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**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript
Reporting Period: 1/1/ 2017- 12/31/2017

Hon. Paul Perry
 Ellis County Commissioner, Pct.3
 PO Box 396
 Italy, TX 76651-0396

Term:
 1/1/2013 - 12/31/2020

Phone: (972) 825-5340
 Fax: (972) 483-7478

Last 4 digits of SSN

01/01/2017	Excess hours carried from prior period	8.00
02/28/2017	Texas Association of Counties - Basics of County Investment	8.75
06/13/2017	South Texas Conference	5.00

Total Hours Earned: 21.75

You have met your 2017 Commissioner Statutory Continuing Education requirement.

You will carry forward 5.75 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

ELLIS COUNTY INVESTMENT POLICY
Revised 09/12/2017

Carol Bush, County Judge

Randy Stinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Paul Perry, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

Ellis County Investment Policy

Revised 09/12/2017

I. Investment authority and scope of policy

A: General Statement

This policy serves to satisfy the statutory requirements of Government Code Chapter 2256 to define and adopt a formal investment policy. Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005 (E)

B. Funds Included

This investment policy applies to all financial assets of all funds of Ellis County, Texas at the present time and any funds to be created in the future and any other funds held in custody by the Ellis County Treasurer.

C: County's Investment Officer

In accordance with Government Code Chapter 2256.005 (f) and (g), Cheryl Chambers, Ellis County Treasurer, may invest County funds that are not immediately required to pay obligations of the County

II. Investment objectives

A. General Statement

Funds of the County will be invested in accordance with federal and state laws, this investment policy and applicable written administrative procedures. The County will invest according to investment strategies for each fund as they are hereby adopted as Exhibit B.

B. Safety and Maintenance of Adequate Liquidity

Ellis County is concerned about the return of its principal; therefore, safety of principal is the primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability plan which provides for liquidity necessary to pay obligations as they become due. The Investment Officer shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon required independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the Commissioner's Court of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating. This language will not limit the

ability of the Investment Officer to liquidate the security at an earlier time if he or she feel it a prudent decision to do so.

C. Diversification

It will be the policy of Ellis County to diversify its portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments.

D. Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal laws governing investment of public funds.

E. Maturity

The maximum allowable stated maturity of any individual investment owned by the County is two years. For pooled funds, the maximum average dollar-weighted maturity is 90 days.

F. Quality and Capability of Investment Management

It is the County's policy to provide training required by Government Code 2256, and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions.

III. Investment Types

The Ellis County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law.

AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) direct obligations of this state or its agencies and instrumentalities;
- (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

Fully insured or collateralized certificates of deposit from any bank doing business in the State of Texas and under the terms of a written agreement with that bank, not to exceed one year to stated maturity, to include certificates of deposit purchased through the CDARS program with a Texas bank; FDIC insured brokered certificates of deposit securities from a bank in any US state, delivered versus payment to Ellis County's safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on

www.2fdic.gov/idasp/main_bankfind.asp to assure that the bank is FDIC insured. The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by Ellis County based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places Ellis County above the FDIC insurance level.

AUTHORIZED INVESTMENTS: MUTUAL FUNDS. (a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);

(3) has a dollar-weighted average stated maturity of 90 days or fewer; and

(4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years;

(3) is invested exclusively in obligations approved by this subchapter;

(4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and

(5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the

governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the following information:
 - (A) the types and percentage breakdown of securities in which the pool is invested;
 - (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (E) the size of the pool;
 - (F) the number of participants in the pool;
 - (G) the custodian bank that is safekeeping the assets of the pool;

(H) a listing of daily transaction activity of the entity participating in the pool;

(I) the yield and expense ratio of the pool;

(J) the portfolio managers of the pool; and

(K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

IV. Investment Responsibility and Control

A. Investment Institutions Defined

The Ellis County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository and Sub-Depository Bank contracts.

1. Depository Bank
2. Sub-Depository Bank(s)
3. Other state or national banks domiciled in Texas that are insured by FDIC or its successor
4. State or federal credit unions domiciled in Texas that are insured by FDIC or National Credit Union Share Insurance Fund or its successor

B. Qualifications for Broker/Dealers

A written copy of this investment policy shall be presented to any person seeking to sell to the County an authorized investment. The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument in a form acceptable to the County and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the investment policy of the County; and
2. Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization. The County Investment Officer may not buy any securities from a person who has not delivered to the County an instrument in substantially the form provided above according to Government Code Section 2256.005 (I)

By adopting this investment policy, the Ellis County Commissioners Court is authorizing the use of the broker/dealers as listed in Exhibit C.

C. Standards of Operation

The County Investment Officer shall develop and maintain administrative procedures for the operation of the investment program, consistent with this investment policy.

D. Methods to Monitor Market Price

At least two outside sources of pricing information shall be contacted prior to the purchase of securities using public funds. These sources may include but are not limited

to the following: competing broker/dealers, printed financial sections of periodicals, internet web sites, and Bloomberg Reports.

E. Delivery vs. Payment

It will be the policy of the County to settle all transactions, except investment pool funds and mutual funds, on a Delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received through the Federal Reserve Wire, the securities purchased.

F. Audit Control

The Ellis County Commissioner's Court will have an annual financial audit of all County funds by an independent auditing firm as well as an annual compliance audit of management controls on investments and adherence to the County's established investment policies in accordance with Government Code 2256.005 (M).

G. Standard of Care

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity and yield. In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the County's control, over which the Officer had responsibility, rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the County.

V. Investment Reporting

A. Quarterly Report

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceeding reporting period within a reasonable time after the end of the period. This report will be in compliance with Government Code 2256.023

VI. Investment Collateral and Safekeeping

The Ellis County Treasurer shall insure that all non-invested county funds are fully collateralized or insured by:

Obligations of the U.S. or its agencies and instrumentalities

2. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the U.S., the underlying security for which is guaranteed by an agency or instrumentality of the U.S, and are not:
 - (a) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's); or
 - (b) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's); or
 - (c) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; or
 - (d) collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in the market index (inverse floaters).
3. Other obligations the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the U.S. or their respective agencies and instrumentalities.

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank. All certificates of deposit, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution. All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

Exhibit B
INVESTMENT STRATEGY

Updated 01/24/2017

All available non-cash funds of Ellis County are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives. This strategy is achieved by investing in instruments authorized by the County's investment policy.

Ellis County Pooled Cash Funds:

Levee Improvement District #4

- General
- Road Improvement Fund
- Road and Bridge
- Farm to Market
- Lateral Road
- County & District Court Tech
- Justice Court Technology
- DC Archives Records Mgt.
- Permanent Improvement
- Law Library
- Trust & Agency
- Records Management
- CC Archives Records Management
- Right of Way Available
- Environmental Funds
- Right of Way 2008
- District Clerk Records Tech
- Road District #1
- Road District #5
- Road District #16
- District Attorney Check Processing
- District Attorney Drug Forfeiture
- General Records Manage./Preserv.
- Courthouse Security
- Court Rec. Preservation 51.708
- Election Admin. Fees
- DWI Blood Draw
- Interest and Sinking
- Grant Pass Through
- Constable 1 Forfeiture

Other Funds of Ellis County:

- Adult Probation
- Juvenile Probation
- Jury
- Sheriff Federal Drug Forfeiture
- Adult Specialized Caseloads
- Sheriff Seizure
- Sheriff Drug Forfeiture
- District Attorney Drug Seizure
- Juvenile Community Corrections
- Constable #2 Seizure
- Constable #2 Forfeiture
- Constable #4 Forfeiture
- Constable #4 Seizure
- Law Enforcement Block Grant
- Levee Improvement District #2
- Levee Improvement District #3

Exhibit C

Authorized Brokers

Revised 09/12/2017

Chapter 2256 of the Texas Statutes provides for the investment of public funds. Section 2256.025 provides that the governing body of an investing entity or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

In compliance with Section 2256.025 of the Texas Statutes, the County Commissioners of Ellis County have adopted the following list of qualified brokers that are authorized to engage in investment transactions with Ellis County.

Name of Broker

Kyle Appling
Timothy Pinon
Eddie R. Yancey

Name of Brokerage Firm

Comerica Securities
Wells Fargo Bank
First Financial Bank

Authorized Investment Pools

Lone Star Investment Pool
Texpool/TexPool Prime
TexSTAR
TexasClass
Funds Management Group
TexasTerm

Adopted by the County Commissioners of Ellis County this 12th day of September 2017.



Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS, Ellis County

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.	<i>Cheryl Chambers</i>	9 7 2 8 2 5 5 1 2 7
	Signature	Telephone Number
	Cheryl Chambers	9 7 2 8 2 5 5 1 2 9
	Printed Name	Fax Number
	Ellis County Treasurer	Cheryl.Chambers@co.ellis.tx.us
	Title	Email
2.	<i>Lauri Hartley</i>	9 7 2 8 2 5 5 1 2 8
	Signature	Telephone Number
	Lauri Hartley	9 7 2 8 2 5 5 1 2 9
	Printed Name	Fax Number
	Deputy Treasurer	Lauri.Hartley@co.ellis.tx.us
	Title	Email
3.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
4.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email



TexPool Prime Account Setup Form

10 | 9 | 1 | 1 | 2 | 2 | 0 | 1 | 1 | 7 |
Effective Date*

This letter authorizes TexPool Participant Services to copy the account(s) listed below from TexPool to TexPool Prime. All account information including banking instructions will be copied exactly from the existing TexPool accounts.

*Required Fields

1. Participant Information

Ellis County
Participant Name* | 7 | 7 | 4 | 0 | 8 |
Location Number*

2. Instructions

TexPool (449) Account Number(s) to be copied to TexPool Prime (590):

0774080001	
0774080011	
0774080012	
0774080013	
0774080014	
0774080015	

3. Signatures

Note: This authorization must be executed by two current Authorized Representatives for the Participant as set forth in the fully enacted Resolution of the Participant, which is on file with TexPool Participant Services.

As a current Authorized Representative, I certify that the above information is both true and correct.

Chris Chub
Signature of First Authorized Representative*

_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|

Cheryl Chambers
Printed Name*

9 | 7 | 2 | 8 | 2 | 5 | 5 | 1 | 2 | 7 |
Telephone Number*

Ellis County Treasurer
Title*

Lauri Hartley
Signature of Second Authorized Representative*

_____|_____|_____|_____|_____|_____|_____|_____|_____|_____|

Lauri Hartley
Printed Name*

9 | 7 | 2 | 8 | 2 | 5 | 5 | 1 | 2 | 8 |
Telephone Number*

Deputy Treasurer
Title*

4. Mailing Instructions

The completed TexPool Prime Account Setup Form can be faxed to TexPool Participant Services at 1-866-839-3291. Please mail the original form to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-BANK

2 OF 2

TexPool Participant Services

1001 Texas Avenue, Suite 1400 • Houston, TX 77002

Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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G45340-08 (7/15)



TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "TexPool Investment Pools"), and Ellis County (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN, ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN, ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the *Participant*:

Ellis County
Participant

1095 Jackson Street
Address

Waxahachie, TX 75165
City, State, Zip

9728255127 9728255129
Telephone Fax

To *Trust Company* with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-3716
FAX No.: (512) 463-0823

To *TexPool Investment Pools* with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Ave., Suite 1400
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 75-6000935. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notifies, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Article VI: Miscellaneous (continued)

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT:

 Signature
 | Carol Bush |
 Printed Name
 | County Judge |
 Title
 | 091122017 |
 Date

**TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER OF PUBLIC ACCOUNTS**

 Signature

 Printed Name

 Title
 | | | | | | | | | |
 Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the 12 day of September, 2017.

