

A2

ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – NOVEMBER 17, 2020

THE ELLIS COUNTY COMMISSIONERS COURT MET ON MONDAY, NOVEMBER 17, 2020 AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

**MEMBERS PRESENT:**

**COUNTY JUDGE:** TODD LITTLE

**COUNTY CLERK:** KRYSTAL VALDEZ

**COMMISSIONERS:**

RANDY STINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

**OPENING COURT**

COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE – *COMMISSIONER RANDY STINSON*

**COMMENDATIONS/RECOGNITIONS:**

PRESENTATION OF CONGRESSIONAL VETERANS COMMENDATION AWARDS PRESENTED BY CONGRESSMAN RON WRIGHT FOR NAMED VETERANS.

**CONSENT AGENDA:**

**MINUTE ORDER 463.20**      APPROVING CONSENT AGENDA

**ADMINISTRATIVE:**

- A1      APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS.
- A2      APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM NOVEMBER 3, 2020; SPECIAL MEETING MINUTES FROM NOVEMBER 6, 2020 AND SPECIAL MEETING MINUTES FROM NOVEMBER 10, 2020. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3      ACCEPTING THE ELLIS COUNTY FIRE MARSHAL SURETY BOND AND OATH OF OFFICE. – *TIM BIRDWELL, ELLIS COUNTY FIRE MARSHALL*

**FINANCIAL:**

- F1 ACCEPTING THE ELLIS COUNTY INVESTMENT REPORT – 3<sup>RD</sup> QUARTER 2020. – *CHERYL CHAMBERS, TREASURER*
  
- F2 **FY2020-21 LINE ITEM ADJUSTMENT:** DECREASE 001-0140-505600 COMPENSATORY/FRINGE LIABILITY BY \$4,436.21; INCREASE 001-0190-505020 378<sup>TH</sup> DISTRICT COURT SALARIES – FULL TIME BY \$3,715.73; INCREASE 001-0190-505540 378<sup>TH</sup> DISTRICT COURT RETIREMENT BY \$436.23; INCREASE 001-0190-505530 378<sup>TH</sup> DISTRICT COURT SOCIAL SECURITY BY \$284.25. – *JANET MARTIN, COUNTY AUDITOR*
  
- F3 ACCEPTING A TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM OCTOBER 27, 2020 – NOVEMBER 6, 2020, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *JANET MARTIN, COUNTY AUDITOR*
  
- F4 ACCEPTING THE COUNTY AUDITOR’S MONTHLY REPORT FOR OCTOBER 2020, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.025. – *JANET MARTIN, COUNTY AUDITOR*
  
- F5 APPROVING THE USE OF CREDIT CARD REBATES IN ADDITION TO VENDING MACHINE COMMISSIONS FOR EMPLOYEE APPRECIATION EVENTS AND RECOGNITION; FUND AMOUNT WOULD ROLL FROM YEAR TO YEAR WITH A LIMIT OF NEW MONEY ADDED, NOT TO EXCEED \$10,000.00.
  
- F6 **FY2019-2020 LINE ITEM ADJUSTMENT:** LINE ITEM ADJUSTMENTS TO BALANCE EMPLOYEE INSURANCE LINE ITEMS; SEE ATTACHED SCHEDULE.
  
- F7 **FY2020-2021 LINE ITEM ADJUSTMENT:** DECREASE 012-0755-570000 CONTINGENCY – SURPLUS BY \$200,000.00; INCREASE 012-0755-508680 CONTRACT LABOR BY \$200,000.00. – *KYLE BUTLER, COMMISSIONER PRECINCT 4*
  
- F8 ACCEPTING THE DEPARTMENT OF DEVELOPMENT’S (DOD) MONTHLY FINANCIAL REPORT FOR OCTOBER 2020, AS REQUIRED BY CHAPTER 114.044 OF THE TEXAS LOCAL GOVERNMENT CODE.
  
- F9 ACCEPTING THE JUSTICE OF THE PEACE, PRECINCT 1’S MONTHLY FINANCIAL REPORT FOR OCTOBER 2020, AS REQUIRED BY CHAPTER 114.044 OF THE TEXAS LOCAL GOVERNMENT CODE.
  
- F10 APPROVING THE PAYMENT OF \$1,204.00 TO BE PAID TO HIBBS HALLMARK & COMPANY. ON SEPTEMBER 22, 2020 COMMISSIONERS COURT APPROVED \$449,414.00 WHICH OMITTED ONE LINE ITEM ON THE INVOICE; \$449,414.00 HAS BEEN PAID; TOTAL INVOICE AMOUNT IS \$450,618.00 – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO APPROVE BY GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**REGULAR AGENDA**

## **DEPARTMENT OF DEVELOPMENT**

**MINUTE ORDER 464.20** (1.1) APPROVING A PLAT OF BROOKS PLAINS. THE PROPERTY CONTAINS ± 15.155 ACRES OF LAND IN THE J. SMITH SURVEY, ABSTRACT NO. 962, LOCATED AT THE INTERSECTION OF OZRO ROAD AND FM 2258, VENUS, ROAD & BRIDGE PRECINCT NO. 3.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**MINUTE ORDER 465.20** (1.2) APPROVING A FINAL PLAT OF MAYPEARL FARMS. THE PROPERTY CONTAINS ± 7.576 ACRES OF LAND IN THE J. A. GAONA SURVEY, ABSTRACT NO. 386, LOCATED AT THE SOUTHEAST CORNER OF OLD BUENA VISTA ROAD AND WILEMON ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF MAYPEARL, ROAD & BRIDGE PRECINCT NO. 3.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 466.20** (1.3) APPROVING TO RELEASE A PERFORMANCE BOND FOR GREYSTONE ESTATES, LOT 14R. THE PROPERTY CONTAINS ± 10.997 ACRES OF LAND IN THE ABRAHAM SNIDER SURVEY, ABSTRACT NO. 981, LOCATED ON THE EAST SIDE OF SINGLETON ROAD, ± 2,430 FEET NORTH OF THE INTERSECTION OF SINGLETON ROAD AND CAMPBELL ROAD, WAXAHACHIE, ROAD & BRIDGE PCT. 3.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

## **PURCHASING**

**MINUTE ORDER 467.20** (2.1) APPROVING TO ENTER INTO A SOFTWARE AS A SERVICE AGREEMENT WITH TECHSHARE, LGC TO PROVIDE INDIGENT DEFENSE SOFTWARE FOR A PERIOD OF ONE (1) YEAR STARTING 2021 WITH A FEE OF \$12,019.00. – *SUSAN SOROS, INDIGENT DEFENSE COORDINATOR*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 468.20** (2.2) APPROVING AND ACCEPTING QUOTE #00002658 FROM HARRIS ERP FOR CITYDATA FINANCIAL REPORTING SOFTWARE, TO BE PAID FROM THE COUNTY AUDITOR'S BUDGETED FUNDS IN THE AMOUNT OF \$12,616.00. – *JANET MARTIN, COUNTY AUDITOR*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

**MINUTE ORDER 469.20** (2.3) AUTHORIZING THE REPLACEMENT OF AN AMERICAN NATIONAL LEASING COMPANY INVOICE (MO 423.20), WITH AN INCORRECT VEHICLE IDENTIFICATION NUMBER (VIN) 1GNLCDEC8LR286992, WITH THE CORRECTED INVOICE WITH VIN 1GNLCDEC6LR289553 FOR A 2020 CHEVROLET TAHOE SUPERVISOR PATROL VEHICLE FOR THE SHERIFF'S DEPARTMENT. – E.J. HARBIN, PURCHASING

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**MINUTE ORDER 470.20** (2.4) APPROVING THE AWARDING AND SIGNING OF CONTRACT RFB-2020-003 FOR DRAINAGE CULVERTS WITH CONTECH ENGINEERED SOLUTION, LLC. – E.J. HARBIN, PURCHASING

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**MINUTE ORDER 471.20** (2.5) APPROVING TO ENTER INTO SUBSCRIPTION AGREEMENT WITH WEST PUBLISHING CORPORATION FOR A TERM OF 36 MONTHS; MONTHLY PAYMENT OF \$568.17 FOR ONE (1) SET OF MATERIALS DESCRIBED AS *WEST COMPLETE LIBRARY*, TO BE USED AS A RESOURCE IN THE ELLIS COUNTY LAW LIBRARY.

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

**MINUTE ORDER 472.20** (2.6) APPROVING TO ENTER INTO SUBSCRIPTION AGREEMENT WITH WEST PUBLISHING CORPORATION FOR A TERM OF 36 MONTHS; MONTHLY PAYMENT OF \$993.60 FOR ONE (1) SET OF MATERIALS DESCRIBED AS *TEXAS ADMINISTRATIVE CODE*, TO BE USED AS A RESOURCE IN THE ELLIS COUNTY LAW LIBRARY.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

## **ADMINISTRATIVE**

**NO ACTION** (3.1) DISCUSSION AND CONSIDERATION REGARDING ANOTHER "COUNTY CLEAN-UP DAY". – KYLE BUTLER, COMMISSIONER PRECINCT 4

**MINUTE ORDER 473.20** (3.2) APPROVING THE BUDGETED AMOUNT OF \$300,000.00 PAYABLE TO TCDRS. THE PAYMENT IS AN ADDITIONAL INVESTMENT IN THE ELLIS COUNTY TCDRS ACCOUNT. – JANET MARTIN, COUNTY AUDITOR

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**MINUTE ORDER 474.20** (3.3) APPROVING THE RE-APPOINTMENT OF MAURICE OSBORN FOR A TERM STARTING DECEMBER 2020 THROUGH DECEMBER 2022; AND THE APPOINTMENT OF ALEX SMITH FOR A VACANT POSITION WITH A TERM EFFECTIVE IMMEDIATELY AND ENDING DECEMBER 2021; AS REPRESENTATIVE OF ELLIS COUNTY TO THE REGIONAL AGING ADVISORY COMMITTEE (RAAC). –  
*TODD LITTLE, COUNTY JUDGE*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**RECESS TO CONVENE TO EXECUTIVE SESSION**      **2:58 P.M.**

MOTION BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**EXECUTIVE SESSION**

THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE 551, OR TO SEEK THE ADVICE OF ITS ATTORNEY AND/OR OTHER ATTORNEYS REPRESENTING ELLIS COUNTY ON ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE COMMISSIONERS COURT UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS GOVERNMENT CODE CHAPTER 551 OR AS OTHERWISE MAY BE PERMITTED UNDER 551.

- 4.1      PURSUANT TO §551.071, CONSULTATION WITH ATTORNEY CONCERNING PAYROLL AND RETIREMENT ISSUES.

**ADJOURNMENT OF EXECUTIVE SESSION AND RECONVENE TO REGULAR SESSION**      **3:27 P.M.**

MOTION TO RECONVENE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**ADJOURNMENT**      **3:27 P.M.**

MOTION TO ADJOURN BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT OF NOVEMBER 17, 2020  
ARE HEREBY APPROVED.

PRESIDING OFFICER:

\_\_\_\_\_  
TODD LITTLE, COUNTY JUDGE

\_\_\_\_\_  
RANDY STINSON, COMMISSIONER, PCT 1

\_\_\_\_\_  
LANE GRAYSON, COMMISSIONER, PCT 2

\_\_\_\_\_  
PAUL PERRY, COMMISSIONER, PCT 3

\_\_\_\_\_  
KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 1<sup>ST</sup> DAY OF DECEMBER 2020.

\_\_\_\_\_  
KRYSTAL VALDEZ, COUNTY CLERK

ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – NOVEMBER 17, 2020

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, NOVEMBER 17, 2020 AT 11:00 A.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

**MEMBERS PRESENT:**

**COUNTY JUDGE:** TODD LITTLE

**COUNTY CLERK:** KRISTAL VALDEZ

**COMMISSIONERS:**

RANDY STINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

**OPENING COURT**

COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**REGULAR AGENDA**

**ADMINISTRATIVE:**

**MINUTE ORDER 462.20** (1) CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2020 IN ELLIS COUNTY, TEXAS FOR THE PURPOSE OF ELECTING STATE AND DISTRICT OFFICERS, MEMBERS OF CONGRESS, MEMBERS OF THE LEGISLATURE, COUNTY AND PRECINCT OFFICERS.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

**ADJOURNMENT      11:03 A.M.**

MOTION TO ADJOURN BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT SPECIAL MEETING ON NOVMEBER 17, 2020 ARE HEREBY APPROVED.

