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**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, Mr. Phillip Lynch has been serving on the Ellis Appraisal District Board for twenty-four years; and

WHEREAS, he is set to retire from the Board on January 23, 2020.

WHEREAS, he has been an invaluable counselor to the Board, serving in various leadership capacities for the Appraisal District, including Member, Vice-Chairman, and Chairman; and

WHEREAS, he has overseen legislative changes, litigation challenges, a renovation and expansion of the Appraisal Office; and

WHEREAS, he has distinguished himself as a tremendous leader, steward, and friend to all taxing units; and

WHEREAS, it is clear that many have enjoyed working with Mr. Lynch and are thankful for his encouragement, leadership, and inspiration;

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners' Court expresses its gratitude to Phillip Lynch for his service to Ellis Appraisal District Board, sound business advice and valued counsel and for all that he has contributed to the Board and to the County; and **FURTHER RESOLVED** that Ellis County Commissioners' Court wishes Mr. Lynch continued success in all his endeavors and expresses our hope for his continued health, happiness, and prosperity.

In witness thereof, signed the ____ day of _____, 2020.

Todd Little, County Judge

Randy Stinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Krystal Valdez, County Clerk

Racial Profiling Report | Exempt

Reporting Date: 01/09/2020

Agency Name: ELLIS COUNTY FIRE MARSHAL
TCOLE Agency Number: 139314

Chief Administrator: TIMOTHY V. BIRDWELL

Agency Contact Information:
Phone: (972) 825-5555
Email: tim.birdwell@co.ellis.tx.us

Mailing Address:
109 S. Jackson, Ste 265
Waxahachie, TX 75165

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: Tim Birdwell, Fire Marshal

Date: 01/09/2020

Submitted electronically to the



The Texas Commission on Law
Enforcement

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

NAME: Mark Arnold

TITLE: County Extension Agent –
Ag/Natural Resources

COUNTY: Ellis

MONTH: December 2019

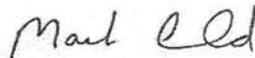
DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
12/2	Ennis-Waxahachie Area-4-H Beef Workshop	62		
12/7	Waxahachie Area-ECYE Validation for Sheep, Goats, Swine	27		
12/8	Ennis, Italy area-ECYE Validation for Sheep, Goats, Swine	49		
12/9	Waxahachie Area-NRCS Planning Meeting and ECYE Validation	72		
12/10	Waxahachie-Midlothian Area-ECYE Validations	15		
12/12	Waxahachie Area-D-8 Farm and Ranch Program and ECYE Validations	31		
12/14	Waxahachie Corsicana return-4-H Beef Workshop Speaker	68		
12/17	Waxahachie Area-TDA Private Applicator Training	6		
	Total	330.00		

Other expenses in field (list)

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

Date: 1/13/2020

Signed:



EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 330****Selected major activities since last report****December 2019**

- 12/2 Beef Project Workshop with 25 4-H Beef Project members, parents and leaders. Hoof care, daily management and parasite control discussed.
- 12/4 4-H Coordinator position interviews to replace vacant 4-H and Youth Development Agent position.
- 12/7-13 Validation process for 4-H/FFA members showing swine, sheep and goats at the upcoming 2020 Ellis County Youth Expo stock Show scheduled for March 29 through April 4.
- 12/9 Natural Resource Conservation Service planning and outlook meeting. Agent met with local NRCS staff to discuss possible joint educational efforts for producers.
- 12/10 Master Gardener monthly meeting and educational program planning, 50 in attendance.
- 12/12 District 8 Farm and Ranch Program, 17 local participants received up to 6 TDA CEU credit hours.
- 12/17 Agent conducted monthly TDA Private Applicator Training.
- 12/18 Agent met with Ag Science Teachers and Show Officials to discuss final plans for 2020 Ellis County Youth Expo.
- 12/25 through 1/1/20 Agent attended Arizona National Livestock Show in Phoenix with local 4-H Beef Project Family. Elizabeth Norwood of Midlothian exhibited the Champion British Breeds Steer at the National Educational Achievement Event.

Home, Farm, Ranch and Office visits as needed and requested, phone, e-mail consultations as needed.

Educational Programming

Programs	7
Participants	463+

Educational Contacts

Site Visits 4-H	15+
Site Visits Ag	5
Telephone	506
MG/MN Telephone	49
Office Visits	35
E-Mails	362
Newsletter/Letters	535
E-Gardening Newsletters	1605

Media Outreach:

Website hits	295
News Releases	2
Facebook posts	4
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

- 1/7 -4-H Winter Bash Planning Meeting - Waxahachie
- 1/8 -County Broiler Orders for ECYE - Waxahachie
- 1/11, 12 -4-H Winter Bash Stock Show - Waxahachie
- 1/13 -Fort Worth Exhibitors Meeting – Waxahachie
- 1/14 -Blackland Income Growth Conference - Waco
- 1/15 -4-H Beef Project Workshop - Waxahachie
- 1/17-21 -Fort Worth Stock Show Dairy Cattle, Dairy Goats and Ag Mechanics – Fort Worth
- 1/23-27 -Fort Worth Stock Show Junior Heifers, Junior Lambs, Junior Goats – Fort Worth
- 1/28 -Agents Performance Appraisal Conference - Waxahachie
- 1/31 -Master Gardener Intern Training Class - Waxahachie

Mark Arnold
Name
County Extension Agent – Ag/Natural Resources
Title

Ellis
County
1/13/2020
Date

Making a

Difference *in Ellis/Johnson*

Extension Newsletter for Commissioners Court

Overview of major programming & planning efforts for Better Living for Texans
Extension Agent, Jade Edgar, for December 2019.

<i>December Educational Programs & Planning:</i>	
Dates	Location – Program – Attendance:
12/3-12/5	College Station, BLT Navigating for Success Training
12/11	Bell County, Participated as a judge in the Food Show/Food Challenge
12/12	Lilian Elementary (JC), Learn, Grow, Eat & Go (25 kids attended)
12/14	Midlothian Senior Center, planning meeting (1 attended)
12/14	Midlothian Mannahouse, planning meeting (1 attended)
12/16	East Cleburne Community Center (JC), planning meeting (3 attended)
12/16	Harvest House (JC), planning meeting (1 attended)
12/16	Upbring Head Start (JC), planning meeting (2 attended)
12/18	Waxahachie Housing Authority, <i>Fresh Start to a Healthier You!</i> (6 Attended)

<i>December 2019 Numbers:</i>		
Educational Programming:	Educational Contacts:	Media Outreach:
Programs: 2 Participants: 31 Graduates: 28	In person meeting: 5 E-mails: 10	Monthly Update Reach: N/A Facebook followers: N/A Act Locally: N/A

<i>Upcoming January Programs:</i>		
Dates	Location – Program:	
1/2	Waxahachie Senior Center, 122 Park Hills Drive	Cooking & Nutrition Class
1/8	Waxahachie Housing Authority, 208 Patrick Street	Cooking & Nutrition Class
1/10	East Cleburne Community Center (JC), 602 Olive Street	Cooking & Nutrition Class
1/14	Waxahachie Senior Center, 122 Park Hills Drive	Cooking & Nutrition Class

1/16	Waxahachie ISD School Health Advisory Council Meeting	
1/17	East Cleburne Community Center (JC), 602 Olive Street	Cooking & Nutrition Class
1/21	Waxahachie Senior Center, 122 Park Hills Drive	Cooking & Nutrition Class
1/24	East Cleburne Community Center (JC), 602 Olive Street	Cooking & Nutrition Class
1/28	Waxahachie Senior Center, 122 Park Hills Drive	Cooking & Nutrition Class

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

NAME: Liz Espie

**TITLE: County Extension Agent –
 Family & Community Health**

COUNTY: Ellis

MONTH: December 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
12/3-12/4	TEAFCS Winter Board Association Meeting (Brownwood)	326		
12/17	Pettigrew Academy	5.4		
	Total Miles	331.4		

Other expenses in field (list)

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

Date: 1/6/2020 Signed:

Liz Espie

Name

County Extension Agent – Family & Community Health

Title

Ellis

County

12/1/19

Date

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 125****Major activities since last report****November 2019**

- 11/1 District 8 Food Show/Food Challenge Committee Meeting -Held meeting with committee to discuss plans for district food contests in December. Committee discussed ingredients to be used in pantry and as key ingredients.
- 11/4-11/8 Cooking Well with Diabetes (Waxahachie)- Held series at Waxahachie Senior Center. Classes help those with diabetes and those preparing food for diabetics. **9 participants**
- 11/5 College and Career Night at Finley Junior High- Presented booth at college and career night. Booth focused on aspects of a career in Extension **55 participants**
- 11/7 United Way Funding Hearing- Attended funding hearing with 4-H agent to highlight 2019 4-H events and request continued funding from United Way.
- 11/7 Fall CEU Program-Gave brief presentation on mental health and its impact on farmers and ranchers at CEU program.
- 11/7 County Food Contests- Held county food contests, 5 food show entries and 2 food challenge teams. **9 participants**
- 11/14 Food Challenge practice- Held practice for food challenge teams competing at district contest. Practice focused on presentation tips. **6 participants**
- 11/16 Mental Health First Aid- Co-taught class with Central Texas Conference of the United Methodist Church. Class held at 1st UMC of Burleson; information focused on mental health literacy and recognizing signs/symptoms of a mental health problem or crisis. **11 participants**
- 11/19 Pettigrew Montessori Class- Presented class at Pettigrew academy, made plans to take over classes planned by 4-H agent. Will continue classes through April. **13 participants**
- 11/21 Food Challenge practice- Held practice for food challenge teams competing at district contest. Class focused on preparing for potential judges' questions. **6 participants**
- 11/25 Association President/President-Elect Quarterly Teleconference-Meeting focused on the administration schedule for upcoming association board meeting.

Educational Programming

Programs	10
Participants	109

Educational Contacts

Telephone	47
Office Visits	8
E-Mails	77
Newsletter/Letters	0

Media Outreach:

Website hits	189
News Releases	
Facebook posts	8

Major plans for next month

12/3-12/4	TEAFCS Winter Board Meeting
12/4	Interviews for Ellis County CEA-4-H
12/17	Pettigrew Academy Class
12/18	Medication Management at Senior Center

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**INTERLOCAL COOPERATION CONTRACT
BETWEEN COUNTY OF ELLIS AND CITY OF OAK LEAF**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) and the City of Oak Leaf (hereinafter CITY) shall establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts, competitive sealed proposals and request for statement of qualifications pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. This shall include contracts for the maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY and the CITY shall further be authorized to sell each other; goods and services.
- B. The COUNTY and the CITY shall make payments to the local government, a local cooperative organization or directly to a vendor under a contract made, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and for such function, goods and/or services.
- C. The COUNTY and the CITY, as paying parties acknowledge and certify, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to County and City.
- D. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31, 2020.

- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F. The CITY, hereby makes, constitutes and appoints COUNTY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to COUNTY. Upon receipt of request, COUNTY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. CITY agrees that COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.
- G. CITY agrees that all specifications for selected items bid by the COUNTY shall be as determined solely by the COUNTY.
- H. CITY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- I. CITY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill CITY directly for all items purchased, and CITY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- J. _____, Purchasing Agent for the CITY, is hereby designated as the official representative to act for the CITY in all matters relating to this agreement.
- K. The COUNTY, hereby makes, constitutes and appoints CITY it's true and lawful purchasing agent for the purchase of various commodities and services

using Annual Contracts (Bids, Proposals, Request for Qualifications). CITY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to CITY. Upon receipt of request, CITY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), CITY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COUNTY agrees that CITY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by CITY according to its usual bidding procedures and in accordance with applicable State statutes.

- L. COUNTY agrees that all specifications for selected items bid by the CITY shall be as determined solely by the CITY.
- M. COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- N. COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COUNTY directly for all items purchased, and COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- O. E.J. Harbin, Purchasing Agent for the COUNTY, is hereby designated as the official representative to act for the COUNTY in all matters relating to this agreement.
- P. COUNTY or CITY agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Contract, or as outlined by the Texas Prompt Payment Act.
- Q. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- R. Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.
- S. Either Party may terminate this contract upon thirty (30) days written notice to the other Party's designated official representative.

EXECUTED in duplicate this the _____ day of _____, 2019.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF OAK LEAF, TEXAS

By: Jim D. Lomb
Mayor, City of Red Oak

city of oak leaf



Attest:

Ronda Quintana
City Administrator Secretary

FY '2020

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the _____
day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

A9

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) and the City of Ovilla (hereinafter CITY) shall establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts, competitive sealed proposals and request for statement of qualifications pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. This shall include contracts for the maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY and the CITY shall further be authorized to sell each other; goods and services.
- B. The COUNTY and the CITY shall make payments to the local government, a local cooperative organization or directly to a vendor under a contract made, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and for such function, goods and/or services.
- C. The COUNTY and the CITY, as paying parties acknowledge and certify, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to County and City.
- D. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31, 2020.

- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F. The CITY, hereby makes, constitutes and appoints COUNTY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to COUNTY. Upon receipt of request, COUNTY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. CITY agrees that COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.
- G. CITY agrees that all specifications for selected items bid by the COUNTY shall be as determined solely by the COUNTY.
- H. CITY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- I. CITY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill CITY directly for all items purchased, and CITY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- J. LINDA HARDING, Purchasing Agent for the CITY, is hereby designated as the official representative to act for the CITY in all matters relating to this agreement.
- K. The COUNTY, hereby makes, constitutes and appoints CITY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). CITY

will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to CITY. Upon receipt of request, CITY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), CITY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COUNTY agrees that CITY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by CITY according to its usual bidding procedures and in accordance with applicable State statutes.

- L. COUNTY agrees that all specifications for selected items bid by the CITY shall be as determined solely by the CITY.
- M. COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- N. COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COUNTY directly for all items purchased, and COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- O. E.J. Harbin, Purchasing Agent for the COUNTY, is hereby designated as the official representative to act for the COUNTY in all matters relating to this agreement.
- P. COUNTY or CITY agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Contract, or as outlined by the Texas Prompt Payment Act.
- Q. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- R. Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.
- S. Either Party may terminate this contract upon thirty (30) days written notice to the other Party's designated official representative.

