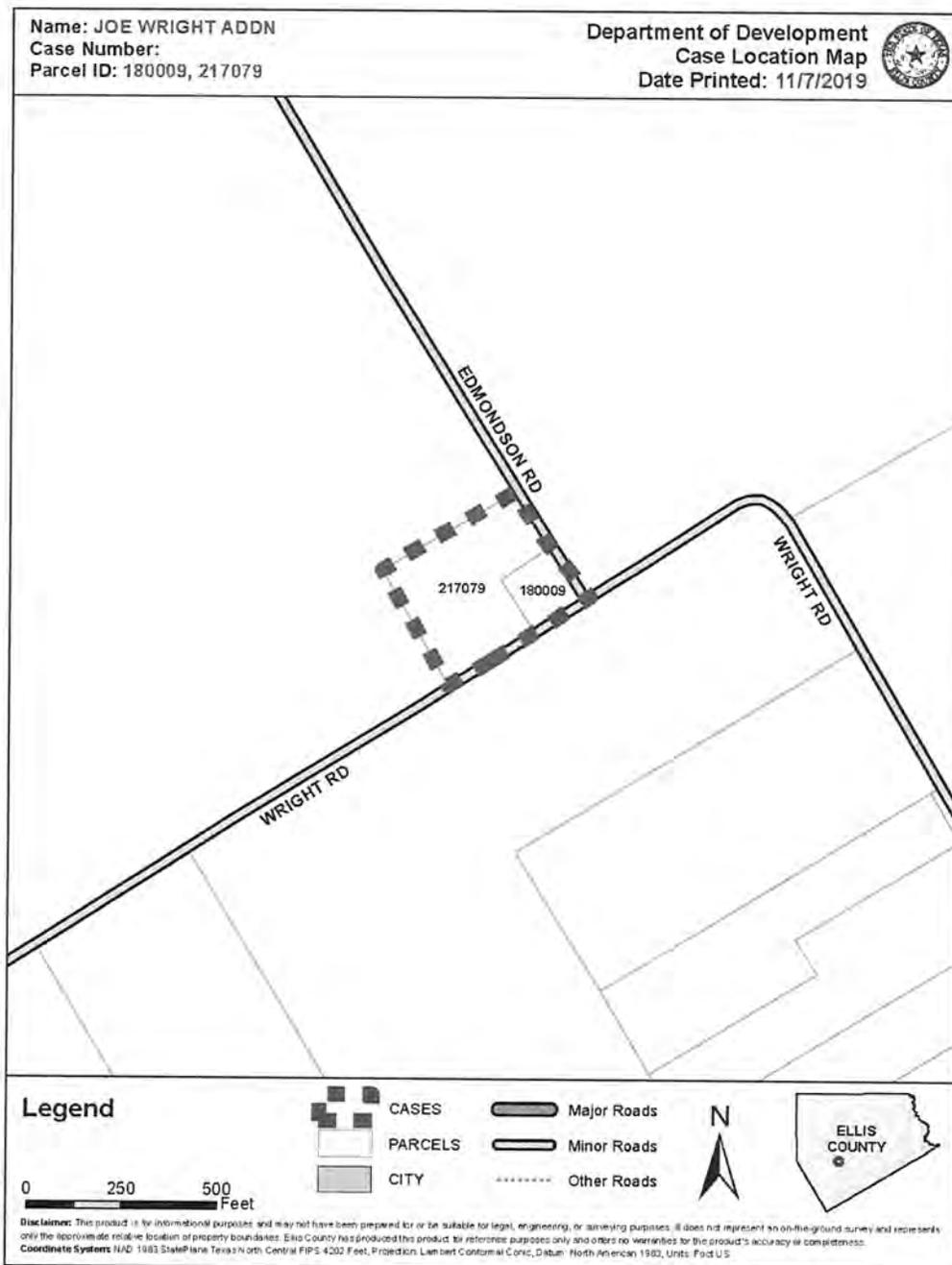
**APPROVED AND PRESENTED BY:**

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





**ATTACHMENT NO. 1 – LOCATION MAP**



06 879562 02 265072 Author: rebecca charles - 015@co.ellis.tx.us Date Printed: 11/7/2019 © GIS Maps/Templates/Ellis County Layout/11 0 00 0 00 Case Location.mxd





**AGENDA ITEM NO. 1.4**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Final Plat – Kubin Addition  
Parcel ID – 191788

**LEGAL CAPTION:**

**Consider & act upon a final plat of Kubin Addition.** The property contains ± 1.00 acres of land in the R.B. Vest Survey, Abstract No. 1104, located on the south side of FM 1181, ± 385 feet west of Kubin Lane, Ennis, Road & Bridge Precinct No. 2.



**APPLICANT:**

Barbara Macalik & Judy Taylor



**PURPOSE:**

The applicant is requesting to plat one (1) lots for a residential resale. There is an existing structure on Lot 1.



**HISTORY:**

No other subdivision of property exists on this site.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

FM 1181 was originally classified as a principle arterial requiring a total right-of-way dedication of 120 feet in the 2007 Thoroughfare Plan. However, in the 2019 Plan, it was downgraded to a minor arterial requiring a minimum dedication of 80 feet. No right-of-way dedication is required as this road already has the minimum right-of-way of 80 feet..

**Water Provider:**

Rice Water Supply currently supplies domestic service to this lot as required per TCEQ guidelines.



**ANALYSIS:**

Upon review of the plat, Kubin Addition meets the County's subdivision regulation guidelines.



**ATTACHMENTS:**

1. Location Map
2. Plat



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

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



**RECOMMENDATION:**

Staff recommends **approval** of this plat application, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

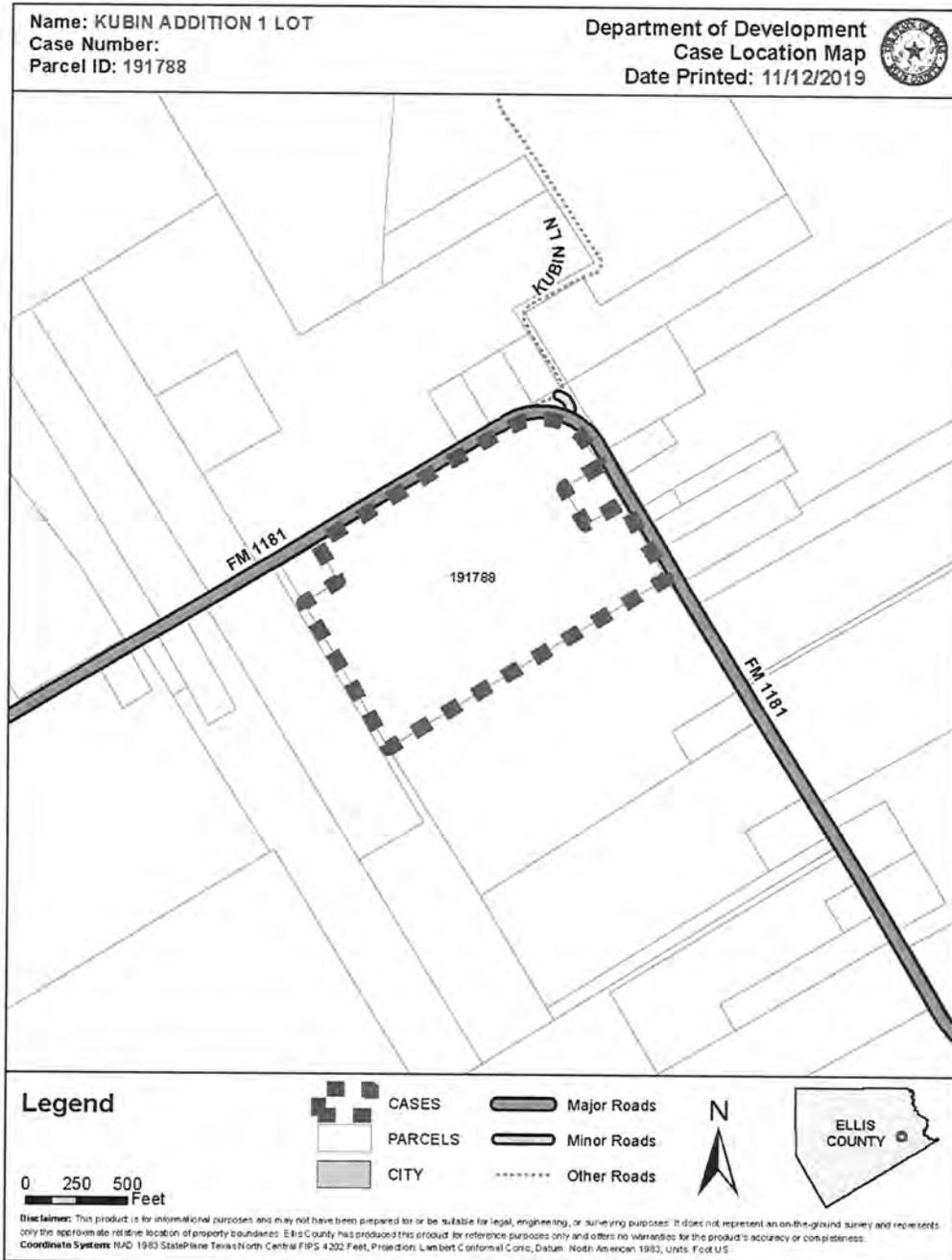


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – LOCATION MAP**



-98.584528 32.344171 Author: rrecoch/charte GIS: @co.ellis.tx.us Date Printed: 11/12/2019 Q:\GIS\Map\Templates\Ellis County Layouts\11\_DOD\000\_Case Location.mxd





**AGENDA ITEM NO. 1.5**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Replat – Flying W Estates Lot 4R RP  
Parcel ID –240552

**LEGAL CAPTION:**

Consider & act upon a replat of Lot 4R, Block F, Flying “W” Estates, Units IV & V. The property contains ± 3.0523 acres of land located on the east side of Old Buena Vista Road ± 925 feet north of Alto Road, Maypearl, Road & Bridge Precinct No. 3.



**APPLICANT:**

Brian Summers



**PURPOSE:**

The applicant is requesting to replat Lot 4 to include the purchase of 0.3443 additional acres of land and make it a part of the existing lot. During construction, the applicant accidentally built the existing structure over the property line. The goal of this replat is to ensure the structure is entirely within one lot.



**HISTORY:**

The Commissioners’ Court approved Flying W Estates Units IV & V at its meeting on January 12, 2007.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Old Buena Vista Road is classified as an existing minor-arterial road based on the previously-adopted 2007 Thoroughfare Plan and the recently-approved 2019 Thoroughfare Plan. An additional 10 feet of right-of-way has been dedicated per this plat, satisfying the Thoroughfare Plan requirements.

**Water Provider:**

Buena Vista Bethel Special Utility District can provide domestic service to this lot as required per TCEQ guidelines via a 6-inch line along Old Buena Vista Road.

**Public Notice Requirements:**

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 October 30, 2019 and the Waxahachie Daily Light three (3) times on November 3, November 6, and November 17, 2019. Staff mailed six (6) certified letters to surrounding property owners on November 1, 2019. To



date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.



**ANALYSIS:**

Upon review of the replat, Flying "W" Estates Lot 4R, Block F, Units IV & V, meets the County's subdivision regulation guidelines.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

Staff recommends **approval** of this plat application, 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







**AGENDA ITEM NO. 1.6**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Replat – Springside Estates, Phase I  
Parcel ID –138304, 138712, 138303 and others

**LEGAL CAPTION:**

**Consider & act upon a replat of Springside Estates, Phase 1.** The property contains ± 88.651 acres of land located on the north side of Broadhead Road ± 650 feet west of Gibson Road, in the extraterritorial jurisdiction (ETJ) of the city of Waxahachie, Road & Bridge Precinct No. 4.



**APPLICANT:**

Saratoga, LLC



**PURPOSE:**

The applicant is requesting to replat Springside Estates, Phase I to adjust easement lines from one side of the street to the other across the entire subdivision for recently-installed water utility lines.



**HISTORY:**

The Commissioners' Court approved the Springside Estates, Phase I Final Plat on September 11, 2018. The City of Waxahachie approved this replat on November 19, 2019.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The County's adopted Master Thoroughfare Plan identifies Gibson Road as a Principal Arterial requiring a minimum right-of-way dedication of 100-130 feet. The plat shows no change from the final plat in the right-of-way dedication width of 60 feet from the center of the road to comply with the thoroughfare requirement.

**Water Provider:**

Rockett Special Utility District will provide domestic service to this lot as required per TCEQ guidelines.

**Public Notice Requirements:**

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 October 30, 2019, and the Waxahachie Daily Light three (3) times on November 3, November 6, and November 17, 2019. Staff mailed one (1) certified letter to surrounding property owners on November 1, 2019. To



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

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

date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.



**ANALYSIS:**

Upon review of the replat of Springside Estates Phase I, meets the County's subdivision regulation guidelines.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

Staff recommends **approval** of this plat application, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