PRESIDING OFFICER:

\_\_\_\_\_  
TODD LITTLE, COUNTY JUDGE

\_\_\_\_\_  
RANDY STINSON, COMMISSIONER, PCT 1

\_\_\_\_\_  
LANE GRAYSON, COMMISSIONER, PCT 2

\_\_\_\_\_  
PAUL PERRY, COMMISSIONER, PCT. 3

\_\_\_\_\_  
KYLE BUTLER, COMMISSIONER, PCT. 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 1<sup>ST</sup> DAY OF DECEMBER 2020.

\_\_\_\_\_  
KRYSTAL VALDEZ, COUNTY CLERK

A3

# Making a Difference in Ellis County



Extension Monthly Report for County Commissioners

## Page Bishop, County Extension Agent – 4-H & Youth Development Overview of major programming efforts for October 2020

Date

10/1-3 Heart of Texas Fair, Heifer show (agent assisted the 4-H heifer exhibitors in Waco) **13 youth 23 adults**

10/4-9 National 4-H Week (agent helped 4-H County Council celebrate National 4-H week, Commissioners court interpretation with proclamation, Social media post on 4-H One Day activity) **18 youth, 30 adults**

10/10-17 Heart of Texas Fair, Sheep, Goats and Swine (agent assisted 4-H exhibitors in Waco) **5 youth 9 adults**

10/19 County Council, Adult leaders meeting (agent assisted County Council President in holding Council meeting/Adult leaders meeting held with club managers and leaders) **14 youth, 9 adults**

10/23 Program Planning Conference (agent attended annual fall program planning conference call from District Director Donald Kelm)

10/24-25 Ellis County Youth Expo Jackpot show (agent assisted the ECYE show board in hosting and running a two-day jackpot show for sheep/goats, steers/heifers) **145 youth, 175 adults**

10/26-29 State Lamb/Goat Validation (agent and members of validation committee held state lamb and goat validation on 4 different days at the Ellis county youth expo.) **124 youth, 85 adults**

10/31 District 8 Holiday Classic, Belton (agent along with other members of the Lamb committee, Livestock ambassadors and District 4-H Council members assisted exhibitors in unloading animals, tack, making sure they attended the general session and announced the Lamb show) **86 Lambs were exhibited!**

### Major programming efforts and events planned for October 2020:

Date

11-5 United Way Allocation Hearing

11/9-10 Spring Major entry days

11/13 County 4-H Food show/Challenge

11/16 County Council Meeting

11/18 ECYE Show board meeting

11/23 State Swine Validation

### SUMMARY OF EDUCATIONAL CONTACTS FOR October 2020

<b><u>EDUCATIONAL PROGRAMS:</u></b>	
Programs	7
Participants	736
<b><u>EDUCATIONAL CONTACTS:</u></b>	
Site Visits 4-H or ANR	21
Telephone	32
Office Visits	20
E-Mails	134
<b><u>VOLUNTEER EFFORTS</u></b>	
Volunteer Contacts	166
Volunteer Hours	16
<b><u>MEDIA OUTREACH</u></b>	
4-H Newsletter Contacts	188
Social Media Posts	45
Social Media Followers	2300

*Page Bishop*

\_\_\_\_\_  
Signature

Ellis

\_\_\_\_\_  
County

County Extension Agent – 4-H & Youth Development  
\_\_\_\_\_  
Title

November, 6 2020  
\_\_\_\_\_  
Date



A3

## EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

**Miles traveled: 1181**

**Selected major activities since last report****October 2020**

- 10/1 State Fair of Texas Steer Show: Agent assisted 4-H Beef Project members, parents, and leaders. Elizabeth Norwood of Midlothian exhibited the Champion Light Division British steer making the Premium Sale. Other members participating included Armilo Arizpe and Riley Meier, Ennis; Landon Kelly of Midlothian; Jamison Berry and Slade Massey of Maypearl; Kinley Allen, Grady Creamer and Bryce Martin of Waxahachie.
- 10/2 - 7 Heart of Texas State Fair: Agent assisted both steer and heifer exhibitors. Several high placing and breed champions were exhibited by Ellis County 4-H members. Heifer exhibits included: Lydia and Peyton Browne, Waxahachie; Savannah Grimes, Midlothian; Truitt Marks and John Volentine, Waxahachie; Cade and Kaylee Nolan, Maypearl; Brayden and Brigham DeBorde of Bardwell and Tandi Schlottman of Ennis. Steer Exhibitors included Kinly Allen, Jaxon Volentine, Corbin Huckabee, Tate Huckabee of Waxahachie; Ella Hudson of Italy; Karlee Fuller and Audrey Lindley of Pamler.
- 10/12 Agent met with Ellis Appraisal District Representative and other committee member to complete State Comptroller survey and discuss agricultural production trends in Ellis County.
- 10/13 35 Ellis County Master Gardeners met to conduct business and make plans for Fall 2020 and Spring 2021 educational programs.
- 10/14 Agent and Brush Specialist evaluated local weed and brush demonstration plots.
- 10/17 Agent assisted ECYE directors and volunteers with annual "350" Benefit dinner. Over 500 served and over \$20,000 raised for building improvements.
- 10/21, 22, 25, 26, 27, 29 Agent conducted State Heifer Validation process with local Validation Committee and other volunteers. 43 heifers were verified so local 4-H and FFA members may exhibit projects at upcoming Major Stock Show.
- 10/23, 24, 25 Agent assisted ECYE directors and volunteers as needed to conduct Fall version of ECYE Rodeo and steer, heifer, lamb, and goat jackpot shows.
- 10-30, 31 Agent assisted other District 8 agents in conducting annual Educational Achievements Events designed for first year and inexperienced livestock project members.

Phone calls, emails and Home and Farm consultations as needed and warranted.

**Educational Programming**

Programs	11+
Participants	728+

**Educational Contacts**

Site Visits 4-H	10
Site Visits Ag	3
Telephone	478
MG/MN Telephone	29

Office Visits	29
E-Mails	536
Newsletter/Letters	535
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	348
News Releases	4
Facebook posts	5
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

11/4 District 8 Judges and Commissioner Training – Glen Rose  
 11/5 Ellis Row Crop Program/Fall CEU - Waxahachie  
 11/9, 10 Spring Major Show Sign ups - Waxahachie  
 11/10 Master Gardener Meeting/Training

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

**Ellis**  
**County**  
**11/9/2020**  
**Date**

**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: October 2020

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/1	Waxahachie -Dallas-Return – State Fair of Texas	82		
10/2	Waxahachie – Waco – Heart of Texas Fair	71		
10/3	Waco Area – Waxahachie – Heart of Texas Fair	68		
10/4	Waxahachie – Waco – Heart of Texas Fair	69		
10/5	Waco Area – Heart of Texas Fair	10		
10/6	Waco Area	10		
10/7	Waco – Waxahachie – Heart of Texas Fair	82		
10/12	Waxahachie Area – Appraisal Ag Advisory Meeting	10		
10/13	Waxahachie Area – Master Gardener Meeting	6		
10/14	Waxahachie – Avalon – Bardwell – Brush and Weed Demonstration Evaluation	72		
10/16	Waxahachie Area – “350 Benefit” Set up	29		
10/17	Waxahachie Area – “350 Benefit”	18		
10/20	Waxahachie Area – Commissioner Court Meeting	6		
10/21	Waxahachie- Palmer Area – Fall Heifer Validation	21		
10/22	Waxahachie Area-Fall Heifer Validation	48		
10/23	Waxahachie Area – ECYE Rodeo/Livestock Show Set up	49		
10/24	Waxahachie Area – ECYE Rodeo/Livestock Show	21		
10/25	Waxahachie Area – ECYE Rodeo Show	15		
10/26	Waxahachie – Ennis – Avalon – Fall Heifer Validation	79		
10/27	Waxahachie – Maypearl – Midlothian – Fall Heifer Validation	102		
10/29	Waxahachie – Palmer -Ferris, Avalon – Ennis – Fall Heifer Validation	168		
10/30	Waxahachie – Belton – D8 Holiday Classic	129		
10/31	Belton Area – D8 Holiday Classic	16		

	<b>Total</b>	<b>1181</b>		

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: 11/9/2020 Signed: Mark Eld

A3

# EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled:0 miles

## Major activities since last report

October 2020

- 10/1 Lighthouse for Learning/Cooking Under Pressure- Presented educational class on using electric pressure cookers, participants received cookbooks and information on best practices and food safety. **7 participants**
- 10/6 Meeting with RPL-Met with RPL to discuss end of year plans for 2020 and upcoming plans for 2021 with include Healthy Cooking, Chronic Disease Prevention, and Mental Health.
- 10/8 Ellis County Food and Nutrition Project Workshop-Made video for 4-H members to view overview of Food and Nutrition Project, video focused on changes to Food Show and Food Challenge contests. Video was emailed to all Ellis county 4-H members.
- 10/13 Master Wellness Volunteer Meeting- Met with MWV's to discuss plans for 2021 and the remainder of 2020. Made plans to have Maintain No Gain focusing on Ellis county AgriLife volunteers as participants. **4 participants**
- 10/13 Pettigrew Academy Curriculum Enrichment- Worked with lower grade levels at Pettigrew Academy. Used Imagine Science curriculum that focuses on space exploration. Students created shelters and discussed climate. **8 participants**
- 10/15 Lighthouse for Learning/Airfryer Cooking- Hosted class on using the airfryer. Presentation included appliance basics, food safety practices, and basic recipes. **8 participants**
- 10/16 District 8 TEAFCS Association Meeting-Attended D8 TEAFCS virtual meeting, received updates from RPL and BLT specialist, plans for next meeting in 2021.
- 10/19 Lighthouse for Learning/Dinner Tonight Mediterranean Cooking Class- Utilized current Dinner Tonight Menu for presentation on Mediterranean eating pattern. Master Gardener/Master Wellness Volunteer assisted with class and highlighted growing and uses for herbs associated with Mediterranean eating pattern. **8 participants**
- 10/20 Commissioner Court- Attended commissioner's court meeting for DEA's annual visit. Visit focused on 4-H highlights and agents yearly efforts.
- 10/22 Pettigrew Academy Curriculum Enrichment- Worked with upper grade levels at Pettigrew Academy. Used Imagine Science curriculum that focuses on space exploration, students created shelters and discussed space atmosphere and environment. Additional curriculum on pandemics and infectious diseases was also covered, students focused on the rate infectious diseases spread. **5 participants**
- 10/23 Alzheimer's Association Cooking Demonstration- Presented virtual cooking demonstration for Alzheimer's Association. Message focused on fall cooking and using pumpkins for all types of recipes. **15 participants**
- 10/24 Childcare Training- Hosted training for Connect:KIDS childcare facility (2 clock hours), training focused on stress management, and healthy snacks for preschoolers. **9 participants**
- 10/27 Pettigrew Academy Curriculum Enrichment- Worked with lower grade levels at Pettigrew Academy. Used Imagine Science curriculum that focuses on space exploration. Students focused on plants and how vegetation is grown in space. **8 participants**
- 10/29 TEAFCS Association Meeting with AgriLife Administration- Executive board of TEAFCS met with AgriLife Administrators, discussed areas of mutual benefit for both association and agency.
- 10/30 Food Show/Food Challenge Bell County Expo Walk Through- Met with D8 4-H specialist and Bell county FCH agent to walk through Bell county Expo to plan for upcoming contests. Met with facilities director and planned layout for contest.

Media Outreach:

Website hits	189
News Releases	0
Facebook posts	31

**Online Education:**

FCH education: 117 class participants

**Major plans for next month**

Pettigrew Academy Curriculum Enrichment

Lighthouse for Learning Classes

Alzheimer's Association Cooking Demonstration

Food Challenge Practices/County Food and Nutrition Project Contests

SALE-LE

**Liz Espie**

**Name**

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

**Title**

**Ellis**

**County**

**11/9/2020**

**Date**

**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: October 2020**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/29	Meeting with AgriLife Admin (College Station)	308		
8/25	Bell County Expo Walk Through (Belton)	220		
	Total Miles	528		

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: 11/09/2020 Signed:

A3

# Making a Difference *in Ellis County*

## *Extension Newsletter for Commissioners Court*

Overview of major programming & planning efforts for Better Living for Texans  
 Extension Agent, Jade Edgar, for October 2020.