EXECUTED in duplicate this the 11 day of NOVEMBER, 2019.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF OVILLA, TEXAS

By: _____
Mayor, City of Ovilla

Attest:

Tom Woodall
City Administrator ~~MANAGER~~
INTERIM



FY '2020

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this _____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN COUNTY OF ELLIS AND RED OAK ISD**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) and the Red Oak ISD (hereinafter ISD) shall establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts, competitive sealed proposals and request for statement of qualifications pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. This shall include contracts for the maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY and the ISD shall further be authorized to sell each other; goods and services.
- B. The COUNTY and the ISD shall make payments to the local government, a local cooperative organization or directly to a vendor under a contract made, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and for such function, goods and/or services.
- C. The COUNTY and the ISD, as paying parties acknowledge and certify, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to County and ISD.
- D. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31, 2020.

- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F. The ISD, hereby makes, constitutes and appoints COUNTY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to COUNTY. Upon receipt of request, COUNTY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. ISD agrees that COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.
- G. ISD agrees that all specifications for selected items bid by the COUNTY shall be as determined solely by the COUNTY.
- H. ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- I. ISD agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill ISD directly for all items purchased, and ISD shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- J. Julie Phillips, Purchasing Agent, for the ISD, is hereby designated as the official representative to act for the ISD in all matters relating to this agreement.
- K. The COUNTY, hereby makes, constitutes and appoints ISD it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). ISD will maintain a listing of Annual Contracts which are available for local entities use.

To utilize one or more of these contracts, local entities must request authorization, in writing, to ISD. Upon receipt of request, ISD will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), ISD will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COUNTY agrees that ISD shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by ISD according to its usual bidding procedures and in accordance with applicable State statutes.

- L. COUNTY agrees that all specifications for selected items bid by the ISD shall be as determined solely by the ISD.
- M. COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- N. COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COUNTY directly for all items purchased, and COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- O. E.J. Harbin, Purchasing Agent for the COUNTY, is hereby designated as the official representative to act for the COUNTY in all matters relating to this agreement.
- P. COUNTY or ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Contract, or as outlined by the Texas Prompt Payment Act.
- Q. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- R. Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.
- S. Either Party may terminate this contract upon thirty (30) days written notice to the other Party's designated official representative.

EXECUTED in duplicate this the 18th day of November, 2019.

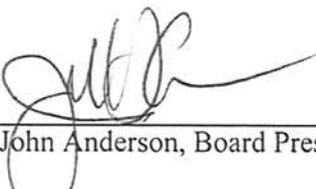
ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

RED OAK ISD

By: 
John Anderson, Board President

Attest:

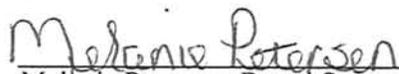

Melanie Petersen, Board Secretary

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Todd Little
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____

All

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) and the Waxahachie ISD (hereinafter ISD) shall establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts, competitive sealed proposals and request for statement of qualifications pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code. This shall include contracts for the maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY and the ISD shall further be authorized to sell each other; goods and services.
- B. The COUNTY and the ISD shall make payments to the local government, a local cooperative organization or directly to a vendor under a contract made, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and for such function, goods and/or services.
- C. The COUNTY and the ISD, as paying parties acknowledge and certify, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to County and ISD.
- D. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31, 2020.

- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
1. that prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 2. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F. The ISD, hereby makes, constitutes and appoints COUNTY it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). COUNTY will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to COUNTY. Upon receipt of request, COUNTY will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), COUNTY will forward a copy of the letter and appropriate Annual Contract to the requesting entity. ISD agrees that COUNTY shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by COUNTY according to its usual bidding procedures and in accordance with applicable State statutes.
- G. ISD agrees that all specifications for selected items bid by the COUNTY shall be as determined solely by the COUNTY.
- H. ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- I. ISD agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill ISD directly for all items purchased, and ISD shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- J. Wendy Ross, Purchasing Agent for the ISD, is hereby designated as the official representative to act for the ISD in all matters relating to this agreement.
- K. The COUNTY, hereby makes, constitutes and appoints ISD it's true and lawful purchasing agent for the purchase of various commodities and services using Annual Contracts (Bids, Proposals, Request for Qualifications). ISD will maintain a listing of Annual Contracts which are available for local entities use.

To utilize one or more of these contracts, local entities must request authorization, in writing, to ISD. Upon receipt of request, ISD will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), ISD will forward a copy of the letter and appropriate Annual Contract to the requesting entity. COUNTY agrees that ISD shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by ISD according to its usual bidding procedures and in accordance with applicable State statutes.

- L. COUNTY agrees that all specifications for selected items bid by the ISD shall be as determined solely by the ISD.
- M. COUNTY shall be the party receiving the function, goods, or service and providing payment for such function, goods and /or services.
- N. COUNTY agrees to pay the supplier for all functions, goods, or services pursuant to this agreement. The successful bidder or bidders shall bill COUNTY directly for all items purchased, and COUNTY shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.
- O. E.J. Harbin, Purchasing Agent for the COUNTY, is hereby designated as the official representative to act for the COUNTY in all matters relating to this agreement.
- P. COUNTY or ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Contract, or as outlined by the Texas Prompt Payment Act.
- Q. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- R. Both Parties agree to require any applicable vendors to comply with Sections 2270.002 and 2252.152 of the Texas Government Code.
- S. Either Party may terminate this contract upon thirty (30) days written notice to the other Party's designated official representative.

EXECUTED in duplicate this the ____ day of _____, 2019.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

WAXAHACHIE ISD

By: _____

Attest:


- ___ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ___ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____ customer.
- ___ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: _____ CUSTOMER:
Please Sign Name _____

By: _____ Please Print Name Todd Little

Title: _____ Please Print Title County Judge

Accepted-GM: _____ Email Purchasing@co.ellis.tx.us

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Customer	Address	Item #	Item Description	Item Description	Inventory	Unit Price	Current Total	New Unit Price	New Total
Ellis County	600 N. 1-45	2477	3x5 Scraper Mat		3	\$ 1.068	\$ 3.20	\$ 1.80	\$ 5.40
Ellis County	600 N. 1-45	5479	3x5 Photo Coffee Mat		1	\$ 3.777	\$ 3.78	\$ 4.00	\$ 4.00
Ellis County	600 N. 1-45	9314	Heavy Duty Soap Service		1	\$ 2.406	\$ 2.41	\$ 2.00	\$ 2.00
Ellis County	600 N. 1-45	9980	Sanis Soap Dispenser		1	\$ -	\$ -	\$ -	\$ -
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Derrick Thompson	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt	Derrick Thompson	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Tommy Pelzel	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt - Size Prem.	Tommy Pelzel	12	\$ 0.351	\$ 4.21	\$ 0.32	\$ 3.84
Ellis County	600 N. 1-45	894	Denim Jeans	Lawrence Karjca	12	\$ 0.316	\$ 3.79	\$ 0.36	\$ 4.32
Ellis County	600 N. 1-45	935	Comfort Shirt - Size Prem.	Lawrence Karjca	12	\$ 0.351	\$ 4.21	\$ 0.32	\$ 3.84
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Jeff Davis	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt	Jeff Davis	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Kevin Davidson	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt	Kevin Davidson	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45	894	Denim Jeans	Guadalupe Nieto	12	\$ 0.316	\$ 3.79	\$ 0.36	\$ 4.32
Ellis County	600 N. 1-45	935	Comfort Shirt	Guadalupe Nieto	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Frank Lascala	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt - Size Prem.	Frank Lascala	12	\$ 0.351	\$ 4.21	\$ 0.32	\$ 3.84
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Josh Melton	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt - Size Prem.	Josh Melton	12	\$ 0.351	\$ 4.21	\$ 0.32	\$ 3.84
Ellis County	600 N. 1-45	894	Denim Jeans	Salvador Lopez	12	\$ 0.316	\$ 3.79	\$ 0.36	\$ 4.32
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Ronney Butler	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt - Size Prem.	Ronney Butler	12	\$ 0.351	\$ 4.21	\$ 0.32	\$ 3.84
Ellis County	600 N. 1-45	894	Denim Jeans	Jeff Redd	12	\$ 0.316	\$ 3.79	\$ 0.36	\$ 4.32
Ellis County	600 N. 1-45	935	Comfort Shirt	Jeff Redd	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Brian Almand	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt	Brian Almand	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45	894	Denim Jeans	David Montelongo	6	\$ 0.316	\$ 1.90	\$ 0.36	\$ 2.16
Ellis County	600 N. 1-45	894	Denim Jeans - Size Prem.	Wayne Kruger	12	\$ 0.472	\$ 5.66	\$ 0.51	\$ 6.12
Ellis County	600 N. 1-45	935	Comfort Shirt	Wayne Kruger	12	\$ 0.195	\$ 2.34	\$ 0.17	\$ 2.04
Ellis County	600 N. 1-45		Uniform Advantage		306	\$ 0.085	\$ 26.01	\$ 0.07	\$ 21.42
Ellis County	109 S. Jackson St.	935	Comfort Shirt	Juanita Hernandez	11	\$ 0.195	\$ 2.15	\$ 0.17	\$ 1.87
Ellis County	109 S. Jackson St.	945	Comfort Pant	Juanita Hernandez	11	\$ 0.224	\$ 2.46	\$ 0.19	\$ 2.09
Ellis County	109 S. Jackson St.	935	Comfort Shirt	Yolanda Ochoa	11	\$ 0.195	\$ 2.15	\$ 0.17	\$ 1.87
Ellis County	109 S. Jackson St.	945	Comfort Pant	Yolanda Ochoa	11	\$ 0.224	\$ 2.46	\$ 0.19	\$ 2.09
Ellis County	109 S. Jackson St.	935	Comfort Shirt	Luz Hernandez	11	\$ 0.195	\$ 2.15	\$ 0.17	\$ 1.87
Ellis County	109 S. Jackson St.	945	Comfort Pant	Luz Hernandez	11	\$ 0.224	\$ 2.46	\$ 0.19	\$ 2.09
Ellis County	109 S. Jackson St.	935	Comfort Shirt	Michael Caddel	11	\$ 0.195	\$ 2.15	\$ 0.17	\$ 1.87
Ellis County	109 S. Jackson St.	945	Comfort Pant - Size Prem.	Michael Caddel	11	\$ 0.380	\$ 4.18	\$ 0.34	\$ 3.74
Ellis County	109 S. Jackson St.	270	Cargo Pant	Terry Hill	11	\$ 0.332	\$ 3.65	\$ 0.33	\$ 3.63
Ellis County	109 S. Jackson St.	935	Comfort Shirt	Terry Hill	11	\$ 0.195	\$ 2.15	\$ 0.17	\$ 1.87
Ellis County	109 S. Jackson St.	935	Comfort Shirt - Size Prem.	Keith Roberts	11	\$ 0.351	\$ 3.86	\$ 0.32	\$ 3.52
Ellis County	109 S. Jackson St.	945	Comfort Pant - Size Prem.	Keith Roberts	11	\$ 0.380	\$ 4.18	\$ 0.34	\$ 3.74
Ellis County	109 S. Jackson St.	935	Comfort Shirt	Terry Sadler	11	\$ 0.195	\$ 2.15	\$ 0.17	\$ 1.87
			Current Total			\$ 140.88		\$ 140.82	
			New Total					\$ 140.82	

Cintas
Jeremy Dressler

City of Allen - Price Proposal
10/8/2019

OMNIA Contract # R-BB-19002

Ellis County	109 S. Jackson St.	945	Comfort Pant - Size Prem.	Terry Sadler	11	\$	0.380	\$	4.18	\$	0.34	\$	3.74
Ellis County	109 S. Jackson St.	935	Comfort Shirt	John Haynes	11	\$	0.195	\$	2.15	\$	0.17	\$	1.87
Ellis County	109 S. Jackson St.	945	Comfort Pant	John Haynes	11	\$	0.224	\$	2.46	\$	0.19	\$	2.09
							Current Total	\$	44.92	\$	New Total	\$	39.82
							Current Grand Total	\$	185.80	\$	New Grand Total	\$	180.64

Cintas/Ellis County Agreement - Exhibit A: Uniform Pricing			
Item #	Item Description	Weekly Unit Pricing	Lost/Replacement Charge
205/271	Women's Comfort Shirt	\$0.17	\$ 17.00
259	Polo Shirt	\$0.23	\$ 20.00
270	Men's Cargo Pants	\$0.33	\$ 27.00
273	WOW Shirt	\$0.25	\$ 23.00
275	Hi Performance Polo	\$0.27	\$ 28.00
330	Cotton Shirt	\$0.25	\$ 18.00
370	Cargo Shorts	\$0.31	\$ 27.00
374	Men's Oxford Shirt	\$0.25	\$ 22.00
381	Carhartt 5-Pocket Jean	\$0.37	\$ 27.00
382	Carhartt Carpenter Jean	\$0.37	\$ 30.00
390 / 395	Women's Comfort Pants	\$0.27	\$ 21.00
391	FRC Carhartt Coverall	\$0.88	\$ 84.00
865	Pleated Pants	\$0.27	\$ 22.00
894	Dickie's Five Pocket Jean	\$0.36	\$ 26.00
912	Poly-Cotton Blend Coveralls	\$0.25	\$ 30.00
935	Comfort-Flex Work Shirt	\$0.17	\$ 15.00
945	Comfort-Flex Flat Front Pants	\$0.19	\$ 18.00
59935	Enhanced-Vis Comfort Shirt	\$0.42	\$ 30.00
65418	High-Vis ANSI Shirt	\$0.74	\$ 53.00
66273	Women's WOW Shirt	\$0.25	\$ 23.00
66275	Women's Hi Performance Polo	\$0.34	\$ 28.00
66528	Women's Oxford Shirt	\$0.25	\$ 22.00
	Size Premiums	\$0.15 per garment	NA
	Uniform Advantage	\$0.07	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.20	NA
	Emblem Advantage Program	\$0.08	NA
	Company Emblem (if not using Emblem Advantage)	\$2.50	NA
	Custom Emblem (if not using Emblem Advantage)	\$3.50	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.50	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.50	NA
	Minimum Charge per stop	\$35.00	NA
	Service Charge / Delivery Charge	\$0.00	NA

Cintas Acceptance:

Customer Acceptance

Name: _____

Name: Todd Little

Title: _____

Title: County Judge

Signature: _____

Signature: _____

A14



ELLIS COUNTY PURCHASING DEPARTMENT

E.J. Harbin, CPPO
Purchasing Agent

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

Notice Exercising Option to Renew Lease

December 30, 2019

To: Leasing Impressions Commercials LLC

Please be advised that the undersigned, as Lessee under a certain lease for premises known as 330 North 8th Street, Suite 106-108 and dated October 15, 2016 (Lease), does hereby exercise Ellis County's option to extend the term of said Lease for a period commencing on November 16, 2019 and terminating on November 15, 2020.