 Signature
 | Cindy Polley |
 Printed Name
 | County Clerk |
 Title

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-ENROLL

4 OF 4

TexPool Participant Services
 1001 Texas Avenue, Suite 1400 • Houston, TX 77002
 Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

Managed and
 Serviced by **Federated**

G45340-21 (9/15)

A4

FILED FOR RECORD

COUNTY AUDITOR COMPENSATION ORDERS

2017 AUG 30 AM 8:58

MELANIE REED
DISTRICT CLERK
ELLIS COUNTY, TX

By authority of V.T.C.A. Local Government Code and after public hearing held on August 14, 2017, as provided by V.T.C.A. Local Government Code 152.905, it is ordered that for Ellis County 2017-2018 fiscal year, the Auditor of Ellis County, Texas and the Assistant Auditors of Ellis County, Texas shall be paid a salary as set forth in Exhibit A plus any merit or other increases authorized to the majority of other employees of Ellis County, Texas and any other benefits authorized to other employees of Ellis County, Texas in the 2017-2018 budget; but not to exceed the maximum provided by law; and the Auditor's travel expenses and other allowances shall be paid for the 2017-2018 fiscal year as set forth in Exhibit A and attached hereto plus any additional amounts approved by the Ellis County Commissioners Court, but not to exceed the maximum provided by law.

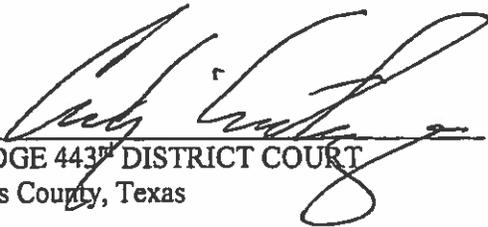
Signed, this 28 day of August 2017.



JUDGE 40th DISTRICT COURT
Ellis County, Texas



JUDGE 378th DISTRICT COURT
Ellis County, Texas



JUDGE 443rd DISTRICT COURT
Ellis County, Texas

Exhibit A

Ellis County Auditor's Office 2017/2018 Budget

Category	Adopted 2017/2018 Budget
Salaries	\$ 381,996.00
Longevity	\$ 180.00
Insurance	\$ 63,600.00
Social Security	\$ 27,706.00
Retirement	\$ 40,600.00
Telephone	\$ 1,500.00
Supplies	\$ 4,500.00
Equipment	\$ 800.00
Conference	\$ 6,210.00
Dues	\$ 915.00
Computer	\$ 1,500.00
Contract Labor	\$ 2,900.00
Total	\$ 512,407.00

Breakdown of individual positions and salaries:

Ellis County Auditor's Office

<u>Position</u>	<u>Name</u>	2017/2018 Proposed Salary
County Auditor	Miykael Reeve	\$ 110,000.00
First Asst. Co. Auditor	Beth Allen	\$ 71,000.00
Assistant County Auditor Internal II	Devonda Spurlock	\$ 50,470.00
Assistant County Auditor Internal	Kim Brown	\$ 44,928.00
Assistant County Auditor Payroll	Lisa Arent	\$ 44,928.00
Assistant County Auditor	Brisa Gray	\$ 40,870.00
		\$ 381,996.00

ORIGINAL

AS

COURT REPORTER COMPENSATION ORDER

By authority of V.T.C.A. Government Code 52.051, it is ordered that for Ellis County 2017-2018 fiscal year, the official District Court Reporter of the 40th Judicial District Court shall be paid a salary of \$73,202.00 plus any merit increases and any other employee benefits authorized to other employees and elected officials of Ellis County, Texas; but not to exceed the maximum provided by law.

Signed, this AUG 21 2017 day of August, 2017.



JUDGE 40th DISTRICT COURT
Ellis County, Texas

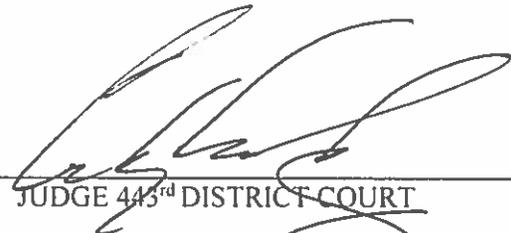
FILED FOR RECORDS
2017 AUG 30 AM 10:45
MELANIE REED
DISTRICT CLERK
ELLIS COUNTY, TX

COURT REPORTER COMPENSATION ORDER

By authority of V.T.C.A. Government Code 52.051, it is ordered that for Ellis County 2017-2018 fiscal year, the official District Court Reporter of the 443rd Judicial District Court shall be paid a salary of \$73,202.00 plus any merit increases and any other employee benefits authorized to other employees and elected officials of Ellis County, Texas; but not to exceed the maximum provided by law.

Signed, this 23 day of August, 2017.

FILED FOR RECORDS
2017 AUG 30 AM 10:45
MELANIE HENNING
DISTRICT CLERK
ELLIS COUNTY, TX



JUDGE 443rd DISTRICT COURT
Ellis County, Texas 

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

AG

NAME: Mark Arnold

TITLE: County Extension Agent – Agriculture

COUNTY: Ellis

MONTH: August 2017

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/1	Waxahachie-Midlothian area; Homeowner consultation, Master Gardener Board Meeting, Fall Stock Show Meeting	32		
8/2	Waxahachie area; Private Applicator Training, 4-H Beef Project Workday	27		
8/4	Waxahachie-Ennis area; 4-H Awards Banquet setup	39		
8/5	Waxahachie-Ennis area; 4-H Awards Banquet	17		
8/7	Waxahachie area; Producer/Homeowner consultation	37		
8/8	Waxahachie area; Producer/Homeowner consultation	16		
8/9	Waxahachie-Valera; District 8 Ag/4-H Agent In-service	207		
8/11	Valera-Waxahachie; District 8 Ag/4-H In-Service	210		
8/14	Waxahachie area; NRCS Planning Meeting, Master Gardener Greenhouse Meeting	29		
8/16	Waxahachie area; Ellis County Youth Expo Meeting	16		
8/24	Waxahachie-Waco-Return; Blackland Income Growth Conference Planning Meeting	129		
8/25	Waxahachie area; 4-H Beef Project Show set up	27		
8/26	Waxahachie area; 4-H Beef Project Show "Cooler Classic"	16		
8/27	Waxahachie area; 4-H Beef Project Show "Cooler Classic"	31		
8/29	Bardwell-Waxahachie area; Producer consultation	32		
8/29	Waxahachie area; Homeowner consultation	16		
		881		

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: 09/01/17

Signed: _____

Mark Arnold

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 881****Selected major activities since last report****August 2017**

- 8/1 Homeowner consultation on turf management, disease and insect control, Midlothian area. Agent assisted 4-H Agent, livestock project leaders and members with completion of Fall Major Stock Show entries. Ellis county 4-H members entered West Texas State Fair- Abilene, East Texas State Fair in Tyler, State Fair of Texas -Dallas and the Heart of Texas Fair in Waco.
- 8/2 Private applicator training course offered for producer wanting to become licensed through the Texas Department of Agriculture as a Private Applicator of Pesticides.
- 8/4 4-H Beef Project Workday held with 16 members and 26 head of beef projects. Hoof care, parasite control, feeds and feeding and showmanship topics were covered.
- 8/5 Agent assisted 4-H Agent, leaders, members and parents with annual 4-H Awards Banquet. Outstanding achievements by 4-H members and support of the 4-H program were recognized. **120 in attendance**
- 8/9,10,11 Agent and 4-H Agent attended District 8 In-service training in Valera, Texas to assist in developing educational program plans for 2018.
- 8/14 Agent met with **15** area producers, NRCS and FSA personnel to discuss educational needs, conservation needs and related topics for Ellis County producers.
- 8/16 **22** Ellis County Ag Science Advisors, show officials and Extension Agents met to discuss plans, schedules and rule changes for the 2018 Ellis County Youth Expo scheduled for ***March 25-31, 2018***
- 8/18,19 Agent assisted local volunteer fire department officials with the annual Central High/Bardwell Volunteer Fire Department Fund Raiser. Annual event had over **400 in attendance** for dinner, auctions and dance to support their organizations.
- 8/22 Agents participated in District Program Planning In-service via Link.
- 8/24 Agent and Black land Income Growth Chairman, Bill Forbes of Midlothian attended the B.I.G. Executive Board Meeting in Waco to discuss and plan the annual educational event to be held ***January 10-11, 2018***
- 8/26,27 Agent and 4-H Beef Project volunteers hosted the annual "Cooler Classic" steer and heifer show where over **175** local and out of county entries participated. Proceeds from their event help support the local program and various scholarships to graduating Seniors.

Educational Programming

Programs	7
Participants	775

Educational Contacts

Site Visits 4-H	15
Site Visits Ag	6
Telephone	1604
MG/MN Telephone	46
Office Visits	94
E-Mails	333
Newsletter/Letters	654
E-Gardening Newsletters	1995

Media Outreach:

Website hits	169
News Releases	1
Facebook posts	85
MG/MN new releases	9
MG/MN magazine	2
MG TV/Radio	4

Major plans for next month

9/8,9,10

West Texas State Fair -Abilene-Junior Heifer Shows-Abilene

9/11 Master Gardener Greenhouse Development Committee Meeting-Waxahachie

9/12 Master Gardener 2018 Program Planning Meeting-Waxahachie/Dallas

9/13,14 District 8 2018 Program Planning training-Waco

9/15 District 8 Holiday Classic Livestock Show Planning Meeting-Belton

9/21,22,23,24

East Texas State Fair-Junior Heifers and Steers-Tyler

9/30 Ellis County Emergency Preparedness Fair-Ennis

Mark Arnold

Name

County Extension Agent - Agriculture

Title

Ellis

County

09/01/17

Date

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

NAME: Rita Hodges
 COUNTY: Ellis

TITLE: County Extension Agent - Family & Consumer Sciences
 MONTH: August 2017

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
8/1	Ennis, Waxahachie (WIC, deliver Better Living for Texans newsletters, Helping Hands, 4-H Food Camp)	61		
8/2	Avalon, Waxahachie (Back to School Health Fair, Better Living for Texans)	58		
8/3	Waxahachie (deliver Better Living for Texans newsletters, Child Care Conference preparation)	36		
8/4	Waxahachie (Child Care Conference preparation, Better Living for Texans, 4-H)	25		
8/5	Waxahachie (Child Care Conference, 4-H Banquet)	27		
8/7	Waxahachie (Sims Library, parenting preparation, Better Living for Texans)	18		
8/8-11	Georgetown, Austin (State Extension Agents Conference)	675		
8/12	Give a Kid a Chance Health Fair	37		
8/14	Waxahachie (diabetes education, Master Wellness Volunteers, Better Living for Texans)	30		
8/15	Waxahachie (Better Living for Texans, 4-H diabetes education preparation)	34		
8/16	Waxahachie (Diabetes Coalition meeting, Better Living for Texans, 4-H)	26		
8/17	Waxahachie (Better Living for Texans, Diabetes Conference Meeting)	31		
8/22	Waxahachie (Program Planning Conference, Community Advisory Council meeting, Better Living for Texans)	37		
8/23	Waxahachie (interview potential secretary, Better Living for Texans, Senior Center, 4-H)	29		
		1124		