### *October Educational Programs & Planning:*

<b>Dates</b>	<b>Location – Program – Attendance:</b>
10/01	BLT Share, Ask, Learn Online Meeting
10/07	Rural Resource Virtual Fair, Planning Meeting <b>(3 attended)</b>
10/8	BLT Food Demo Plates of Life Meeting
10/09	BLT Share, Ask, Learn Online Meeting
10/13	BLT District 8 Get the Facts, Planning Meeting <b>(6 attended)</b>
10/13	Master Wellness Volunteer Meeting, Planning Meeting <b>(6 attended)</b>
10/15	BLT Share, Ask, Learn Online Meeting
10/16	Meals on Wheels, Planning Meeting <b>(2 attended)</b>
10/20	Commissioners Court
10/23	City of Glenn Heights, Planning Meeting <b>(3 attended)</b>
10/26	City of Glenn Heights, Planning Meeting <b>(2 attended)</b>
10/28	Rural Resource Virtual Call <b>(80+ attended)</b>

### *October 2020 Numbers:*

<b><u>Educational Programming:</u></b>	<b><u>Educational Contacts:</u></b>	<b><u>Media Outreach:</u></b>
Programs: 0 One Shots: 1 Participants: 80+ Graduates: 0	In person meetings: 1 Virtual Meetings: 8 E-mails: 30	Newsletter Monthly Update Reach: 250+ Facebook followers: 17 Facebook Posts: 34

### *Upcoming November Programs:*

<b>Dates</b>	<b>Location – Program:</b>
11/4	Gardening Information-Facebook Gardening Class
11/10	Be Well, Live Well Session 1-Facebook Cooking & Nutrition Class



A4

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between the Ellis County Community Supervision and Corrections Department, having its principal place of business at 202 Clift Street, Waxahachie, Texas 75165 (the "Client"), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, ("CSS"):

**WHEREAS**, the Director of the Client has determined that a public necessity existed to preserve the property of the client inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the Client; and

**WHEREAS**, the Client has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the Client would materially benefit from the economies and cost efficiencies of providing such services to the Client by data processing consultants such as CSS; and

**WHEREAS**, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. EMPLOYMENT.** The Client agrees to retain CSS as an independent contractor, and CSS agrees to serve the Client upon the terms and conditions hereafter stated.

**2. TERM.** This Agreement shall commence November 1, 2020 and shall continue to and including October 31, 2023 ("Expiration Date"). The Client shall have the right and option to continue to receive the services of CSS as provided hereunder for additional periods commencing November 1, 2023. In the event that the Client elects to continue to receive services from CSS, this Agreement shall automatically renew for an equal term, unless the Client informs CSS in writing ninety (90) days prior to the Agreement expiration date. Upon execution of renewal, the terms of this agreement will remain in effect for an additional equal term.

**3. AGREEMENT TERMINATION OR EXPIRATION.** Not less than three (3) months prior to the Expiration Date, the Client shall notify CSS whether or not it desires after the Expiration Date to use the CSS Programs. In addition, CSS will provide to the Client, If the Client so elects, (i) training for Systems maintenance and operations of the Client personnel during the three (3) month period prior to the Expiration Date, and at the Client's option, for thirty (30) day increments after the Expiration Date, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the Client as the Client shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the Client shall require for the operation of the CSS Programs. CSS shall receive compensation for furnishing the services and hardware referred to in clauses (i) and (ii) above

based upon its then prevailing rates for personnel, machine time, and other supplies and shall be paid for any hardware furnished to the Client pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will assist in the transfer of the Client's data files, retained by CSS pursuant to this Agreement, to any other data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the Client.

**4. FUNDING OUT PROVISION.** The continuation of this agreement until October 31, 2023 shall be subject to the approval of the annual cost of this agreement by the Director of Community Supervision and Corrections Department as an approved item of the Client's Annual Budget Should this agreement fail to be approved as an item in the annual budget, the Client will notify CSS in writing and the operation of this agreement shall fully terminate within sixty (60) days of the date of such notice is received or at an earlier date if so agreed by the parties of this agreement. Provided however, that the Client shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the Client's control would be expended to provide the Client services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its full stated term.

**5. DUTIES.** During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the Client. CSS agrees to provide any necessary training to the Client's personnel, when, in the opinion of the parties, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder. All support, installation and training associated with this installation are covered under the monthly fee stated in this Agreement.

The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed by **Attachment 1, Non-Exclusive License Agreement**, which is fully incorporated into this Agreement.

**6. SPECIAL SERVICES.** CSS will provide the Client with such special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the Client and CSS agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

**7. DATA FILES.** The Client's data files and the data contained therein shall be and remain the Client's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSS for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.

**8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA.** CSS shall establish and maintain reasonable safeguards against the destruction or loss of the Client's data in the possession of CSS, which safeguards shall at least meet the standards of safety maintained by the Client. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the Client.

**9. COMPENSATION AND INVOICING.** Commencing November 1, 2020 and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the Client shall pay to CSS monthly in advance at its office in Austin, Texas, as fees for its services a monthly sum of \$2,388.00 for each month during the period or periods of this Agreement. CSS agrees to submit a monthly invoice to Client. The invoice will list services provided.

#### **10. EARLY TERMINATION**

**By CSS:** If the Client shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by Client hereunder CSS shall notify the Client Director in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event the default requires more than ten (10) days to cure, Client shall have a reasonable period to cure the default.

**By Client:** If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the Client shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the Client shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the Client from extending additional time to CSS to cure the problem, at the sole discretion of the Client.

**11. TIME REQUIREMENTS.** It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

**12. INDEPENDENT CONTRACTOR.** CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the Client. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

**13. PAYMENT TO EMPLOYEES OF CLIENT.** CSS warrants that no employee or agent of CLIENT has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of CLIENT any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by CLIENT.

**14. NON-DISCRIMINATION.** CSS warrants that it shall not discriminate against any employee or client of the Client on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

**15. NOTICE.** Any notice required to be given hereunder shall be in writing sent by registered mail to the last known business address of the parties. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

**16. ENVIRONMENT.** The Client shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement, in accordance with the manufacturers requirements, a copy of which is available to the Client upon request in the event the Client does not provide a suitable environment or the Client's employees misuse or in any way abuse said equipment, the Client will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at Client's location then Client will provide insurance coverage and be responsible for all costs associated with repair or replacement.

**17. CLIENT RESPONSIBILITIES.** The Client agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended to supplement and clarify, but in no way limit or waive, Client responsibilities elsewhere herein identified:

A. Client agrees to appoint a Site Coordinator and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall act on the Clients behalf and make commitments pertaining to the service defined herein.

B. Client will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Site Coordinator to announce and otherwise communicate to Client's personnel, scheduled training and installation activities.

**18. AUDIT OF RECORDS.** CSS agrees to furnish to the Client and/or the Texas Department of Criminal Justice - Community Justices Assistance Division (TDCJ-CJAD) and/or their designees such information as may be requested which relates to the services described in this Agreement. CSS shall permit the Client and/or TDCJ-CJAD and/or their designee to audit/inspect records and reports, review services, and/or evaluate the performance of services at any time. CSS shall provide reasonable access to all records, books, reports and other necessary data and information requested by CLIENT and/or TDCJ-CJAD for the purpose of accomplishing reviews, inspections, and/or audits of program activities, services and expenditures.

**19. LIMITATIONS.** The parties are aware that there may be constitutional and statutory limitations on the authority of the Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute

resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Client except to the extent authorized by the laws and constitution of the State of Texas.

**20. MISCELLANEOUS.** This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement, with its Attachment 1, shall embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the Client does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the Client. This Agreement shall be construed under the laws of the State of Texas, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

**21. SCOPE OF WORK.** This Agreement has attached to it some detail information outlining the Scope of Work to be performed by CSS. This Scope of Work is outlined in Attachment A.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

BY: 

NAME: Hector Verdin

TITLE: Director

DATE: 11/10/2020

BY: 

NAME: James Redus

TITLE: President

DATE: 11/13/20

# ATTACHMENT 1, NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, LP (herein "CSS"), 316 N. Lamar, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive license to:

ELLIS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT  
(END USER)

202 Clift Street, Waxahachie, Texas 75165

(herein "Licensee") to use certain software programs and related materials (herein "Program") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in any Schedule to this Agreement, and any related documentation, in machine readable or printed form.

<u>LICENCE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
----------------	-----------------	-------------------	--------------

Complete Case Management System for the EllisCounty CSCD

LICENSEE ACKNOWLEDGES THAT THIS ORDER CONSISTS OF ALL INFORMATION INCLUDED ON THIS ORDER FORM AND ALL TERMS AND CONDITIONS SPECIFIED IN THIS ATTACHMENT 1 NONEXCLUSIVE LICENSE AGREEMENT. LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF ATTACHMENT 1 NONEXCLUSIVE LICENSE AGREEMENT. THE ATTACHMENT 1 NONEXCLUSIVE LICENSE AGREEMENT BETWEEN CSS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAM AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF ATTACHMENT 1 NONEXCLUSIVE LICENSE AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY CSS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN CSS AND LICENSEE RELATING TO THIS ATTACHMENT 1 NONEXCLUSIVE LICENSE AGREEMENT.

# Terms and Conditions

## 1. LICENSE.

Licensee acknowledges that it shall be deemed a licensee of Corrections Software Solutions and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets which CSS is authorized to license. Licensee may not move the Program electronically from one computer to another over a network. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by Licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSS shall have the right to terminate this License if Licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to Licensee hereunder are (i) considered by CSS to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary information of CSS. Title and full ownership rights in the Program and modifications and improvements provided by CSS shall not vest in Licensee. Licensee agrees not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

## 2. TERMS.

This license shall be in effect from the date of execution of the Professional Services Agreement or until terminated by one of the parties pursuant to the termination clause herein. Upon termination or expiration of this license, all rights and obligations shall cease, except the Licensee's obligation to maintain the confidentiality of CSS's proprietary information.

## 3. PAYMENTS.

The License Fees and any first year Support Fees, along with any Installation and Training Fees, shall be paid to CSS upon Licensee's execution and delivery of this Agreement. Any other sums due hereunder shall be payable upon receipt of CSS invoice therefore. Any past due amounts shall bear interest until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and all of same shall be made to CSS at its address. In addition to the fees, charges, expenses and other amounts due and payable under this Agreement, Licensee shall pay any and all local, state, federal or other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this Agreement or any activities conducted hereunder (exclusive of taxes based on CSS's net income).

## 4. SECURITY.

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk, or memory or in any other form are not made available by the Licensee or by any of its employees to any organizations, or individuals not licensed by this License Agreement to make use thereof, in particular Licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To use the Programs solely at the place of installation specified in this License Agreement.
- To make no copies of or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSS.
- To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party.
- To effect normal security measures to safeguard the Programs from theft or from access by persons other than its own employees using the Programs for Licensee's own requirements.
- To reproduce CSS's copyright notice on all materials related to or part of the Programs on which CSS displays such copyright notice, including any copies made pursuant to this License Agreement.

Any modification or enhancements to the Program, or any other Program-related materials, provided by CSS to the Licensee shall be subject to all conditions and restrictions contained in this Agreement. Licensee recognizes that CSS has gone to considerable time and expense to develop the Program and related materials, and that CSS would suffer great and irreparable harm and damage by unauthorized copying or reproduction of the Program. Licensee further acknowledges that such action may cause significant commercial damages which may be difficult to assess. Therefore, Licensee agrees that CSS shall be entitled to extraordinary relief in court, including but not limited to: restraining orders, temporary, preliminary and permanent injunctions, without the necessity of posting bond or other security, which the Licensee expressly waives, or the necessity of showing damage, which the Licensee expressly waives, for any breach of this Agreement. Licensee shall not copy, reproduce, reverse assembly, reverse compile, modify, merge, transfer or distribute the Program in any way or manner without the prior written authorization of CSS.

## 5. LIMITATION OF LIABILITY.

CSS's liability for damages to Licensee for any cause whatsoever related to this Agreement, and regardless of the form of action, whether in contract or in tort including negligence, shall

be limited to and not to exceed one month's fee paid to CSS by Licensee. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event will CSS be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSS has been made aware of the possibility of such damages, or for any claim against Licensee by any other party, in connection with the delivery, installation, testing, use, performance or nonperformance of the Software, or the act or failure to act of CSS, or arising out of, related to or in connection with this Agreement.