During extended term, Lessee shall pay rent of \$42,000.00 per annum, payable \$3,500.00 per month in rent contained in the original Lease.

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

Sincerely,

Todd Little, County Judge

A17



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

December 16, 2019

EMERGENCY SERVICES DISTRICTS

The following people would like to be re-instated for the new term ending in 12/31/2021. I have received the signed form from the people highlighted in yellow.

<p>ESD#1</p> <ul style="list-style-type: none"> • Andy Mulvany • Geneva Mullins ESD • Norquist Wade <p>ESD #2</p> <ul style="list-style-type: none"> • Timothy R. Raven • Danny Long • Tom Manning <p>ESD #3</p> <ul style="list-style-type: none"> • Murrie Wainscott • John V. Allen • Clay Sparks <p>ESD#4</p> <ul style="list-style-type: none"> • Ray Brindle • Anthony Modesto Jr 	<p>ESD#5</p> <ul style="list-style-type: none"> • Billy Thompson • Raymond Miner <p>ESD#6</p> <ul style="list-style-type: none"> • James Malone • Randy Johnston – Resignation letter 11/12/19 <p>ESD#7</p> <ul style="list-style-type: none"> • Gary Sportsman • James (Jim) Pharr • Cecil Hammonds <p>ESD#8</p> <ul style="list-style-type: none"> • Teaner Johnson <p>ESD#9</p> <ul style="list-style-type: none"> • Kenny Caldwell • Rick Davis
--	--



RECEIVED
10-28-19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Andy Mulvany

Re: Term Expiration – December 31, 2019

Dear: Andy,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign

Date

10/23/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10/29/19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Geneva Mullins

Re: Term Expiration – December 31, 2019

Dear: Geneva,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

- YES – I wish to serve for another term.
- NO – Please accept my resignation as of December 31, 2019

Sign Geneva M Mullins Date 10/29/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal

RECEIVED
10.28.19



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Norquist Wade

Re: Term Expiration - December 31, 2019

Dear: Norquist,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES - I wish to serve for another term.

NO - Please accept my resignation as of December 31, 2019

Sign Norquist Wade Date 11-25-2019

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Timothy Raven

Re: Term Expiration – December 31, 2019

Dear: Timothy,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign

Date

10/29/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.31.19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Danny Long

Re: Term Expiration – December 31, 2019

Dear: Danny,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign *Danny Long* Date 10-27-19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.31.19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165

Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Tom Manning

Re: Term Expiration – December 31, 2019

Dear: Tom,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Tom Manning Date 10/23/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Murrie Wainscott

Re: Term Expiration – December 31, 2019

Dear: Murrie,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Murrie Wainscott Date 11/4/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

John Allen

Re: Term Expiration – December 31, 2019

Dear: John,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign John V Allen Date 10/31/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
11.1.19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Clay Sparks

Re: Term Expiration – December 31, 2019

Dear: Clay,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Clay Sparks Date 10/28/2019

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.31.19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Ray Brindle

Re: Term Expiration – December 31, 2019

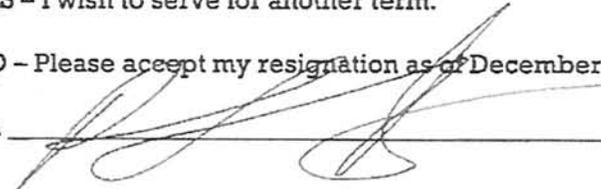
Dear: Ray,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign  Date 10/26/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,



Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.28.19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Anthony Modesto Jr.

Re: Term Expiration – December 31, 2019

Dear: Anthony,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign

Date

10/24/2019

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.28.19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Billy Thompson

Re: Term Expiration – December 31, 2019

Dear: Billy,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Billy Thompson Date OCT-24-2019

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Raymond Miner

Re: Term Expiration – December 31, 2019

Dear: Raymond,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Raymond Miner Date 11-20-19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

Tim Birdwell, Fire Marshal

Date: November 1, 2019

James Malone

Re: Term Expiration - December 31, 2019

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention. You can either mail or fax this form to the address below, or e-mail it to me at gloria.stroud@co.ellis.tx.us.

YES - I wish to serve for another term ending in December 31, 2021

NO - Please accept my resignation as of December 31, 2019

Signature J C Malone Date 11/26/19

It's important that you know how much your service has been appreciated. If you have any questions, please don't hesitate to contact this office.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Gloria Stroud
Ellis County Fire Marshal Coordinator

109 S Jackson, Suite 265
Waxahachie, TX 75165-5143
(972) 825-5555 | Fax (972) 825-5551



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Gary Sportsman

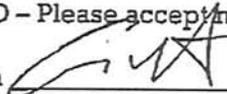
Re: Term Expiration – December 31, 2019

Dear: Gary,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

- YES – I wish to serve for another term.
 NO – Please accept my resignation as of December 31, 2019

Sign  Date 11-1-19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,



Tim Birdwell, Ellis County Fire Marshal

RECEIVED
10/21/19



Ellis County Fire Marshal

109 S. Jackson, Suite 265 · Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

James Pharr

Re: Term Expiration – December 31, 2019

Dear: Jim,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign

Date

10/28/2019

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Cecil Hammonds

Re: Term Expiration – December 31, 2019

Dear: Cecil,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Tim Birdwell Date 11/4/2019

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Teaner Johnson

Re: Term Expiration – December 31, 2019

Dear: Teaner,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Teaner Johnson Date 11/13/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell
Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10/27/19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Kenny Caldwell

Re: Term Expiration – December 31, 2019

Dear: Kenny,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign Kenny Caldwell Date 10/27/19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10-28-19

Ellis County Fire Marshal

109 S. Jackson, Suite 265 • Waxahachie, TX 75165
Office (972) 825-5555 Fax (972) 825-5551

October 21, 2019

Rick David *DAVIS*

Re: Term Expiration – December 31, 2019

Dear: Rick,

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention on or before December 10, 2019. You can mail to the address above, or e-mail it to Gloria Stroud at gloria.stroud@co.ellis.tx.us

YES – I wish to serve for another term.

NO – Please accept my resignation as of December 31, 2019

Sign *R. D. Davis* Date 10-25-19

It is important that you know how much your service has been appreciated. If you have any questions, please do not hesitate to contact this office.

I have enclosed a self-address stamped envelope for your convenience

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal

A18



Ellis County Fire Marshal

Tim Birdwell, Fire Marshal

Date: November 12, 2019

XXXXXXXXXX

Re: Term Expiration - December 31, 2019

Your term as an ESD Commissioner will expire December 31, 2019; therefore, we need confirmation from you as to whether or not you wish to continue serving for another two-year term.

Please indicate your preference below and return this form to my attention. You can either mail or fax this form to the address below, or e-mail it to me at gloria.stroud@co.ellis.tx.us.

YES - I wish to serve for another term ending in December 31, 2021

NO - Please accept my resignation as of December 31, 2019

Signature Randy Johnston Date 11-12-19
Randy Johnston - ESO 6

It's important that you know how much your service has been appreciated. If you have any questions, please don't hesitate to contact this office.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Gloria Stroud
Ellis County Fire Marshal Coordinator

109 S Jackson, Suite 265
Waxahatche, TX 75165-5143
(972) 825-5555 | Fax (972) 825-5551

Tim Birdwell

From: YAHOO!7 WEB <joebond142@yahoo.com>
Sent: Friday, December 20, 2019 8:20 AM
To: Tim Birdwell
Subject: resignation

Ellis Co. Fire Marshall,
Please consider this email as my resignation as a commissioner on the Ellis County
Emergency Services #4 board. I have moved out of the district. The effective date was
November 1, 2019.

Joe C. Bond

Application for Ellis County Emergency Service District Board

Name STEVEN WAKELAND
 Address 1099 PIERCE RD RED DART TX 75754
 Phone Home
 Work 972-702-5049
 Mobile 214-793-2885
 Email dfd8739@SBCGLOBAL.NET
 Emergency Service District applying for: ESD # 4

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

Do you live within this district? Yes How long have you lived in Ellis County?

US Citizen? Yes Registered voter? Yes

Current employer DUNCANVILLE FIRE DEPT

Military Service N/A

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

Have you ever been arrested? If yes, give details
NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.
NO

Have you ever been delinquent in child support payments? If yes, give details
NO

Has your driver license ever been suspended? If yes, give details
NO

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable)

NO

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?

NO

Please tell us about your business experience and your experience on other boards.

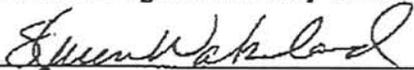
PAST BUSINESS OWNER FOR OVER 15 YEARS
30 YEARS IN PUBLIC SAFETY AS A FIREFIGHTER
& NOW FIRE MARSHAL FOR DUNCANVILLE. NO BOARDS

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

CONTRIBUTE MY KNOWLEDGE OF PUBLIC SAFETY
& FURTHER THE GOALS OF THE SERVICE DISTRICT
BOARD.

CERTIFICATION OF APPLICANT

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. 4 that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.


Applicant's Signature

Date

A20

**COMMISSIONERS' COURT OF ELLIS COUNTY
ORDER NO. ____**

**AN AMENDED ORDER RESOLUTION ADOPTED BY MINUTE ORDER NO.
268.08 AMENDING AND RESTATING RESOLUTION CONCERNING
UTILITY AND COMMUNICATION LINES IN COUNTY RIGHT-OF-WAY**

On this the 30th day of December, 2019, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court, at 101 West Main Street (2nd Floor), Waxahachie, Texas, and among other proceedings, the following order was passed during an open meeting at which interested members of the public were given opportunity to appear and testify before the Court about the general subject to be covered by the proposed ordinance:

WHEREAS, the Commissioners Court of Ellis County, Texas, adopted **AMENDING AND RESTATING RESOLUTION CONCERNING UTILITY AND COMMUNICATION LINES IN COUNTY RIGHT-OF-WAY** pursuant to Minute Order No. 286.08 on July 14th, 2008, and issued such orders pertaining to the subject regulations;

WHEREAS, the Commissioners Court of Ellis County, Texas, finds that to protect the public health, safety and/or welfare, a substantial need exists to amend and supersede Minute Order No. 286.08 and replace it in its entirety with this "An Amended Order" **AMENDING AND RESTATING RESOLUTION CONCERNING UTILITY AND COMMUNICATION LINES IN COUNTY RIGHT-OF-WAY**.

THEREFORE, BE IT ENACTED BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS:

Notice of Emplacement:

1. Any utility or communication company that intends to emplace any object within any right-of-way that is under the authority and maintenance of Ellis County shall provide the Department of Development with notice of such emplacement in advance of the emplacement on the notice form attached hereto and made part hereof by this reference. The notice shall be on a form prepared by the Department of Development and may be revised periodically to meet the needs of Ellis County.
2. The Department of Development in conjunction with the Ellis County Engineering Department shall determine if the object to be emplaced and the location for its emplacement will cause an inconvenience to the citizens of Ellis County or interfere with the use or maintenance of the right-of-way including any paved portion, shoulder or drainage provisions.
3. Within 10 business days of the receipt of the notice, a response shall be provided to the company that the emplacement will not cause any interference or inconvenience to the use and maintenance of the right-of-way. If it is determined that the emplacement will cause inconvenience or interference, the cause of same will be specifically set forth in the response and the Ellis County Engineering will cooperatively work with the company to resolve any issues. Upon resolution of any and all issues with the emplacement, a subsequent response will be given the company, who may proceed with the emplacement.

Criteria for Emplacement an Object in the Right-of-Way

4. All lines shall be laid or installed as near as is practical to the outer limits of the County road right-of-way. This is to include above ground installation and the setting of utility poles. No ditching machinery shall be operated upon the crown of any roadway.
5. All below ground level utilities such as water, phone, cable and electric shall be buried at a minimum depth of 48" at the lowest point of the ditch line. At the discretion of the Commissioner of said precinct a deeper depth may be required.

Transmission pipelines crossing under County road ways will be required to be a minimum depth of 72" at the lowest point of ditch line.

6. Magnetic Tape shall be installed with PVC or approved casing above the utility line being laid. Said tape shall be approved by the Commissioner of the Precinct in which work is being performed.

Utility lines being laid in County right-of-way shall bore under trees or any object, unless object can be removed and properly disposed of, at which point boring would not apply. Any objects to be removed shall first be approved by the Commissioner of the Precinct in which work is being performed.

Boring is required under all culverts, unless culverts can be removed and then reinstalled, to lay said utility line.

All valves or receptacles or conjunctions boxes shall be placed as near right-of-way as possible. No valves shall be placed in ditch line or near ditch line. Valves may be placed on back slope or edge of road.