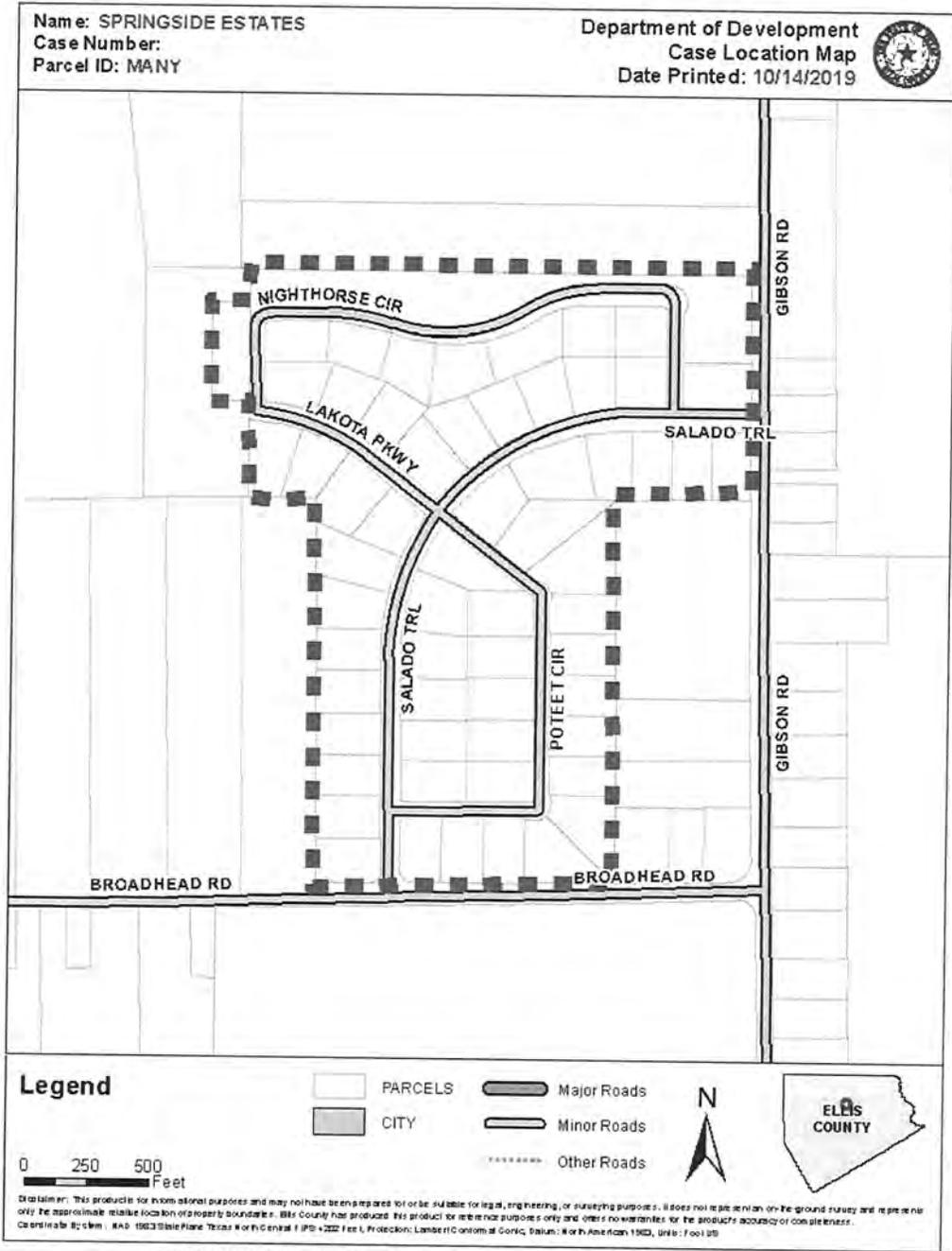


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – LOCATION MAP**



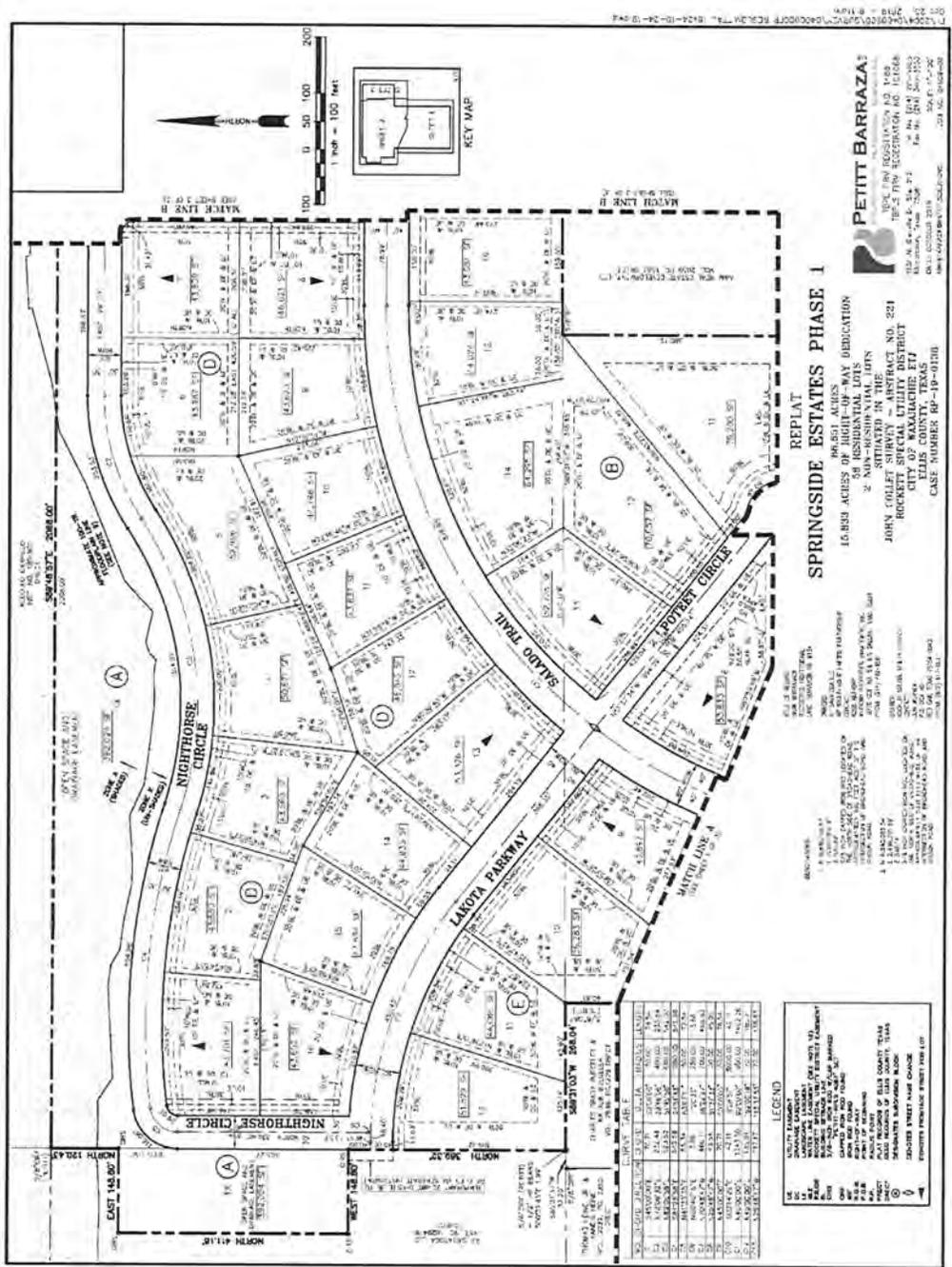
46.774528 -32.423699 Author: rthecochranes Date Printed: 10/14/2019 O:\GIS\Map\Template\Ellis County Layout\11.00.010.0.0 Case Location.mxd





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

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



**REPLAT**  
**SPRINGSIDE ESTATES PHASE I**  
 10.853 ACRES OF HIGH-UP-WAY DEDICATION  
 58 RESIDENTIAL LOTS  
 2 SITUATED IN THE  
 JOHN COLLET SURVEY - ABSTRACT NO. 321  
 ROCKWELL SPECIAL UTILITY DISTRICT  
 ELLIS COUNTY, TEXAS  
 CASE NUMBER RP-19-0138

**PETTIT BARRAZA**  
 REAL ESTATE BROKER  
 112 N. S. HWY. 44, SUITE 217  
 ROCKWELL, TEXAS 75087  
 TEL: 972-825-5200  
 FAX: 972-825-5200  
 WWW.PETTITBARRAZA.COM

**RECORDING INFORMATION**  
 DATE: 08/08/19  
 INSTRUMENT NO.: 201908080001  
 COUNTY: ELLIS  
 INSTRUMENT TYPE: REPLAT  
 INSTRUMENT VALUE: \$1,000,000.00  
 INSTRUMENT AREA: 10.853 ACRES  
 INSTRUMENT TYPE: REPLAT  
 INSTRUMENT VALUE: \$1,000,000.00  
 INSTRUMENT AREA: 10.853 ACRES

**LEGEND**

1	UTILITY EASEMENT
2	CONCRETE DRIVEWAY
3	ASPHALT DRIVEWAY
4	GRAVEL DRIVEWAY
5	GRAVEL DRIVEWAY
6	GRAVEL DRIVEWAY
7	GRAVEL DRIVEWAY
8	GRAVEL DRIVEWAY
9	GRAVEL DRIVEWAY
10	GRAVEL DRIVEWAY
11	GRAVEL DRIVEWAY
12	GRAVEL DRIVEWAY
13	GRAVEL DRIVEWAY
14	GRAVEL DRIVEWAY
15	GRAVEL DRIVEWAY
16	GRAVEL DRIVEWAY
17	GRAVEL DRIVEWAY
18	GRAVEL DRIVEWAY
19	GRAVEL DRIVEWAY
20	GRAVEL DRIVEWAY
21	GRAVEL DRIVEWAY
22	GRAVEL DRIVEWAY
23	GRAVEL DRIVEWAY
24	GRAVEL DRIVEWAY
25	GRAVEL DRIVEWAY
26	GRAVEL DRIVEWAY
27	GRAVEL DRIVEWAY
28	GRAVEL DRIVEWAY
29	GRAVEL DRIVEWAY
30	GRAVEL DRIVEWAY
31	GRAVEL DRIVEWAY
32	GRAVEL DRIVEWAY
33	GRAVEL DRIVEWAY
34	GRAVEL DRIVEWAY
35	GRAVEL DRIVEWAY
36	GRAVEL DRIVEWAY
37	GRAVEL DRIVEWAY
38	GRAVEL DRIVEWAY
39	GRAVEL DRIVEWAY
40	GRAVEL DRIVEWAY
41	GRAVEL DRIVEWAY
42	GRAVEL DRIVEWAY
43	GRAVEL DRIVEWAY
44	GRAVEL DRIVEWAY
45	GRAVEL DRIVEWAY
46	GRAVEL DRIVEWAY
47	GRAVEL DRIVEWAY
48	GRAVEL DRIVEWAY
49	GRAVEL DRIVEWAY
50	GRAVEL DRIVEWAY
51	GRAVEL DRIVEWAY
52	GRAVEL DRIVEWAY
53	GRAVEL DRIVEWAY
54	GRAVEL DRIVEWAY
55	GRAVEL DRIVEWAY
56	GRAVEL DRIVEWAY
57	GRAVEL DRIVEWAY
58	GRAVEL DRIVEWAY
59	GRAVEL DRIVEWAY
60	GRAVEL DRIVEWAY
61	GRAVEL DRIVEWAY
62	GRAVEL DRIVEWAY
63	GRAVEL DRIVEWAY
64	GRAVEL DRIVEWAY
65	GRAVEL DRIVEWAY
66	GRAVEL DRIVEWAY
67	GRAVEL DRIVEWAY
68	GRAVEL DRIVEWAY
69	GRAVEL DRIVEWAY
70	GRAVEL DRIVEWAY
71	GRAVEL DRIVEWAY
72	GRAVEL DRIVEWAY
73	GRAVEL DRIVEWAY
74	GRAVEL DRIVEWAY
75	GRAVEL DRIVEWAY
76	GRAVEL DRIVEWAY
77	GRAVEL DRIVEWAY
78	GRAVEL DRIVEWAY
79	GRAVEL DRIVEWAY
80	GRAVEL DRIVEWAY
81	GRAVEL DRIVEWAY
82	GRAVEL DRIVEWAY
83	GRAVEL DRIVEWAY
84	GRAVEL DRIVEWAY
85	GRAVEL DRIVEWAY
86	GRAVEL DRIVEWAY
87	GRAVEL DRIVEWAY
88	GRAVEL DRIVEWAY
89	GRAVEL DRIVEWAY
90	GRAVEL DRIVEWAY
91	GRAVEL DRIVEWAY
92	GRAVEL DRIVEWAY
93	GRAVEL DRIVEWAY
94	GRAVEL DRIVEWAY
95	GRAVEL DRIVEWAY
96	GRAVEL DRIVEWAY
97	GRAVEL DRIVEWAY
98	GRAVEL DRIVEWAY
99	GRAVEL DRIVEWAY
100	GRAVEL DRIVEWAY





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

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



**AGENDA ITEM NO. 1.7**  
Ellis County Commissioners' Court  
December 3, 2019



**SHORT TITLE:**

Replat – Whispering Meadows, Unit 1, Tracts 1A-1D  
Parcel ID –199206

**LEGAL CAPTION:**

**Consider & act upon a replat of Whispering Meadows, Unit 1, Tracts 1A-1D.** The property contains a total of ± 30.562 acres of land located on Wilson Road in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road and Bridge Precinct No. 1.



**APPLICANT:**

Araceli Aguirre



**PURPOSE:**

The applicant is requesting to replat Whispering Meadows, Unit 1, to create three (3) additional lots of record for residential use by family members. This replat has a total of four (4) lots.



**HISTORY:**

The Commissioners' Court approved a lot depth variance prior to this replat application on July 22, 2019, via Minute Order No. 307.19.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

There are no thoroughfare requirements per the County's adopted 2019 Master Thoroughfare Plan.

**Water Provider:**

Rockett Special Utility District will provide domestic service to these lots as required per TCEQ guidelines.

**Public Notice Requirements:**

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 October 30, 2019 and the Waxahachie Daily Light three (3) times on November 3, November 6, and November 17, 2019. Staff mailed ten (10) certified letters to surrounding property owners on November 1, 2019. To date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.



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

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



**ANALYSIS:**

Upon review of the replat of Whispering Meadows Unit 1, Tracts 1A-1D, meets the County's subdivision regulation guidelines.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

Staff recommends **approval** of this replat application, as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