## 6. TERMINATION.

Upon termination of the License herein granted arising from Licensee's default, Licensee shall deliver to CSS all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSS and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSS. Within ten (10) days of request by CSS, Licensee shall certify in writing to CSS that to the best of Licensee's knowledge, the original and all copies, in whole or in part, or the Programs have been destroyed or returned to CSS. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to CSS or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSS shall have the right to terminate this Agreement, by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay CSS any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

## 7. NO WARRANTY.

CSS PROVIDES THE PROGRAM TO LICENSEE "AS IS". CSS MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSS does not warrant that the function contained in the Program will meet the Licensee's requirements or that the operation of the Program will be uninterrupted or error free.

## 8. INFRINGEMENT INDEMNIFICATION.

CSS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as a result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee of the Program as delivered by CSS provided that CSS is given prompt notice of any such claim and the rights to defend and settle, at its expense, any such claim and further provided that Licensee fully cooperates with CSS in connection with the foregoing.

## 9. REMEDIES.

Licensee agrees that because of the unique nature of the Programs, irreparable harm will be caused by a breach of Licensee of its obligations under this License Agreement that monetary damages will be inadequate to compensate for such harm and that injunction relief will be an appropriate remedy to enforce the provisions of this License Agreement.

## 10. MISCELLANEOUS.

- Assignment. Licensee's rights in and to the Programs, as a result of this License, may not be assigned, sublicensed, transferred voluntarily, by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.
- Notice. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first-class mail, postage prepaid, registered or certified, and addressed to a party at the address set forth on the first page of this License Agreement or at such other address as shall be specified pursuant to notice duly given.
- Enforcement. In the event that any provision of this License Agreement is determined to be invalid or unenforceable the remainder of this License Agreement shall be valid and enforceable to the maximum extent.
- Exclusive Agreement. Modification. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the subject matter hereof and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the Licensee order form and this License Agreement shall be resolved such that the terms and conditions of this License Agreement have precedence.
- Actions. In the event any action is brought to enforce this License Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorney's fees and court costs.
- Survivability. The obligations set forth herein shall survive any termination of this License Agreement.
- Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, Travis County, U.S.A.



### Contract Addendum – Ellis County, Texas

This addendum is made part of the Professional Services Agreement contract between Corrections Software Solutions, LP, and Ellis County, Texas.

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott **Israel**; and (2) will not boycott Israel during the term of this Agreement. Tex. Gov't. Code 2270.002.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with **Iran, Sudan**, or any company identified on the list referenced in Section 2252.152, Texas Government Code. Tex. Gov't. Code 2252.152.
3. Funds for payment of this contract have been provided through the **County budget approved by Commissioners Court for this fiscal year only**. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
4. This Agreement will be governed by and construed according to the laws of the State of Texas. **Venue** for any action or claim arising out of the Agreement shall be Ellis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.
5. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the “ **Open Records Act**” ), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Ellis County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to Ellis County whether or not the same are available to the public. It is further understood that Ellis County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Ellis County, its officers and employees shall have no liability or obligations to Corrections Software Solutions, LP for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to

Ellis County by Corrections Software Solutions, LP in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

6. **Limitations** for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
7. It is understood and agreed that Ellis County will not be subject to **arbitration**; therefore, clauses related to Arbitration are hereby deleted.
8. The parties agree that under the Constitution and laws of the State of Texas, Ellis County cannot enter into an Agreement whereby Ellis County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to **indemnifying**, holding or saving harmless for any reason whatsoever are hereby deleted. Tex. Const. Article XI § 7. Tex. Att’y Gen. Op. DM-467. Tex. Att’y Gen. Op. GA-0176.
9. Ellis County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the **Texas Tort Claims Act**.
10. Corrections Software Solutions, LP shall not assign this Agreement unless Corrections Software Solutions, LP receives the prior written consent of Ellis County. Any **assignment** of this Agreement by Corrections Software Solutions, LP shall be made subject to all the rights and interests of Ellis County.
11. **Payment for goods and services** under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
12. The relationship between the Parties is solely that of **independent contractors** and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.
13. In no event, shall any payment made by Ellis County or any act or omission of the Ellis County constitute or be construed in any way **to be a waiver by the Ellis County** of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to the Ellis County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of the Ellis County may waive the effect of this provision.
14. This Agreement is expressly made subject to Ellis County’s **Sovereign Immunity**, Title 5, Texas Civil Practice and Remedies Code. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Ellis County, Texas.

15. This Agreement is expressly subject to and contingent upon formal approval by the Ellis County Commissioners Court.
  
16. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

FD

## Trial Balance for Ellis County

From 11/07/2020 - 11/20/2020

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	27,277,169.16	1,139,474.30	(2,888,893.73)	25,527,749.73
2	ROAD IMPROVEMENT FUND	1,008,543.86	1,709.57	-	1,010,253.43
3	ROAD/BRIDGE PCT. 1	1,716,356.38	33,471.31	(54,493.74)	1,695,333.95
4	ROAD/BRIDGE PCT. 2	1,371,117.40	34,823.33	(66,009.97)	1,339,930.76
5	ROAD/BRIDGE PCT. 3	969,499.87	35,108.95	(67,900.16)	936,708.66
6	ROAD/BRIDGE PCT. 4	1,184,830.17	33,852.22	(60,713.95)	1,157,968.44
7	ADULT PROBATION	1,237,313.35	30,565.09	(111,127.97)	1,156,750.47
8	JUVENILE PROBATION	865,562.33	354,102.29	(67,749.12)	1,151,915.50
9	F/M PCT. 1	1,556,149.15	9,801.24	(26,643.33)	1,539,307.06
10	F/M PCT. 2	322,200.16	7,339.24	(127,267.66)	202,271.74
11	F/M PCT. 3	888,134.46	7,339.24	(71,506.33)	823,967.37
12	F/M PCT. 4	1,291,139.74	8,539.24	(22,740.10)	1,276,938.88
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	35,970.51	127.00	-	36,097.51
15	JUSTICE COURT TECHNOLOGY FUND	161,360.78	922.86	-	162,283.64
16	DC ARCHIVES RECORDS MANAGEMENT	154,657.15	490.00	-	155,147.15
17	JURY	183,111.65	413.74	(170.00)	183,355.39
18	PERMANENT IMPROVEMENT	2,628,264.23	12,951.22	(368.00)	2,640,847.45
19	LAW LIBRARY	(3,813.12)	58,887.18	(6,466.39)	48,607.67
20	TRUST AND AGENCY FUND	834,496.30	109,159.46	(12,520.00)	931,135.76
21	RECORDS MANAGEMENT	1,333,465.84	17,795.00	(9,667.67)	1,341,593.17
22	CC ARCHIVES RECORDS MANAGEMENT	2,405,175.48	17,660.00	-	2,422,835.48
23	ROW AVAILABLE	133,889.43	-	-	133,889.43
24	FIRE MARSHAL SPECIAL FUND	127,459.35	1,230.97	(683.01)	128,007.31
26	DISTRICT COURT RECORDS TECH	196,605.69	970.00	-	197,575.69
27	ROAD DISTRICT #1	1,274,476.21	-	-	1,274,476.21
28	ROAD DISTRICT #5	71,747.19	-	-	71,747.19
29	ROAD DISTRICT #16	197,579.27	-	-	197,579.27
30	CHECK PROCESSING FEE AC	171,359.58	346.46	(1,374.75)	170,331.29
31	DRUG FORFEITURE FUND	136,512.75	-	-	136,512.75
32	GEN RECORD MANAGE/PRESE	526,266.05	2,525.00	-	528,791.05
33	COURTHOUSE SECURITY FUN	145,490.09	3,852.57	-	149,342.66
34	COURT REC. PRESERVATION 51.708	108,479.50	400.00	-	108,879.50
36	ELECTIONS ADMIN FEES	28,359.65	-	-	28,359.65
38	SERIES 07 INTEREST & SINKING	75,547.46	21,836.84	-	97,384.30
40	SERIES 07 BOND PROJECT	4,927,795.41	-	-	4,927,795.41
42	SHERIFF FEDERAL DRUG FORFEITURE	334,072.79	11,209.83	-	345,282.62
45	ELLIS CO COMM CORRECTIONS	49,991.06	3,648.70	(14,116.68)	39,523.08
46	SHERIFF SEIZURE FUND	328,587.59	-	-	328,587.59
47	SHERIFF DRUG FORFEITURE	75,438.00	-	-	75,438.00
48	DISTRICT ATTY DRUG SEIZ	289,519.91	-	-	289,519.91
50	CIVIL SUPERVISION FEES	99,864.49	372.72	(1,325.03)	98,912.18
56	CONSTABLE PCT #2 FORFEITURE	173.68	-	-	173.68
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
58	CONSTABLE PCT #4 FORFEITURE	550.00	-	-	550.00
61	TRUANCY & PREVENTION	12,305.75	1,031.00	-	13,336.75
65	CSCD HIGH RISK CASELOAD	7,427.69	778.46	(3,190.98)	5,015.17
72	ELLIS COUNTY LEVEE #2	405,225.83	-	-	405,225.83
73	ELLIS COUNTY LEVEE #3	272,437.96	-	-	272,437.96
74	ELLIS COUNTY LEVEE #4	7,635.56	-	-	7,635.56
		<b>57,737,832.94</b>	<b>1,962,735.03</b>	<b>(3,614,928.57)</b>	<b>56,085,639.40</b>

F2

21-000151

#01087



Hibbs ♦ Hallmark & Company  
Insurance Agency

Hibbs-Hallmark & Company  
PO Box 8357  
Tyler, TX 75711  
(903) 561-8484 Fax (903) 581-5988

# INVOICE

41109 & 411095

Date: November 12, 2020

To: Ellis County  
101 W. Main  
Waxahachie, TX 75165

EFFECTIVE DATE	DESCRIPTION	AMOUNT
10/1/2020	Commercial Automobile Endorsement #1 (Auto Liability)	\$180.00
	Commercial Automobile Endorsement #2 (Auto Physical Damage)	\$976.00
	ADD: 2021 International Truck VIN: 8423	
	Road & Bridge Precinct #1	
<div style="border: 1px solid blue; padding: 10px; width: fit-content; margin: auto;"> <p><b>RECEIVED</b></p> <p>NOV 17 2020</p> <p>ELLIS COUNTY AUDITOR</p> </div>		
	Total premium due:	\$1,156.00

Make all checks payable to: Hibbs-Hallmark & Company  
If you have any questions concerning this invoice, call (903) 561-8484 .

THANK YOU FOR YOUR BUSINESS!

*Randy Stinson*  
Randy Stinson  
Ellis County Commissioner, Pct. 1

Date: 11-16-20  
Acct: RBT- auto INS.  
Invoice: 003-0601-509160  
Amount: \$1,156.00

F3



# Ellis County Auditor's Office

<b><u>Janet S Martin, CPA, CFE</u></b> County Auditor	<b><u>K.W. Winkles</u></b> First Assistant Auditor	<b><u>Staci Parr</u></b> Assistant Auditor - Financial
<b><u>Vonda Spurlock, CFE</u></b> Assistant Auditor– Internal Audit	<b><u>Beth Allen</u></b> Assistant Auditor– Internal Audit	<b><u>Amber West</u></b> Assistant Auditor – Internal Audit
<b><u>Kim Brown</u></b> Assistant Auditor– Transactional Audit	<b><u>Michelle Mejorado</u></b> Assistant Auditor– Transactional Audit	<b><u>Renee Mitchell</u></b> Assistant Auditor– Transactional Audit

Date: November 17, 2020

To: Curtis Polk, Jr.  
Ellis County Constable Pct #3

From: DeVonda Spurlock  
Assistant Auditor – Cash Audits

Re: Audit of Constable Pct #3 Receipts

During the month of October, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for the deposit made on October 5<sup>th</sup>:

- Treasurer's receipt amount balanced with the total of listed receipts.
- No missing receipts were noted for this deposit.
- No voided receipts were noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Ellis County Constable Pct #3's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

*DeVonda Spurlock*  
DeVonda Spurlock  
Assistant Auditor – Cash Audits

F4



# Ellis County Auditor's Office

<b><u>Janet S Martin, CPA, CFE</u></b> County Auditor	<b><u>K.W. Winkles</u></b> First Assistant Auditor	<b><u>Staci Parr</u></b> Assistant Auditor - Financial
<b><u>Vonda Spurlock, CFE</u></b> Assistant Auditor– Internal Audit	<b><u>Beth Allen</u></b> Assistant Auditor– Internal Audit	<b><u>Amber West</u></b> Assistant Auditor – Internal Audit
<b><u>Kim Brown</u></b> Assistant Auditor– Transactional Audit	<b><u>Michelle Mejorado</u></b> Assistant Auditor– Transactional Audit	<b><u>Renee Mitchell</u></b> Assistant Auditor– Transactional Audit

Date: November 17, 2020

To: Alberto Mares  
Department of Development

From: DeVonda Spurlock  
Assistant Auditor – Cash Audits

Re: Audit of Department of Development Receipts

During the month of October, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>. We have used the scanned documents from the Treasurer's office to review the receipts for these dates. The following items were noted for deposits made on October 14<sup>th</sup>:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits were made in a timely manner with the Treasurer's office.