7. At all points where underground lines are to extend across existing asphalt surface of County roadway, said line shall be installed by and through a process of drilling or boring under the crown of said road way without ditching or cutting the crown of the roadway in any manner. At all points where underground lines are to extend across existing gravel or dirt surface of County roadway, said line shall be installed by and through a process of boring as described above, or by trenching. Any type trenching shall be approved by the Commissioner of said Precinct. If trenching is employed, the cut shall be by a trenching machine only, and a backhoe or other process shall not be used. Any cutting shall be a narrow cut sufficient for the laying of the line.
8. At all points where ditches and excavating are made in public right-a-way, the applicant Company will replace and compact the said and will restore the surface to the same finish conditions as existed proper to the excavation and cut.
9. The Company will remove and relocate, at no cost to Ellis County, said underground line if and when such relocation should be or become necessary in order to accommodate a plan for widening or improving said roads.
10. The Company shall indemnify, defend, and hold Ellis County harmless from any obligation or claim for damages that may be alleged or any costs or expenses, including but not limited to reasonable attorneys' fees, arising from the Company's

emplacement of the object in the right-of-way which Ellis County may incur, or any claims Ellis County may be legally required to pay resulting from damages caused by the installation contemplated by the Resolution. The indemnity by the Company shall cover claims occurring during the twelve (12) month period beginning at the commencement of the emplacement. The Company shall also reimburse Ellis County for its costs and expenses in repairing a cut or bore during the twelve (12) month period when the Company cannot be reached to repair same and in the judgment of the Commissioner of the Precinct where the road is located the cut or bore must be immediately repaired, or when the Company has been requested to repair same and either refuses or fails to repair same within three (3) days from the date of the requested repair.

11. A copy of this Resolution must be on location at each work site at all times and in the custody of the person having highest authority on location at the particular work site.
12. Should the Commissioners Court find it necessary to employ an inspector or inspectors to determine if the emplacement of an object in the right-of-way interferes or impedes the maintenance of the right-of-way, a charge will be made by the County to the utility company, if the inspector finds the object interferes or impedes the maintenance of the right-of-way, to pay the costs, or a portion of the costs, of employing said inspector or inspectors.
13. At anytime there is an emergency necessitating that a road be cut, the person or Company who has such emergency shall, prior to cutting the road, first secure permission from the Commissioner of the Precinct wherein the emergency exists.
14. The County Commissioner of said Precinct may require the utility or construction company to file a bond for road repairs and drainage repairs in the amount the Commissioner determines to cover damage cost for said job.
15. Any approval required by the Commissioner of a Precinct shall be deemed granted if not granted or denied within ten (10) business days of date the Commissioner receives the request.

THEREFORE, the County Judge put the motion to a vote and all Commissioners being present and voting "Aye", the County Judge declared the motion carried.

Todd Little
Ellis County Judge

Attest:

Krystal Valdez
Ellis County Clerk

F1

<i>Fund/Dept</i>	<i>Vendor</i>	<i>Invoice#</i>	<i>Invoice Date</i>	<i>Amount</i>	<i>Description</i>
Ind. Def.	Rwan Hardesty	1910184-85-092519	9/25/2019	1,093.90	Attorney Fees
Ind. Def.	Timothy Hardesty	1810355-072419	7/24/2019	564.00	Attorney Fees
Ind. Def.	Rwan Hardesty	1810444-092519	9/25/2019	1,188.00	Attorney Fees
Ind. Def.	Dustin Coates	191054-96-092519	9/25/2019	825.00	Attorney Fees
				3,670.90	

F3



Clear Form

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
001-0210-508010	supplies	-\$ 560.00
	TOTAL:	-\$ 560.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508030	Furn/Fixtures	\$ 560.00
	TOTAL:	\$ 560.00

[Handwritten Signature]

1-15-2020

Elections

Signature

Date

Department

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: *[Handwritten Signature]*

F4

ELLIS COUNTY BUDGET
2019/2020 Budget Line Item Adjustment

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-303010 ²⁰	FM3 Fund Balance	\$50,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-509110	FM3 Gravel	\$50,000.00


Signature of Department Head

1/21/2020
Date Signed

Road & Bridge #3
Department

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

APPROVED THIS ___ DAY OF _____, 2019

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

Approved by County Auditor's Office:

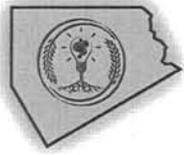


F5

Trial Balance for Ellis County

From 01/04/2020 To 01/16/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	27,618,976.97	32,493,161.98	16,250,500.00	43,861,638.95
2	ROAD IMPROVEMENT FUND	769,947.33	101,134.88	0.00	871,082.21
3	ROAD/BRIDGE PCT. 1	1,486,019.81	583,002.39	299,111.00	1,769,911.20
4	ROAD/BRIDGE PCT. 2	1,284,709.63	580,002.39	301,405.00	1,563,307.02
5	ROAD/BRIDGE PCT. 3	1,237,990.63	581,002.38	298,647.00	1,520,346.01
6	ROAD/BRIDGE PCT. 4	1,189,408.11	839,002.38	555,106.00	1,473,304.49
7	ADULT PROBATION	1,185,227.42	9.99	0.00	1,185,237.41
8	JUVENILE PROBATION	1,016,324.95	74,885.00	52,983.50	1,038,226.45
9	F/M PCT. 1	1,597,360.31	965,212.83	514,000.00	2,048,573.14
10	F/M PCT. 2	273,482.51	961,032.28	511,000.00	723,514.79
11	F/M PCT. 3	1,048,927.65	965,021.63	515,000.00	1,498,949.28
12	F/M PCT. 4	1,336,059.03	975,021.63	525,000.00	1,786,080.66
13	LATERAL ROAD PCT. 1	312,148.87	0.00	0.00	312,148.87
14	COUNTY & DISTRICT CT TECH	34,334.51	95.00	0.00	34,429.51
15	JUSTICE COURT TECHNOLOGY FUND	143,135.54	810.39	0.00	143,945.93
16	DC ARCHIVES RECORDS MANAGEMENT	143,954.34	440.00	0.00	144,394.34
17	JURY	95,085.42	33,640.82	366.00	128,360.24
18	PERMANENT IMPROVEMENT	801,356.97	1,216,118.68	500,000.00	1,517,475.65
19	LAW LIBRARY	16,836.58	4,126.50	0.00	20,963.08
20	TRUST AND AGENCY FUND	184,847.30	22,285.18	0.00	207,132.48
21	RECORDS MANAGEMENT	1,022,231.89	12,450.00	0.00	1,034,681.89
22	CC ARCHIVES RECORDS MANAGEMENT	2,211,532.17	12,340.00	0.00	2,223,872.17
23	ROW AVAILABLE	275,502.64	0.00	0.00	275,502.64
24	FIRE MARSHAL SPECIAL FUND	113,181.10	1,050.00	0.00	114,231.10
25	RIGHT OF WAY 2008	2,849.95	0.00	0.00	2,849.95
26	DISTRICT COURT RECORDS TECH	175,650.00	880.00	0.00	176,530.00
27	CASH INVESTED	1,265,568.10	0.00	0.00	1,265,568.10
28	CASH INVESTED	71,245.71	0.00	0.00	71,245.71
29	CASH INVESTED	196,198.28	0.00	0.00	196,198.28
30	CHECK PROCESSING FEE AC	185,917.72	166.17	0.00	186,083.89
31	DRUG FORFEITURE FUND	166,007.13	0.00	0.00	166,007.13
32	GEN RECORD MANAGE/PRESE	476,265.35	2,964.00	0.00	479,229.35
33	COURTHOUSE SECURITY FUN	70,623.31	2,921.39	0.00	73,544.70
34	COURT REC. PRESERVATION 51.708	99,369.50	450.00	0.00	99,819.50
36	ELECTIONS ADMIN FEES	22,968.09	510.68	0.00	23,478.77
37	SERIES 1993 INTEREST &	11,583.18	0.00	0.00	11,583.18
38	SERIES 07 INTEREST & SINKING	4,663,870.44	1,653,704.33	0.00	6,317,574.77
40	SERIES 07 BOND PROJECT	5,010,221.26	0.00	0.00	5,010,221.26
42	SHERIFF FEDERAL DRUG FORFEITUR	288,738.00	0.00	0.00	288,738.00
45	ELLIS CO COMM CORRECTIONS	55,536.17	0.00	0.00	55,536.17
46	SHERIFF SEIZURE FUND	327,071.73	0.00	0.00	327,071.73
47	SHERIFF DRUG FORFEITURE	154,313.65	0.00	0.00	154,313.65
48	DISTRICT ATTY DRUG SEIZ	170,440.69	0.00	0.00	170,440.69
50	CIVIL SUPERVISION FEES	80,846.56	0.00	0.00	80,846.56
52	JUVENILE ACCOUNTABILITY I BL	752.29	0.00	0.00	752.29
56	CONSTABLE PCT #2 FORFEITURE	172.79	0.00	0.00	172.79
57	CONSTABLE PCT #1 FORFEITURE	181.28	0.00	0.00	181.28
59	LAW ENFORCEMENT BLOCK GRANT	12.81	0.00	0.00	12.81
65	ADULT PROBATION	13,837.97	0.00	0.00	13,837.97
72	ELLIS COUNTY LEVEE #2	392,600.32	3,168.46	0.00	395,768.78
73	ELLIS COUNTY LEVEE #3	251,700.05	0.00	0.00	251,700.05
74	ELLIS COUNTY LEVEE #4	7,598.23	0.00	0.00	7,598.23
		59,560,722.24	42,086,611.36	20,323,118.50	81,324,215.10



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
January 28, 2020



SHORT TITLE:

Replat – Rock Creek Estates Lot 60A RP
Parcel ID – 154166 & 154167

LEGAL CAPTION:

Consider and act upon an application for a replat of Rock Creek Estates Lot 60A. The property contains ± 4.139 acres of land located on the south side of Meadow Lark Lane ± 1,600 feet west of Batchler Road in the extraterritorial jurisdiction (ETJ) of Red Oak, Road & Bridge Precinct No. 1.



APPLICANT:

Eduardo Ibarra



PURPOSE:

The applicants are requesting to replat Lot 60, 61, and 62, into Lot 60A to combine three (3) lots into one (1) residential lot.



HISTORY:

At its meeting on November 13, 1984, Commissioners' Court approved Rock Creek Estates, Phase 3 subdivision. The City of Red Oak approved this replat on December 11, 2019.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Although the County's adopted Master Thoroughfare Plan identifies nearby Batchler Road as a Minor Arterial, no right-of-way dedication is needed within this replat, thus complying with the Thoroughfare Plan.

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 December 20, 2019, and the Waxahachie Daily Light three (3) times on December 28, 2019, January 4, and January 18, 2020.

Staff mailed approximately (30) certified letters to property owners on December 28, 2019. To date, the department staff has received one (1) inquiry regarding this replat request. All legal notification requirements have been met.



ANALYSIS:

Upon review of the proposed replat of Rock Creek Estates Lot 60A, staff confirms this replat application meets the County's current subdivision regulations.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Public Notice Ad
2. Replat



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 – Public Notice

TO BE Published 3 Times
in the Waxahachie Daily
Light on Saturday, Decem-
ber 28, 2019, & Saturday,
January 4th & 18th, 2020:

The Ellis County Commis-
sioners' Court will consider
and act upon an applica-
tion for a replat of **Rock
Creek Estates Third In-
stallment, Lot 60A, Block
A** to combine Lots: 60, 61,
and 62 into one residential
lot of record. The property
contains \pm 4.139 acres of
land on Meadow Lark
Lane, in the Harmon P.
Crum Survey - Abstract
No. 208, and the Robert
Crow Survey - Abstract No.
199, \pm 1,597.70 feet west
of Batchler Road in the ex-
tra-territorial jurisdiction of
Red Oak, Ellis County
Road and Bridge Precinct
No. 1. The replat will be
presented before the Com-
missioners' Court on **Tues-
day, January 28, 2020 at
2:00 PM** on the second
floor of the historic Ellis
County Courthouse, 101
West Main Street, Waxa-
hachie, TX. 75165. Please
direct any questions to the
Department of Develop-
ment at 972-825-5200, or
email dod@co.ellis.tx.us.



AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
January 28, 2020



SHORT TITLE:

Final Plat – Steadham Addition Lot 1 & 2, Block 1
Parcel ID – 263967

LEGAL CAPTION:

Consider & act upon a final plat of Steadham Addition Lot 1 & 2, Block 1. The property contains ± 21.333 acres of land in the J. Liles Survey, Abstract No. 660, located at the intersection of Angus Road and Hoyt Road, in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT:

Steven and April Steadham



PURPOSE:

The applicant is requesting to plat two (2) lots for residential use.



HISTORY:

The Planning and Zoning Commission of Waxahachie approved this plat at their meeting on January 14, 2020. No other subdivision history of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

Although the adopted 2019 Plan, this plat does not contain any designated thoroughfares adjust to the site, this plat shows 30 feet of dedication along Angus Road, converting it from prescriptive to dedicated right-of-way, satisfying the County's minimum requirement.

Water Provider:

Buena Vista Bethel Special Utility District will provide service to two (2) lots via an 8-inch line.