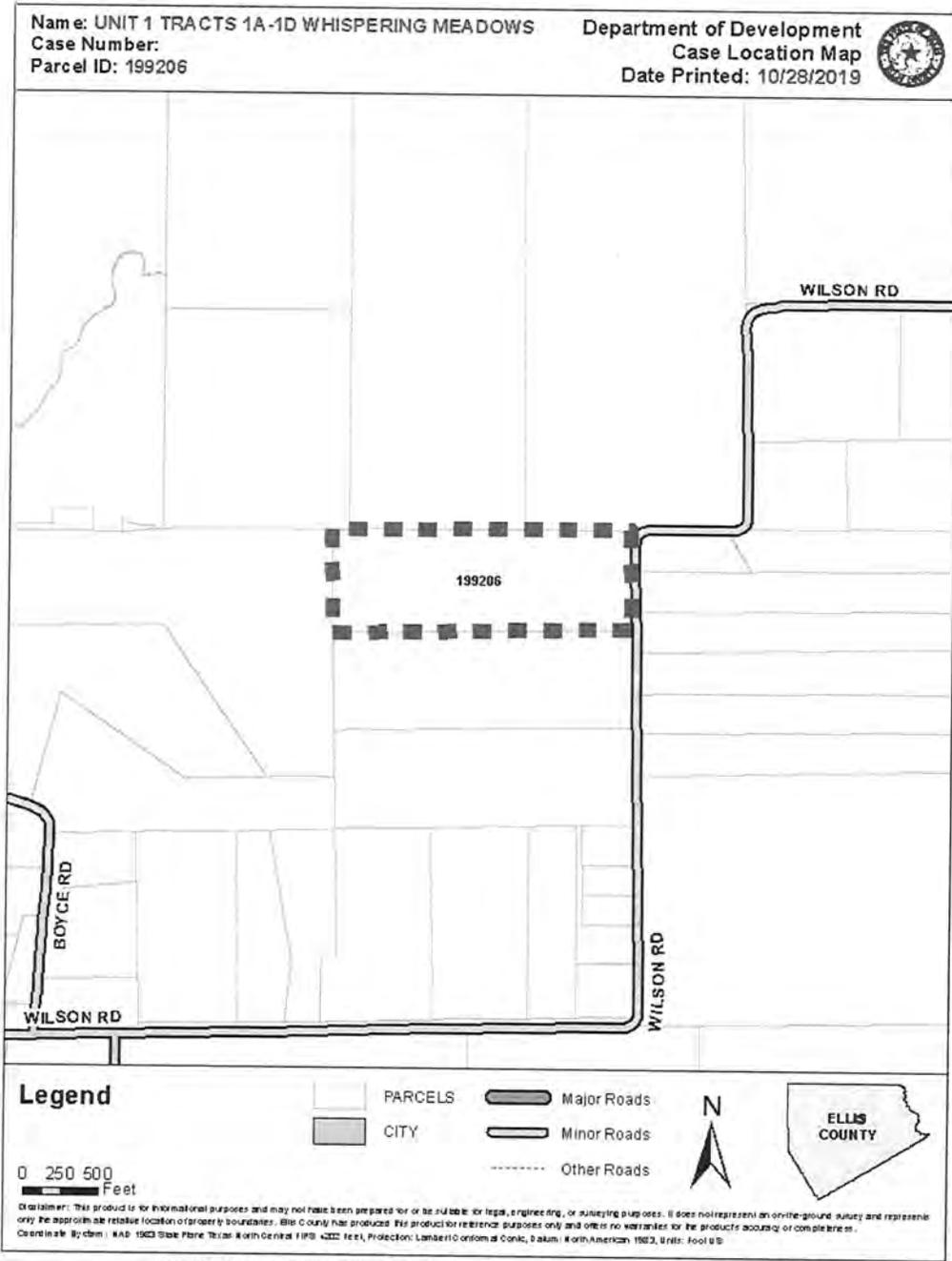


**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – LOCATION MAP



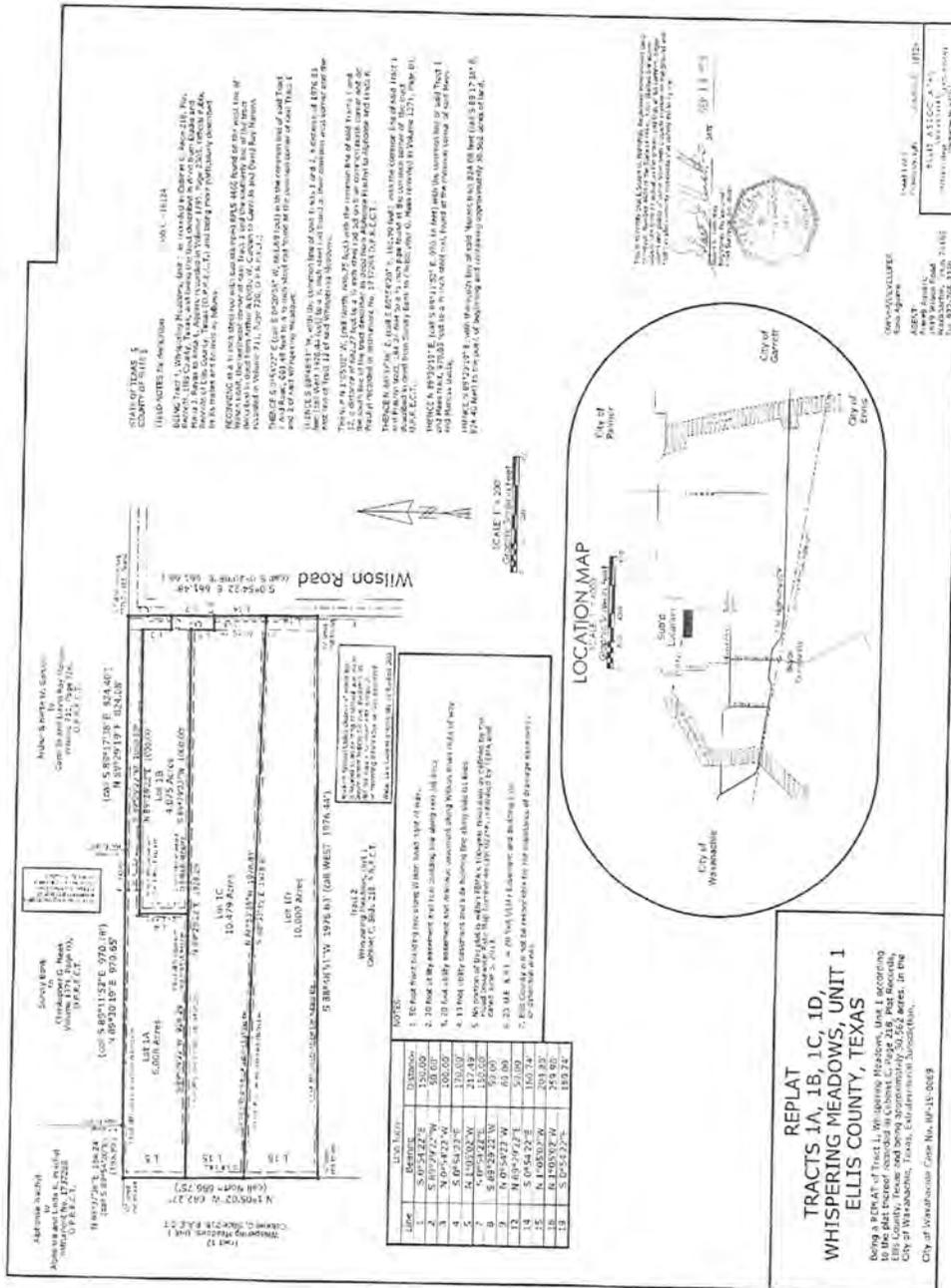
467.X0295 32.26+305 Author: rrebeccacharter O:\EQ\co.ellis.tx.us Date Printed: 10/28/2019 O:\NO\2019\April\10191019\Ellis County Layout\1113070209 Case Location.mxd



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

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

**ATTACHMENT NO. 2 – REPLAT (2 PAGES)**





**AGENDA ITEM 1.8**

Ellis County Commissioners Court  
December 3, 2019



**SHORT TITLE:**

Variance for the number of habitable structures per lot for 4330 Cielo Trail  
Parcel ID - 233414

**LEGAL CAPTION:**

**Consider & act upon a request for a one-time variance from Section IV (A) (2) (i) (Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units.** The property contains ± 1.069 acres of land located at 4330 Cielo Trail Road in the Stonewood Ranch Subdivision in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

DAC Construction on behalf of Matthew and Melanie Proffitt



**PURPOSE & HISTORY:**

The applicant is seeking a variance to allow one (1) additional dwelling unit on the property. The applicant hired DAC Construction to build a three (3) car garage. DoD granted a permit based on the drawings that the structure would only be a garage with storage; however, staff recently discovered a mother-in-law style suite addition in place above the garage that was never permitted. The applicant has stated this suite would only be used sparingly by visiting family. Based on the current regulation, the maximum number of units allowed for this property is one.

In addition to the unpermitted use of the residential suite and this variance request, staff is concerned that the current septic system does not have the capacity for an additional residential structure.



**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 twelve (12) notices via regular mail on November 20, 2019 to satisfy this requirement.*

#### **ANALYSIS:**

Staff has spoken with neighbors within this subdivision regarding this variance request. To date, DoD has received one email in support of the request (4310 Cielo Trail), and one email in opposition of (4331 Stonewood Circle.) Given the misinformation presented to staff, and the outstanding questions related to the capacity of the existing septic system, staff cannot support this variance request.

#### **ATTACHMENTS:**

1. Applicant's Request
2. Neighbor's Letters
3. Draft Order
4. Location Map

#### **RECOMMENDATION:**

Staff recommends **denial** of this variance request and require the owner to remove the additional residential unit immediately.

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

1. Submittal, review, and approval of an updated on-site sewage facility (OSSF) design & installation upon meeting the minimum standards outlined in the Ellis County Septic Order or the Texas Council of Environmental Quality (TCEQ), whoever has ultimate jurisdiction.



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

: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)

: 972-825-5200

: [co.ellis.tx.us/dod](http://co.ellis.tx.us/dod)



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

A handwritten signature in black ink, appearing to read "Alberto Mares".

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



ATTACHMENT NO.1 – Applicant's Letter of Request

To: Ellis County Clerk of Court

Re: Request for Variance

To Whom it May Concern:

I hired Danny Christensen of DAC Construction early this year to construct a detached garage with sleeping, bathroom, laundry and cooking facilities above.

I provided plans for what I wanted done and construction began shortly thereafter.

Throughout the planning, design and discussion of building process, there was never any mention of a limit to one habitable structure per acre.

I proposed this project to other local contractors and none of them gave any indication of the one habitable structure per acre limitation and none of them said it couldn't be done or that there would be any issues with getting this project completed. They simply gave me a price based on the plans submitted.

I decided to hire the contractor with the best bid, experience and reputation.

I apologize for the late notice concerning this issue, and my unawareness of a potential issue.

The intended use of the accessory building is to provide a place for family members to stay during occasional visits (2-4 times a year or about every quarter or season) and maintain their own privacy while providing for ours as well as provide for a garage/extra storage space.

The building will not be used as a rental unit or anyone's permanent residence.

Regards,

Matthew R. Proffitt

4330 Cielo Trl

Midlothian, TX 76065

469-285-0988



DEPARTMENT OF DEVELOPMENT  
Ellis County

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

ATTACHMENT NO.2 – Neighbor's Letters (2)

Fw: Subject: 4330 Cielo Trl Variance Request



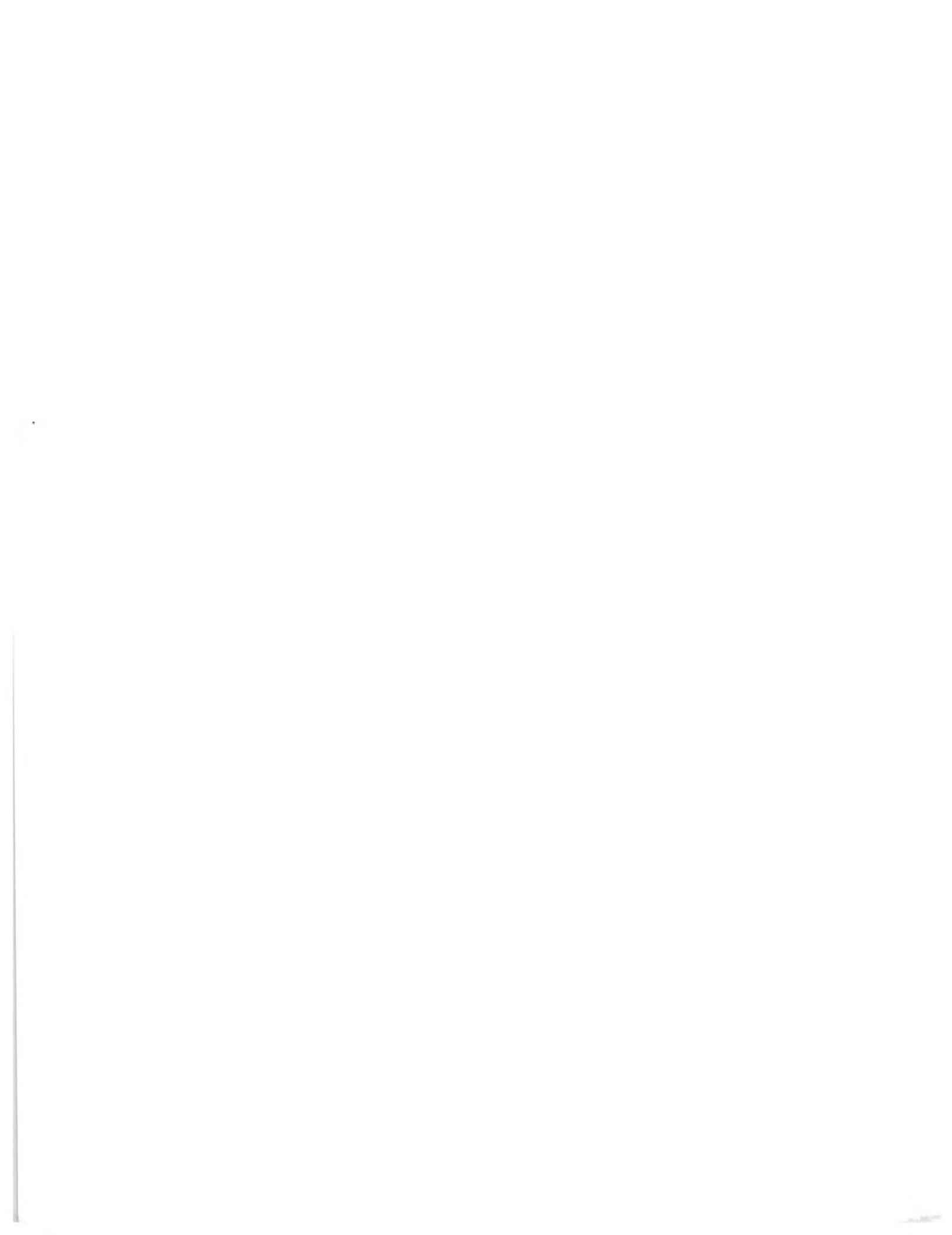
STACY GARDNER <gardner4331@sbcglobal.net>  
To: Alberto.mares@co.ellis.tx.us; STACY GARDNER

Mon 11/25/2019 8:01 PM

Mr. Mares, I oppose this request as a member of the Stonewood Ranch community. I was the 3rd person to build in this neighborhood 14 years ago and want to maintain the integrity of our community.

Please reach out if I can assist in any way.