We conclude that receipts collected by the Department of Development are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

*DeVonda Spurlock*  
DeVonda Spurlock  
Assistant Auditor – Cash Audits

F5



# Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: November 17, 2020

To: Cheryl Chambers  
Ellis County Treasurer

From: DeVonda Spurlock  
Assistant Auditor – Cash Audits

Re: Treasurer's Office Audit

During the month of October, our office has done a random audit of your office's cash receipt deposits that have been made with your office in accordance with Local Government Code 115.002. The dates that have been audited are October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>. We have used the scanned documents from your office to review the deposits for these dates. The following items were noted for deposits made for cash receipts on October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>:

- Bank deposits match the receipt totals on Treasurer's cash receipt report.
- No missing receipts were noted for these deposits.
- One voided receipt was noted for the 29th deposit that was reissued the same day.
- Cash deposits were posted up to 2 days from receipt.
- Check deposits were posted same day.
- EFT receipts were made 1 to 3 days after received in bank.

We conclude that deposits for monies receipted by the Treasurer's Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

*DeVonda Spurlock*

DeVonda Spurlock  
Assistant Auditor – Cash Audits



# Ellis County Auditor's Office

<b><u>Janet S Martin, CPA, CFE</u></b> County Auditor	<b><u>K.W. Winkles</u></b> First Assistant Auditor	<b><u>Staci Parr</u></b> Assistant Auditor - Financial
<b><u>Vonda Spurlock, CFE</u></b> Assistant Auditor– Internal Audit	<b><u>Beth Allen</u></b> Assistant Auditor– Internal Audit	<b><u>Amber West</u></b> Assistant Auditor – Internal Audit
<b><u>Kim Brown</u></b> Assistant Auditor– Transactional Audit	<b><u>Michelle Mejorado</u></b> Assistant Auditor– Transactional Audit	<b><u>Renee Mitchell</u></b> Assistant Auditor– Transactional Audit

Date: November 17, 2020

To: Krystal Valdez  
Ellis County Clerk

From: DeVonda Spurlock  
Assistant Auditor – Cash Audits

Re: Audit of County Clerk Receipts

During the month of October, our office has done a random audit of your office’s cash receipt deposits that have been made with the Treasurer’s office in accordance with Local Government Code 115.002. The dates that have been audited are October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>. We have used the scanned documents from the Treasurer’s office and the daily receipt reports to review the receipts for these dates. The following items were noted for deposits made on October 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>:

- Treasurer’s receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- One voided receipt was noted for the 14<sup>th</sup> that was reissued the same day and one on the 20<sup>th</sup> that was reissued the same day.
- Deposits were made in a timely manner with the Treasurer’s office.

We conclude that receipts collected by the Ellis County Clerk’s Office are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

*DeVonda Spurlock*

DeVonda Spurlock  
Assistant Auditor – Cash Audits

F7



# Ellis County Auditor's Office

<b><u>Janet S Martin, CPA, CFE</u></b> County Auditor	<b><u>K.W. Winkles</u></b> First Assistant Auditor	<b><u>Staci Parr</u></b> Assistant Auditor - Financial
<b><u>Vonda Spurlock, CFE</u></b> Assistant Auditor– Internal Audit	<b><u>Beth Allen</u></b> Assistant Auditor– Internal Audit	<b><u>Amber West</u></b> Assistant Auditor – Internal Audit
<b><u>Kim Brown</u></b> Assistant Auditor– Transactional Audit	<b><u>Michelle Mejorado</u></b> Assistant Auditor– Transactional Audit	<b><u>Renee Mitchell</u></b> Assistant Auditor– Transactional Audit

Date: November 17, 2020

To: Jackie Miller Jr.  
Justice of the Peace Pct #2

From: DeVonda Spurlock  
Assistant Auditor – Cash Audits

Re: Audit of Justice of the Peace Pct #2 Receipts

During the month of October, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup>, 29<sup>th</sup>. We have used the scanned documents from the Treasurer's office and the Auditor's report to review the receipts for these dates. The following items were noted for deposit made on October 5<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits are made in a timely manner to the Treasurer's office.

We conclude that receipts collected by the Justice of the Pct #2 are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

*DeVonda Spurlock*

DeVonda Spurlock  
Assistant Auditor – Cash Audits

F9



# Ellis County Auditor's Office

<u>Janet S Martin, CPA, CFE</u> County Auditor	<u>K.W. Winkles</u> First Assistant Auditor	<u>Staci Parr</u> Assistant Auditor - Financial
<u>Vonda Spurlock, CFE</u> Assistant Auditor– Internal Audit	<u>Beth Allen</u> Assistant Auditor– Internal Audit	<u>Amber West</u> Assistant Auditor – Internal Audit
<u>Kim Brown</u> Assistant Auditor– Transactional Audit	<u>Michelle Mejorado</u> Assistant Auditor– Transactional Audit	<u>Renee Mitchell</u> Assistant Auditor– Transactional Audit

Date: November 17, 2020

To: Steve Egan  
Justice of the Peace Pct #4

From: DeVonda Spurlock  
Assistant Auditor – Cash Audits

Re: Audit of Justice of the Peace Pct #4 Receipts

During the month of October, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are October 5<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup> and 29<sup>th</sup>. We have used the scanned documents from the Treasurer's office and the Auditor's reports to review the Receipts for these dates. The following items were noted for deposits made on October 20<sup>th</sup> and 29<sup>th</sup>:

- Treasurer's receipt amounts balanced with the amount of cash and check payments from listed receipts.
- No missing receipts were noted for these deposits.
- No voided receipts were noted for these deposits.
- Deposits are made in a timely manner to the Treasurer's office.

We conclude that receipts collected by the Justice of the Pct #4 are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

*DeVonda Spurlock*

DeVonda Spurlock  
Assistant Auditor – Cash Audits



F10

# ELLIS COUNTY BUDGET AMENDMENT

FISCAL YEAR 2020/2021

**\*\*Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.\*\***

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will  INCREASE/  DECREASE the 2020/2021 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Budgeted Fund Balance	\$ 211.12
	DECREASE	
	<b>TOTAL:</b>	\$ 211.12

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-508020	Equipment	\$ 211.12
	INCREASE	
	<b>TOTAL:</b>	\$ 211.12

  
Signature

11/23/2020  
Date

Sheriff Federal Forfeiture  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT 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:







**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, December 1, 2020 @ 2:00 PM**

**AGENDA**

**Agenda Item No. 1.1**

**Consideration and action of a replat of Bear Creek Park Lots 3R and 3R-1.** The property contains  $\pm$  16.122 acres of land located on the south side of FM 983,  $\pm$  4,000 feet north of Bluff Springs Road, situated in the J.W. Baker Survey, Abstract Number 35, in the extra-territorial jurisdiction (ETJ) of Ferris, Road and Bridge Precinct No. 1.

**Agenda Item No. 1.2**

**Consideration and action of a replat of Simmons Farm Addition, a replat of Lot 10B, Meadowcreek Farms No. 2.** The property contains  $\pm$  6.251 acres of land in the F.D. Robertson Survey, Abstract Number 895, on the east side of Maloney Road,  $\pm$  1,290 feet southeast of the intersection of Feaster Road and Maloney Road, Avalon, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.3**

**Consideration and action of a final plat of Bujnovsky Estates.** The property contains  $\pm$  10.410 acres of land in the Ellis County School Land Survey, Abstract Number 328, located on the east side of Blair Road,  $\pm$  1,574 feet south of the intersection of Edna Road and Blair Road, Waxahachie, Road and Bridge Precinct No. 3.

**Agenda Item No. 1.4**

**Consideration and action of a plat of Steward Addition.** The property contains  $\pm$  1.124 acres of land in the H. Harris Survey, Abstract Number 480, located on the west side of Bud Run Road,  $\pm$  1,943 feet northwest of the intersection of Bud Run Road and Holder Road, Waxahachie, Road and Bridge Precinct No. 3.

**Agenda Item No. 1.5**

**Consideration and action of a plat of Honey J Addition.** The property contains  $\pm$  4.357 acres of land in the Rafael De La Pena Survey, Abstract Number 3, located on the northwest side of FM 660,  $\pm$  3,500 feet northeast of the intersection of FM 660 and FM 813, Ennis, Road and Bridge Precinct No. 1.

**Agenda Item No. 1.6**

**Consideration and action of a plat of Lots 1 and 2, Block 1 of Willborn Estates.** The property contains  $\pm$  5.00 acres of land in the J.P. Laughlin Survey, Abstract Number 627, located on the north side of Springer Road,  $\pm$  2,850 feet east of the intersection of Springer Road and Bryson Lane, in the extra territorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 4.

**Agenda Item No. 1.7**

**Consideration and action of a plat of Lot 1 and 2, Van Carter Addition Final Plat.** The property contains  $\pm$  4.397 acres of land in the H.H. Swisher Survey, Abstract No. 955, located at the northeast intersection of Shaw Road and Cooke Road, in the extra-territorial jurisdiction (ETJ) of Ennis, Road and Bridge Precinct No. 2.



**AGENDA ITEM NO. 1.1**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Bear Creek Park Lots 3R and 3R -1 Replat  
Parcel ID No.147631

**LEGAL CAPTION:**

**Consideration and action of a replat of Bear Creek Park Lots 3R and 3R-1.** The property contains ± 16.122 acres of land located on the south side of FM 983, ± 4,000 feet north of Bluff Springs Road, situated in the J.W. Baker Survey, Abstract Number 35, Ellis County, Texas, in the extra-territorial jurisdiction (ETJ) of Ferris, Road and Bridge Precinct No. 1.



**APPLICANT:**

Sherell and Vaughn Bohannon



**PURPOSE:**

The applicants are requesting to replat their property to create an additional lot for residential use.



**HISTORY:**

The Court approved a plat of Bear Creek Park on April 26, 1984. No other history exists for this property. The City of Ferris ceded authority to the County for this replat approval on October 28, 2020.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

According to the 2019 Plan, FM 983 is classified as a major arterial road. This replat dedicates 10 feet of right-of-way for FM 983, satisfying the minimum requirement.

**Water Provider:**

Rocket Special Utility District has confirmed service for the additional lot, via a twelve-inch line along FM 983.

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised in the Waxahachie Daily Light on October 31, November 14, and November 21, 2020. Fifteen (15) notices were sent to property owners within the subdivision via certified mail on October 30, 2020. To date, the department staff has received no inquiries regarding this replat. All legal notification requirements have been met.