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: August 31, 2017

Signed:

Rita M. Hodges

Reprint - 2.81

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
Miles traveled: 1087**

Selected major activities since last report

August 2017

- 8/1 4-H Food Camp-**20 youth attended**; learned about MyPlate.
- 8/2 Avalon ISD Back-to-School Health Fair-**200 attended**; display and printed materials on reducing sugar in beverages.
- 8/5 Child Care Conference-**51 attended**; focused on nutrition for children and caregivers.
- 8/7 Family Place Meeting-Sims Library; **8 attended**-planning for parenting workshops.
- 8/8-11 State Extension Agents Conference, Georgetown; **135 attended**. Ellis County was one of the 'sponsoring' counties.
- 8/12 Give a Kid a Chance Health Fair, Ennis; **450 attended** to get school supplies, haircuts, dental checkups, healthy lifestyles information.
- 8/16 Family & Consumer Sciences Committee Meeting-**8 attended**; planning for September Cooking Class and November Diabetes Conference.
- 8/22 2018 Program Planning Conference.

Educational Programming:

Programs	7
Participants	572

Educational Contacts:

Site Visits-FCS	11
Telephone	45+ <u>21</u> = 66
Office Visits	
E-mails	335+ <u>32</u> = 367
Newsletters/Letters	1683

Media Outreach:

News Releases	1
Website	169
Facebook	9

Major plans for next month:

- 9/6 Diabetes Coalition Meeting
- 9/6 Family & Consumer Sciences Committee Meeting

- 9/7 Ellis County Health Alliance Meeting
- 9/8 Better Living for Texans Nutrition Program
- 9/13-14 District Program Planning Meeting
- 9/19 Parent/Child Workshop
- 9/22 Diabetes 1st Step: Live Healthy, Be Hopeful Training
- 9/23 4-H Foods Leader Training
- 9/26 Dinner Tonight Training
- 9/28 Diabetes Cooking Class

Rita Hodges

Name

County Extension Agent - Family & Consumer Sciences

Title

Ellis

County

08/31/17

Date

TEXAS A&M *AgrLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan Parr

TITLE: County Extension Agent - 4-H

COUNTY: Ellis

MONTH August 2017

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
8/1-4	TAE4-HA State Conference-Lubbock	800		
8/9-11	TCAAA Ag Retreat-Valera	410		
8/12	Club Officer Workshop	15		
8/29	J Bar C 4-H meeting	36		
		1261		

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 08/30/2017 Signed: *Megan Parr*

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
August 2017

Selected major activities since last report

Miles traveled: 1261

- 8/1-Chef Camp Week 6 *Food Challenge, 22 youth, 2 adults*
- 8/1-4-TAE4-HA State Conference *Took over as State President*
- 8/5-Annual 4-H Banquet *145 total attendance*
- 8/8-United Way of West Ellis County meeting
- 8/9-11-TCAAA Ag Retreat
- 8/12-Club Officer Workshop *52 youth*
- 8/16-ECYE Show Committee meeting
- 8/22-Program Planning workshop
- 8/23-Secretarial interviews
- 8/26-27-Cooler Classic, *71 Heifer entries, 99 steer entries*
- 8/28-Pettigrew Volunteer Luncheon
- 8/28-County Council/ALA *agent presented program on gratefulness & kindness, 22 youth, 6 adults*
- 8/29-J Bar C 4-H Club meeting *15 youth, 12 parents present*

Educational Contacts

Educational Programming:

Programs5
 Participants.....444

Educational Contacts:

Site Visits 4-H.....0
 Telephone.....53
 Office Visits.....67
 E-Mails.....465
 Newsletter/Letters.....465
 Faxes.....10

Media Outreach:

News Releases.....0
 Website hits.....122
 Social Media Contacts..... 38 posts on FB, 1325 follows (20,305 post reach), 22 on Instagram (295 follows) 22 on Twitter (128 follows)

Major plans for next month

- Club Meetings-agent present programs at several clubs
- TAE4-HA meeting
- Club Manager meeting
- Kick Off Night
- Programs at Pettigrew Academy
- Program Planning Conference
- District Council Retreat
- 20/20 Vision Committee Meeting
- Foods Project Leader Workshop
- State Fair Lamb & Goat shows

Name: Megan Parr
 Title: County Extension Agent 4-H
 Texas A&M AgriLIFE Extension · The Texas A&M University System

County: Ellis
 Date: 08/30/2017

FI

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0612-50808-00000-000	Fuel	(3,000.00)
✓ 001-0612-50806-00000-000	Bonds/Dues	(400.00)
✓ 001-0612-50805-000000000	Conference	(1,500.00)
✓ 001-0612-50803-000000000	Furn/Fix	(500.00)
✓ 001-0612-50801-00000-000	Supplies	(1,500.00)
	<u>10791 -</u>	<u>(6,900.00)</u>

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50802-00000-000	Equipment	+ 6,000.00
001-0612-50809-00000-000	Auto Repairs	+ 900.00


Signature of Department Head

8/15/17
Date Signed

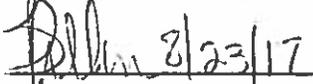
Constable Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:


8/23/17

Needs court approval

F2

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50807-00000-000	FM 1 General Expense	\$7,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50911-00000-000	FM1 GRAVEL	\$5,000.00
009-0602-50962-00000-000	FM1 LUBRICANT	\$2,000.00

Larry Stinson 8/24/17
 Signature of Department Head Date Signed

Road & Bridge Pct.1
 Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office: *Hollen 8/25/17*
Needs court approval

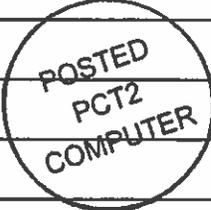
F3

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

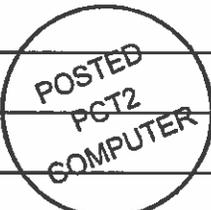
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 010-0653-30301-00000-000	FM2 FUND BALANCE CARRY OVER	\$40,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 010-0653-50802-00000-000	FM2 EQUIPMENT	\$40,000.00



[Handwritten Signature]
Signature of Department Head

8-17-17
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

[Handwritten Signature] 8/23/17

Needs court approval

F4

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

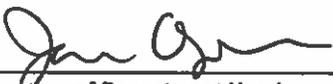
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-40719-00000-000	Chapter 19 Funding	(\$840.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50800-00000-000	Chapter 19 Expenses	\$840.00


Signature of Department Head

8-15-17
Date Signed

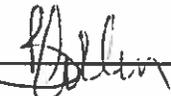
Elections
Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office:

 8/23/17

Needs court approval

**ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT**

F5

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50801- ⁶⁰⁰⁰⁻ 000	Supplies	\$2,000.00 ✓

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50802-0000- ⁰⁰⁰	Equipment	\$2,000.00 ✓

Victoria Tuck
Signature of Department Head

8/29/17
Date Signed

Juanita Probert
Department

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

APPROVED THIS _____ DAY OF _____, 2015/2016

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

Needs Court approval

Approved by County Auditor's Office: _____

FL6

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-30302-00000-000	Fund Balance	153952
001-0010-40682-00000-000	aircheck texas	416798

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50558-00000-000	contingency reserve	3000
001-0140-50801-00000-000	supplies	2000
001-0140-50803-00000-000	furniture fixtures	50
001-0140-50859-00000-000	system admin fees	41000
001-0140-50868-00000-000	contract services	265000
001-0140-50903-00000-000	lawsuit settlement	250000
001-0613-50802-00000-000	equipment	9700

Signature of Department Head

Date Signed

Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

needs court approval

Approved by County Auditor's Office:

F7

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50808-00000-000	Fuel/Gas	\$3,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50802-00000-000	Equipment	\$3,000.00

Stephanie Parker

STEPHANIE PARKER
Signature of Department Head

9.01.2017
Date Signed

EMERGENCY MANAGEMENT
Department

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

APPROVED THIS _____ DAY OF _____, 2017

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

Approved by County Auditor's Office:

P. Allen 9/15/17

Needs court approval

F8

ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0430-50810-00000-000	Tires	\$500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0430-50815-00000-000	Uniforms	\$500.00

Stephanie Parker

STEPHANIE PARKER <i>Signature of Department Head</i>	9.01.2017 <i>Date Signed</i>	EMERGENCY MANAGEMENT <i>Department</i>
--	--	--

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

APPROVED THIS _____ DAY OF _____, 2017

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

Approved by County Auditor's Office:

Allen 9/5/17
Needs court approval

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F9

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-50868-00000-000	Contract Labor	\$ 2,900.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-50801-00000-000	Supplies	\$ 2,450.00
001-0030-50802-00000-000	Equipment	\$ 450.00

Mike Reese 9-1-17
 Signature of Department Head Date Signed

Auditor Department
 Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office: *Allen 9/1/17*

Needs court approval.

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F10

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0450-50689-00000-000	GIS Software Contract	\$150.00
001-0450-50689-00000-000	GIS Software Contract	\$1,700.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0450-50809-00000-000	Auto Repairs	\$150.00
001-0450-50802-00000-000	Equipment	\$1,700.00

<u>Tim Birdwell</u>	<u>9/1/2017</u>	<u>Ellis County Fire Marshal</u>
<i>Tim Birdwell</i>	<i>Date Signed</i>	<i>Department</i>
<i>Signature of Department Head</i>		

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

APPROVED THIS _____ DAY OF _____, 2016/2017

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

Approved by County Auditor's Office: *P Allen 9/5/17*
Needs court approval

**ELLIS COUNTY BUDGET
2016/2017 LINE ITEM ADJUSTMENT**

F11

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0230-50805-00000-000	Conference	1500
✓ 001-0230-50888-00000-000	Computer Service	500
✓ 001-0230-50802-00000-000	Equipment	500
		2500

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0230-50801-00000-000	Office Supplies	2500

Jodi Platt

Signature of Department Head

9/5/17

Date Signed

Purchasing

Department

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

APPROVED THIS _____ DAY OF _____, 2016/2017

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

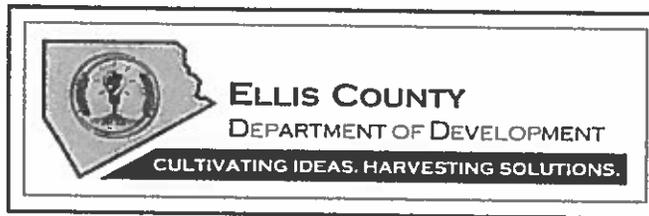
Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

Allen 9/5/17

Needs court approval



AGENDA ITEM NO. SP1

AGENDA CAPTION:

Consider and act on a request to approve a simplified plat of Enslin's Addition. The property contains \pm 3.00 acres of land in the T.J. Chambers Survey, Abstract No. 1 located on east side of Zmolek Road \pm 2,800 feet south of FM 85, Ennis, Road & Bridge Precinct No.2.