Sincerely,  
Stacy Gardner  
4331 Stonewood Circle  
Midlothian, TX 76065  
203-530-9111





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

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

**From:** [Crimilda Aguilar](#)  
**To:** [Sara Garcia](#)  
**Subject:** FW: Variance request for 4330 Cielo Trail  
**Date:** Tuesday, November 26, 2019 6:53:46 AM

---

-----Original Message-----

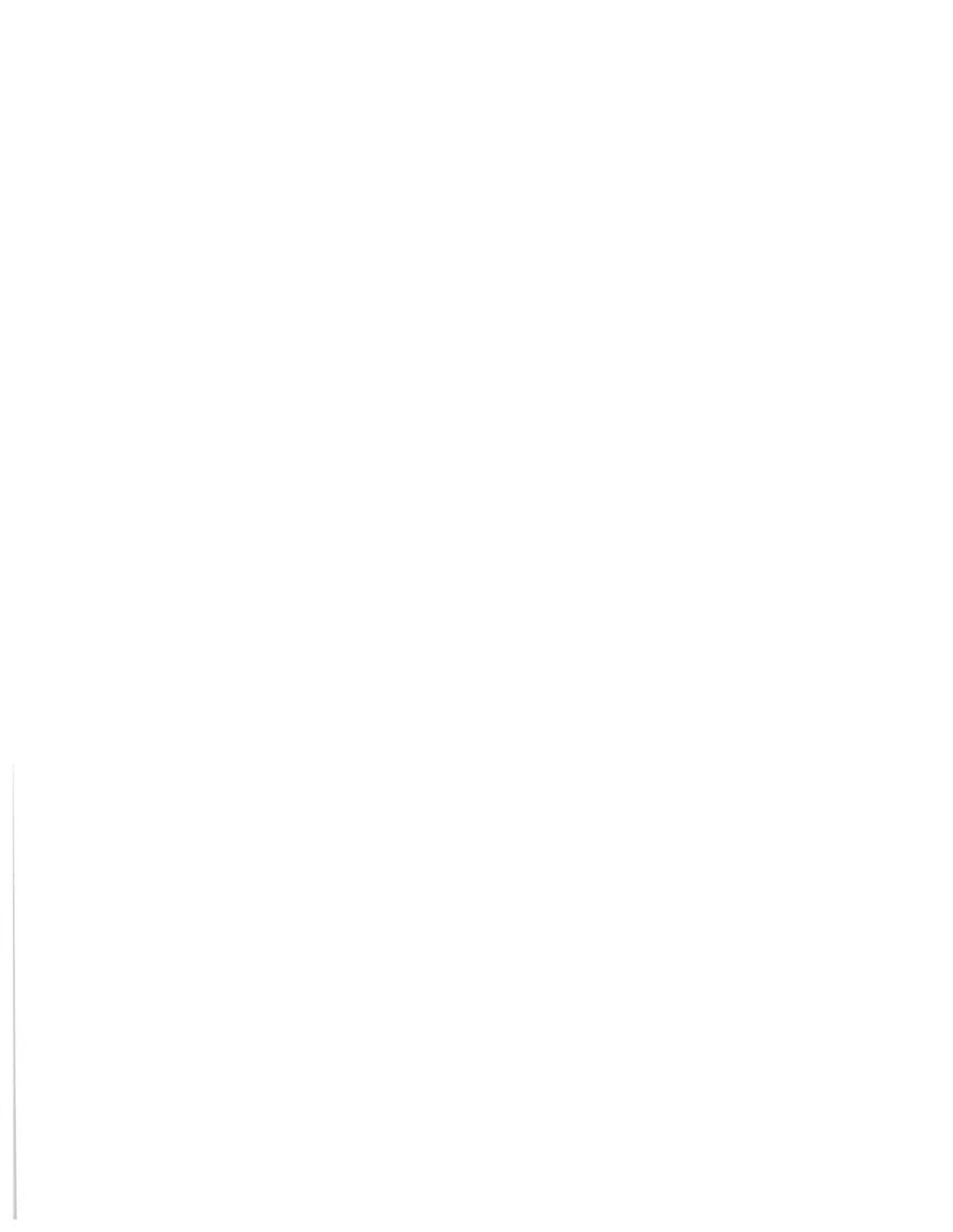
From: McKinney Boyd <[mckinneyboyd@sbcglobal.net](mailto:mckinneyboyd@sbcglobal.net)>  
Sent: Friday, November 22, 2019 2:35 PM  
To: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
Subject: Variance request for 4330 Cielo Trail

My wife (Mary) and I are not opposed to a second habitable structure built at 4330 Cielo Trail, in Midlothian, TX.

Respectfully,

McKinney Boyd  
4310 Cielo Trail  
Midlothian, TX 76065

Sent from my iPhone





**ATTACHMENT NO.3 – Draft Order**

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

On this the 3rd day of December 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 ± 1.069 ACRES OF LAND LOCATED AT 4330 CIELO TRAIL, IN THE STONEWOOD RANCH SUBDIVISION IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, 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 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. 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.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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



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

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 3<sup>RD</sup> DAY OF DECEMBER 2019.**

\_\_\_\_\_  
Todd Little, County Judge

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

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

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

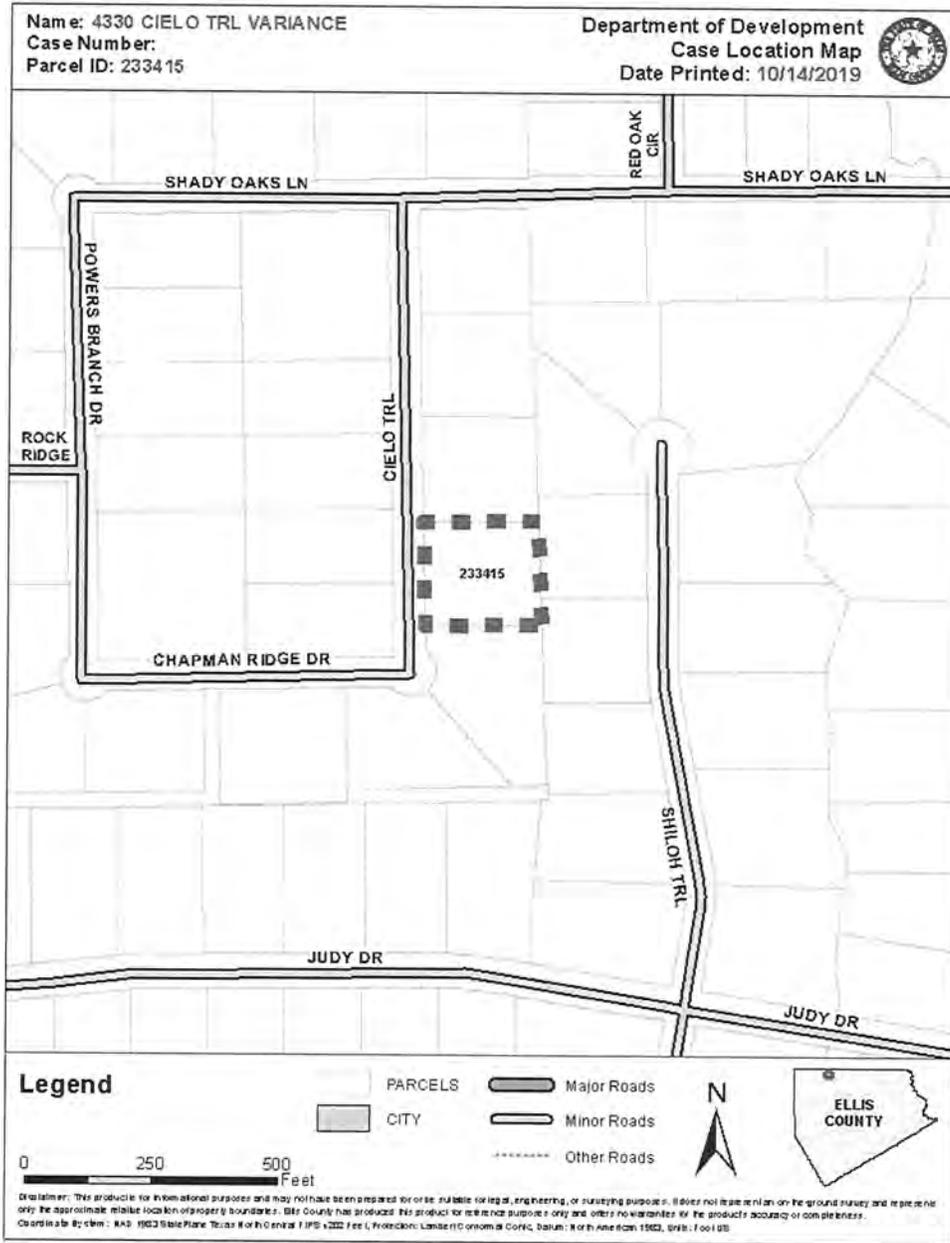
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**EXHIBIT A**  
**Location Map**





**AGENDA ITEM 1.9**  
Ellis County Commissioners Court  
December 3, 2019



**SHORT TITLE:**

Variance for road frontage for proposed Ridgway Addition;  
Parcel ID - 179527.

**LEGAL CAPTION:**

**Consider & act upon a request for a one-time variance from Section IV (A) (2) (Lots) of the Subdivision Development Standards – Road Frontage.** The property contains ± 18.915 acres of land located at 5204 E FM 875, located in the extra-territorial jurisdiction (ETJ) of Waxahachie, Ellis County Road and Bridge Precinct No. 3.



**APPLICANT(S):**

Clint and Adam Ridgway



**PURPOSE:**

The applicant is seeking a variance to allow the platting of one legal lot of record for residential building purposes by the son (Adam) that currently meets County subdivision regulations.

The residual ± 16.866 acres of land has approximately ± 133.37 feet of road frontage left over. As the residual land is more than 10 acres of land, it is exempt from platting requirements; however, the affected lender, who currently has secured collateral on the remaining property, requests that the County establish that the residual land meet current subdivision regulations.



**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 nineteen (19) notices via regular mail on November 20, 2019 to satisfy this requirement.*

**ANALYSIS:**

Staff has reviewed this case and believes it meets the criteria mentioned above and supports this variance request.

**ATTACHMENTS:**

1. Applicant's Request
2. Draft Order
3. Location Map

**RECOMMENDATIONS:**

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

1. Submit a plat application that is identical to the variance exhibit.
2. Submittal, review, and approval of an updated 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.
3. Any further subdivision of the residual ± 16.866 acres of land shall comply with the existing subdivision regulations in effect at that time of plat application.



ATTACHMENT NO.1 – 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 2<sup>nd</sup> 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 sq. ft. with 3 bedrooms and 2 to 2.5 baths, attached garage, large covered patio, 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.



ATTACHMENT NO.2 – Draft Order

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

On this the 3rd day of December 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) (II) (LOTS) OF THE SUBDIVISION DEVELOPMENT STANDARDS – ROAD FRONTAGE. THE PROPERTY CONTAINS ± 18.915 ACRES OF LAND LOCATED AT 5204 FM 875 EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1. GRANTING OF A VARIANCE.**

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



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

**SECTION 2. CONDITIONS OF APPROVAL.**

The variance for the above-described property is hereby granted a one-time variance from Section IV (A)(2)(Lots) of the Subdivision Development Standards granting more than the allowable number of dwelling units subject to the following conditions:

1. Submit a plat application that is identical to the variance exhibit.
2. Submittal, review, and approval of an updated 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.
3. Any further subdivision of the residual  $\pm$  16.866 acres of land shall comply with the existing subdivision regulations in effect at that time of plat application.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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



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

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 3<sup>RD</sup> DAY OF DECEMBER 2019.**

\_\_\_\_\_  
Todd Little, County Judge

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

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

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

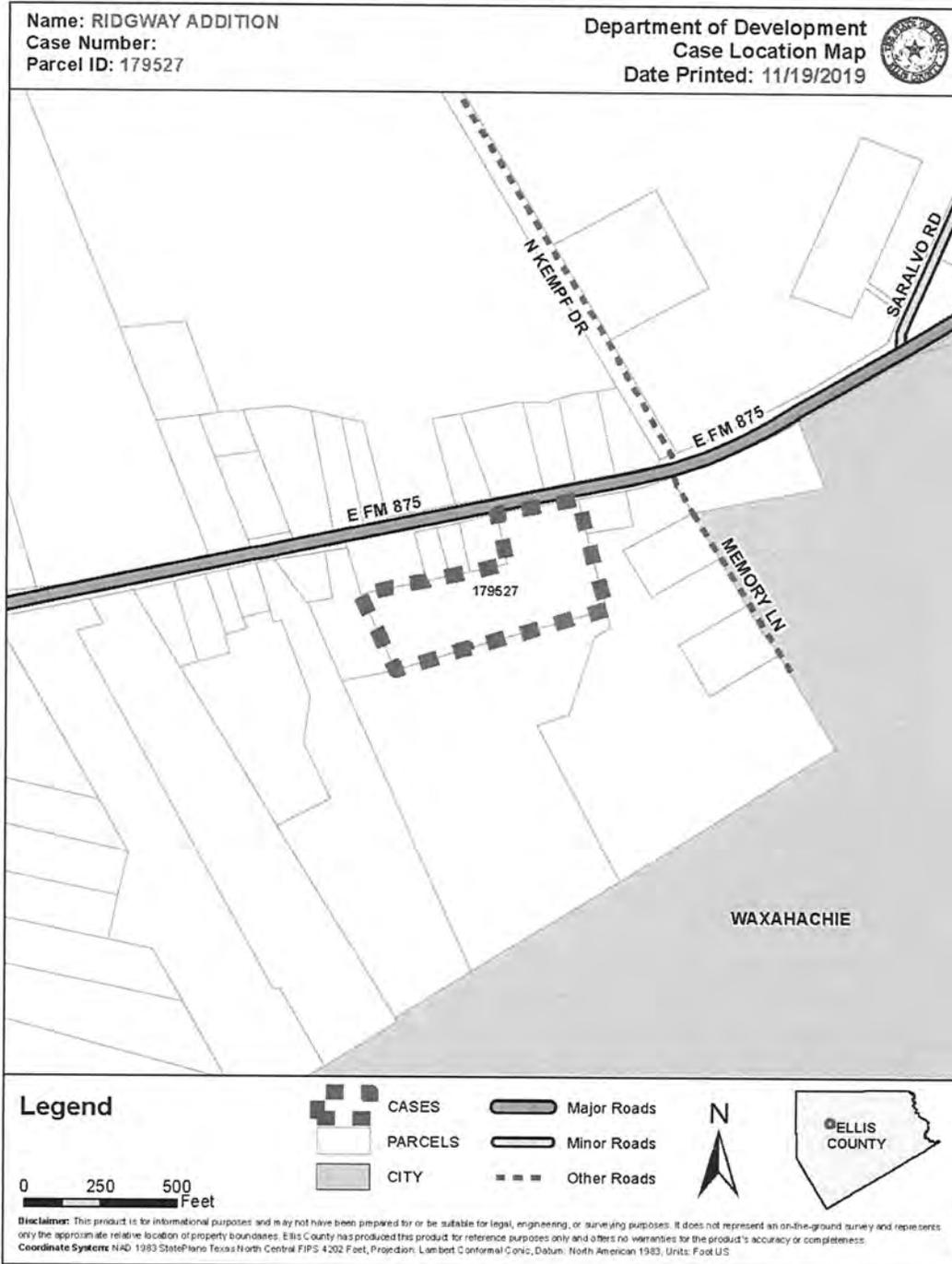
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