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

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



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

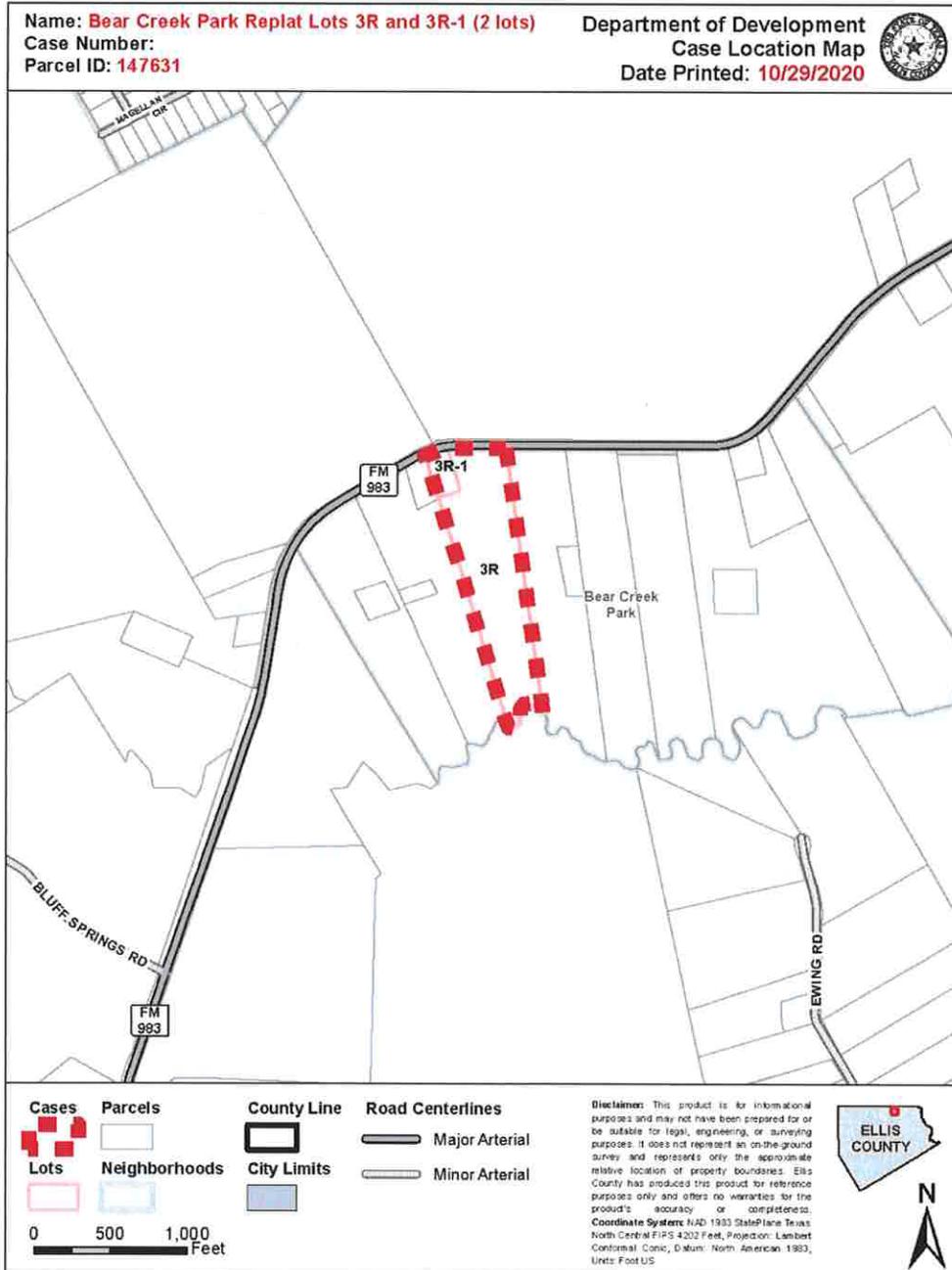


**APPROVED AND PRESENTED BY:**

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



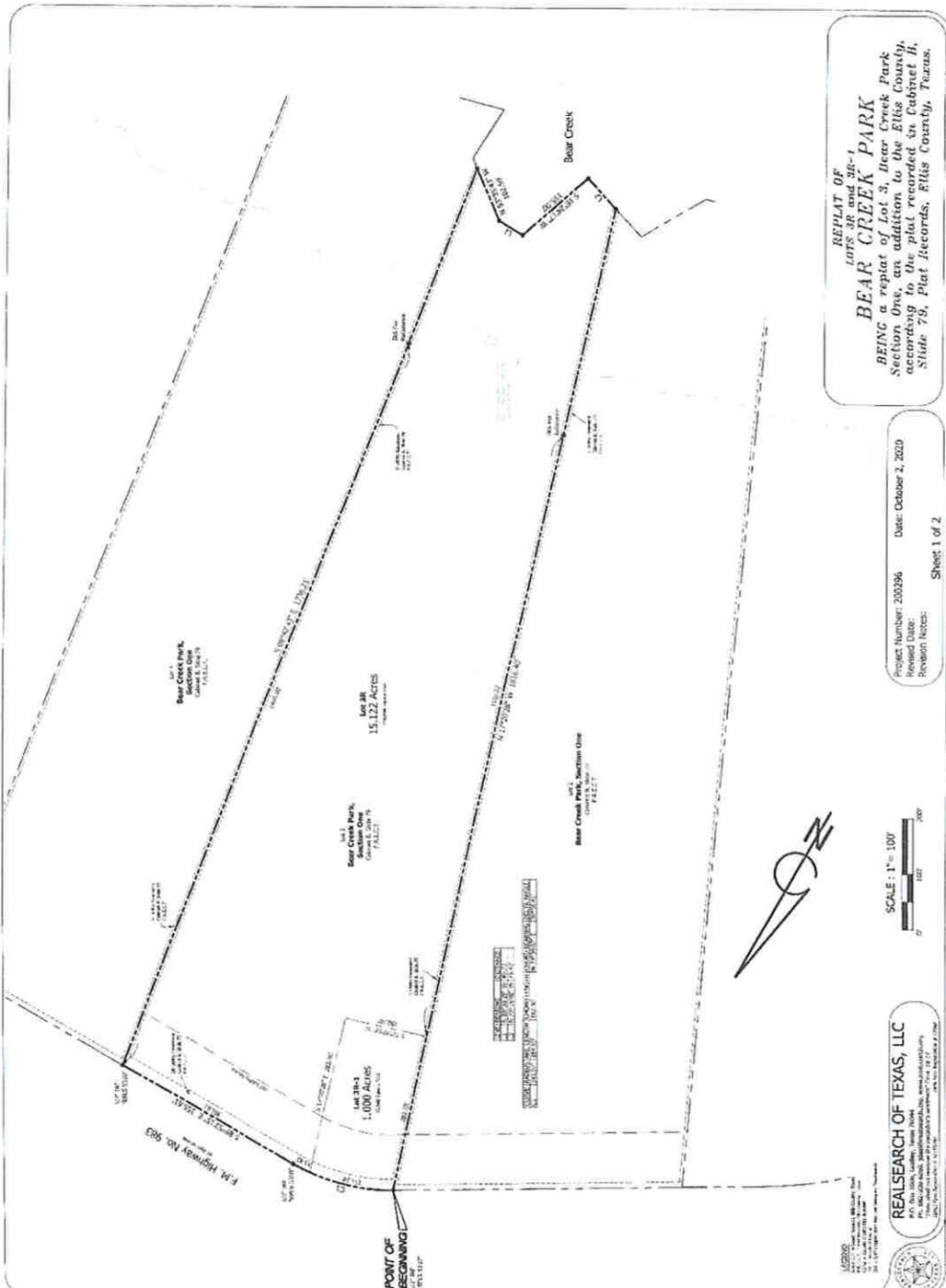
**ATTACHMENT NO. 1 – Location Map**



96691556 32-518142 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 10/29/2020 G:\GIS\MapTemplates\Ellis County Layout\011 DOD\000 Case Location.mxd



ATTACHMENT NO. 2 – Plat





**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Simmons Farms Addition, a replat of Lot 10B, Meadowcreek Farms No. 2  
Parcel ID No. 152780

**LEGAL CAPTION:**

**Consideration and action of a replat of Simmons Farm Addition, a replat of Lot 10B, Meadowcreek Farms No. 2.** The property contains ± 6.251 acres of land in the F.D. Robertson Survey, Abstract Number 895, on the east side of Maloney Road, ± 1,290 feet southeast of the intersection of Feaster Road and Maloney Road, Avalon, Road and Bridge Precinct No. 2.



**APPLICANT:**

Randy Wasson



**PURPOSE:**

The applicant is requesting a replat of the property to create four (4) additional lots for residential use.



**HISTORY:**

The Court approved a plat of Meadowcreek Farms No. 2 on April 26, 1974.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Simmons Farm Addition dedicates 30 feet of right-of-way along Maloney Road, satisfying the County's minimum requirement.

**Water Provider:**

Mr. Phillips of the Avalon Water Supply Corporation confirmed availability of service from a 3" line along Feaster Road, once the line has been extended at the applicant's expense to this property (± 2,000 feet).

**Public Notice Information:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised in the Waxahachie Daily Light on October 31, November 14, and November 21, 2020. Eleven (11) notices were sent to property owners within the subdivision via certified mail on October 30, 2020. To date, the department staff has received no inquiries regarding this replat. All legal notification requirements have been met.



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

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



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this plat, with the following condition:

1. Confirmation of completion of infrastructure improvements from Avalon Water Supply Corporation. Per the utility endorsement form, these upgrades must be completed to provide domestic service per TCEQ regulations and requirements.



**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**



98790629 32.254907 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 9/15/2020 O:\GIS\MapTemplates\Ellis County Layouts\11.DOC ©OD Case Location.mxd





**AGENDA ITEM NO. 1.3**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Bujnovsky Estates Final Plat  
Parcel ID No. 182896

**LEGAL CAPTION:**

**Consideration and action of a final plat of Bujnovsky Estates.** The property contains ± 10.410 acres of land in the Ellis County School Land Survey, Abstract Number 328, located on the east side of Blair Road, ± 1,574 feet south of the intersection of Edna Road and Blair Road, Waxahachie, Road and Bridge Precinct No. 3.



**APPLICANT:**

Michael Bujnovsky



**PURPOSE:**

The applicant is requesting to subdivide into four (4) lots for residential use.



**HISTORY:**

No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Bujnovsky Estates dedicates by this plat 30 feet of right-of-way along Blair Road, satisfying the County's minimum requirement.

**Water Provider:**

Nash Forrester WSC has confirmed availability of service for Bujnovsky Estates.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



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

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



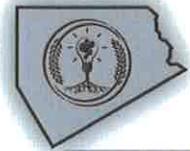
**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

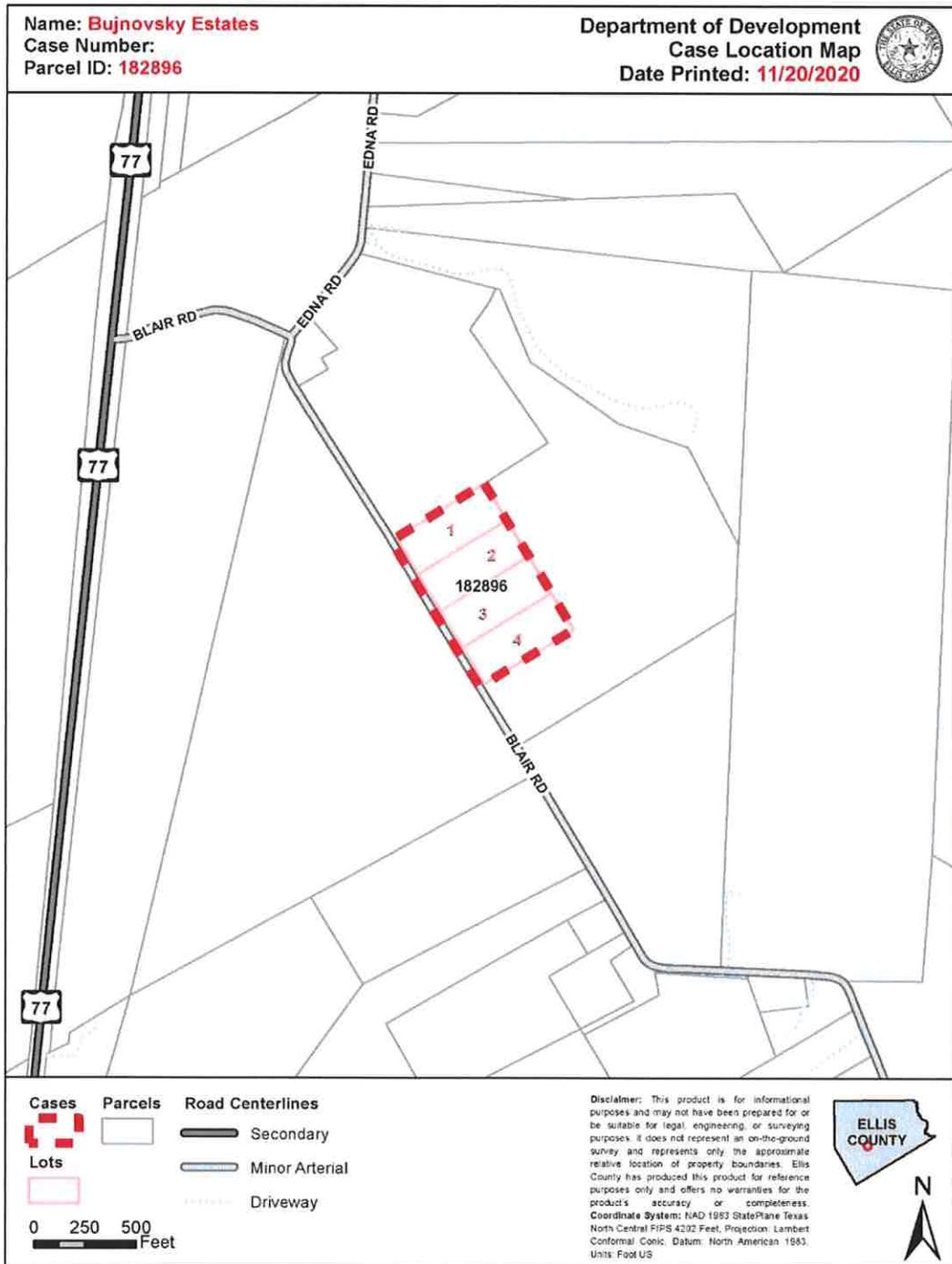


**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – Location Map



-96.655782 32.279371 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/20/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\1000 Case Location.mxd





**AGENDA ITEM NO. 1.4**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Steward Addition  
Parcel ID No. 185317

**LEGAL CAPTION:**

**Consideration and action of a plat of Steward Addition.** The property contains ± 1.124 acres of land in the H. Harris Survey, Abstract Number 480, located on the west side of Bud Run Road, ± 1,943 feet northwest of the intersection of Bud Run Road and Holder Road, Waxahachie, Road and Bridge Precinct No. 3.