BACKGROUND INFORMATION:

Purpose:

The applicant, Christine Enslin, is requesting approval of this simplified plat on this property for one (1) residential lot.

History:

There is no history of any other subdivision request on this property.

Thoroughfare Plan:

There are no thoroughfares within the vicinity of this property. This plat shows a total right-of-way dedication of 30 feet for Zmolek Road.

RECOMMENDATION:

Staff recommends approval of this request, as presented.

ATTACHMENTS:

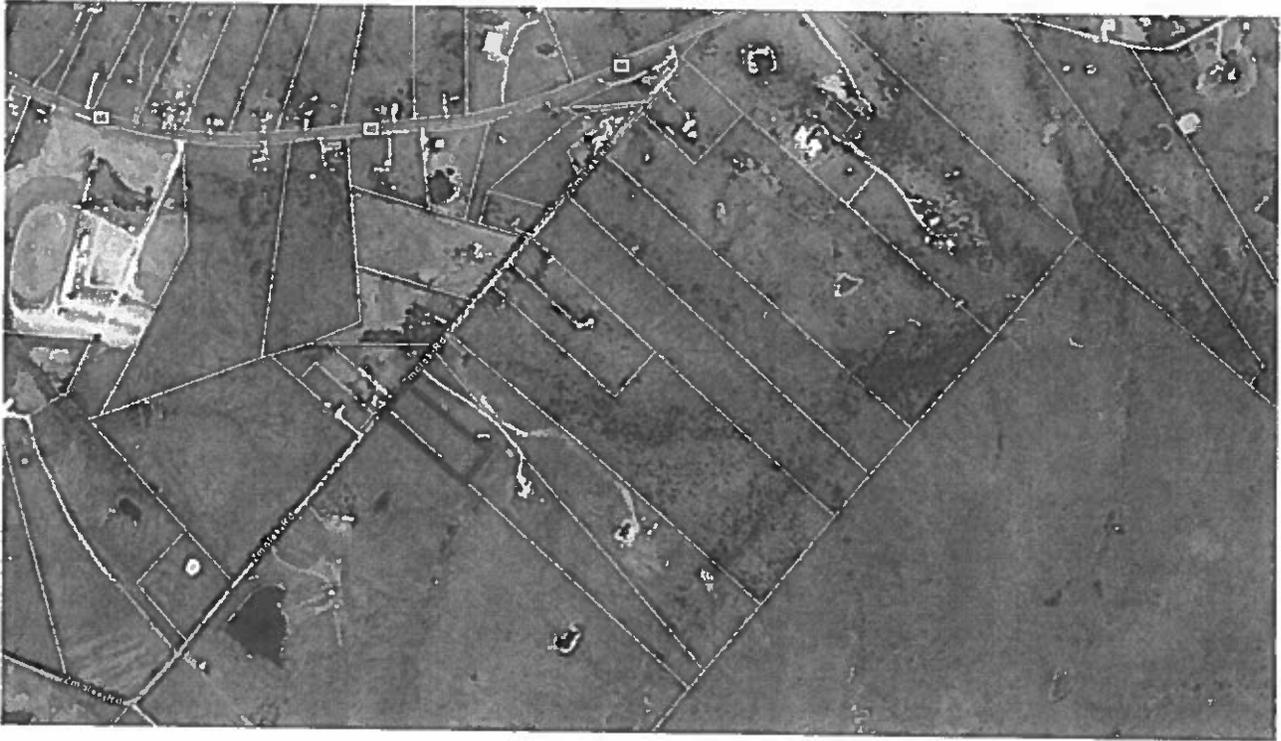
1. Location Map
2. Plat

ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, SEPTEMBER 12, 2017

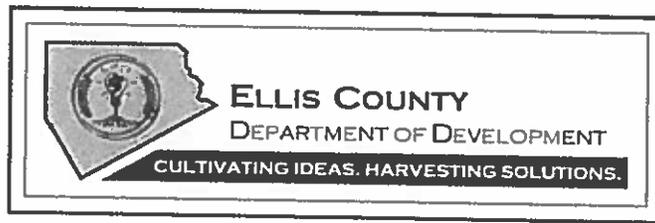
SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares", is written over a light blue horizontal line.

Alberto Mares, AICP, DR
Director
Ellis County Department of Development



Subject Property



AGENDA ITEM NO. 1.1

AGENDA CAPTION:

Consider and act on a request to approve an Interlocal Cooperation Agreement between Ellis County and Grand Prairie for floodplain development permits in the City's Extraterritorial Jurisdiction (ETJ).

BACKGROUND INFORMATION:

Purpose:

The area within the Grand Prairie's extraterritorial jurisdiction (ETJ) and Ellis County (approximately 7,938 acres or 12.4 square miles) are seeing an increase in development activity with additional growth expected for the foreseeable future. Primarily due to this reason, the City of Grand Prairie is requesting an Interlocal Agreement for floodplain development permits within their extraterritorial jurisdiction (ETJ) as there are numerous creeks and floodplains located within those boundaries.

The format of this Interlocal Agreement is similar to the one the County uses for plat approval in the ETJ with other municipalities. Below are some highlights of this agreement:

- Grand Prairie will be the "one-stop shop" and coordinate all permit communication and coordination with Ellis County.
- Grand Prairie will collect the County's fees during the initial application submittal.
- The set of regulations that govern floodplain regulations in the ETJ will be the City's Unified Development Code, which is more strict than the County's floodplain regulations.
- The County will have 14 days from the time it receives the application to review it and provide comments to the City.
- If a development extends beyond the ETJ, Grand Prairie will only be responsible for reviewing the portion located with their ETJ.

Texas Local Government Code Chapter 401.002 authorizes home-rule municipalities to police the ETJ for floodplain regulations. The City of Grand Prairie's Unified Development Code, Article 15 Floodplain Management Ordinance applies to the Special Flood Hazard Area within the City of Grand Prairie and its ETJ. Therefore, an interlocal agreement (see Attachment No. 2) is necessary to accommodate the required floodplain permitting for both jurisdictions.

The Department of Development and the County Engineer's Office have reviewed the text of this agreement and are satisfied. The City of Grand Prairie approved this agreement at their City Council meeting on August 1, 2017.

RECOMMENDATION:

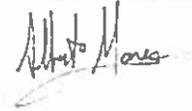
Staff recommends approval of this request, as presented.

ATTACHMENTS:

1. Communication with Grand Prairie
2. Interlocal Agreement

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, SEPTEMBER 12, 2017**

SUBMITTED BY:



Alberto Mares, AICP, DR
Director
Ellis County Department of Development

Alberto Mares, AICP

From: Megan Mahan <msuarez@GPTX.org>
Sent: Tuesday, March 21, 2017 10:04 AM
To: alberto.mares@co.ellis.tx.us; vance.hinds@co.ellis.tx.us
Cc: Stephanie Griffin; Don Postell; Brent O'Neal
Subject: RE: ETJ authority

Mr. Mares and Mr. Hinds,

I am reaching out to you because I would like to clear up a misunderstanding about the City of Grand Prairie's enforcement of floodplain regulations in our ETJ. LGC 401.002(a) authorizes us to police a tributary that may constitute the source of water supply. In this instance, we are policing Soap Creek, which is a tributary of Joe Pool Lake. The first sentence of LGC 401.002(c) authorizes us to exercise our authority in our ETJ. The second sentence, which is the one that you are citing, is only referring to the protection of recharge. These recharge areas have more stringent requirements (population of 750K and 75% of the water supply), and are to be read independently of the first sentence. The City is not attempting to police recharge, so the more stringent requirements do not apply to us. I highlighted the portions that are relevant in yellow, and the parts that do not apply in blue.

The City is authorized to police the ETJ for floodplain regulations under the Local Government Code and our Unified Development Code.

Let's try to work together to resolve this conflict. Please call me if you would like a further explanation.

Local Government Code § 401.002. PROTECTION OF STREAMS AND WATERSHEDS BY HOME-RULE MUNICIPALITY. (a) A home-rule municipality may prohibit the pollution or degradation of and may police a stream, drain, recharge feature, recharge area, or tributary that may constitute or recharge the source of water supply of any municipality.

(b) A home-rule municipality may provide for the protection of and may police any watersheds.

(c) The authority granted by this section may be exercised inside the municipality's boundaries or inside the municipality's extraterritorial jurisdiction or outside the municipality's extraterritorial jurisdiction only if required to meet other state or federal requirements. The authority granted by this section for the protection of recharge, recharge areas, or recharge features of groundwater aquifers may be exercised outside the municipality's boundaries and within the extraterritorial jurisdiction provided the municipality exercising such authority has a population greater than 750,000 and the groundwater constitutes more than 75 percent of the municipality's source of water supply.

Megan Mahan
Assistant City Attorney
City of Grand Prairie
317 College Street
Grand Prairie, Texas 75050

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ELLIS AND THE CITY OF GRAND PRAIRIE REGARDING
FLOODPLAIN DEVELOPMENT PERMIT JURISDICTION IN THE CITY'S ETJ**

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

WHEREAS, the City of Grand Prairie, Texas (hereinafter "City"), a political subdivision of the State of Texas, and Ellis County, Texas ("Ellis County" or "County"), also a political subdivision of the State of Texas, wish to enter into an **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") establishing one office to accept Floodplain Development Permit applications for tracts of land located in the extraterritorial jurisdiction ("ETJ") of the City and to accept fees in a lump sum amount, providing one response to applicants indicating approval or denial of the permit application, and a consolidated and consistent set of regulations related to Floodplain Development Permits as authorized by Section 16.315 of the Texas Water Code and other statutes applicable to counties and municipalities, in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and this Agreement is entered into pursuant to same by and between the City and Ellis County; and,

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas, and the Interlocal Cooperation Act specifically Local Government Code §791.011, regarding contracts to perform governmental functions, such as approval of Floodplain Development Permits; and,

WHEREAS, the functions or services contracted for and to be provided by this agreement are within the definition of Governmental function and services as defined by Section 791.003 of the Government Code pursuant to Water Code § 16.315; and

WHEREAS, the City and County find that this Agreement will benefit the public by providing appropriate regulation of growth for the safety, health and general welfare of the inhabitants of all persons residing in the City's ETJ and Ellis County; and

WHEREAS, the City and County intend this Agreement to permit each party to work together to preserve and maximize their respective regulatory powers possessed by each to the fullest extent of the law for the mutual benefit of both; and

NOW THEREFORE, for the mutual consideration stated herein, the parties agree and understand as follows:

1. This Agreement has been authorized by the governing body of each party to this contract and this Agreement shall run for a five (5) year term with the option to renew for five (5) successive five (5) year terms commencing on the last date of execution by all parties ("Effective Date"). Either party may terminate this Contract by giving the other party ninety (90) day prior written notice thereof.