ANALYSIS:

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



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



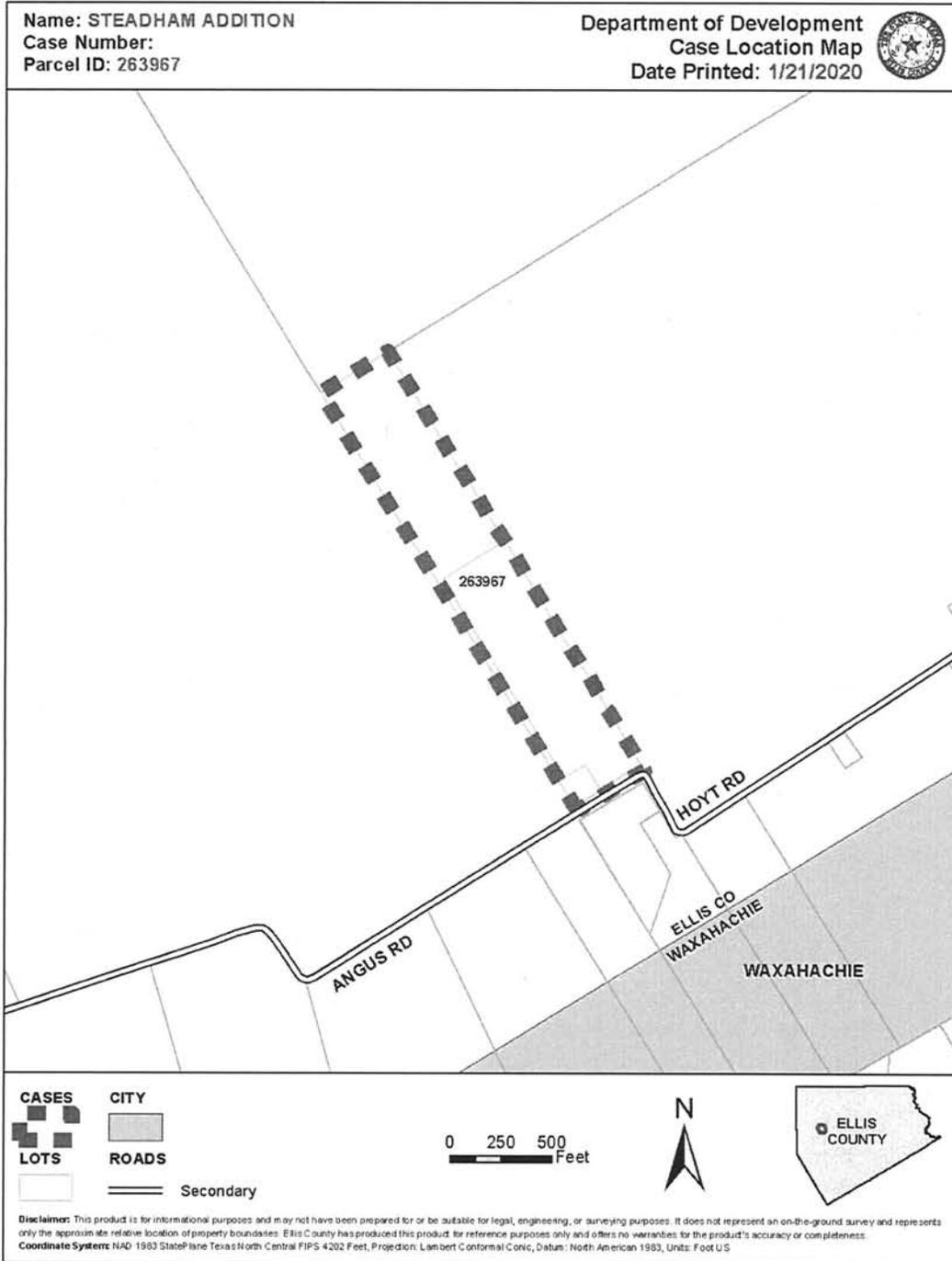
APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1 – Location Map





DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – Plat

STATE OF TEXAS §
COUNTY OF ELLIS §

WITBEFORE me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **April R. Steadham**, being personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF DENSON §

This is to certify that I, **Thomas W. Meek**, a Registered Professional Land Surveyor of the State of Texas, have plotted the subdivision from an actual survey on the ground, and that this plat complies with the provisions of the laws of the State of Texas relating to subdivisions of land.

PRELIMINARY
THIS INSTRUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE UNTIL THE CITY OF WAXAHACHIE HAS REVIEWED AND APPROVED ALL CITY REQUIREMENTS.

Thomas W. Meek, S.L.S., No. 5110

STATE OF TEXAS §
COUNTY OF DENSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Thomas W. Meek**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF ELLIS §

WITBEFORE me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **April R. Steadham**, being personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF ELLIS §

WITBEFORE me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **April R. Steadham**, being personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF ELLIS §

WITBEFORE me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **April R. Steadham**, being personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF ELLIS §

WITBEFORE me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **April R. Steadham**, being personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

FINAL PLAT
SIMPLIFIED PLAT - ELLIS COUNTY
STEADHAM ADDITION
LOT 1 AND 2, BLOCK 1
BEING A 21.333 acre tract of land situated in the J. Liles Survey, Abstract No. 660, City of Waxahachie, Ellis County, Texas

WINDROSE
LAND SURVEYING I PLATING

ARTHUR
LAND SURVEYING

OWNER/DEVELOPER
Steven C. and April R. Steadham
2831 Plantain Road
Midlothian, Texas 75065

DATE RECORDED: _____ TIME RECORDED: _____



AGENDA ITEM NO. 1.3
Ellis County Commissioners' Court
January 28, 2020



SHORT TITLE:

Final Plat – Crestview Acres Addition Lot 7, Block 1 Final Plat
Parcel ID – 149374

LEGAL CAPTION:

Consider and act upon a final plat of Crestview Acres Addition, Lot 7, Block 1. The property contains ± 4.12 acres of land ± 100 feet southwest from the intersection of Hunsucker Road and Alvin Lane, in the extraterritorial jurisdiction (ETJ) of the City of Red Oak, Road & Bridge Precinct No. 1.



APPLICANT:

Juan P. Mendez



PURPOSE:

The applicant is requesting to plat one (1) lot for residential use in an unrecorded subdivision.



HISTORY:

Since this property is located in the ETJ of the City of Red Oak, the applicant filed a plat application there. Based on the County's interpretation, the 30 days for necessary action on the plat starts on the day the City receives the plat. The applicant, not the Responsible Office, submitted this plat to the County after the City of Red Oak approved it. Staff had no prior knowledge or notice of this plat coming forth.

Although this lot does not appear to meet the County's minimum 150 feet road frontage requirement, this lot configuration had not changed since 1970 due to a judgment from a district court, before the County's minimum road frontage requirements of 75 feet in 1971 came into effect. As such, no variance is required. If a variance was required, it is now a moot point, as this plat is technically past the 30 days to take action.

As such, due to the City not following the current plat interlocal agreement and without any action from the Court, this plat is now deemed approved as it has passed the 30-day timeline for action.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

According to the 2019 Plan, Cole Road is not a designated thoroughfare; however, the plat shows 50 feet of dedication for Cole Road, converting it from a prescriptive to a dedicated right-of-way, thereby meeting the County's minimum criteria of 30 feet.



Water Provider:

Rockett will provide service to the one (1) new lot via a 2-inch line along Hunsucker Road as there is an existing meter on this site.



ANALYSIS:

This plat is a classic example of how the plat interlocal agreement, which currently requires two (2) governmental approval authorities within 30 days is not working.

Due to Red Oak not following the adopted plat interlocal agreement and informing County staff, the plat was technically approved around the beginning of the year and but the applicant did not deliver it to us until January 13, 2020. In large part, due to the City's negligence of getting the plat to the County in a timely fashion, the County is penalized exclusively and has to refund the applicant 50% of the plat application fee, which in this case is \$399. Staff is already working with the Treasurer and Auditor on a process should this reluctantly happen again.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

To get the plat filed with the County Clerk and get the necessary signatures on the plat, the Court is compelled to "approve" this plat application. Failure to do so will allow the applicant to possibly seek a writ of mandamus from the District Court to force approval.



APPROVED AND PRESENTED BY:

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



AGENDA ITEM NO. 1.4
Ellis County Commissioners' Court
January 28, 2020



SHORT TITLE:

Discontinue maintenance and vacate Ruth Road.

LEGAL CAPTION:

Consider & act upon a request to discontinue maintenance and vacation of a county road, Ruth Road, in accordance with Chapter 251 of the Texas Transportation Code. Ruth Road is located on the north side of FM 879 and ± 3,500 feet west of Boyce Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Ellis County, Precinct No. 1.



APPLICANT:

Cory Murray



PURPOSE:

At the request of the Commissioners' Court, this item was tabled at the last meeting on January 14, 2020 to allow staff additional time to research alternatives with it scheduled to be brought back at the next meeting on January 28, 2020.

Eight (8) property owners within Precinct No. 1 have petitioned the Court to discontinue maintenance and vacate Ruth Road. There is not any visible traffic along this dirt road and has not been maintained by the County in years. Although it appears in the official 2005 road list adopted by the Court, it has not appeared in any road reports since at least 2012.

Ruth Road is a prescriptive road measuring approximately ± 2,630 feet long and ± 34 feet wide. Its replacement, Ryder Lee Lane, located ± 290 feet east of Ruth Road, has been built to the County's current regulations with the Murray Estates subdivision and considered an upgraded replacement for Ruth Road. The road and right-of-way for Ryder Lee Lane were dedicated with the Murray Estates final plat.



HISTORY:

The City of Waxahachie approved the final plat at its meeting on July 1, 2019. The Commissioners' Court approved the final plat on November 19, 2019.



OTHER RELEVANT INFORMATION:

Section 251.051 (c) of the Transportation Code allows the Commissioners' Court to discontinue a public road when a new road is designated and ready to be replaced. With the approval of this plat and subsequent bonds, Ryder Lee Lane will serve as an upgraded replacement and satisfies this requirement.



Section 251.052 (c) of the Transportation Code requires a posting for at least 20 days “at the courthouse door and two (2) other places in the vicinity of the affected route.” These postings occurred on December 18 and 19, 2019, respectively, and satisfy the legal requirements.

A copy of the signed petition is found in Attachment No. 2, and the support letter from the adjacent property owners for this request is found in Attachment No. 3.



ANALYSIS:

Upon review, the petition to discontinue maintenance and abandon Ruth Road and have Ryder Lee Lane serve as its replacement meets all legal requirements.



ATTACHMENTS:

1. Location Map
2. Petition
3. Draft Minute Order



RECOMMENDATION:

Staff recommends the Court act in the following manner:

1. **Approve** the request to discontinue maintenance of Ruth Road
2. **Approve** the request to vacate Ruth Road
3. **Designate** Ryder Lee Lane to serve as its replacement.

Per Chapter 251 of the Texas Transportation Code, a unanimous vote is required for vacating a public road, but not to discontinue maintenance.

Other alternatives will be discussed in Court should the above-requested actions are not feasible.



PREPARED AND PRESENTED BY:

Sara Garcia
Development Process Manager



APPROVED BY:

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

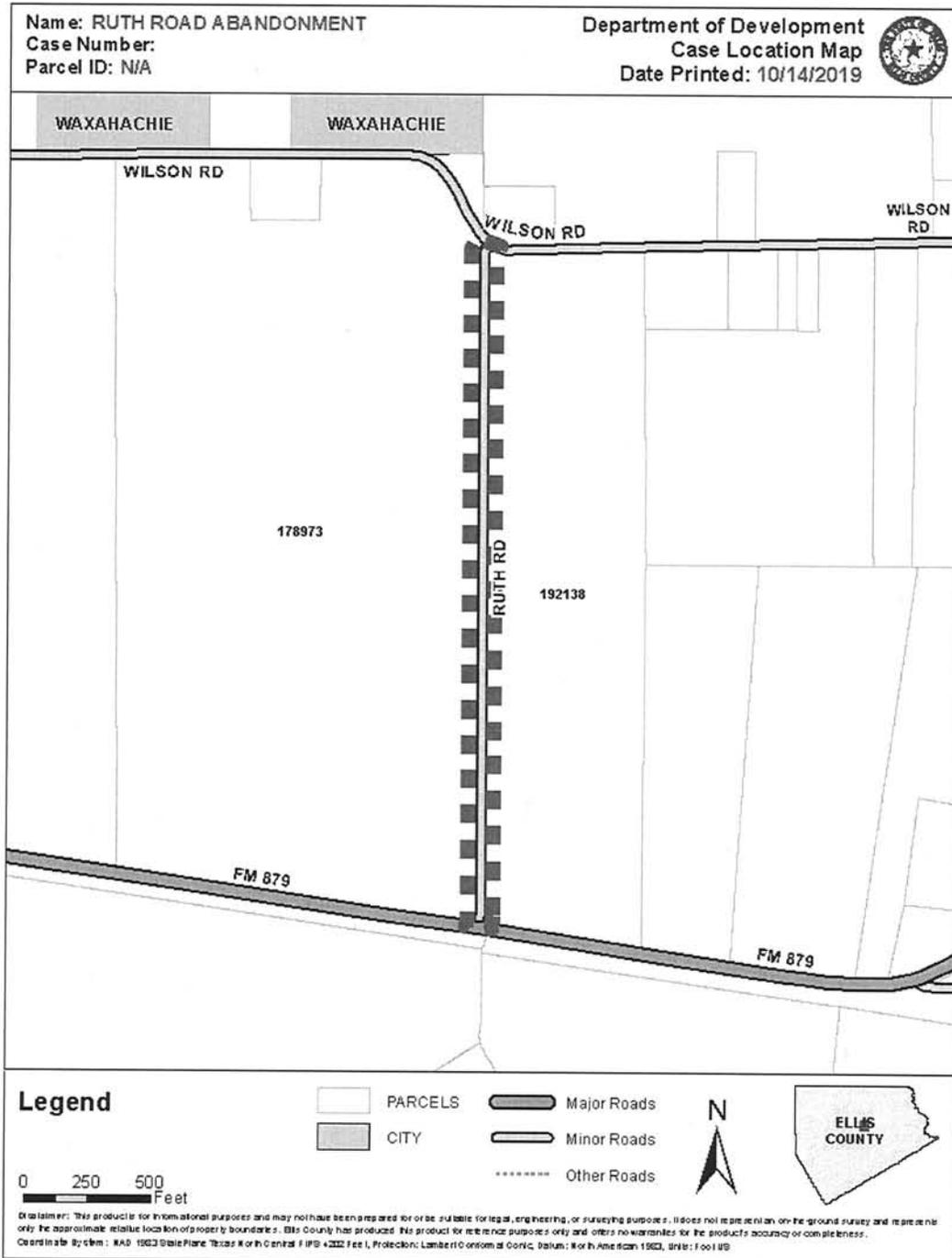


DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENT NO. 1 LOCATION MAP - RUTH ROAD





ATTACHMENT NO. 2 – PETITION

NOTICE OF INTENT TO APPLY FOR ORDER CLOSING, DISCONTINUING,
ABANDONING AND VACATION COUNTY ROADWAY

We the undersigned landowners, hereby give NOTICE that we are applying to the Ellis County Commissioners Court for an Order Pursuant to the provisions of Tex. Trans. Code 151.052 and 151.058 closing, discontinuing, abandoning and vacating the following public roadway.

Insert legal description here with attached survey as exhibit

A hearing on the proposed closing will be conducted on the first regular meeting of the Ellis County Commissioners' Court following the expiration of twenty days from the date of this Notice.