**APPLICANT:**

Adam Steward



**PURPOSE:**

The applicant is requesting to plat one lot for residential use.



**HISTORY:**

No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Steward Addition dedicates by this plat 30 feet of right-of-way along Bud Run Road, satisfying the County's minimum requirement.

**Water Provider:**

Nash Forreton WSC has confirmed availability of service for Steward Addition via a 6-inch line along Bud Run Road.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



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

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

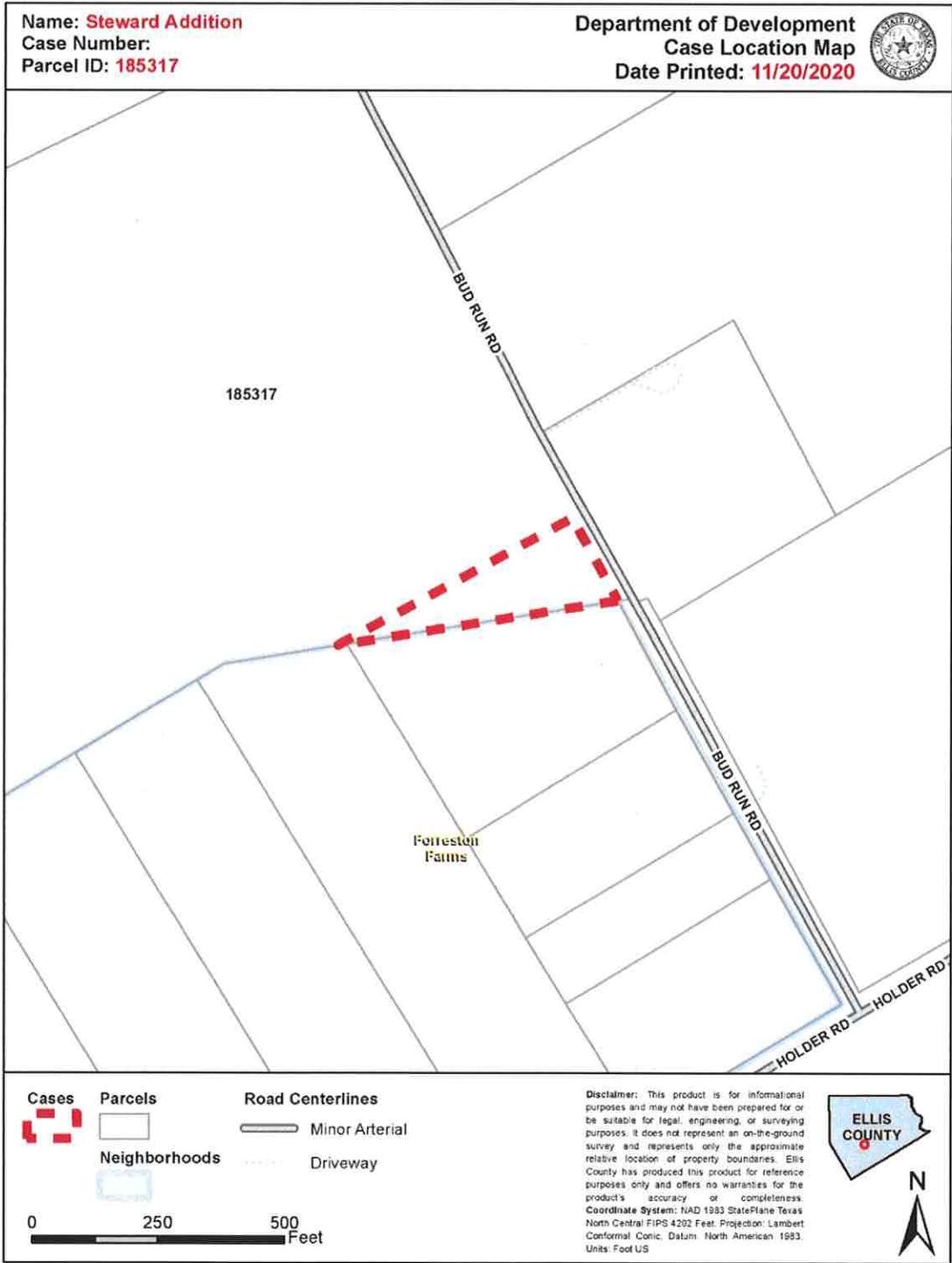


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.843304 32.257865 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/20/2020 G:\GIS\Map\Templates\Ellis County Layouts\11 DOD\1000 Case Location.mxd





**AGENDA ITEM NO. 1.5**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Honey J Addition  
Parcel ID No. 178831

**LEGAL CAPTION:**

**Consideration and action of a plat of Honey J Addition.** The property contains ± 4.357 acres of land in the Rafael De La Pena Survey, Abstract Number 3, located on the northwest side of FM 660, ± 3,500 feet northeast of the intersection of FM 660 and FM 813, Ennis, Road and Bridge Precinct No. 1.



**APPLICANT:**

Brian and Maranda Johnson



**PURPOSE:**

The applicant is requesting to plat one lot for residential use.



**HISTORY:**

No other history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

According to the County's Plan, FM 660 is classified as an existing principal arterial road. Honey J Addition dedicates by this plat 20 feet of right-of-way along FM 660, satisfying the County's minimum requirement.

**Water Provider:**

Rockett SUD has confirmed availability of service for Honey J Addition via a 1 1/2-inch line along FM 660.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



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

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

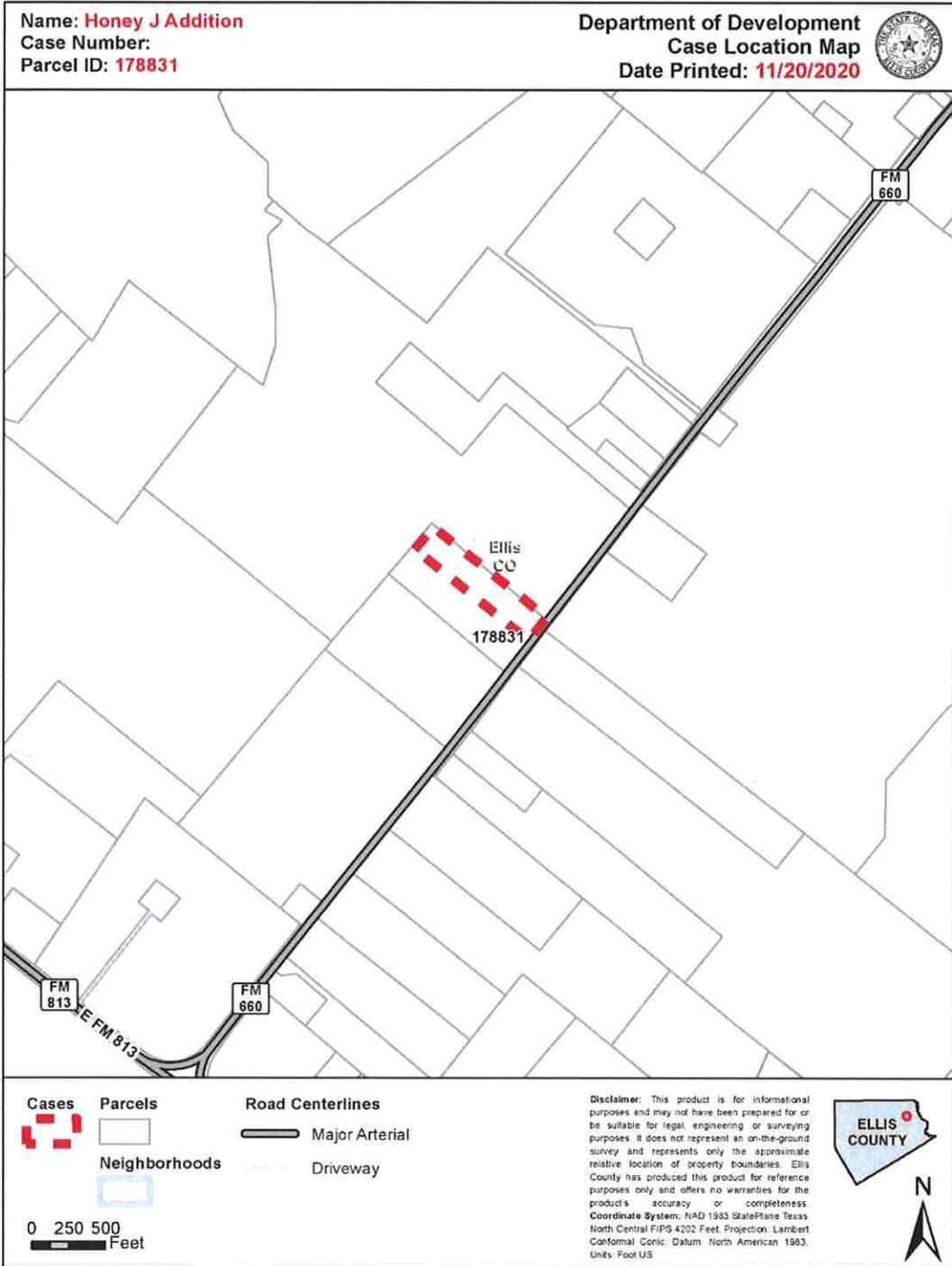


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96.582140 32.451520 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/20/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd





**AGENDA ITEM NO. 1.6**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Willborn Estates  
Parcel ID No. 200070

**LEGAL CAPTION:**

**Consideration and action of a plat of Lots 1 and 2, Block 1 of Willborn Estates.** The property contains ± 5.00 acres of land in the J.P. Laughlin Survey, Abstract Number 627, located on the north side of Springer Road, ± 2,850 feet east of the intersection of Springer Road and Bryson Lane, in the extra territorial jurisdiction (ETJ) of Midlothian, Road and Bridge Precinct No. 4.



**APPLICANT:**

Billy Wayne Willborn



**PURPOSE:**

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



**HISTORY:**

No other subdivision history exists for this property. Commissioners' Court granted a one-time variance for road frontage on July 14, 2020, Minute Order No. 281.20.

The City of Midlothian administratively approved the plat on November 4, 2020.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Willborn Estates dedicates by this plat ± 28.38 feet of right-of-way along Springer Road, satisfying the County's minimum requirement.