2. This Agreement shall automatically apply to any areas that become part of the City's ETJ in Ellis County as a result of any annexations or disannexation effective the date of annexation or disannexation without the necessity of any amendment to this Agreement and will no longer apply to those areas annexed into the City effective the date of annexation. Should the City expand or reduce its ETJ, the City shall notify the County of such expansion or reduction within thirty (30) days by sending a copy of the applicable ordinance and a new map of the ETJ of the City to the County at no cost to the County.
3. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
4. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
5. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Ellis County, Texas.
6. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable from this agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereto and the remaining provisions shall continue in full force and effect. The purpose of this Agreement is to conform at all times to applicable law. This Agreement is to be read as being intended to be consistent with applicable law. If there is any conflict between this Agreement and applicable law or statutes, the applicable law or statutes shall control. In the event of any amendment to applicable law or statutes, this Agreement shall be interpreted as being consistent with applicable law at all times, even in the absence of any amendment to this Agreement by any of the parties hereto.
7. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor Ellis County waives any immunity or defense that would otherwise be available to it against claims by third parties.
8. *Summary of Agreement:* The City and the County agree to establish the City as the Responsible Office. The Responsible Office will accept Floodplain Development Permit applications for tracts of land subject to this Agreement, accept fees in a lump sum amount, provide one response to applicants indicating approval or denial of the permit, and create a consolidated and consistent set of regulations related to Floodplain Development Permits.
9. *Duties of the Responsible Office:* The Responsible Office shall:
 - a. Be located inside the City's Office of Development or other office as designated by the City as being responsible to accept applications for Floodplain Development Permits on behalf of the City;
 - b. Coordinate with a representative from the County Department of Development to assist in reviewing Floodplain Development Permits submitted in the County portion of the City's ETJ;
 - c. Collect both municipal and county Floodplain Development Permit fees in a lump-sum amount as well as any related permit fees for both the County and the City, and then

forward those fees according to the fee schedule of general applicability. The County and the City shall each be responsible to set their fees as may be appropriate from their judgment to cover their expenses, and both jurisdictions reserve the right to waive fees as appropriate;

- d. Require from applicant a sufficient number of copies of all documents to immediately forward these items to the appropriate departments of the County and City for review;
- e. Be responsible to contact and coordinate with the other City and County personnel necessary to secure Floodplain Development Permit approvals, including attending or giving proper notice to people required by law to receive notice of any hearing or who may be necessary to appear before any deliberative bodies and to provide the applicant with one response indicating approval or denial Floodplain Development Permit; and
- f. Send a copy of the approved Floodplain Development Permit to the County representative and applicant when approval is complete.

10. *Time for action:* The County shall consider and take appropriate action on an application for approval of a Floodplain Development Permit within 14 days after the Responsible Office has forwarded a copy of the application to the County.

11. *Certain areas of jurisdiction not waived by County:* This Agreement is not abdicating the County's jurisdiction to the City to enforce any laws. The issuance of permits does not imply that the County or the City is assuming any responsibility or liability for the applicant's compliance with the law or rules and regulations of the City or County. Said responsibility and liability shall remain with those persons or entities seeking approval of Floodplain Development Permit applications.

12. *Procedure to develop and implement the consistent set of rules and regulations:* The City and the County agree that the City's Unified Development Codes are the regulations that govern the Floodplain Development Permits that are subject to this Agreement. Any infrastructure subject to this Agreement will be built to City specifications.

13. *Floodplain Development Permit approval procedure:* Except as modified by this Agreement and applicable law, the present or future statutory authority governing the City and the County Floodplain Development Permit approval process shall remain unchanged for both the City and the County. To the full extent permitted by law, the City and the County shall each have the independent authority to establish their internal procedures for each to comply with this Agreement for approval of Floodplain Development Permits and to designate persons to act as a lawful designee. In compliance with the Agreement herein, each deliberative body shall receive a copy of the Floodplain Development Permit to review and approve or deny said Permit. The jurisdictions demonstrate such approval or denial by the execution of the documents required under this Agreement and will forward the document to the Responsible Office. After all governmental bodies have approved or disapproved the Floodplain Development Permit, the Responsible Office shall communicate the permit status to the applicant. No permits shall be issued without approval from both the City and the County. No substantial variance or waiver shall be granted by the Responsible Office unless approved by both the City and the County under the procedures applicable to each entity having jurisdiction under applicable law.

14. *Floodplain Development Permits subject to this Agreement:* The Floodplain Development Permits subject to this Agreement shall include all properties inside the City's ETJ also located

in Ellis County. The Floodplain Development Permits approved prior to the Effective Date are not subject to this Agreement. If the ETJ is expanded or reduced, Floodplain Development Permits must be filed with the party who has jurisdiction after the Date of Amendment to the ETJ. If a Floodplain Development Permit application was sent to the wrong office, the office will direct the developer to the appropriate office.

15. *Permitting Process when Development Extends Beyond ETJ.* When a Floodplain Development Permit application covers development that extends beyond the City's ETJ, the City will only review and approve or deny the permit in reference to the portion of the development located inside the City's ETJ. The County will review and approve or deny the permit for the entire development located within its borders.

16. *Rights Not Affected.* Any rights accruing to a person under Texas Local Government Code Chapter 245 shall not be affected, assuming that fees and application are in compliance with applicable law and filed with the proper governmental body having jurisdiction under this Agreement.

Executed in duplicate this the ____ day of _____, 2017.

COUNTY:
Ellis County, Texas

CITY:
City of Grand Prairie, Texas

County Judge

City Manager

Attest:

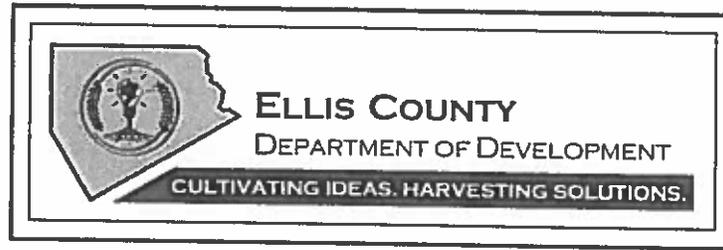
Attest:

Ellis County Clerk

City Secretary

Approved as to Form:

City Attorney



AGENDA ITEM NO. 1.2

AGENDA CAPTION:

Consider and act upon a request to grant a one-time variance from Section X (Performance Guarantees) of the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes to waive the performance and maintenance bond requirements and to waive the road fees for the construction of a private street for Sneed's Place Addition, a 5-lot subdivision located north of the intersection of Elk Trail and Squirrel Road, in the extraterritorial jurisdiction (ETJ) of the City of Grand Prairie, Road & Bridge Precinct No. 4.

BACKGROUND INFORMATION:

Purpose:

The applicant, Don Sneed, is requesting the Commissioners' Court to grant a variance to Section 10 of the Rules and Regulations to waive the financial guarantee requirements for construction of a private street. He states this is a private road and will never be maintained by the County; therefore, the bonding requirements and standards usually reserved for publicly-maintained roads should not apply. Per the approved final plat, this private road (Squirrel Road) will extend approximately 210 feet to the middle of the radius.

Analysis:

To staff's knowledge, this is the first request of its kind. Public and private streets are designed, built and inspected to meet County standards in case the County or the property owner (s) ever decides to request to make it a publicly-maintained road sometime in the future.

Excerpts from the County of Ellis Rules, Regulations and Specifications for Subdivisions and Manufactured Homes:

Section 11-A allows the Court to authorize relief from the regulations as stated below: *"The Commissioners Court may authorize relief from these rules, regulations, and specifications in an open session when it is clearly shown that the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision."*

Section 11-B outlines some criteria for granting relief from the rules and regulations. It states, *"No relief shall be authorized unless the Commissioners Court finds:*

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

2. *That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,*
3. *That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,*
4. *That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.*

Such findings of the County Commissioners Court together with the specific facts, upon which such findings are based, shall be incorporated into the official minutes of the County Commissioners Court meeting at which such relief is granted. Relief may be granted only when in harmony with the general purposes and intent of this Order, and does not alter the nature, character, and quality of the subdivision so that the public health, safety, and welfare are secured. Pecuniary hardship to the developer shall not be the basis for any relief from these regulations.

RECOMMENDATION:

As this request has the potential to change established policy and current regulations, staff recommends the County Commissioners' Court carefully deliberate and guide staff for similar requests made in the future.

Staff is presenting the Commissioners' Court with two (2) options and condition either one with the attaching the following conditions:

- Option A: Waive the performance and maintenance bonding requirements for the ± 210-foot section of Squirrel Road within Sneed's Place Addition along with the road fee.
- Option B: Waive only the performance bonding requirement and road fee for the ± 210-foot section of Squirrel Road within Sneed's Place Addition and have the developer meet the maintenance bonding requirements.
- Option C: Deny this request completely.
- 1) A sign shall be placed by the developer at the intersection before the subdivision stating this is a privately-maintained road before the issuance of any development permits.
 - 2) All street signs within the subdivision shall indicate it is a privately maintained road.
 - 3) All street signs shall meet the requirements outlined in the Texas Manual on Uniform Traffic Control Devices.
 - 4) A homeowners association (HOA) shall be formed within this subdivision to maintain the private road officially and indicate that within their governing documents when filed with the County Clerk's Office.

ATTACHMENTS:

1. Excerpt of Section X
2. Location Map
3. Final plat
4. Applicant's letter

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, SEPTEMBER 12, 2017**

SUBMITTED AND PRESENTED BY:

A handwritten signature in black ink, appearing to read "Alberto Mares". The signature is written in a cursive style with a horizontal line underneath.

Alberto Mares, AICP, DR
Director, Ellis County Department of Development

SECTION X
PERFORMANCE GUARANTEES

10-A **GENERAL:**

All conditions of final plat approval must be met. All construction must be in accordance with approved plans and construction standards set forth herein or as may be adopted by Commissioners Court.

10-B **CONSTRUCTION BOND:**

To insure roads, streets, signs, underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in this Order, the developer shall file a Construction Bond, executed by a Surety Company authorized to do business in this State, and made payable to the County Judge of Ellis County, Texas or his successor in office.

The bond amount shall be equal to one hundred percent (100%) of the estimated cost of construction of roads, streets, street signs, underground utilities, required drainage structures, and all other construction. It shall be presented to the Ellis County Public Works Department 30 days after final plat approval by the Commissioners Court.

The construction bond shall remain in full force and in effect until one set of record (as-built) construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the Ellis County Public Works Department. After inspection by the Commissioner of that precinct and the Director of Public Works, or their designees, and correction of deficiencies noted, if any, the construction bond will be released by a Court Order from the Commissioners Court.