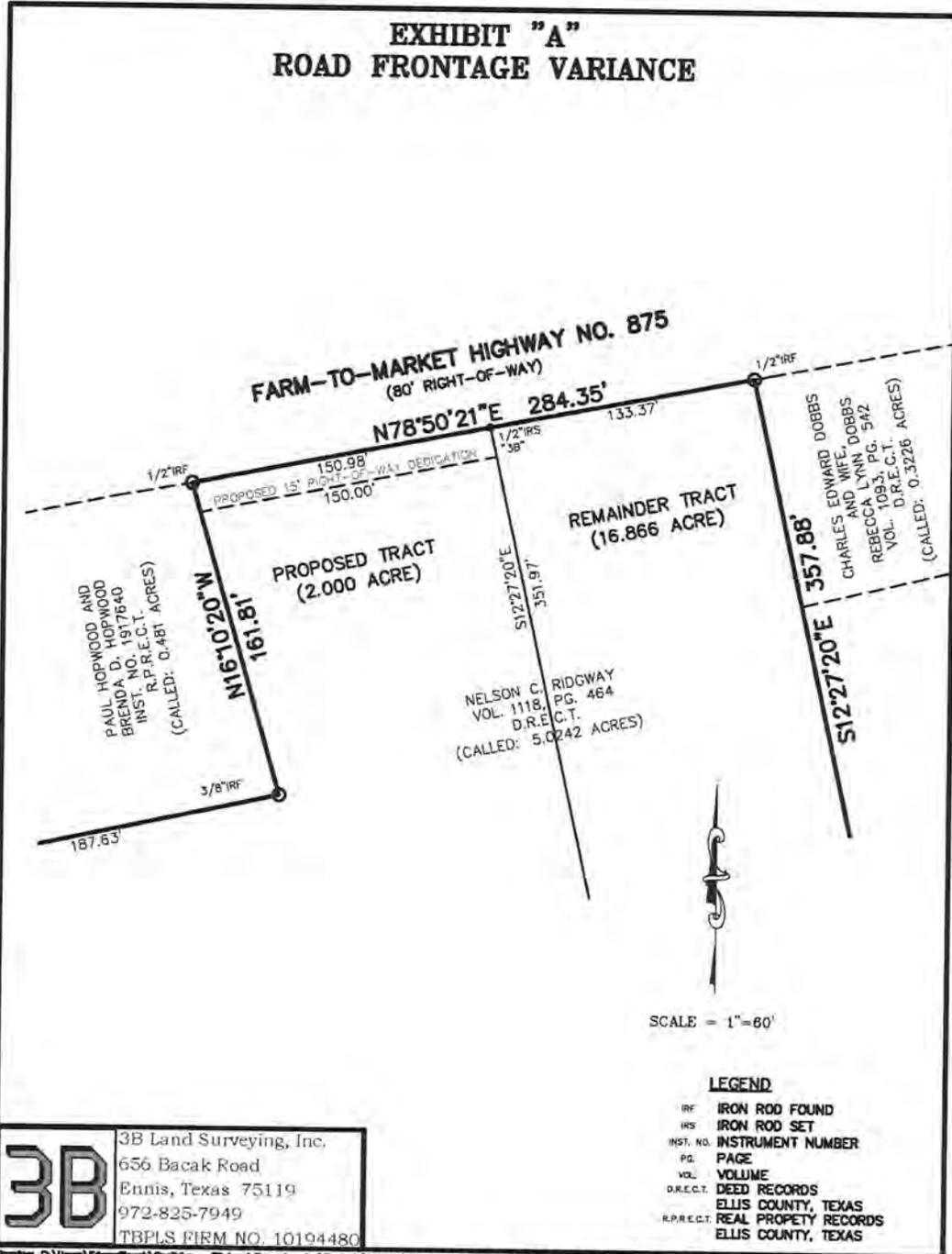
\_\_\_\_\_  
Krystal Valdez, County Clerk



**Attachment No. 3**  
**Location Map**



96.919436 32.410632 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/19/2019 G:\GIS\Map\Templates\Ellis County Layouts\11 DOD\100 Case Location.mxd





<b>BID TABULATION RFB 2019-014 WORKER'S COMPENSATION</b>	Gallagher Dallas, TX	Hibbs Hallmark Tyler, TX	Texas Association of Counties Austin, TX
Deductible	Price \$0.00	Price \$0.00	Price \$0.00
Cost of Coverage	\$259,219.00	\$259,476.00	\$258,507.00
<b>TOTAL</b>	\$259,219.00	\$259,476.00	\$258,507.00

2.3

RFSQ-2019-008

DISASTER DEBRIS REMOVAL, REDUCTION, DISPOSAL, AND OTHER EMERGENCY DEBRIS RELATED SERVICES

Opening Date: September 4, 2019 2:00 pm

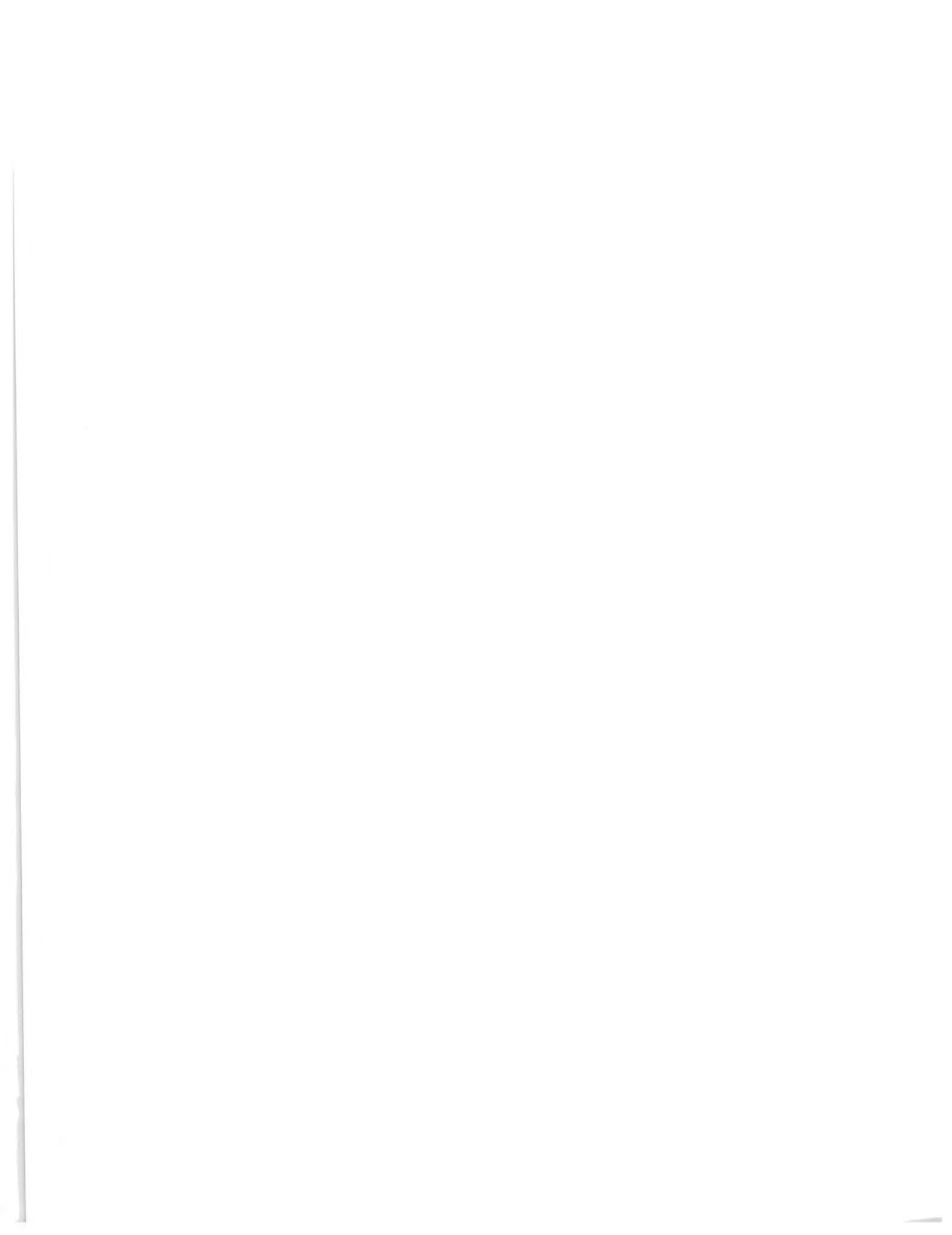
Evaluation Criteria	GRAHAM COUNTY LAND COMPANY								DRC EMERGENCY SERVICES								CROWDER G	
	TAP	E1	E2	E3	E4	Avg.	Pts		E1	E2	E3	E4	Avg.	Pts		E1	E	
1. EXPERIENCE AND PAST PERFORMANCE	20	8	6	4	6	6.00	12.00		6	7	7	8	7.00	14.00		5		
2. DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK	20	7	6	5	7	6.25	12.50		5	9	3	6	5.75	11.50		6		
3. PRICE PROPOSAL	30	6	5	5	5	5.25	15.75		5	7	5	6	5.75	17.25		5		
4. SAFETY RECORD	20	4	4	5	7	5.00	10.00		4	4	5	5	4.50	9.00		4		
5. OTHER CONTRACTUAL OBLIGATIONS	10	5	6	4	6	5.25	5.25		5	6	6	7	6.00	6.00		6		
<b>Total</b>							<b>55.50</b>							<b>57.75</b>				

Evaluation Criteria	D&J ENTERPRISES, INC.								CUSTOM TREE CARE, INC								TFR ENTERP	
	TAP	E1	E2	E3	E4	Avg.	Pts		E1	E2	E3	E4	Avg.	Pts		E1	E	
1. EXPERIENCE AND PAST PERFORMANCE	20	9	6	8	7	7.50	15.00		6	6	9	6	6.75	13.50		6		
2. DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK	20	8	7	8	7	7.50	15.00		6	6	9	7	7.00	14.00		7		
3. PRICE PROPOSAL	30	5	5	7	6	5.75	17.25		5	5	6	5	5.25	15.75		5		
4. SAFETY RECORD	20	7	7	9	6	7.25	14.50		4	5	9	8	6.50	13.00		4		
5. OTHER CONTRACTUAL OBLIGATIONS	10	5	6	7	7	6.25	6.25		5	5	8	6	6.00	6.00		6		
<b>Total</b>							<b>68.00</b>							<b>62.25</b>				

Evaluation Criteria	CERES ENVIRONMENTAL							
	TAP	E1	E2	E3	E4	Avg.	Pts	
1. EXPERIENCE AND PAST PERFORMANCE	20	6	8	8	7	7.25	14.50	
2. DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK	20	8	8	6	8	7.50	15.00	
3. PRICE PROPOSAL	30	5	7	5	5	5.50	16.50	
4. SAFETY RECORD	20	4	8	5	7	6.00	12.00	
5. OTHER CONTRACTUAL OBLIGATIONS	10	5	7	7	8	6.75	6.75	
<b>Total</b>							<b>64.75</b>	



PROPOSAL TABULATION RF9 2019-008 BAFO DISASTER DEBRIS REMOVAL			
	Cowder Gulf Theodore, AL	TFR Interprises, Inc. Leander, TX	D & J Enterprises Auburn, AL
Best And Final Offer	Price \$10,493,150.00	Price \$8,270,218.50	Price \$9,753,400.00
<b>TOTAL</b>	\$10,493,150.00	\$8,270,218.50	\$9,753,400.00



2.4



THOMSON REUTERS

Order Form

Order ID: Q-00638402

Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000282721  
ELLIS COUNTY LAW COURT  
HON JIM CHAPMAN  
109 S JACKSON ST  
WAXAHACHIE TX 75165-3745 US

Shipping Address

Account #: 1000282721  
ELLIS COUNTY LAW COURT  
HON JIM CHAPMAN  
109 S JACKSON ST  
WAXAHACHIE TX 75165-3745 US

Billing Address

Account #: 1000282721  
ELLIS COUNTY LAW COURT  
HON JIM CHAPMAN  
109 S JACKSON ST  
WAXAHACHIE, TX 75165-3745 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,179.01	36	5%

Minimum Terms

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

AUTHORIZED WEST REPRESENTATIVE

Signature: *Cheryl Horvath*  
 Printed Name: Cheryl Horvath  
 Title: 5L State Counsel  
 Date: 11/25/2019

**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: O-00638402**

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2019 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 1/17/2020



THOMSON REUTERS

# Attachment

# Order ID: Q-00638402

Contact your representative eody.miller@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000282721

**Order Confirmation Contact (#28)**

Contact Name: CARLA CATES  
Email: carla.cates@co.ellis.tx.us

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000282721	ELLIS COUNTY LAW COURT	109 S JACKSON ST WAXAHACHIE TX 75165-3745 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
6	Attorneys	42077755	Gvt - Analytical Plus for Government
6	Attorneys	42077751	Gvt - National Primary Core
6	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CARLA	KNEPPER	carla.knepper@co.ellis.tx.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex



Texas DIR Contract No. DIR-LGL- CALIR-02  
Addendum

Order Form Q-00638402

Subscriber: ELLIS COUNTY LAW COURT

Account #: 1000282721

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the West Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form/Order Notification.** This Agreement is made pursuant to Option 3 of the Texas DIR Contract No. DIR-LGL- CALIR-02 and subject to all terms and conditions therein.

Except as expressly provided herein, all other terms and conditions of the West Order Form will remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the Order Form.

West Publishing Corporation

Subscriber

Clayton W. Hebert

Signed \_\_\_\_\_

Accepted By Clayton W. Hebert

Name (print) \_\_\_\_\_

Title Sr. State Counselor

Title \_\_\_\_\_

Date 4/25/2019

Date \_\_\_\_\_

Internal Use Only | TXMS

2,5



**RB 2018-001**

**Janitorial Supplies**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates  
December 19, 2019 through December 18, 2020**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

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

**Ennis Janitorial Supply Co.**

*Mark Miller* Date 11/14/19  
Authorized Representative

\_\_\_\_\_  
Todd Little, County Judge Date \_\_\_\_\_

\_\_\_\_\_  
County Clerk, Attest Date \_\_\_\_\_



RB 2018-001

Janitorial Supplies

Will be expiring on December 18, 2019

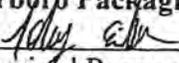
Renewal Effective Dates

December 19, 2019 through December 18, 2020

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

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

Interboro Packaging Corp.

 Date 11-15-19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest



**Bid No. 2018-005**

**Printed Forms**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates**

**December 19, 2019 through December 18, 2020**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

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

**Gingerbread Press/Stoneglass Marketing**

*[Signature]* Date 11/19/19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest



**Bid No. 2017-002**

**Convenience Store Fuel**

**Will be expiring on January 9, 2020**

**Renewal Effective Dates**

**January 10, 2020 through January 9, 2021**

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

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

**Pearman Oil & Gas, Inc.**

Patti Pearman Jenkins Date 11-14-19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest





**Bid No. 2017-001**

**Wholesale Gas & Diesel**

**Will be expiring on January 9, 2020**

**Renewal Effective Dates  
January 10, 2020 through January 9, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

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

**Avenue Fuel** *Ray Glynn Davis* Date 11.15.19  
 Authorized Representative

\_\_\_\_\_  
 Date \_\_\_\_\_  
 Todd Little, County Judge

\_\_\_\_\_  
 Date \_\_\_\_\_  
 County Clerk, Attest



**Bid No. 2018-005**

**Printed Forms**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates**

**December 19, 2019 through December 18, 2020**

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

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

College Street Printing  


Date 11-21-19

Authorized Representative

Date \_\_\_\_\_

Todd Little, County Judge

Date \_\_\_\_\_

County Clerk, Attest



**Bid No. 2013-009**

**Inmate Phone Services**

**Will be expiring on January 9, 2020**

**Renewal Effective Dates**

**January 10, 2020 through January 9, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

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

**NCIC**

Maui Mascara Date 11/22/19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest



**RFB 2019-002**

**Road Materials**

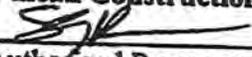
**Will be expiring on January 1, 2020**

**Renewal Effective Dates  
January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

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

**Vulcan Construction Materials LLC**

 Date 11/25/2019  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

3.2

Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201-1635

### CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	ISSUE DATE	EXPIRATION DATE
W150245208	County Fire Marshall	10,000.00	12/15/2019	12/15/2020

#### PRINCIPAL

Timothy Van Birdwell  
109 S Jackson  
  
Waxahachie, TX 75165

#### OBLIGEE

Ellis County  
109 S. Jackson Street #145  
  
Waxahachie, TX 75165

### ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 11th DAY OF September 2019

0896747  
DUB-LAFAYETTE, LLC DBA BELL-SCOTT INSI  
PO BOX 2567  
  
WAXAHACHIE, TX 75165  
972-938-8810

Old Republic Surety Company  
SURETY

By *P. Ouse Taniel*  
ATTORNEY-IN FACT





**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint  
Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows Effective Date: 12/15/2019 12:00:00 AM

Bond Number: W150245208      Bond Amount:      Ten Thousand Dollars      \$ 10,000.00  
Principal Name: Timothy Van Birdwell

Oblige Name: Ellis County of Waxahachie, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

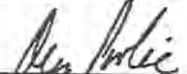
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of September, 2019.