Signature of requestor: [Signature]
DATED this the 25 day of September, 2019

Printed Name Tim Jennings
Address 1451 Fm 813 Paloma, Tx
Telephone 214-980-9027
Signature [Signature]

Printed Name RON BARNES
Address 105 Ridge Crest Dr.
Telephone REG DENT TX 75154
Signature [Signature]

Printed Name Bob Hamlin
Address 1546 Bluff Springs Rd
Paloma, TX
Telephone 214-980-9605
Signature [Signature]

Printed Name ION M. LAUGHLIN
Address 100 GREEN OAKS CIR
Telephone 469-315-9955
Signature [Signature]

Printed Name Karen Salazar
Address 681 Orr Circle, Paloma, TX 75152
Telephone 972-748-9123
Signature [Signature]

Printed Name Mary Alice Deviney
Address 321 Blue Ribbon Rd
Telephone 972-965-8335
Signature [Signature]

Printed Name Andrew D. Guest
Address 3435 Wason Blvd, Paloma 75152
Telephone 972-921-5994
Signature [Signature]

Printed Name Brett Hess
Address 327 Blue Ribbon Rd Paloma, TX
Telephone 214-207-5431
Signature [Signature]



ATTACHMENT NO. 3 – COURT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO.

DISCONTINUE MAINTENANCE AND VACATE A COUNTY ROAD – RUTH ROAD,
ROAD AND BRIDGE PRECINCT NO. 1.

On this the 28th day of January 2020, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS DISCONTINUING MAINTENANCE AND VACATING A COUNTY ROAD – RUTH ROAD WITHIN THE EXTRAJURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 1, WITH LOCATION 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 DISCONTINUANCE AND VACATION.

The Commissioners' Court finds that the discontinuation and vacation are incorporated into the body of this order as if fully set forth herein, and the granting of the change will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the roadway. In accordance with Chapter 251 of the Texas Transportation Code, the Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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Commissioners' Court approves discontinuing maintenance on "Ruth Road," vacates "Ruth Road" from the Ellis County Road and Bridge public road and maintenance system and designates Ryder Lee Lane as its replacement effective immediately by this Order. By vacating this road, "Ruth Road" Commissioners' Court hereby terminates the existence of the above named.

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 roadway and which are not expressly amended by this Order, the provisions of this Order shall be controlling.

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 28TH DAY OF JANUARY 2020.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

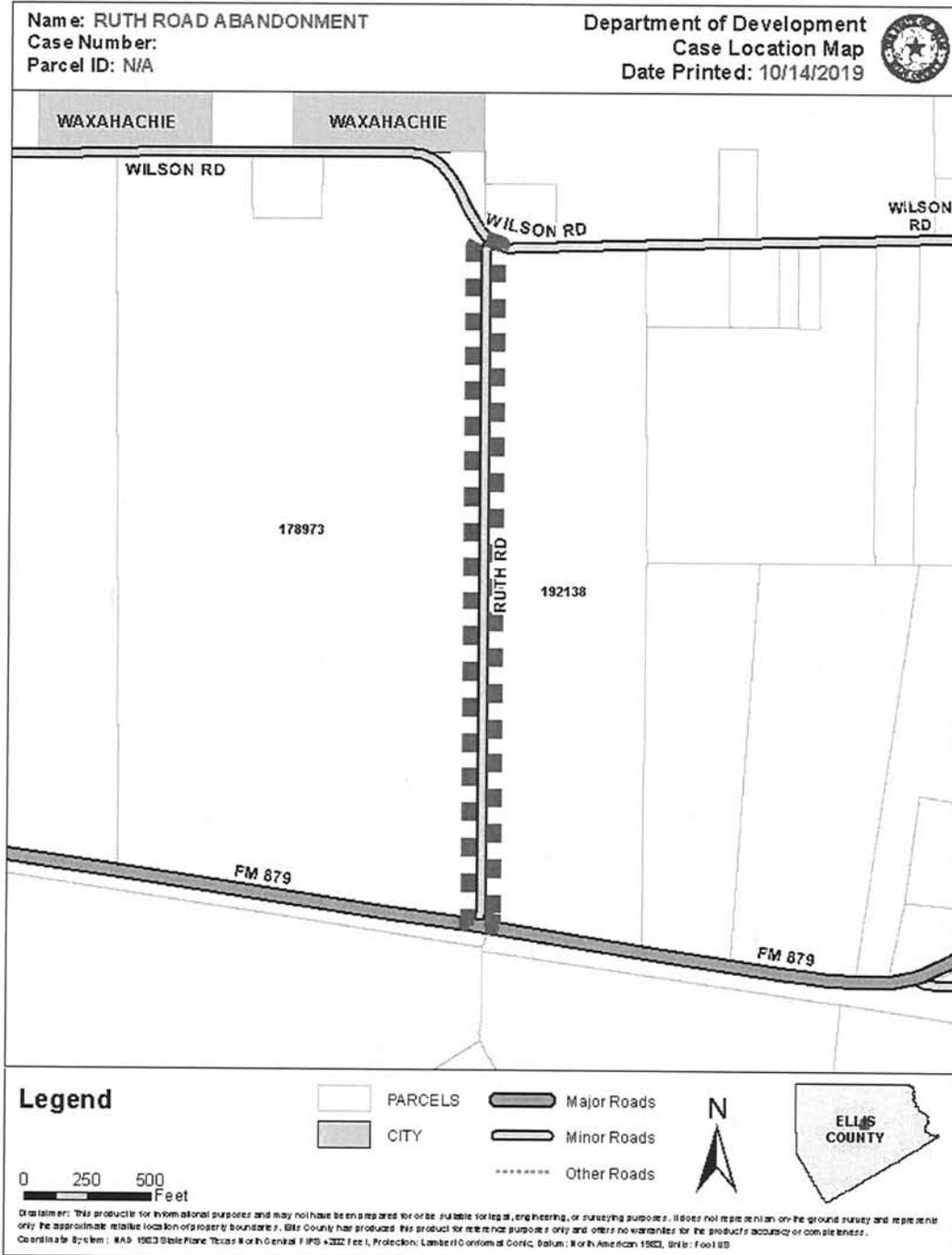
Commissioner Kyle Butler, Precinct No. 4

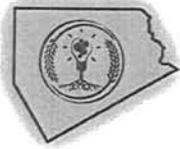
ATTEST:

Krystal Valdez, County Clerk



EXHIBIT A
Location Map





AGENDA ITEM NO. 1.5
Ellis County Commissioners' Court
December 30, 2019



SHORT TITLE:

Final Plat – Cisneros Simon Addition Plat
Parcel ID – 247967

LEGAL CAPTION:

Consider & act upon a final plat of Cisneros Simon Addition. The property contains ± 5.44 acres of land in the R. Pena Survey, Abstract No. 3, located on Eason Road, ± 1,580 feet northwest of Chemlar Lane, in the extraterritorial jurisdiction (ETJ) of Ennis, Road & Bridge Precinct No. 1.



APPLICANT:

German Cisneros



PURPOSE:

The applicant is requesting to plat two (2) lots for residential use.



HISTORY:

No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

According to the 2019 Plan, Eason Road is not a designated thoroughfare; however, the plat shows 30 feet of dedication for Eason Road, converting it from a prescriptive to a dedicated right-of-way.

Water Provider:

East Garrett W.S.C. will provide service to two (2) lots via a 4-inch line along Eason Road.



ANALYSIS:

Upon review of the plat, Cisneros Simon Addition Plat meets the County's subdivision regulation guidelines.



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

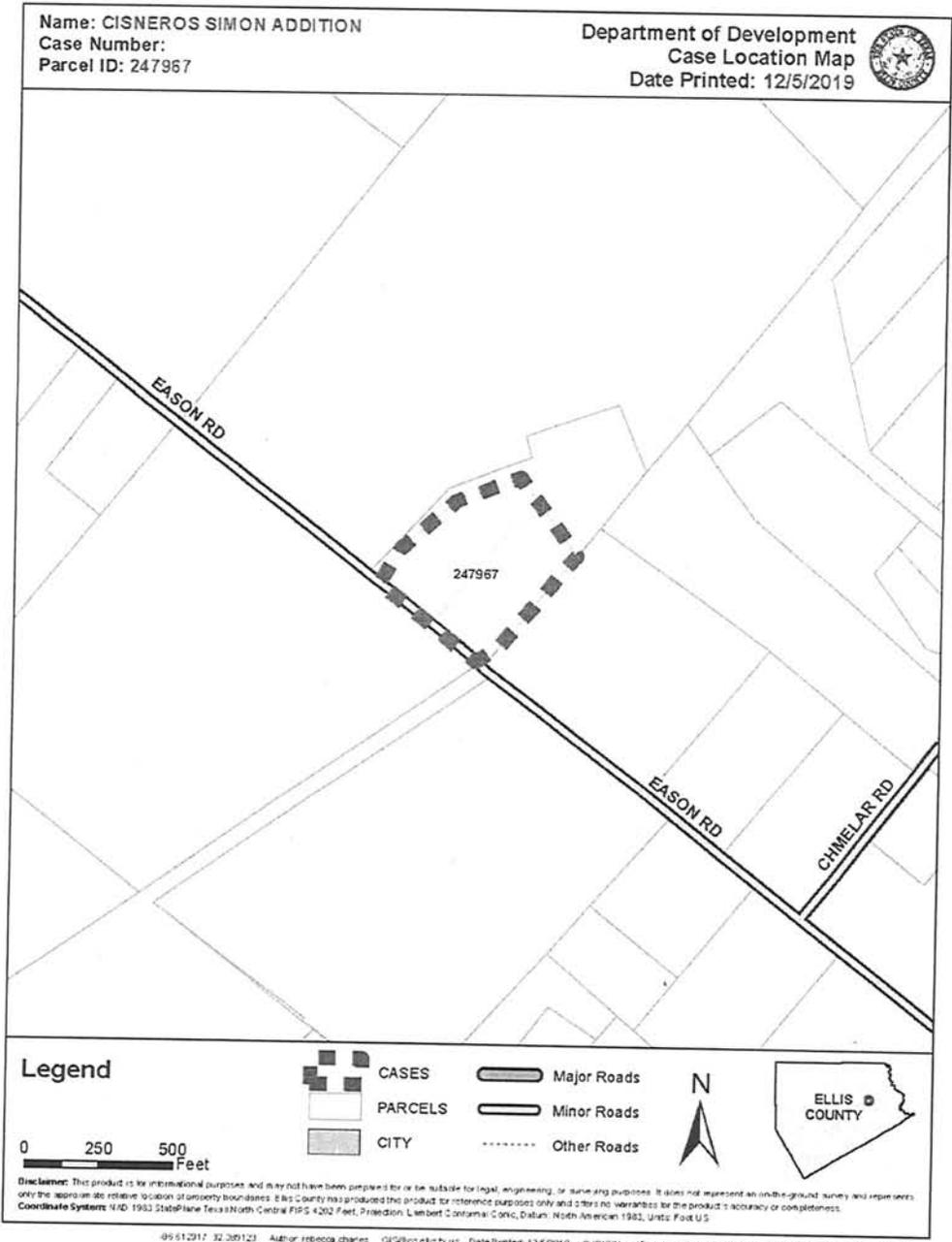


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP

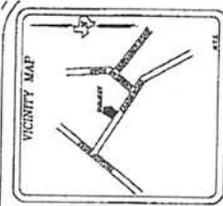




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Ellis County

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ATTACHMENT NO. 2 – PLAT



NOTE: THIS PLAT SHOWS ALL AREAS OF PLAT PROPERTY. THE STATE OF TEXAS, COUNTY OF ELLIS, AND CITY OF DENVER, COLORADO, ARE THE OWNERS OF THE PLAT PROPERTY. THE PLAT PROPERTY IS SUBJECT TO THE PLAT RIGHTS AND OBLIGATIONS OF THE STATE OF TEXAS, COUNTY OF ELLIS, AND CITY OF DENVER, COLORADO. ALL INFORMATION IS SUBJECT TO THE PLAT RIGHTS AND OBLIGATIONS OF THE STATE OF TEXAS, COUNTY OF ELLIS, AND CITY OF DENVER, COLORADO.

OWNER'S ADDRESS
BRIAN K. SIMON JR.

STATE OF TEXAS
COUNTY OF

CITY OF DENVER, COLORADO

APPROVED BY AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2018

REGISTERED PLAT FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF

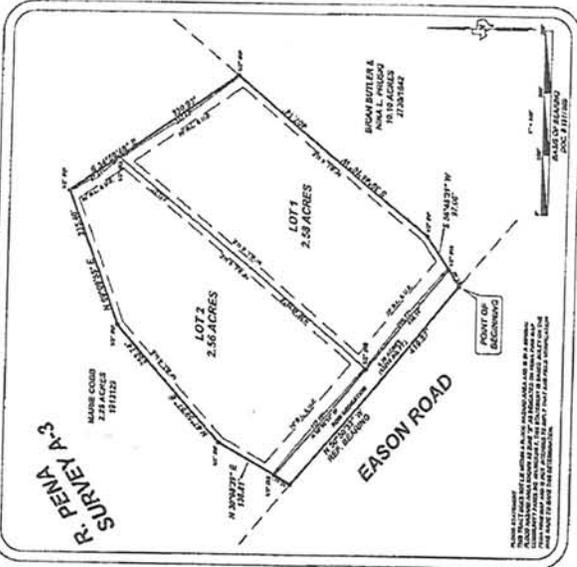
CITY OF DENVER, COLORADO

APPROVED BY AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2018

REGISTERED PLAT FOR THE STATE OF TEXAS

THIS PLAT HAS BEEN APPROVED BY THE DEPARTMENT OF DEVELOPMENT OF DENVER, COLORADO, FOR AN ON-SITE SEWAGE FACILITY SYSTEM PROVIDING ALL INFORMATION AS REQUESTED BY THE STATE COUNTY DEPARTMENT OF DEVELOPMENT.