In the event any or all of the streets, roads, signs, underground utilities, drainage and drainage structures, as constructed by the Owner, fail to meet the requirements of the foregoing rules, regulations, and specifications, and the said Owner fails or refuses to correct the defects called to his attention in writing by the Ellis County Public Works Department, the unfinished improvements shall be completed at the cost and expense of obliges as provided. In no event is the County obliged to complete the work proposed by a developer and approved by the County or to otherwise assume the obligation of the developer.

10-C **MAINTENANCE BOND**

To insure that the roads, streets, signs, underground utilities, drainage ditches, and drainage structures are maintained to the satisfaction of the Ellis County Public Works Department, a 3 year maintenance bond executed by a Surety Company authorized to do business in this state, and made payable to the County Judge of Ellis County, Texas, or his successor in office, shall be substituted for the construction bond at the time of release of said construction bond.

The amount of the maintenance bond for the three (3) years shall be equal to forty percent (40%) of the estimated cost of construction. If maintenance or repairs are required to be made to a road prior to

acceptance of any construction by the Commissioners Court, the Precinct Commissioner has the right to extend the period of the maintenance bond for up to two additional years.

The conditions of the maintenance bond shall be that the Owner shall guarantee to maintain, to the satisfaction of the Ellis County Public Works Department, all of the underground utilities, streets, roads, drainage structures and drainage ditches and channels which have been constructed to specifications with construction security released by Court Order from Commissioners Court, in a good state of repair for a period of two years from the date of official release of construction security.

Periodical inspection of all the underground utilities, streets, roads, drainage and drainage structures for which maintenance security is held, will be made by the Ellis County Public Works Department during the two-year period of liability covered by the maintenance bond. In the event any or all of the underground utilities, streets, roads, drainage ditches and drainage structures are not being maintained in a good state of repair, the owner will be so advised in writing and, if after a reasonable time, he fails or refuses to repair said items, they shall be maintained by the County and all costs charged against the maintenance bond.

The release of any bond shall be by Order of the Commissioners Court. To request a release, the owner shall present a written request to release said bond, including a notarized Certificate of Completion stating that all bills relating to work covered by the construction bond have been paid. The request shall contain a statement by the developer of compliance with the Subdivision Rules, Regulations, and Specifications of Ellis County. The written request of bond release shall be received by the Ellis County Public Works Department at least seven (7) days prior to the next regularly scheduled meeting of the Commissioners Court.

10-D IRREVOCABLE LETTER OF CREDIT (IN LIEU OF BOND):

An Irrevocable Letter of Credit may be submitted in lieu of bonds, for the purpose of insuring a developer's promise to construct and maintain the roads and drainage of facilities in a subdivision.

Irrevocable Letters of Credit in lieu of Bonds are required under the same conditions, as Construction and Maintenance Bonds.

10-E OTHER SECURITY:

Any type of security for Construction and Maintenance other than a Bond or an Irrevocable Letter of Credit shall be by written request to the Ellis County Department, of Development approval by the Ellis County/District Attorney's Office, and authorization by the Commissioner's Court.

10-F SEVERABILITY:

The several provisions of these regulations are separable, in accordance with the following:

1. If any sentence, phrase, section, paragraph, article of any part of these rules, regulations, and specifications is declared invalid, unenforceable, or unconstitutional for any cause or reason, such invalidity, non-enforceable, or unconstitutionality shall not be held to affect, invalidate or impair the validity, force, or effect of any other sentence, phrase, section, paragraph, article or any other part of these rules, regulations, and specifications.
2. If any court of competent jurisdiction shall judge invalid the application of any provision of these rules, regulations, and specifications to a particular property, such judgment shall not

affect the application of said provision to any other property not specifically included in said judgment.

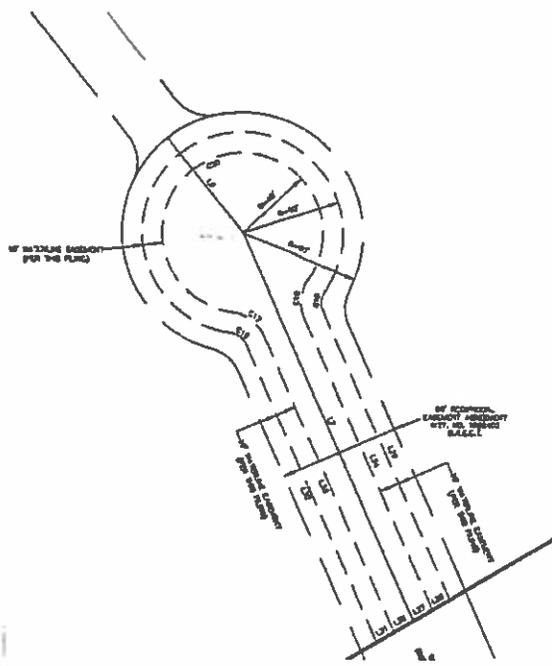
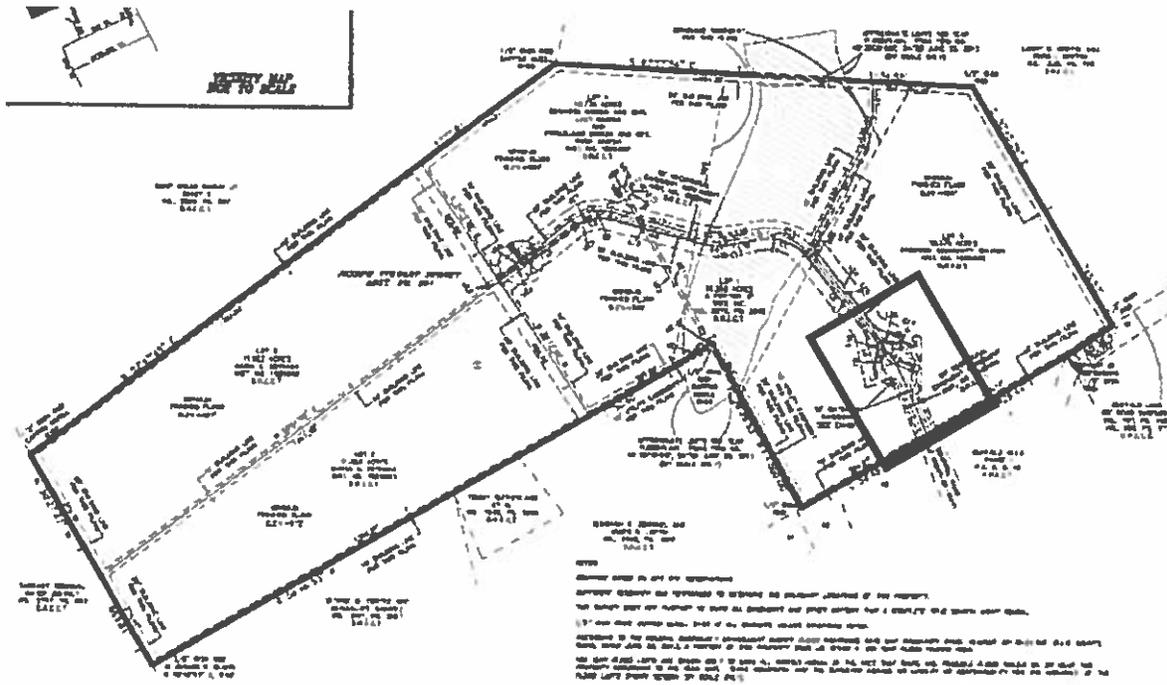
10-G ENFORCEMENT AND PENALTIES:

1. The Commissioners Court of Ellis County shall have the authority to refuse to approve and authorize any map or plat of any subdivision, unless such map or plat meets the requirements as set forth in these Subdivision Rules, Regulations, and Specifications for Subdivisions and Manufactured Home Parks, and there is submitted at the time of approval of such map or plat such bond as may be required by these rules.
2. Section 232.005, Enforcement in General, Penalty, Local government Code, V.T.C.A., 1998, provides the following authority:
 - a. At the request of the Commissioners Court of Ellis County, the County Attorney or other prosecuting attorney representing the county may file an action in a court of competent jurisdiction to:
 1. enjoin the violation or threatened violation of a requirement established by, or adopted by the Commissioners Court under Chapter 232 of the V.T.C.A., Local Government Code; or
 2. recover damages in an amount adequate for the county to undertake any construction or other activity necessary to bring about compliance with a requirement established by, or adopted by the Commissioners Court under Chapter 232 of the V.T.C.A., Local Government Code.
 - b. A person commits an offense if the person knowingly or intentionally violates a requirement established by, or adopted by the Commissioners Court under Chapter 232 of the V.T.C.A., Local Government Code. An offense under this subsection is a Class B misdemeanor.
 - c. A requirement that was established by or adopted under Chapter 436, Acts of the 55th Legislature, Regular Session, 1957, as amended (Article 6626a, Vernon's Texas Civil Statutes), or Chapter 151, Acts of the 52nd Legislature, Regular Session, 1951 (Article 2372k, Vernon's Texas Civil Statutes), before September 1, 1983, and that, after that date, continues to apply to a subdivision of land is enforceable under Subsection (a) of this section. A knowing or intentional violation of the requirement is an offense under Subsection (b) of this section.



 Subject Property

ATTACHMENT NO. 3



ATTACHMENT NO. 4

DSC, Inc.
5204 Jacksboro Hwy
Fort Worth, TX 76114
817-625-1457 or Fax 817-625-1481
www.dscconstructionllc.com

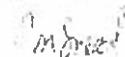
August 22, 2017

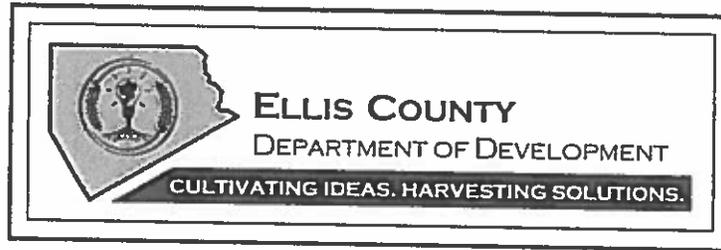
Ellis County
109 S. Jackson
Waxahachie, TX 75165

RE: Sneeds Place Development

DSC, Inc. request a variance from Ellis County on behalf of the private road DSC, Inc. will be installing at 5351 Buffalo. DSC, Inc. request that a bond not be required for the construction of this road because it is a private road. A bonding company will not issue a bond since there will not be any liability for Ellis County regarding the private road.

Sincerely,


Don Snead



AGENDA ITEM NO. 1.4*

* denotes public hearing

AGENDA CAPTION:

Consider and act upon a replat of Lot 13 of Meadow Creek Farms, Installment No. 1 into Lots 13A and 13B. The property contains \pm 18.6326 acres of land located between Feaster Road and Old Maloney Road, Waxahachie, Road & Bridge Precinct No. 2.

BACKGROUND INFORMATION:

Purpose:

The applicants, Armando/Veronica Plascencia and the Donald J. Antle Estate, are requesting this replat to officially subdivide this property into two (2) residential lots. Filed deeds show incorrect legal descriptions as if these lands had an approved replat, but further research, the County has no record showing an official replat was ever approved or filed. This replat will correct that and make it two (2) legal lots of record. After the right-of-way dedication is subtracted, the net acreage for the proposed Lot 13A is \pm 7.8806 acres, and Lot 13B is \pm 10.0107 acres. Each lot meets County's requirements.