  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of September, 2019, personally came before me, Alan Pavic

and Kevin Abitz to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires 09/28/2022

(Expiration of notary's commission does not invalidate this instrument)

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0896747



Signed and sealed at the City of Brookfield, WI this 11th day of September, 2019.

  
Assistant Secretary

**COMMUNICATIONS SITE AGREEMENT BETWEEN ELLIS COUNTY  
AND THE CITY OF WAXAHACHIE**

**WHEREAS**, this Communications Site Agreement ("Agreement") entered into and by and between the City of Waxahachie (the City) and Ellis Co. (the County) (sometimes collectively referred to as "the parties"), pursuant to the authority granted and in compliance with the provisions of TEX. GOVT CODE, Ch. 411, and TEX. GOVT CODE, Ch. 771, "The Interagency Cooperation Act." Attached to this Agreement and incorporated herein for all purposes is Exhibit "A".

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, it is mutually beneficial for the parties to enter into this agreement in order to improve interoperability between the parties and increase the functional radio system coverage area for use by the parties and their respective users.

**WHEREAS**, this Site Agreement is for antenna and/or shelter and/or antenna space, including any wires, equipment, etc. necessary to carry out The City of Waxahachie operation of equipment as listed in the attached Exhibit "A" at the Joe White Tower Site (Latitude: 32°23'35.4"N Longitude: 96°47'36.7"W), the Ellis County Sheriff's Office (300 S Jackson St, Waxahachie, TX 75165), and the Region 10 Tower Site (Latitude 32°19'19.23"N Longitude 96°33'43.15"W ) together with access thereto ("Sites"). Exhibit "A" is attached hereto and incorporated herein. The equipment will be installed and maintained by and at the expense of the City.

**NOW THEREFORE**, in consideration of the mutual promises, conditions, covenants, and considerations passing between the parties hereto, it is understood and agreed by and between the parties to this Site Agreement as follows:

**Applicability**

By this Agreement, the County hereby authorizes the City to utilize the Ellis County Tower and/or antenna space, including any wires, equipment, etc. necessary to carry out the City's operation of the radio tower ("Tower Equipment") as listed in the attached Exhibit "A" on the Site ("Site") designated in Exhibit A together with access thereto. The City's Repeater Equipment will be installed and maintained by and at the expense of the City. The location of the City's equipment on the County's properties shall be at the sole discretion of the County. At no time shall the City's equipment interfere with the County's use, operation, and maintenance of its properties and equipment.

It is expressly agreed by City that: (1) while using the Site, the City shall be responsible for proper operation and compliance with Federal Communication Commission ("FCC") rules; (2) The City hereby consents to the execution of agreements between Ellis County and other parties eligible to share the Site where by such parties may utilize and share said Site with the City; and (3) The City represents that it has independently ascertained that the Site is adequate and proper for Waxahachie intended use and has entered into this Site Agreement based solely upon said independent investigation, and not by any representation by the County. The City will not increase the size of its Tower Equipment or alter the wind load or structural impact of its equipment upon the tower without the prior written consent of the County.

This Agreement shall become effective upon authorized signature by both parties and shall remain in effect for a period of five years. This Agreement may be renewed for one (1) additional five (5) year term when agreed to in writing duly executed by the parties hereto.

In the event that any state, local or federal government agency causes the Site and/or its location to become unavailable, or the County's ground lease is terminated for any reason, the County shall have the right to either (1) terminate this Site Agreement without liability to the City, upon giving the City written notice; or (2) subject to the City approval, make another similar site and/or location available on the same terms, in which event the change of site and/or location shall not affect the obligation of the City.

Upon giving the other party 30 days written notice, either party may terminate, this Site Agreement for convenience. Such termination shall be in writing and delivered to the point-of-contact as described under the Notice section of this document.

The City shall have no right, title, or interest in the Site except the non-exclusive use thereof as expressly set forth in this Site Agreement.

### **Equipment**

#### Joe White Tower Site

The County agrees to provide the City the use of a Motorola MTR 2000 VHF Repeater for FCC Call Sign WNKN255 (Waxahachie Police Department). The County agrees to allow the City to install, at a location determined by the County, a Motorola MTR2000 VHF Repeater for FCC Call Sign WNDK703 (Waxahachie Fire Department). Additionally, the County agrees to provide the City the use of the County's Common Receive Antenna System. The County agrees to allow the City to install, at a location determined by the County, a 700 MHz TDMA Motorola GTR 8000 Expandable Site Sub-System (ESS) trunked repeaters consisting of a single rack housing six repeaters, networking equipment, cabling and radio frequency distribution sub-system (RFDS). The GTR ESS repeater equipment is for call sign WQYW906 (licensed to the City of Midlothian). The GTR ESS equipment will be used the Waxahachie Police and Fire Departments. The County agrees to allow the City to install, at a location determined by the County, transmission antennas and associated transmission lines and equipment necessary for the operation of each of the City's repeaters and GTR ESS onto the Tower Site. All of the equipment mentioned in this section shall be operated, housed, and maintained at the Tower Site, at locations determined solely by the County.

#### Ellis County Sheriff's Office (ECSO)

The County agrees to allow the City to install, at a location determined by the County, an Aviat Networks microwave radio rack. The County agrees to allow the City to install, at a location determined by the County, transmission antennas and associated transmission lines and equipment necessary for the operation of the Aviat Networks microwave radio equipment on the ECSO rooftop antenna mounting structure.

#### Region 10 Tower Site

The County agrees to allow the City to install, at a location determined by the County, an Aviat Networks microwave radio rack. The County agrees to allow the City to install, at a location determined by the County, transmission antennas and associated transmission lines and equipment necessary for the operation of the Aviat Networks microwave radio equipment on the ECSO rooftop antenna mounting structure.

#### The City of Waxahachie

The City agrees to install and maintain the above listed equipment with no cost to the County. Both Parties agree that part of the consideration of entering into this Interlocal Agreement is that the County is installing a radio system requiring the use and integration with the City equipment. The City agrees to allow usage and integration of the City

owned components into the County system for the mutual benefit of both parties. Upon integration with the County radio system by the City, shared maintenance costs will be defined and agreed upon at that time, including consideration for the City's use of the County's equipment.

### **Electricity**

The County will provide electricity at the Site for the benefit of the City until integration with the County radio system by the City, shared maintenance costs will be defined and agreed upon at that time. The City shall have the right to use the existing emergency stand-by generator(s) at the Site if available; however, the County makes no representations or warranties as to the fitness of such generator(s) for the City's requirements.

### **Permits Licenses and Regulations**

The City agrees and understands that it is the City's responsibility to abide by all federal, state, and local rules and regulations pertaining to the operation of the Site and of the City's equipment; including without limitations, those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. The City hereby represents that the City has obtained the necessary licenses and permits required to use said Site, or that the City will obtain said licenses or permits, at the City's own expense, prior to any such use. The City will provide the County with a copy of all required licenses. The County will provide the City a copy of the Antenna Structure Registration as provided to the County by the FCC.

### **Inspection and Access**

The County will provide the City unlimited ingress and egress to the tower equipment for the purposes of operating, maintaining, inspecting, using, replacing, repairing, moving, removing, etc. the tower equipment and for complying with any reasonable request for inspection by representatives of the FCC. The City shall have access only to its own equipment and under no circumstances will the City gain access to other equipment located at the Site or allow anyone else access to equipment other than its own. The City will provide the County in writing the identity of the service company or individual who is authorized to have access to its equipment for maintenance and only those so named will be required to be admitted. This agreement is subject to the County's permission for ingress and egress to the Tower Site.

### **Insurance**

The County provides no insurance on the City tower equipment or personnel. The City is self-insured.

### **Indemnification**

THE CITY ACKNOWLEDGES THAT THE COUNTY IS PROVIDING THE CITY WITH THE RIGHT TO USE THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS, AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT THE COUNTY HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. TO THE EXTENT AUTHORIZED BY LAW, THE CITY HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FOR WITHIN

THIS CONTRACT. THE CITY ACKNOWLEDGES AND AGREES THAT THE CITY HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH THE CITY INTENDS TO PUT THE PREMISES. THIS CONTRACT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD APPLICABLE TO THE PREMISES.

TO THE EXTENT AUTHORIZED BY LAW, THE CITY SHALL ASSUME ALL LIABILITY FOR DAMAGES TO PROPERTY AND INJURY OR DEATH TO PERSONS AS A RESULT OF OR ARISING OUT OF THE CITY'S, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR CONTRACTORS' USE OF, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF THE PREMISES AND THE IMPROVEMENTS IN CONNECTION THEREWITH AND LOCATED THEREON.

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees and officers, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent required by Texas law and contractual obligations. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity, and contractual provisions. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

#### **Assignment**

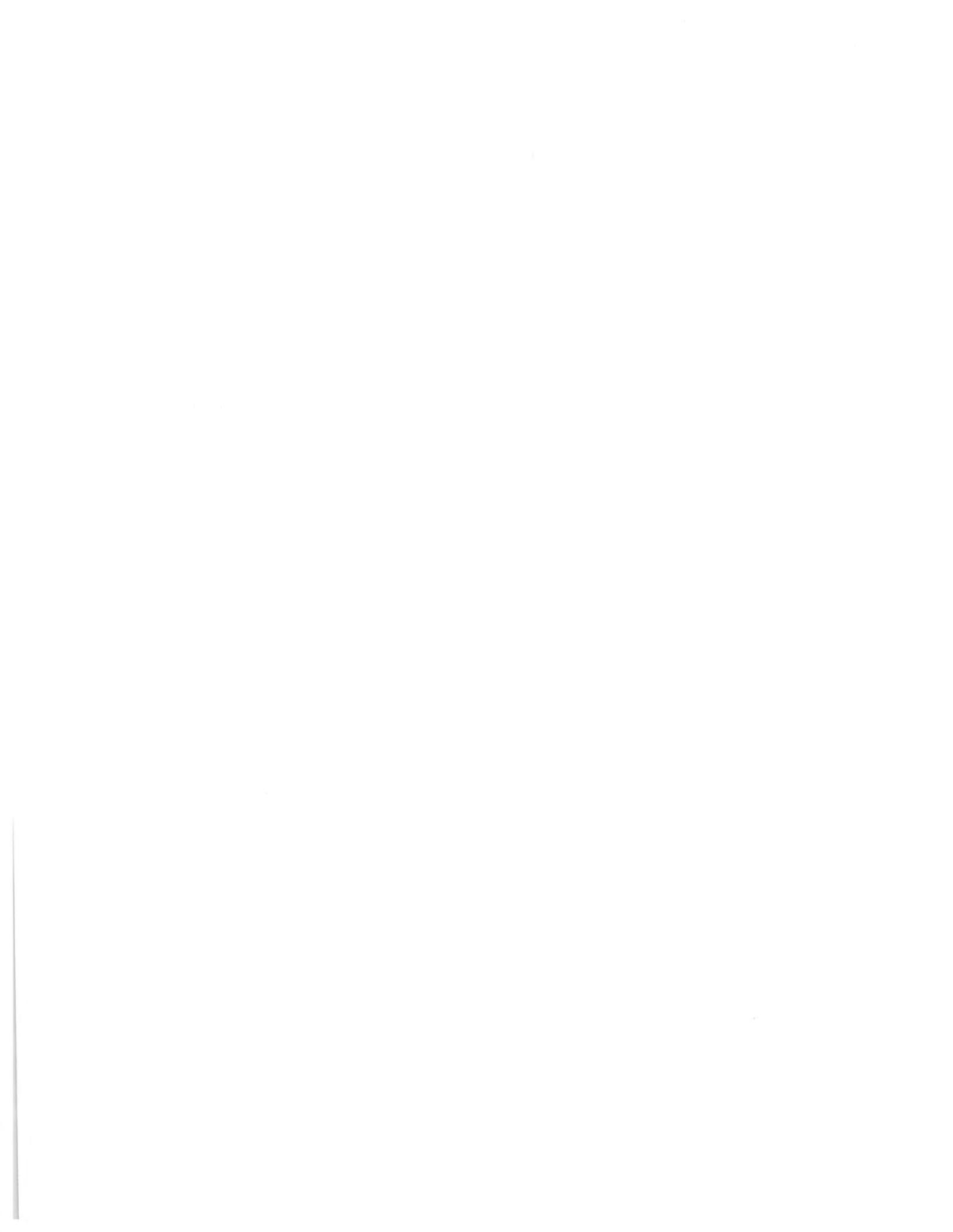
A party to this Agreement may not assign or transfer its interests under this Agreement.

#### **Coverage and Interference**

The County makes no representations concerning the distance at which useable radio signals may be transmitted and received from the Site or location thereof. The City is hereby notified that the Site is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line, and ignition noise, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies.

The City shall be responsible for taking such reasonable steps as may be necessary to prevent any spurious radiation or objectionable interference with the broadcasting or transmission facilities of the County or other users on the Site caused by the City. The determination of what is reasonable shall be within the sole discretion of the County. If the City has not taken corrective measures within three business days after the City has been notified that its equipment is causing objectionable interference, then the County may, in addition to its other rights or remedies, at its discretion:

(1) Disconnect power to the City's equipment and/or (2) take corrective action and charge the City for reasonable costs of labor and materials necessary to eliminate such interference and/or spurious radiation. If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to the County, the County may elect to terminate this Site Agreement by giving the City written notice. The County or its designated representatives shall have the sole right, initially and during the term of this Site Agreement, to (a) determine the location of the equipment on the Site, and (b) require the City to take whatever action is necessary to eliminate objectionable interference by the City's equipment with devices approved by the County to minimize spurious radiation.