DEPARTMENT OF DEVELOPMENT, _____ DATE _____



OWNER'S CERTIFICATE OF TITLE
I, BRIAN K. SIMON JR., do hereby certify that I am the owner of the above described property and that I have the right to execute this plat. I have read the plat and understand its contents. I have also read the rules and regulations of the State of Texas, County of Ellis, and City of Denver, Colorado, and I understand the consequences of this plat. I have also read the rules and regulations of the State of Texas, County of Ellis, and City of Denver, Colorado, and I understand the consequences of this plat. I have also read the rules and regulations of the State of Texas, County of Ellis, and City of Denver, Colorado, and I understand the consequences of this plat.

APPROVED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS
THIS THE _____ DAY OF _____ 2018.
COUNTY JUDGE _____ COUNTY CLERK _____

**FINAL PLAT
LOTS 1 & 2
CISNEROS SIMON ADDITION**
FINAL PLAT
5.44 ACRES
R. PENNA SURVEY, A-3
ELLIS COUNTY, TEXAS

HARDIN SURVEYING
P.O. BOX 427
MCKINNEY, TEXAS 75069
(972) 825-5200
www.hardinsurveying.com

OWNER/DEVELOPER
BRIAN K. SIMON JR.
403 W. LAKE STREET
ENNIS, TEXAS 75119
(469) 385-9302

OWNER/DEVELOPER
GERMAN CISNEROS
609 E. WACO STREET
ENNIS, TEXAS 75119
(972) 825-6938



AGENDA ITEM NO. 1, 6
Ellis County Commissioners' Court
December 30, 2019



SHORT TITLE:

Release a performance bond and accept a maintenance bond for Murray Estates.

LEGAL CAPTION:

Consider and act upon a request to release a performance bond and accept a maintenance bond for Murray Estates. The property contains a total of ± 39.60 acres of land located on the north side of FM 879 ± 1,120 feet west of Boyce First Street in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT(S):

SYB Construction Company on behalf of Murray Estates Subdivision



PURPOSE:

The applicant is requesting the County release the performance maintenance bond for Murray Estates subdivision and accept a two-year maintenance bond.

The Commissioners' Court approved the final plat for this 34-lot subdivision on November 19, 2019.

On March 5, 2019, the Commissioners' Court approved a performance bond in the amount of \$668,195.60. The maintenance bond is for \$267,278.24.



ANALYSIS:

Staff inspected the infrastructure constructed in Murray Estates Subdivision, and it meets the current County regulations.

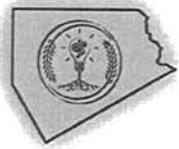


RECOMMENDATION:

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

- 1) **Approve** this request to release Performance Bond No. 1074850 in the amount of six hundred sixty-eight thousand one hundred and ninety-five dollars and sixty cents (\$668,195.60) for Murray Estates Subdivision, issued by The Hanover Insurance Company.
- 2) **Accept** a Maintenance Bond No. 1074850 in the amount of two hundred sixty-seven thousand two hundred seventy-eight dollars and twenty-four cents (\$267,278.24) for Murray Estates subdivision.





DEPARTMENT OF DEVELOPMENT
Ellis County

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

1. Copy of Maintenance Bond No. 1074850 for Murray Estates Subdivision.
2. Draft Order with final plat releasing the performance bond and accepting the maintenance bond.

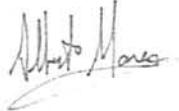


PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:



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



DEPARTMENT OF DEVELOPMENT
Ellis County

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ATTACHMENT NO. 1 – COPY OF MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, SYB Construction Company, Inc.
as Principal(s), and the The Hanover Insurance Company, a corporation existing under the laws of the
State of NH 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 ^{Two Hundred Sixty Seven Thousand Two Hundred Sixty Seven Dollars and} Twenty Four Cents Dollars
(USD) (\$ 267,278.24), 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 30th day of December, 20 19.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named
Principal(s) did on the this 30th day of December, 20 19 enter into a
contract with Ellis County Judge Todd Little, or their successors in office, for the
construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches
and channels in the subdivision, Murray Estates, Ruth Rd., Waxahachie, TX 75165, to the
satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
SYB Construction Company, Inc. 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 _____ 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.

SYB Construction Company, Inc.
PRINCIPAL(S)

Shuday Bennett
PRINTED NAME
Vice President
TITLE

The Hanover Insurance Company
SURETY

Jack H. Crowley
PRINTED NAME Jack H. Crowley
Attorney-in-Fact
TITLE



DEPARTMENT OF DEVELOPMENT
Ellis County

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THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Steven R. Foster, Jack M. Crowley, Laurie Pflug, and Teuta Luri

Of Willis of Texas, Inc. of Dallas, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company, Adopted April 14, 1982 - Massachusetts Bay Insurance Company, Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of November, 2019.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

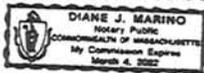


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kamiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 26th day of November, 2019 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____

CERTIFIED COPY

Theodore G. Martner, Vice President



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 30th 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:

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

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

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS RELEASING PERFORMANCE BOND NO. 1074850 IN THE AMOUNT OF SIX HUNDRED SIXTY-EIGHT THOUSAND ONE HUNDRED AND NINETY-FIVE DOLLARS AND SIXTY CENTS (\$668,195.60) AND ACCEPTING THE MAINTENANCE BOND NO. 1074850 IN THE AMOUNT OF TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY-FOUR CENTS (\$267,278.24) FOR MURRAY ESTATES SUBDIVISION, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT "A," PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, 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 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

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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 Murray Estates Subdivision has been built in accordance the County's current adopted Development Regulations & the infrastructure has been maintained thereby satisfying the criteria outlined in Section VII (B) (3) (i) of the adopted Development Regulations, and releases Performance Bond No. 1074850 in the amount of six hundred sixty-eight thousand, one hundred and ninety-five dollars and sixty cents (\$668,195.60.)

SECTION 2. ACCEPTANCE OF MAINTENANCE BOND

The Commissioners' Court accepts Maintenance Bond No. 1074850 for infrastructure maintenance in the Murray Estates Subdivision of two hundred sixty-seven thousand, two hundred seventy-eight dollars and twenty-four cents (\$267,278.24) issued December 30, 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

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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 30TH DAY OF DECEMBER 2019.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

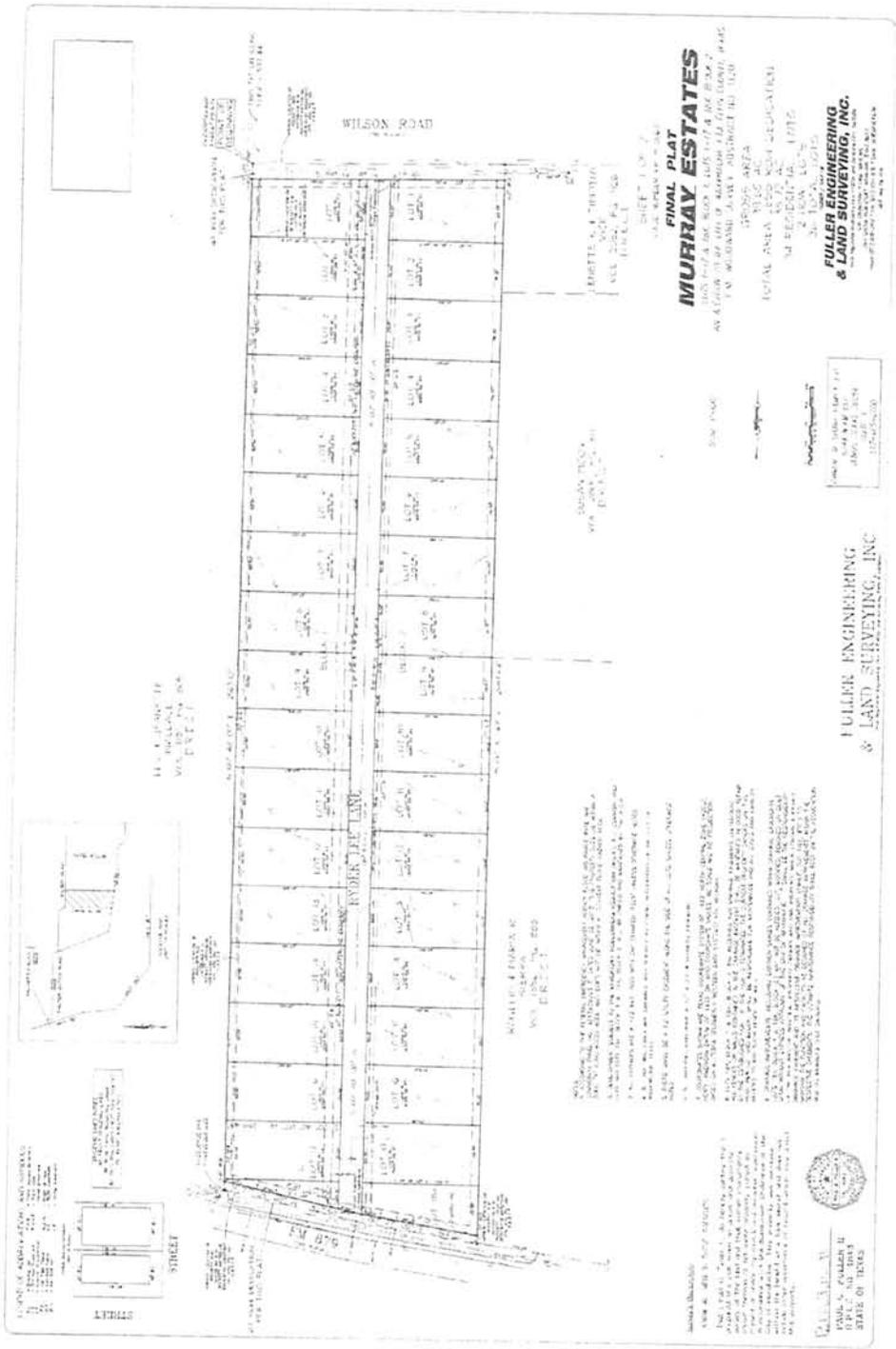
Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk

EXHIBIT A – FINAL PLAT



RFB-2019-018 – CONTRACT FOR SALE OF SCRAP METAL AND VEHICLES

STATE OF TEXAS}
COUNTY OF ELLIS}

Agenda Item# _____
Date: _____

WHEREAS, the bid package **RFB-2019-018** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____ for **RFB-2019-018** in quantities and at prices as set forth in the bid package: and

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

THAT IN ACCORDANCE with bid package **RFB-2019-018** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

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

Prior Agreements Superseded

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

Amendment

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

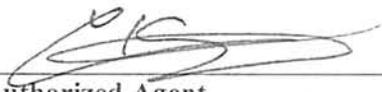
The contract for **Scrap Metal and Vehicles for Ellis County, Texas** shall be for an initial one-year period from February 4, 2020 and expiring on February 3, 2021.

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

Date signed: _____

VENDOR

ELLIS COUNTY

By: 

Authorized Agent
Chad Smith GM

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

Attest: _____
Krystal Valdez, County Clerk
Ellis County, TX



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

July 23, 2019

Sent via Email to: paula@lonestarauctioneers.com

Paula Hooper
Lone Star Auctioneers
4629 Mark IV Pkwy
Fort Worth TX 76106

Re: Auction Services
BuyBoard Contract 541-17

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under **Auction Services**, Contract **541-17**, for which the current term is set to expire August 31, 2019. At this time, we are renewing your contract through **August 31, 2020**. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member. Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

RESOLUTION OF THE ELLIS COUNTY COMMISSIONERS COURT

DECLARING THE COUNTY OF ELLIS, TEXAS TO BE A SANCTUARY FOR LIFE
AND URGING THE CITIZENS OF THE ELLIS COUNTY TO PROMOTE AND
DEFEND THE INALIENABLE RIGHT TO LIFE AND THE INHERENT DIGNITY
OF ALL HUMAN BEINGS, INCLUDING THE PRE-BORN, FROM CONCEPTION
OR FERTILIZATION THROUGH ALL STAGES OF DEVELOPMENT

WHEREAS, the Declaration of Independence affirms that all men are created equal and have been endowed by the Creator with unalienable rights— chief among them the right to life— and that the protection of these rights is an affirmative duty of federal, state, and local governments; and

WHEREAS, a surgical or chemical abortion is the purposeful and intentional termination of the life of a child in the womb, with unique DNA and personhood, and is thus by definition an act of murder; and

WHEREAS, the Fifth and Fourteenth Amendments to the United States Constitution provide for the protection of human life and liberty; and

WHEREAS, the Supreme Court of the United States in *Poelker v. Doe* (432 US 519, 1977) concluded that “the Constitution does not forbid a State or city, pursuant to democratic processes, from expressing a preference for normal childbirth” instead of abortion; and

WHEREAS, state police power derives from the Tenth Amendment to the United States Constitution, which gives states the powers “not delegated to the United States;” and

WHEREAS, the power to establish and enforce laws protecting the welfare, safety, and health of the public is a core function of the state’s Tenth Amendment police power; and

WHEREAS, Chapter 2272 of the Government Code, prohibits any political subdivision of the State of Texas from using taxpayer dollars to fund any abortion provider or an affiliate of an abortion provider; and

WHEREAS, Section 2272.005 of the Government Code, grants Ellis County the power to ban abortions within its borders; and

WHEREAS, the Ellis County Commissioners Court desires to express its deep concern that all human beings, at every stage of development, including before birth, in the county of Ellis should be afforded protection from acts of cruelty, and be treated humanely and with dignity; and

WHEREAS, the Ellis County Commissioners Court affirms its commitment to use any legal means available necessary to protect the unborn; and

NOW, THEREFORE, BE IT RESOLVED:

1. Ellis County Commissioners’ Court hereby recognizes and declares the full humanity of the preborn child and declares Ellis County to be a sanctuary for the preborn where the dignity of every human being will be defended and promoted from conception or fertilization through all stages of development.
2. Ellis County Commissioners’ Court hereby resolves to enforce this resolution by all means within its power, in accordance with its responsibility as the people’s elected local

**CONTRACT FOR SERVICES BETWEEN ELLIS COUNTY
&
WRC PREGNANCY CENTER OF ELLIS COUNTY DBA FIRSTLOOK**

THIS AGREEMENT, ("AGREEMENT") made and entered into by and between ELLIS COUNTY, a body corporate and politic under the laws of the State of Texas, ("COUNTY"), PER COMMISSIONER'S COURT approval of budget FY 2019-2020, and WRC PREGNANCY CENTER OF ELLIS COUNTY, DBA FIRSTLOOK, a private nonprofit organization, ("CENTER"):

WITNESSETH:

WHEREAS, the CENTER provides no-cost obstetrical ultrasound as part of its medical, educational and support services to help women feel educated, equipped and empowered to choose childbirth.