History:

The Commissioners' Court approved a plat for this subdivision phase on March 29, 1974. A variance from Section II (H) is also on the earlier agenda item. If that variance is not approved, this agenda item will not be heard.

Thoroughfare Plan:

The plat shows a 30-foot right-of-way dedication along both Old Maloney Road and Feaster Road.

Advertisement:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on Tuesday, August 8, 2017, and the Waxahachie Daily Light on August 20, August 27, and September 3, 2017. A total of 14 certified letters were sent to the property owners within the subdivision. To date, the Department staff has not received any inquiries regarding this request.

RECOMMENDATION:

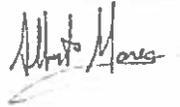
Staff recommends approval of this replat, as presented.

ATTACHMENTS:

1. Location Map
2. Proposed Replat
3. Public Notice

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, SEPTEMBER 12, 2017**

SUBMITTED AND PRESENTED BY:

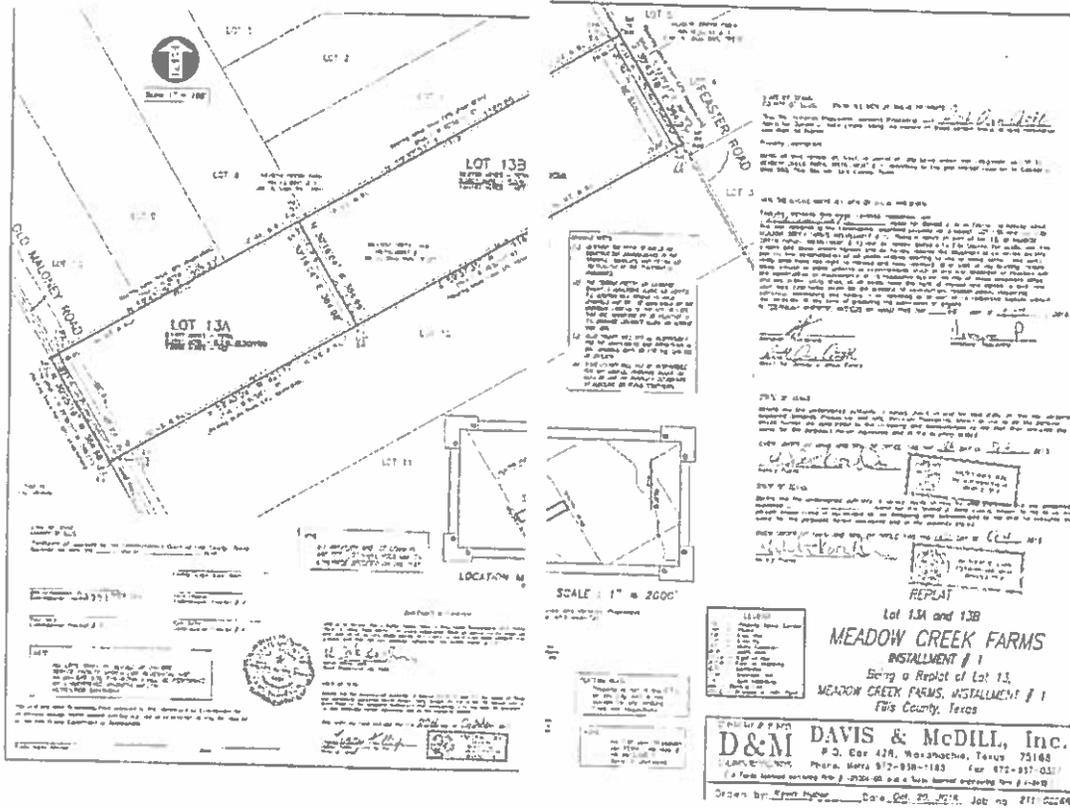


Alberto Mares, AICP, DR
Director
Ellis County Department of Development

ATTACHMENT NO. 1



Subject Property



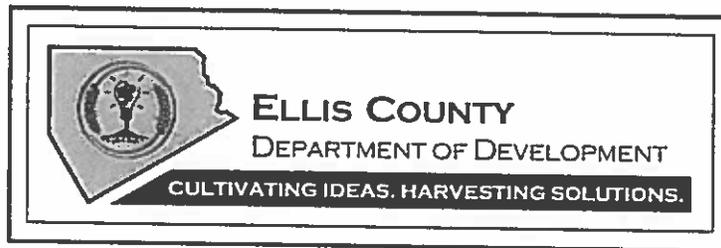
Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

An application has been filed with the Ellis County Department of Development to re-plat, lot 13, located in Meadow Creek Farms, a subdivision in Ellis County, Texas. The replat will create lot 13A (7.8806 acres) and lot 13B (10.0107 acres). The address is 1519 Feaster Road, Waxahachie. The application will be presented to the Ellis County Commissioner's Court located at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas at 2:00 P.M., September 12, 2017.



AGENDA ITEM NO. 1.5*

* denotes public hearing

AGENDA CAPTION:

Consider and act upon an abandonment and vacation of an alleyway located between Lots 5 & 6 and 16 & 17, Block 11, Skyline Acres. The area contains ± 0.06 acres ($\pm 2,615$ square feet) of land located between Lewis Avenue and Ruby Avenue ± 450 feet south of Skyline Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.

BACKGROUND INFORMATION:

Purpose:

The applicant, Kenneth Mayfield, is requesting an abandonment of an alley that measures approximately 18 feet by 146 feet to have enough acreage to place a septic system and to have one contiguous property. If this abandonment be approved, a replat will be required to legitimize this property as one (1) lot.

History:

A plat for Skyline Acres was filed for record with the Ellis County Clerk on January 10, 1958. No other known history or variance request appears for this property. A previous abandonment along this same alley, a 215-foot portion south of Skyline Drive, was approved by the Commissioners' Court, so there should be minimal impact in abandoning this part as it is already closed off to the north and encroachments on the south side.

Utility Service:

The City of Midlothian provide water to this site but does not have any easements within this alley. There are no utility lines present within this alley.

Advertisement:

Public notice of this abandonment was filed with the Ellis County Clerk on August 15, 2017. Eight (8) property owners have signed the required petition necessary for this request to proceed. All notification requirements have been met.

RECOMMENDATION:

Staff recommends approval of this alley abandonment, with the following conditions:

- 1) A replat shall be submitted before the issuance of any permit on this property.
- 2) The on-site sewage facility shall be reviewed before any permits are issued for this property.

ATTACHMENTS:

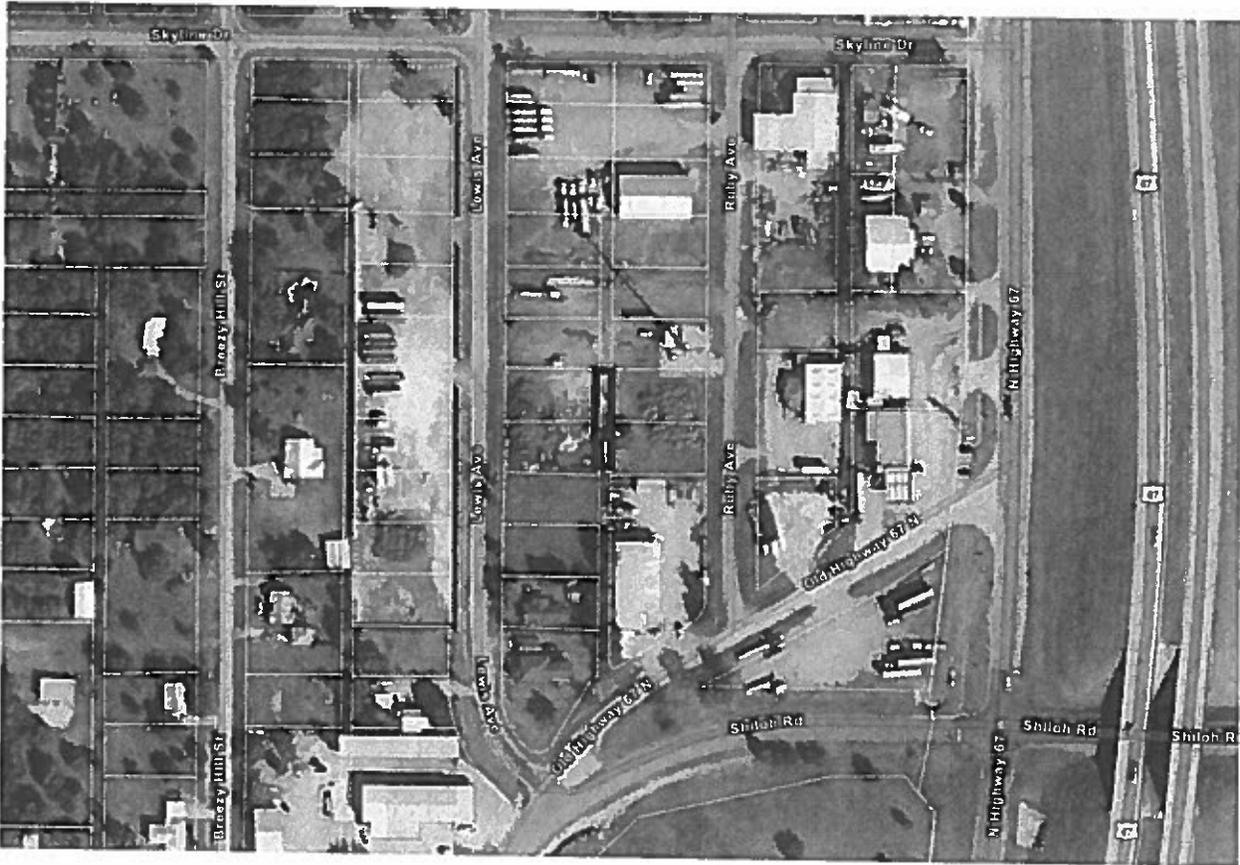
1. Location Map
2. Plat
3. Public Notice
4. Petition