Nothing contained in this Site Agreement shall be deemed to entitle the City to the exclusive possession of any vertical span of space on the Site, it being the intention of the parties that the vertical span of space may be used by others at the direction of the County provided no objectionable interference is caused to the City's radio transmission activity. It is understood and agreed that the County intends to, and shall have the right to, accommodate other transmitters and/or receivers at the Site, and in that connection it is understood and agreed that the County shall have the right at any time during the term of this Site Agreement to locate the antenna or other equipment of other users within the same vertical space on the Site as the City may occupy, including the right to require the multiplexing or the transmission of other user(s) provided no objectionable interference is caused to the City's transmission activities thereby and, provided further, that the City is not put to any cost in connection therewith. For purposes of this Site Agreement, objectionable interference shall be deemed to exist if: (1) a determination to that effect is made by an authorized representative of the FCC, or (2) a condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the FCC at the time in effect, or (3) there is a material impairment of sound, picture, data, or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other users were transmitting from the Site or had any equipment at the Site, or (4) a user is prevented from using or having access to its equipment at reasonable and usual times to an extent which interferes to a material degree with the operation and maintenance thereof, it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of the new equipment by another user or by repairs to or maintenance of existing equipment of another user shall not be considered objectionable interference. If appropriate to maintain safe or efficient operation of the Site, the City shall be required to participate in any transmitter and receiver combining and multi-coupling systems operating from one or more antennas installed by the County.

#### **The City's Maintenance and Removal of Equipment and Coaxial Cables**

The City shall install only the equipment, (including antenna and transmission line) which is listed in the attached Exhibit "A" and which has been approved by the County. The City agrees that the installation will be done in a neat, professional manner and in compliance with all applicable laws and regulations.

All costs (including repair of damages caused thereby to City equipment) will be the responsibility of the City. If the City wants to add any additional equipment, other than City equipment referenced herein, the City cannot install such additional equipment until the parties execute an amendment to this Site Agreement, authorizing the additional equipment. Additionally, the City agrees to assume the responsibility and costs associated with programming and maintenance of the County's Motorola MTR2000 Repeater provided for the City's use for FCC Call Sign WNKN255.

The City shall properly ground all antenna equipment at the uppermost location of its equipment on the tower and properly ground its coaxial cable at the base of the tower, or at locations identified by the County.

The County retains the right to paint all coaxial cables attached to the tower, including the City's coaxial cable, as necessary, in order to prevent "black leg".

The City is required to remove all of the City's equipment at the City's sole risk and expense, within a reasonable amount of time, not to exceed 120 days, after the termination of this Site Agreement. In the event the City does not timely remove its tower equipment within this timeline, the tower equipment shall be considered abandoned by the City and shall become the property of Ellis County. Any and all costs to remove the City's abandoned equipment from the County properties will be the responsibility of the City. Any and all costs of removing the City's abandoned equipment will be invoiced to and paid by the City according to the Texas Prompt Payment Act.

### **Coordination of Installation, Repair and Maintenance**

In the event of the need for installation, repair, or maintenance of the tower, equipment, building, or other common facility, the County agrees to coordinate such activities in such a manner as to minimize any downtime that may be caused to the City's operations. The City agrees to reduce or shut down the power of its transmitter if necessary at a coordinated time so that such installation, repair, or maintenance may take place.

### **Failures and Maintenance**

The City is hereby notified and understands that the Site will not provide communications 100% of the time and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by the City prior to the execution of this Site Agreement, and such failures shall not constitute nonperformance or negligence on the part of the County. The County is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God, or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this Site Agreement by the County. The City at its own expense shall be totally responsible for any and all maintenance of its equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes beyond the control of the County.

### **Casualty**

If the Site becomes completely unusable due to fire or other casualty and City equipment becomes inoperable for a period of at least sixty (60) days as a result thereof, either party may elect to terminate this Site Agreement upon thirty (30) days written notice to the other given prior to the completion of repairs. Without limiting the foregoing, the County shall not, under any circumstances, be responsible for any losses or damages to the City tower equipment or loss of service from City tower equipment as a result of fire, theft, vandalism, lightning, loss of AC power by serving utility, loss of accessibility, power line surges, ground faults, excessive voltage, shut down of Site for necessary repairs or normal maintenance work, and any other causes.

### **Legal Responsibilities**

This Agreement does not create any partnership, joint enterprise, employee, fiduciary, insurance, or agency relationship between the parties or any of their agents, employees, volunteers, or officers. No party to this Agreement will be responsible for the acts of the other party or any agent or officer of the other party by virtue of this Agreement, except as may be decreed against that party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims by third parties,

### **Right to Audit**

The City and the County agrees the representatives of the State Auditor's Office, Ellis County or Waxahachie, or other authorized representatives of the State of Texas, the County, or the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of the City and the County related to the performance under this Agreement. The City and the County shall retain all such records for a period of two (2) years or until all audit and litigation matters the City or the County has brought to the attention of each other are resolved, whichever is longer.

The City and the County shall include in the above section all subcontractor agreements, if any, entered into in connection with this Agreement.

### **Notice**

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the address of the respective party indicated below, in care of the point of contact named below:

County: Office of Ellis County Judge 101 W. Main St. Waxahachie, Texas 75165

City: City of Waxahachie 401 S. Rogers St. Waxahachie, Texas 75165

Either party may change the address by giving written notification to the other party.

### **Entire Agreement**

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not affect the provisions of any other agreement between the parties regarding the provision of other services. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by further agreement or amendment in writing duly executed by the parties hereto. No official, representative, or employee of either party has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of the party.

### **Applicable Law**

This Agreement shall be construed under the laws of the State of Texas. All obligations hereunder are performable within Ellis County.

### **No Third-Party Beneficiary**

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

### **Force Majeure**

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force

Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**Texas Public Information Act**

The Parties acknowledge each party is required to comply with the Government Code, Chapter 552, Public Information Act. The Parties maintain information that may be considered confidential or exempt from disclosure under laws administered by that party. To the extent required by law, each party is responsible for replying to all public information requests for information maintained by that party. Each party will promptly notify the other party of the receipt of a Texas Public Information Act request relating to confidential or exempt records obtained from the other party and will coordinate responses as necessary.

**Multiple Counterparts**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed an original and all of which together constitute one and the same instrument.

**General Provisions**

The undersigned certifies that he or she has read and understands all of the terms and conditions of this Site Agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions hereof are part of this Site Agreement, and there are no express or implied warranties, modifications, or performance guarantees other than those expressly stated herein.

Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.

**AGREED:**

City of Waxahachie

\_\_\_\_\_

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

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

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

Ellis County, Texas

\_\_\_\_\_

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

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

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

## EXHIBIT A

### 1. FREQUENCIES OF OPERATION: TRANSMIT: RECEIVE:

154.0100 MHz 154.3850 MHz NAC --- NAC --- City of Waxahachie Fire and Rescue

FCC CALL SIGN: WNDK703

Location: Joe White Tower Site

Make: Motorola Make: Motorola Model: MTR2000 Model: MTR2000 Dimensions: Dimensions: in with

Transmitter Power Output: 100 watts Number: 1 ERP: 200-Watt Number: 1

### 2. FREQUENCIES OF OPERATION: TRANSMIT: RECEIVE:

156.2100MHz 155.7900 MHz NAC --- NAC --- City of Waxahachie Police Department

FCC CALL SIGN: WNKN255

Location: Joe White Tower Site

Make: Motorola Make: Motorola Model: MTR2000 Model: MTR2000 Dimensions: Dimensions: in with

Transmitter Power Output: 100 watts Number: 1 ERP: 200-Watt Number: 1

### 3. FREQUENCIES OF OPERATION: TRANSMIT: RECEIVE:

769.83125MHz 799.83125MHz

770.50625MHz 800.50625MHz

771.13125MHz 801.13125MHz

771.88125MHz 801.88125MHz

772.23125MHz 802.23125MHz

773.18125MHz 803.18125MHz

FCC CALL SIGN: WQYQ906

Location: Joe White Tower Site

Make: Motorola Model: GTR 8000 Expandable Site Sub-System (ESS)

Dimensions: in with Transmitter Power Output: 100 watts ERP: 252 Watt

### 4. TRANSMISSION LINE (S):

Location: Joe White Tower Site

Make: Heliac Make: Heliac Model: AVA5-50FX Make: AVA5-50FX Size: 7/8" Size: 7/8" Number: 1

Make: Commscope Model: Heliac Model: AVA7-50 Size: 1 5/8" Number: 2

Make: Commscope Model: Heliac Model: LDF4-50A Size: 1/2" Number: 1

Location: ECSO

Make: RFS Model: E56J Size: Elliptical Wave Guide 2.0 x 1.2 Number: 1

Location: Region 10 Tower Site

Make: RFS Model: E56J Size: Elliptical Wave Guide 2.0 x 1.2 Number: 1

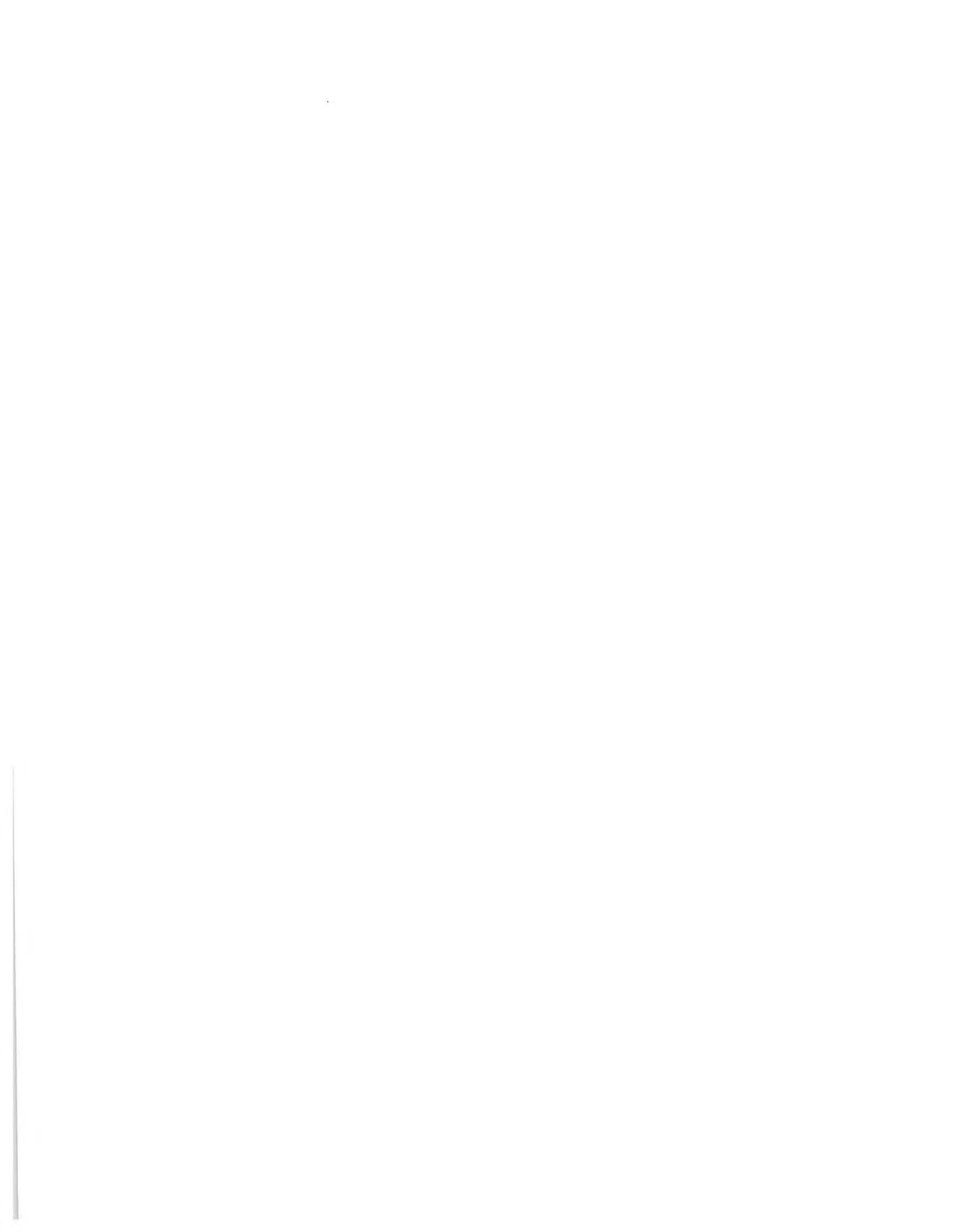
5. MOUNTING HEIGHT, MOUNTING ORIENTATION, AND FLOOR SPACE USAGE IF SITE OWNER IS PROVIDING THE TOWER AND EQUIPMENT SHELTER:

- (a) Antenna mounted at the County assigned level of the tower (mounting methods and exact location of antenna(s) subject to Licensor's approval).
- (b) GTR ESS antenna heights – Joe White Tower Site
  - a. Transmit antenna at 450 ft
  - b. Receive antenna at 450 ft.
- (c) Microwave Dish – Region 10
  - a. To be determined by physical path survey
- (d) Microwave Dish – ECSO
  - a. To be determined by physical path survey

WHICH PARTY IS PROVIDING THE TOWER SITE? ELLIS COUNTY: OWNER

WHICH PARTY IS PROVIDING EQUIPMENT SHELTER? ELLIS COUNTY: OWNER

The City is required to remove all of the City's Tower Equipment (including any City radio, Antennas or coax and all necessary appurtenances thereto) at the City's sole risk and expense, within a reasonable amount of time, not to exceed 120 days, after the termination of this Site Agreement. The City is also required to remove any debris associated with the removal of the Tower Equipment. In the event the City does not timely remove its Tower Equipment within this timeline, the Tower Equipment shall be considered abandoned by the City and shall become the property of Ellis County. Any and all costs to remove the City's abandoned equipment from the County properties will be the responsibility of the City. Any and all costs of removing the City's abandoned equipment will be invoiced and paid to the City according to the Texas Prompt Payment Act.



**MASTER SERVICES CONTRACT**

This Master Services Contract (this "Contract"), dated as of 11/15/2019, is entered into by and between:

Ellis County ("Client")  
101 W Main St  
Waxahachie, TX 75165

And

DARTdrones, LLC ("Contractor")  
2319 S. Foothill Dr. Suite 285  
Salt Lake City, UT 84109

In consideration of the material provisions and agreements herein contained, and for the other and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Contractor (each a "Party", and collectively, the "Parties") agree as follows:

1. **Prior Agreements.** This Contract supersedes and replaces any previous agreements between the Parties concerning the Work (as herein defined) to be performed hereunder. This Contract shall control and govern all Work performed by Contractor for Client.
  
2. **The Work.**
  - a. This Contract controls and governs all Work (as defined below) performed by or on behalf of Contractor for Client, whether the Work is performed or is to be performed by Contractor or any of Contractor's employees, agents, or subcontractors. Agreements for Work must be in writing in the form of a Job Order (Exhibit A). This Contract will be deemed to be incorporated in full in every agreement for Work, and defines the rights, duties, obligations, and liabilities of Contractor and Client during the term of this Contract or while any other provisions are in effect. "Work" means all activities and operations performed by or on behalf of Contractor under this "Contract". All Work will be as requested by an authorized representative of Client and will be directed by Contractor.
  - b. Client may submit its request(s) for Work to Contractor in the form of a Job Order (see Exhibit A). Upon Client and Contractor's acceptance of a job order,

Contractor shall commence the Work at the time specified by the Client and continue to diligently perform the Work without delay, in a safe, good, and workmanlike manner, in strict conformity with the specifications and requirements contained in the job order. Each job order, and the Work to be performed thereunder, shall be governed by and subject to the terms and conditions of this Contract, regardless of whether this Contract is specifically referenced in such job order.