**Water Provider:**

Sardis Lone Elm WSC has confirmed availability of service for Willborn Estates via an 8-inch line along Springer Way.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

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



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

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

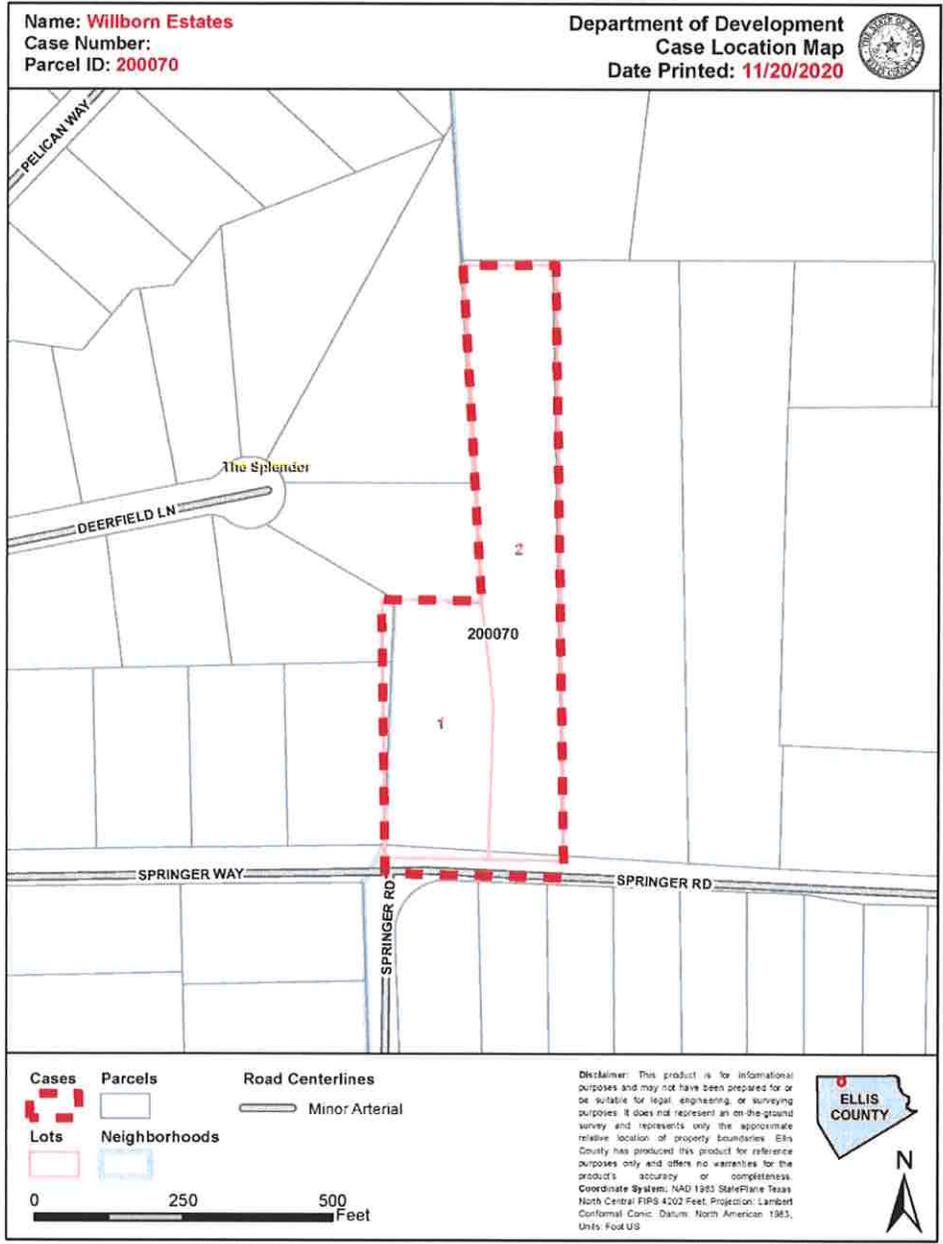


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-96 916281 32 513754 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/20/2020 G:\GIS\Mapa\Templates\Ellis County Layouts\11 DOD\000 Case Location.mxd





**AGENDA ITEM NO. 1.7**  
Ellis County Commissioners' Court  
December 1, 2020



**SHORT TITLE:**

Van Carter Addition Final Plat  
Parcel ID No. 190421

**LEGAL CAPTION:**

**Consideration and action of a plat of Lot 1 and 2, Van Carter Addition Final Plat.** The property contains ± 4.397 acres of land in the H.H. Swisher Survey, Abstract No. 955, located at the northeast intersection of Shaw Road and Cooke Road, in the extra-territorial jurisdiction (ETJ) of Ennis, Road and Bridge Precinct No. 2.



**APPLICANT:**

Van Edward Carter



**PURPOSE:**

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



**HISTORY:**

No other subdivision history exists for this property.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

Van Carter Addition dedicates by this plat 30 feet of right-of-way for both Shaw Road and Cooke Road, satisfying the County's minimum requirement.

**Water Provider:**

Rockett SUD has confirmed availability of service, pending infrastructure upgrades at Shaw Road and Cooke Road for Van Carter Addition.



**ATTACHMENTS:**

1. Location Map
2. Plat



**RECOMMENDATION:**

The plat meets all the requirements outlined in the Ellis County Subdivision and Development Standards. Staff recommends **approval** of this plat, pending completion of infrastructure upgrades.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



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

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

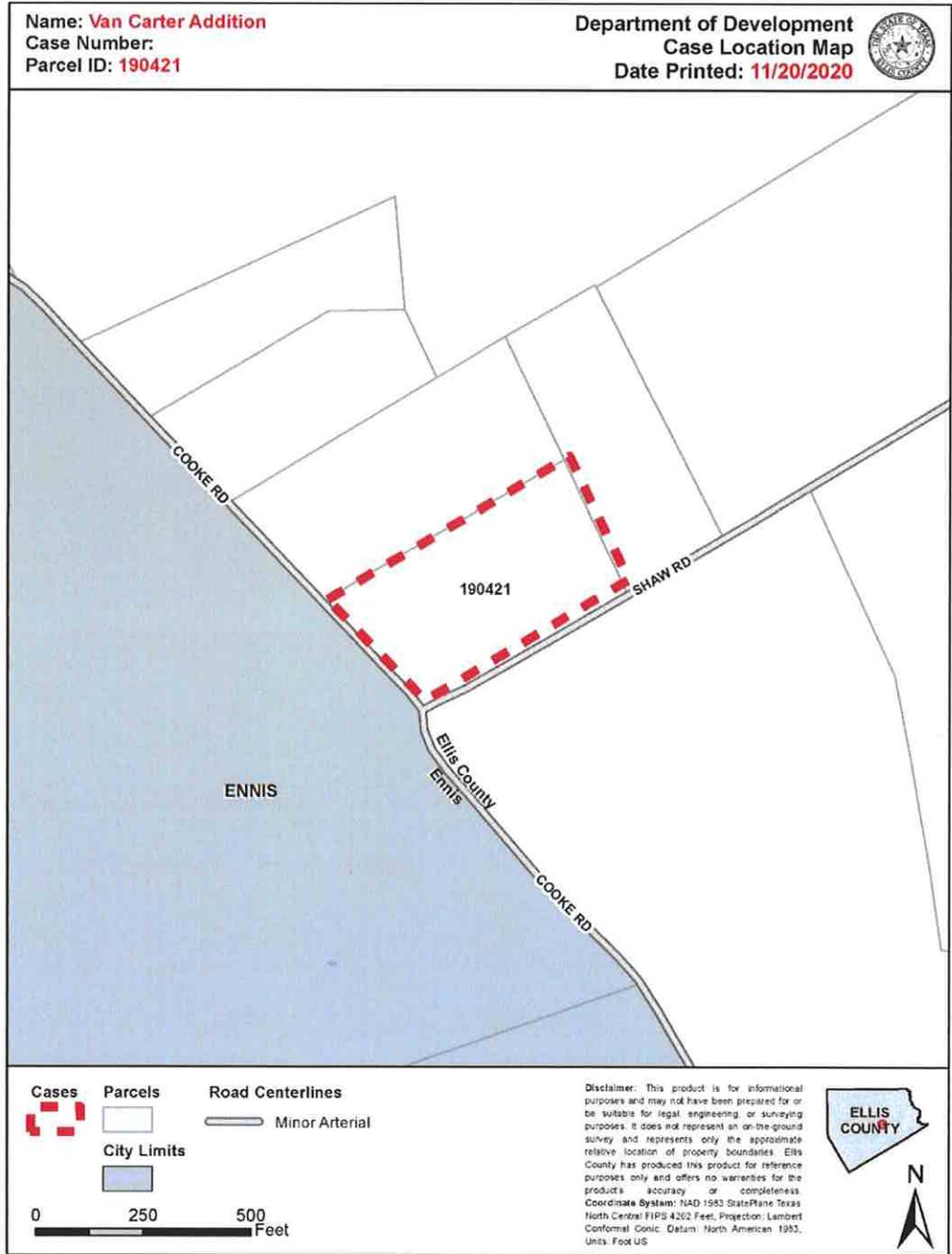


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – Location Map**



-98-702521 32.335423 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/20/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



3,5

**RESOLUTION**

**A RESOLUTION OF THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS, TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE COUNTY TRANSPORTATION INFRASTRUCTURE GRANT PROGRAM**

**WHEREAS**, Ellis County applied for grant funds under the County Transportation Infrastructure Grant Program and the Texas Department of Transportation (TxDOT) awarded Ellis County with a total eligible grant award of \$162,703.00; and

**WHEREAS**, before receiving any allowable reimbursements from the eligible grand amount, Ellis County must enter into a grant agreement with TxDOT.

**NOW THEREFORE BE IT RESOLVED**, that the Ellis County Commissioners Court authorizes the County Judge to execute the County Transportation Infrastructure Fund Grant Agreement.

**BE IT FURTHER RESOLVED**, that the Ellis County Commissioners Court authorizes the County Judge to sign all invoices, certifications, and any other necessary documentation related to the County Transportation Infrastructure Grant Program.

RESOLVED THIS \_\_\_\_\_ DAY OF December, 2020

\_\_\_\_\_  
Todd Little  
Ellis County Judge

\_\_\_\_\_  
Randy Stinson  
Commissioner, Pct. 1

\_\_\_\_\_  
Lane Grayson  
Commissioner, Pct. 2

\_\_\_\_\_  
Paul Perry  
Commissioner, Pct. 3

\_\_\_\_\_  
Kyle Butler  
Commissioner, Pct. 4

ATTEST:

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

3.6

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND ISD OF FERRIS, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the ISD of Ferris, a INDEPENDENT SCHOOL DISTRICT of the State of Texas, hereinafter referred to as a (the "ISD").

**WITNESSETH:**

**WHEREAS,** the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS,** such contract is 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,** for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include 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 shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. 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 31st, 2021 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement 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:
  - a) 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
  - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. 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 Agreement, or as outlined by the Texas Prompt Payment Act.
7. 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.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

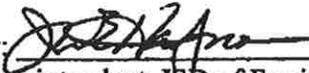
ELLIS COUNTY, TEXAS

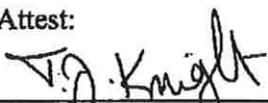
By: \_\_\_\_\_  
 Todd B. Little, County Judge

ATTEST:

By: \_\_\_\_\_  
 Krystal C. Valdez, County Clerk

ISD OF FERRIS, TEXAS

By:   
 Superintendent, ISD of Ferris  
 JAMES HARTMAN

Attest:  
  
 \_\_\_\_\_  
 ISD Administrator  
 T.J. KNIGHT, DEPUTY SUPERINTENDENT

3.7

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND ISD OF PALMER, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the ISD of Palmer, a School District of the State of Texas, hereinafter referred to as a (the "ISD").

**WITNESSETH:**

**WHEREAS,** the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS,** such contract is 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,** for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include 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 shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. 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 31st, 2021 ("Effective Period").



3.0

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND CITY OF FERRIS, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of Ferris, a municipality of the State of Texas, hereinafter referred to as a (the "City").

**WITNESSETH:**

**WHEREAS,** the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS,** such contract is 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,** for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include 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 shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. 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 31st, 2021 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement 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:
  - a) 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
  - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. 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 Agreement, or as outlined by the Texas Prompt Payment Act.
7. 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.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ELLIS COUNTY, TEXAS

By: \_\_\_\_\_  
 Todd B. Little, County Judge

ATTEST:

By: \_\_\_\_\_  
 Krystal C. Valdez, County Clerk

CITY OF FERRIS, TEXAS

By: \_\_\_\_\_  
 CITY of Ferris

Attest:  
 \_\_\_\_\_  
 CITY Administrator



3.9 AH

# COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

**Please fill out this form completely:**

DATE: NOVEMBER 13, 2020 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: KATY KITCHENS

PHONE: 972-825-5130 FAX: 972-825-5148

DEPARTMENT OR ASSOCIATION: ELLIS COUNTY CSCD

ADDRESS: 202 CLIFT STREET

PREFERRED DATE TO BE PLACED ON AGENDA: DECEMBER 1, 2020

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
APPROVAL OF THE CORRECTIONS SOFTWARE SOLUTIONS PROFESSIONAL SERVICES AGREEMENT

---

---

---

---

---

---

---

---

---

---

\*  
\_\_\_\_\_  
County Attorney Approval