WHEREAS, the CENTER promotes childbirth rather than abortion in response to a pregnancy and does not promote, refer for, or provide abortions.

WHEREAS, the COUNTY is authorized to enter into this AGREEMENT and desires to enter into this AGREEMENT as promoting life-affirming alternatives to abortion in Ellis County.

WHEREAS, the CENTER shall not provide nor shall this AGREEMENT be interpreted to cause the CENTER to provide, any service intended to go against the CENTER's mission and core values.

NOW THEREFORE, in consideration of the mutual AGREEMENTs, covenants and benefits to the parties hereto, it is agreed as follows:

1. Services to be provided

The CENTER agrees to provide the following service to the COUNTY.

- A. Maintain a safe, private, comfortable setting where the CENTER services can be provided to mothers and fathers.
- B. Provide obstetrical ultrasound services to mothers coming to the CENTER for pregnancy testing, giving mother, father, and other support persons the opportunity to see their baby for the first time.
- C. Perform ultrasound to determine location of pregnancy, viability, and gestational age. These finding provide the following benefits:
 - a. If the pregnancy is not inside the uterus, an early ectopic may be identified by the CENTER prompting early intervention before an emergency arises.

- b. If the pregnancy is ectopic and the patient is abortion-minded, this early finding would most likely prompt the patient into immediate emergency medical care instead of seeking an abortion.
 - c. It is important to know if the pregnancy is viable. If there is no heartbeat, the patient will be referred directly into emergency medical care.
 - d. The age of the fetus determines the type of abortion procedure that might be done. The gestational age informs the CENTER staff in the Pregnancy Options Counseling and allows them to tailor the information to the mother and father. It also helps the patient to make an informed decision as many patients do not fully understand the present and future impacts of the abortion procedures.
- D. Allow all patients to see baby, the heartbeat, and fetal movement.
 - E. Offer every mother printed ultrasound images.
 - F. Invite fathers and other support persons into the ultrasound exams with the mother's permission because these persons either support abortion or encourage parenting or adoption and are a part of the mother's decision-making process and support system.
 - G. Allow visitors in the ultrasound room with the mother's signed informed consent.
 - H. Advise prompt medical care for unusual findings.
 - I. Advise prompt prenatal care, supported with a physician referral list.
 - J. Follow-up by Registered Nurses with all mothers with unusual ultrasound findings.
 - K. Provide for the timely review of all ultrasound exams by the licensed Medical Director of the CENTER.
 - L. Provide services with sonographers who are Registered Nurses and have completed training in Limited Obstetrical Ultrasound, with continuing education.
 - M. The CENTER shall not advise any patient to obtain an abortion.

2. Payment for Services

- A. The COUNTY agrees to pay the CENTER a total amount of Thirty Thousand Dollars (\$30,000) for services to be rendered throughout the term of this AGREEMENT.
- B. COUNTY shall be entitled to take whatever steps it deems necessary to obtain or provide required services which are provided hereunder from any alternative sources or in a manner deemed appropriate presently or at any future time by the COUNTY.

3. Term

The term of this AGREEMENT shall be for one year and commence October 1, 2019 and end on September 30, 2020.

4. Renewal and Termination

This AGREEMENT shall automatically renew from year to year unless either party gives the other party at least thirty (30) days' notice of termination prior to June 30 of that particular year.

5. Financial Records and Audit

- A. The CENTER agrees to make its financial records available for audit and/or review by the COUNTY and at the COUNTY's discretion. In addition CENTER agrees provide the COUNTY the following data and/or reports:
1. All external or internal audits;
 2. All external or internal evaluation reports;
 3. Performance and statistical reports regarding CENTER's activities;
 4. An explanation of any major changes in program services; and
 5. Documentation in satisfactory form evidencing CENTER's nonprofit status. Texas Corporate Charter, tax-exempt status, and IRS 990 report with schedule A for the most recent preceding year.
- B. Copies of the above-mentioned documents should be mailed to the:
- Todd Little, Ellis County Judge
101 W. Main Street
Waxahachie, Texas 75165
(Such addresses are subject to change upon written notification.)

6. Compliance with Laws

In performing the obligations required of the CENTER under the terms of this AGREEMENT, the CENTER will comply with all applicable federal, state COUNTY, and COUNTY ordinances, rules and regulations.

Additionally, no interpretation of this AGREEMENT, shall require the CENTER to provide or disclose any confidential information on any person receiving services at the CENTER as protected by law, without an order of a lawful Court of jurisdiction.

7. Assignment

The CENTER will not assign or transfer the AGREEMENT or any right hereunder without the prior written consent of the COUNTY.

8. Notices

Any notice permitted or required to be given by the COUNTY to the CENTER may be given by depositing the same in the United States Mail registered, return receipt requested, with postage and registry fee prepaid and addressed to the enter at the following address.

FirstLook
1204 Ferris Avenue, Suite E
Waxahachie, Texas 75165

Or to such other address the CENTER may furnish the COUNTY. Any change in address shall be in writing, signed by the CENTER, and shall be delivered to the COUNTY Judge, provided the foregoing shall not prevent the giving of actual notice to the CENTER in any manner. Any notice permitted or required by the CENTER to the COUNTY shall likewise be in writing and shall be delivered or deposited in the United States Mail, registered, return receipt requested, with postage and registry fee prepaid, and addressed to the COUNTY at the following address:

Todd Little, Ellis County Judge
101 W Main Street
Waxahachie, Texas 75165

9. Severability

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the AGREEMENT, and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the AGREEMENT.

10. Agreement

This AGREEMENT shall supersede any and all prior AGREEMENTs between the parties relating a Contract of Service, and to the extent of any inconsistencies in the provisions of the AGREEMENT and any prior AGREEMENT, the provisions of this AGREEMENT shall control. Each party represents that it has proper authority to enter into this AGREEMENT.

11. Independent Contractor

CENTER hereby agrees that they or any employee of CENTER shall not be considered an employee of COUNTY under the concept of the borrowed servant doctrine or otherwise. CENTER hereby acknowledges that it is an independent contractor and is now performing the function of the AGREEMENT under the supervision and control of COUNTY as an employee, agent or otherwise.

12. No Waiver

The failure or delay in the enforcement of the rights in this AGREEMENT by COUNTY shall not constitute a waiver of those rights or be deemed a basis for estoppel. COUNTY may exercise its rights under this AGREEMENT despite the delay or failure to enforce rights.

13. Parties Bound

The AGREEMENT shall be binding upon and inure to the benefits of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. Entire Agreement

This instrument contains the entire AGREEMENT between parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect without a subsequent modification in writing signed by all the parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound the parties hereto have caused the AGREEMENT to be executed IN TRIPLICATE ORIGINALS by their duly authorized representatives on this the ____ day of January, 2020, and hereby have RATIFIED their mutual AGREEMENT hereto.

Pursuant to Section 2270.002, Texas Government Code, by executing this AGREEMENT, you verify that you, your company, and your employees: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

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

CENTER:
WRC Pregnancy Center of Ellis County,
Dba FirstLook

COUNTY:
Ellis County

Donna Young, CEO

Todd Little, County Judge

ATTEST:

Witnessed by: Krystal Valdez



ELLIS COUNTY ELECTIONS

Jana Onyon, CERA
Elections Administrator

January 15, 2020

TO: Commissioners Court held on January 28, 2020
FROM: Jana Onyon, Elections Administrator
SUBJECT: Rental Agreement

Attached is a Rental Agreement between Ellis County and Election Systems & Software (ES&S). This agreement is for 50 ExpressVote Ballot Marking Device Terminals with needed accessories. Dan Glotzer with the State of Texas has pre-approved this rental. Cost will be fully paid for by the State of Texas which pays for all Primary Election Day expenses.

The rationale for this rental is due to the long ballot and high anticipated turnout on election day during the primary election. Republicans have 10 propositions on their ballot and the Democrats have 11 propositions on their ballot. 2016 Primary election day turnout was 18,000+ voters and we are anticipating over 20,000+ voters on Election Day March 3, 2020. This will be the first major election after going to Vote Centers. As major elections occur, we will be able to collect the turnout data to identify the volume of voter traffic at each of the Vote Centers. That data will help us allocate the correct number of devices to each Vote Center. We will have all 350 county owned equipment along with the rental of 50 out to all 35 polling locations on election day.

Ellis County will not be liable for any cost with this agreement.

It is recommended that Commissioners Court approve the agreement.



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Rental Agreement

Customer Contact, Title: Jana Onyon
 Customer Name: Ellis County, Texas

Customer P.O. #: _____
 Covered Election: March 3, 2020
 Estimated Delivery Date: February 2020
 Phone Number: (972) 825-5195
 Fax Number: (972) 923-5194

Type of Rental Equip: NEW REFURBISHED

Rental Term: February 1, 2020 through March 31, 2020

Bill To:
Ellis County, Texas
Jana Onyon
204 E Jefferson Street
Waxahachie, TX 75165

Ship To:
Ellis County, Texas
Jana Onyon
204 E Jefferson Street
Waxahachie, TX 75165

Item	Description	Qty	Price	Total
1	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, One (1) Standard 4GB Memory Device, and Roundtrip Shipping & Handling	50	\$665.00	\$33,250.00
2	ExpressVote BMD Soft-Sided Carrying Case	50	\$25.00	\$1,250.00
3	ExpressVote BMD Equipment Installation	50	\$105.00	\$5,250.00
Rental Order Total			\$	39,750.00

Freight Billable: yes no

Chris Moody
 Regional Sales Manager

 V.P. of Finance Date

 Customer Signature Date

 Title

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Delays in payment due to no fault of ES&S will be subject to interest charges in the maximum amount permitted by applicable law.

Invoices are due net 30 from invoice date.

Equipment Rental Pricing includes Roundtrip Shipping and Handling provided Customer utilizes the original boxes and packing materials to return the equipment to ES&S.

In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Any applicable state and local taxes are not included, and are the responsibility of Customer.

Return of Rental Equipment

ES&S shall provide the Customer with a Return Materials Authorization ("RMA") form which shall set forth all of the equipment and software to be returned upon the expiration or earlier termination of the Agreement. The Customer shall use this form when returning the equipment and software and label all boxes with the RMA number provided.

Customer shall be responsible for packaging and readying the equipment and software for return to ES&S by utilizing the original boxes and packing materials to return the equipment and software to ES&S. In the event the Customer requires ES&S to provide new boxes and packing material for return of the equipment and software, such items will be invoiced to Customer separately and shall be due and payable upon receipt of ES&S' invoice by Customer.

Customer is responsible for returning all equipment and other non-consumable items set forth above to ES&S upon the expiration or earlier termination of the Agreement. In the event the Customer fails to return any such equipment and/or non-consumable items upon the expiration or earlier termination of the Agreement, Customer shall pay ES&S at ES&S' then current rates for such equipment and/or non-consumable items which have not been returned to ES&S less any rental fees previously paid by Customer for such equipment and/or non-consumable items which have not been returned. ES&S shall invoice the Customer separately for any unreturned items and such invoice shall be due and payable upon receipt of ES&S' invoice by Customer.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Rental/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to rent and/or license, and Customer agrees to rent and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement during the Rental Term as defined in Section 10 below. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The rental payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment and ES&S Software shall, at all times, remain with ES&S. The consideration for ES&S' grant of the license during the Rental Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction during the Rental Term. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction during the Rental Term.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue during the Rental Term. ES&S may terminate either license if Customer fails to pay the rental fees when due, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon the expiration of the Rental Term, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S. Customer shall not use the ES&S Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the ES&S Equipment or affix to or install on the ES&S Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the ES&S Equipment from the place where it was originally installed, unless such ES&S Equipment is to be used at various polling places throughout the Jurisdiction, without ES&S' prior written consent. Customer shall make the ES&S Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of ES&S Equipment to any real property if, as a result thereof, such item of ES&S Equipment will become a fixture under applicable state law.

6. **Installation.** The front side of this Agreement specifies the items of ES&S Equipment or ES&S Software, if any, which ES&S' employees, agents or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services, as set forth on the front side of this Agreement. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the ES&S Equipment and ES&S Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment and ES&S Software, and has electric current of sufficient quality and quantity to operate the ES&S Equipment and ES&S Software. ES&S may, but shall not be required to, inspect the site and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. Customer shall be responsible for installing all items of equipment or software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that during the Rental Term (the "Warranty Period"), it will repair or replace, at Customer's designated location or at ES&S' designated location, as determined by ES&S in its sole discretion, any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism,

neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the rental payments to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a) OR 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Rental Term.** The period during which Customer shall rent the ES&S Equipment and license the ES&S Software from ES&S shall be in effect from **February 1, 2020 through March 31, 2020**, unless earlier terminated pursuant to this Agreement (the "Rental Term").

11. **Termination.** The Rental Term shall terminate upon the first to occur of the following (i) a breach of any material provision herein which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the non-breaching party (except a breach as provided in (iii) below which will require no notice), (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of a termination by the Customer in accordance with Section 11(ii) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the ES&S Equipment and ES&S Software to ES&S at its own expense and in the same operation, order, repair, condition and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the ES&S Equipment and ES&S Software to ES&S no later than ten (10) calendar days following the termination or expiration of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the ES&S Equipment and ES&S Software is returned to ES&S in accordance herewith.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the

assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses.

15. **Certification.** By execution of this Agreement, ES&S represents and warrants that:

a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the Rental Term of this Agreement; and

b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the Rental Term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

16. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(c), 8-11, 12(b), 13, 14 and 16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.