- c. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Contract and terms and conditions set forth in any job order, statement, purchase order, invoice, published rate schedule, delivery ticket, or other type of memorandum, between Client and Contractor pertaining to the subject matter hereof, the provisions of this Contract shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument or agreement.
  - d. This Contract does not obligate Client to order Work from Contractor, nor does it obligate Contractor to accept any requests for Work from Client, but it and the applicable terms of the applicable job order control and govern all Work agreed to be provided by or on behalf of Contractor and shall define the Parties' respective rights and obligations during the term hereof.
3. **Liability for Change of Laws.** Client will not hold DARTdrones LLC liable in any capacity if local, state, or federal laws or regulations change. By signing this agreement, Client understands that the laws and regulations regarding the commercial use of drones may change or be eliminated at an unspecified time in the future or while DARTdrones is performing the consulting services.
4. **Ownership of Intellectual Property.** All intellectual property and related material created by the Contractor, including any slide decks, images, diagrams, course materials, curriculum, trade secrets, moral rights, goodwill, documents, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name, excluding any trademark, trade dress, or trade name of the Client (the "Intellectual Property") that is developed or produced under this Contractor, is and will be the sole property of the Contractor with the Client having a royalty-free, perpetual license to use the material for internal use only.
5. **Capacity/Independent Contractor.** In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance

premium, profit-sharing, pension or any other employee benefit for the Contractor during the term.

6. **Modification of Contract**. No change, modification, extension, renewal, ratification, waiver, or rescission of this Contract or of any of the provisions hereof shall be binding unless it is in writing and signed by both Parties. Further, not waiver or forbearance by either Party with respect to any right granted to such Party hereunder shall operate or be construed to be a waiver or forbearance of such Party's right to exercise such right in the future.
7. **Non-Solicitation of DARTdrones Employees/Contractors**. Client acknowledges that Contractor has spent considerable time and expertise training and vetting their employees and independent contractors including the curriculum team and flight instructors. Client will not for a period of two years after last Contract or Job Order date, approach, entice, solicit, or hire Contractor's instructor(s), contractor(s), or employee(s) for purposes of employment, consulting, or training.
8. **Terms of Payment**. Unless otherwise expressly provided in a job order, Client shall pay Contractor for Work in accordance with the agreed upon dollar amount on each job order in USD (US Dollars). Payment is due upon thirty (30) days of receiving invoice from Contractor.
9. **Date(s) of Services**. The Client and the Contractor will work on finalizing the training dates/locations and will agree via email communication between both Parties. Once agreed, if the Client requests a change of date(s), the Client is responsible for any additional travel fees. The Contractor, however, reserves the right to change the training date(s) due to inclement weather or other circumstances beyond the control of the Contractor.
10. **Location of Training**. Client will provide the training location with the following amenities:
  - a. *Outdoor Flying Space*: For any flight training sessions, the Client must provide an outdoor area free of any obstructions at least 100 feet by 100 feet. The outdoor flight area must be in appropriate airspace as required by the FAA. Client should speak to their DARTdrones representative to guarantee the training location is in appropriate airspace. All outdoor flying location must be approved by Contractor. Due to extensive additional risks, DARTdrones Flight Instructors are not authorized to approve indoor flying sessions without written confirmation from the executive team. If your team wishes to fly indoors, you must coordinate with the operations team prior to training. In DARTdrones courses, only one aircraft, per instructor, is permitted in the air at a time.

- b. *Indoor Classroom*: The Client will provide an indoor classroom space with enough room for the group and either access to audio visual equipment (projector and screen) or notify DARTdrones that equipment is required.
  - c. *Estimated Location*: The pricing for this Contract assumes the training will be hosted near the Client's facility. Any training location outside the of the continental United States incurs additional travel expenses.
  - d. *Renting Classroom Space*: If the Client's office location is not within legal airspace, the Client can either choose to have the participants and instructor drive to airspace where they can legally conduct flight sessions, or the Client can rent a conference room at a local hotel or conference center at the Client's expense. Contractor must approve all flight locations.
11. **Termination of Contractor or Work**. Notwithstanding the foregoing, either Party may terminate this Contract upon thirty (30) days' written notice to the other Party. Termination of this Contract shall not terminate any of the Parties' rights and obligations under job orders or Equipment Orders issued prior to the effective date of the termination of this Contract and this Contract shall remain in full force and effect and continue to control and govern all Work under all outstanding job orders for the duration of the Work thereunder. Termination of this Contract shall not relieve any Party of its respective liability arising from or incident to Work performed under this Contract.
12. **Liability**. The Client is solely responsible for any accidents that may occur during the operation of the drone, or UAV, while under the Client's control. The Client acknowledges and agrees to take all responsibility for loss and injury. The Client understands and is aware that flying unmanned aerial vehicles is an inherently hazardous and dangerous activity due to the use of flying objects, spinning propellers and equipment that can fall from the sky. These risks include, but are not limited to: variations in weather, flying close to lift towers, cables, utility lines, pipes, poles, and guy wires. There is also a risk of collision with such obstacles, equipment and natural objects as well as with other pilots, spectators and passing pedestrians. Flying conditions vary constantly because of weather changes and wind. The Client is aware that they are responsible for their actions when in command of the drone at any time. Outlined herein are only some of the risks of flying drones. These and others risks, and conditions present the risk for a serious and/or fatal injury.
13. **Severability**. If any provision of this Contract is held by a court of competent jurisdiction to be unenforceable, this Contract shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Contract shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect. Notwithstanding the foregoing, the Parties recognize and agree that this Contract is to be interpreted and applied in such manner as to, as nearly as possible, give effect to the Parties' intent to all provisions hereof, including, without limitation, such provisions as may be declared to be unenforceable.

14. **Terms and Conditions.** Both parties agree to the Terms and Conditions outlined in Exhibit B.

*- Signature Page to Follow -*

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the date listed below:

**Ellis County**

Todd Little

Authorized Representative Print Name

\_\_\_\_\_  
Authorized Representative Signature

County Judge

Title

\_\_\_\_\_  
Date

**DARTdrones, LLC**

\_\_\_\_\_  
Michael Carroll

Director of Accounting and HR

\_\_\_\_\_  
Date

**Exhibit A**

**JOB ORDER**

**CONTRACTOR’S TRAINING/CONSULTING/PROCUREMENT SERVICES**

This job order is governed by the terms and conditions of that certain Master Services Contract, dated, 11/15/2019, by and between DARTdrones, LLC and Ellis County. In the event of any conflict between the terms of this job order and the terms and conditions of the Contract, the terms and conditions of the Contract will govern and control. This job order will no longer be valid if not executed by both Parties within six months of creation, due to the potential of the Contractor changing pricing structure or service offerings. Training dates and location must be confirmed via email correspondence fifteen business days prior to first training date.

Services	Details	Price (US Dollars)
Basic Flight Training Part 107 Test Preparation	Training is for up to ten (10) participants	\$5,500.00

\*The pricing for this job order is for training located within the continental United States.

**Ellis County**

**DARTdrones, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Carroll

Todd Little  
\_\_\_\_\_  
Print Name

Director of Accounting and HR

\_\_\_\_\_  
Date

County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit B

### **Terms and Conditions**

As a governmental entity in Texas, our constitution and statutes regulate and mandate the terms under which a county may enter a contract. I am proposing the following terms and conditions as an amendment.

1. 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.
2. 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 Contractor 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.
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 Contractor 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 Contractor 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.
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.
10. The Contractor shall defend, indemnify, save, and hold harmless the Ellis County, Texas, and all their officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Provider, or any negligent act or omission of the Provider in performance of the work contemplated by this Contract, including attorney's fees and costs of court.



**ELLIS APPRAISAL DISTRICT**  
400 Ferris Ave \* PO Box 878  
Waxahachie, Texas 75168  
972-937-3552 \* Toll Free 1-866-348-3552  
ecad@elliscad.com

**Board of Directors**  
Phillip Lynch, Chairman  
Ken Marks, Vice Chairman  
Charles T. Abram,  
John Bridges, Member  
Joe Pitts, Member  
John Tabor, Member

Kathy Rodrigue, Chief Appraiser

---

October 21, 2019

Dear Presiding Officer for Ellis County and the Cities and ISDs in Ellis County:

Enclosed with this letter is the official ballot and sample resolution for casting your votes for Directors of the Ellis Appraisal District. There are nine candidates nominated for five positions.

You must cast your unit's votes by written resolution before December 15, 2019. You may cast all of your votes for one candidate or distribute your votes among any number of candidates. You may not cast votes for someone not listed on the official ballot. Please return your ballot and resolution as soon as possible.

I will notify you of the election results by December 31, 2019. In the event of a tie, flipping a coin will choose the winner.

Please feel free to contact me if you have any questions.

Sincerely,

Kathy A. Rodrigue, RPA  
Chief Appraiser

## 2020-2021 Ellis Appraisal District Board of Directors' Candidate Information

Charles T. "Tom" Abram - Mr. Abram has served on the Ellis Appraisal District Board of Directors since 2014 as a member and as Secretary in 2019. He was the recipient of the Pride of Ennis 2015 Distinguished Service Award, volunteering for civic and non-profit organizations and working with industry leaders to promote economic growth. Mr. Abram was Mayor of Ennis from 1986-1990 and has been a resident of Ennis since 1977. Mr. Abram graduated from college and served as an officer in the U.S. Army. Upon moving to Ennis, he started his own manufacturing company and built it into a successful international multi-plant operation. He also served on the Board of Directors of the Ennis Regional Medical Center. Mr. Abram was nominated by Ennis ISD and the City of Midlothian.

Jan Davis - Ms. Davis has been in real estate for over 33 years and is an active Realtor with Ebby Halliday Realtors holding ABR, ASP, CRS, GRI and SRES designations. She has several recognitions and specialties to include D magazine "Best of the Best", Texas Monthly Magazine "Five Star Professional", Dallas Real Producers Top 500, Star Achiever 1989-2018, Diamond circle member 1986-2019 and is a Historic House and Relocation Specialist. She is a member of the National Association of Realtors, Texas Association of Realtors and the Greater Dallas Board of Realtors. She holds a Bachelor of Science in Education and a Master of Education in Administration/Supervision. Ms. Davis has volunteered in many ways serving as the Past-President of the Midlothian Economic & Community Development Board, the City of Midlothian Committee for hiring Park Planner and Midlothian ISD as a member of DEIC, the Bond Oversight for construction of Midlothian Heritage High School and Naming Committees for Midlothian ISD. Ms. Davis was nominated by Midlothian ISD and the City of Midlothian.

Sheila Domestead - Ms. Domestead was nominated by Red Oak ISD.

John Knight - Mr. Knight was nominated by Midlothian ISD.

Ken Marks - Mr. Marks has served on the since 2002 as a member, as Secretary from 2004-2005 and 2012-2013 and as Vice-Chairman 2014-2019. He is a State Certified Residential Real Estate Appraiser working for E.T. Jones & Associates. Mr. Marks has been a resident of Ellis County for 30 years. He and his children graduated from Midlothian ISD. Mr. Marks was nominated by Midlothian and Milford ISD and the Cities of Midlothian and Venus.

Jim Mentzel - Mr. Mentzel was nominated by Midlothian ISD.

Joe Pitts - Dr. Pitts has served as a member on the Ellis Appraisal District Board of Directors since 2006 as a member and as Secretary from 2014-2018. He began his 41 year career in education in 1955, teaching and ultimately in administration with Dallas ISD. He then became the Superintendent for Port Arthur ISD and retired in 1992 after 10 years of service. He then served for four years as a Board of Trustees Training Consultant for the Texas Education Agency. Dr. Pitts was active in the American Association of School Administrators and the Texas Association of School Administrators. In 2008 he served on the Bond Oversight Committee for Red Oak ISD. Dr. Pitts was nominated by Midlothian and Waxahachie ISD and the City of Midlothian.

John Tabor - Mr. Tabor has served on the Ellis Appraisal District Board of Directors since 2019. He is currently a Senior Advisor for Privateer Consulting Services and has been in the oil and gas industry since 1976. He graduated with honors in 1984 with a BA in Political Science and Government Affairs from the University of Texas at Dallas. Mr. Tabor served as a highly decorated combat Vietnam veteran in the United States Army from 1969-1971. He is a member of the Midlothian First Baptist Church, the Dallas Petroleum Club, Dallas Wildcat Assoc, Ft. Worth Wildcatters Assoc, Society of Petroleum Engineers, American Association of Drilling Engineers, Distinguished Flying Cross Association, homes for our Troops and also served with the Republican Party of Ellis County with 3 terms on the State Republican Executive Committee and 4 terms as the Ellis County Republican Party Chairman. Mr. Tabor was nominated by Ellis County and the City of Midlothian.

Robert Kyle Wilson - Mr. Wilson has 27 years within the real estate appraising industry having worked at the Ellis County Appraisal District, for Max Sanders and currently as a State Certified Residential Real Estate Appraiser for Kyle Wilson Real Estate Appraisal. He is a member of the North Texas Association of Realtors, was pinned as an Eagle Scout with the Boy Scouts of America in 1981, served in the United States Army from 1989-1991 and served as a member of the Ennis Chamber of Commerce Board of Directors 2013-2016. He is a current member of the Alma City Council and served as Mayor Pro Tem in 2018 and part of 2019 and as a former member 2013-2017. Mr. Wilson was nominated by the City of Ennis.

OFFICIAL BALLOT  
TO ELECT  
BOARD OF DIRECTORS  
FOR THE  
ELLIS APPRAISAL DISTRICT  
FOR 2020-2021

Issued to: ELLIS COUNTY & LATERAL ROAD

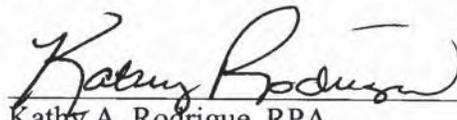
Number of Votes: 826

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate or divide your votes among any number of the candidates.

NAME OF CANDIDATES  
(listed alphabetically)

1. CHARLES T. "TOM" ABRAM \_\_\_\_\_
2. JAN DAVIS \_\_\_\_\_
3. SHEILA DOMSTEAD \_\_\_\_\_
4. JOHN KNIGHT \_\_\_\_\_
5. KEN MARKS \_\_\_\_\_
6. JIM MENTZEL \_\_\_\_\_
7. JOE PITTS \_\_\_\_\_
8. JOHN TABOR \_\_\_\_\_
9. ROBERT KYLE WILSON \_\_\_\_\_

Issued under my hand this 21<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Kathy A. Rodrigue, RPA  
Chief Appraiser  
Ellis Appraisal District

**Texas Property Tax Code Sec. 6.03. Board of Directors.**

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director.