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, SEPTEMBER 12, 2017**

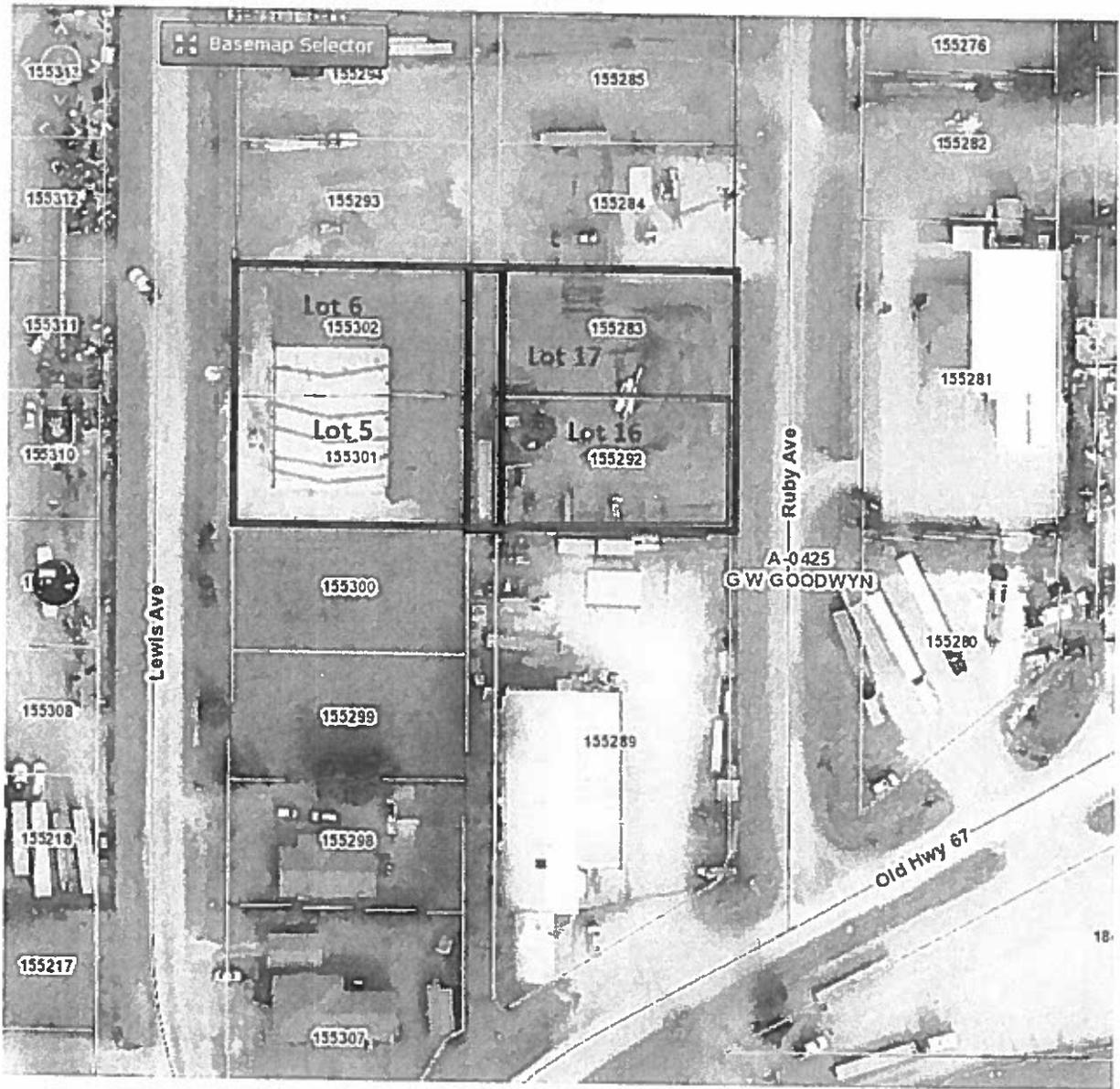
SUBMITTED AND PRESENTED BY:

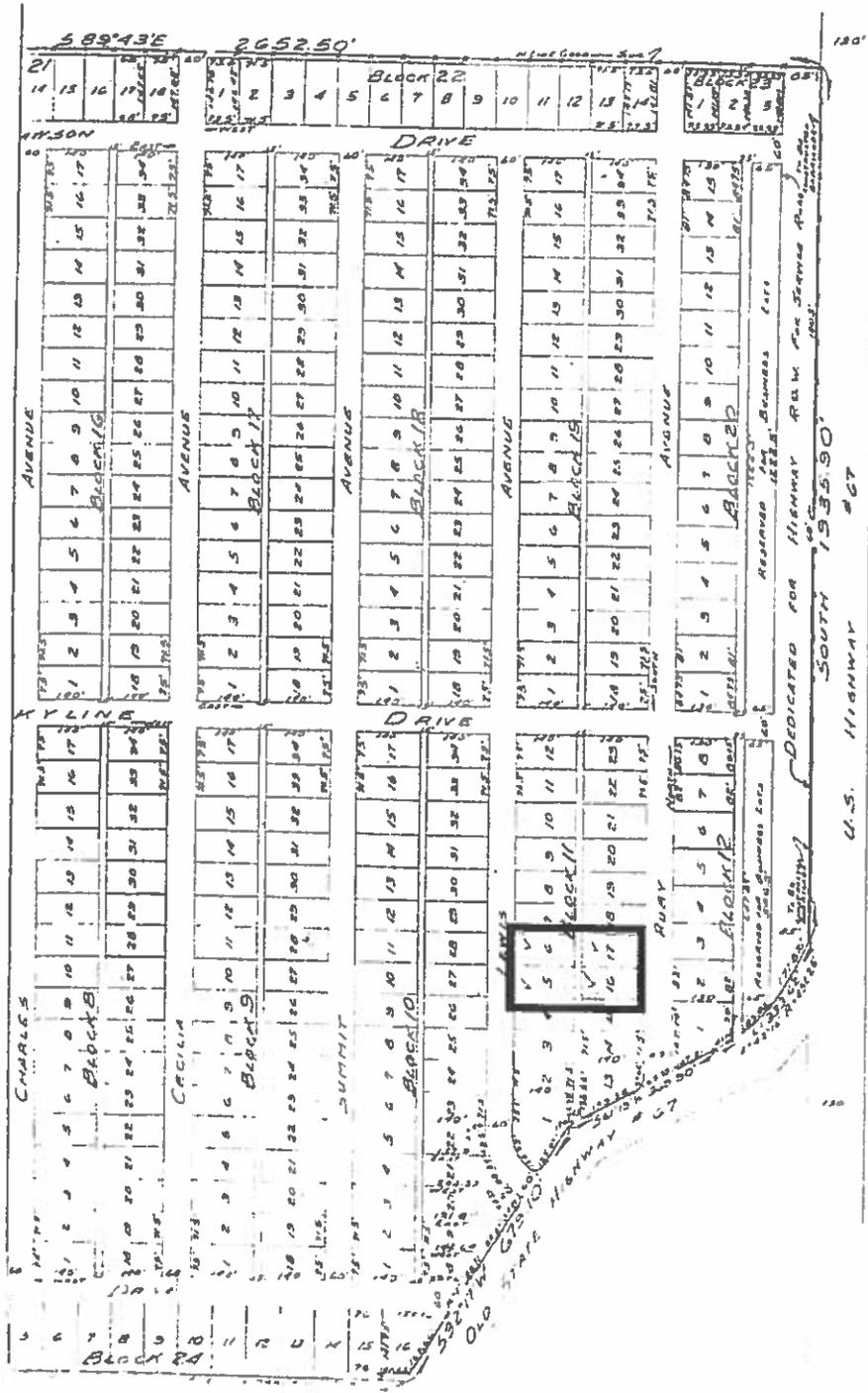


Alberto Mares, AICP, DR
Director
Ellis County Department of Development



Subject Property





2017 AUG 15 AM 9: 08

FILED FOR RECORD
CINDY POLLEY
ELLIS COUNTY CLERK

ATTENTION!

PUBLIC NOTICE

A REQUEST HAS BEEN POSTED WITH ELLIS COUNTY TO CLOSE ALLEYWAY BETWEEN LOTS 5 & 6 AND 16&17, BLOCK 11 LOCATED IN SKYLINE ACRES (WITHIN THIS PRIVATE PROPERTY) IN ELLIS COUNTY. THE PROPOSED CANCELLATION/ABANDONMENT WILL BE PRESENTED TO THE ELLIS COUNTY COMMISSIONERS COURT LOCATED AT THE ELLIS COUNTY COURTHOUSE, 101 W MAIN STREET, WAXAHACHIE, TX AT 2:00AM/PM SEPTEMBER 12, 2017. IF YOU WOULD LIKE TO SPEAK AT THE MEETING, YOU MUST SHOW UP ATLEAST 15 MINUTES EARLY TO SIGN UP.

IF YOU SHOULD HAVE ANY QUESTIONS, FEEL FREE TO CONTACT THE DEPARTMENT OF DEVELOPMENT AT 972-825-5200 OR THE REQUESTOR AT 214-704-1210.

**NOTICE OF INTENT TO APPLY FOR DISCONTINUATION (VACATING)
OF PUBLIC ROAD (ALLEYWAY)**

Notice is hereby given (at least 20 days before application is made) that Applicants Kenneth Mayfield and Judy Mayfield, in accordance with VTCA Transportation Code §251.052, intend to make application to the Commissioner's Court of Ellis County, Texas to request the discontinuation, closing, vacating, and abandonment of those certain alleyways as follows:

That portion between Lots 5 and 6 and Lots 16 and 17 in Block 11, Skyline Acres Addition, Ellis County, Texas, beginning at the Southeast corner of Lot 5 and the Southwest corner of Lot 16 and extending to the Northeast corner of Lot 6 and the Northwest corner of Lot 17.

All as described on the Petition signed by eight property owners in the Precinct in which the road (alleyway) is situated, a copy of which is attached hereto for further reference.

Dated this 12th day of September, 2016.



Kenneth Mayfield
4731 Old Hwy. 67 North
Midlothian, Texas 76065



Judy Mayfield
4731 Old Hwy. 67 North
Midlothian, Texas 76065

**PETITION FOR CLOSING OF A PUBLIC ROAD (ALLEYWAY)
TO THE COMMISSIONER'S COURT OF ELLIS COUNTY, TEXAS**

We, the undersigned, are eight (8) or more landowners in the precinct in which a road (alleyway) closing is requested, being Precinct 4 in Ellis County, Texas, and we hereby represent that we are landowners in said Precinct 4 and we respectfully request, pursuant to the provisions of Section 2.003 of Art. 6702-1 V.A.T.S., now V.T.C.A. Transportation Code Chapter 251, Subchapter B, that the Commissioner's Court close all that portion of the public roads (alleyways) as shown in the plat marked as Exhibit "A" attached hereto and made a part hereof for all purposes, which public roads (alleyways) are bordered on both sides by land owned by Kenneth Mayfield and wife, Judy Mayfield:

That portion between Lots 5 and 6 and Lots 16 and 17 in Block 11, Skyline Acres Addition, Ellis County, Texas, beginning at the Southeast corner of Lot 5 and the Southwest corner of Lot 18 and extending to the Northeast corner of Lot 6 and the Northwest corner of Lot 17.

Notice of this proposed closing shall be advertised by posting on the Courthouse door and at two other places in the vicinity of the route affected for at least 20 days.

DATED this 12th day of Sept., 2016.


Printed Name: RICKY COOPER

Address:

4181 Old Hwy 67
Midlothian, Tx 76065

Diane Cooper
Printed Name: DIANE COOPER

Address:
4181 Old Hwy 67
MIDLOTHIAN, TX 76065

Dottie Lindsey
Printed Name: Dottie Lindsey

Address:
4925 Cecilia Ave.
Midlothian TX 76065

Kathryn Lindsey
Printed Name: Kathryn Lindsey

Address:
4934 Charles Ave
Midlothian TX 76065

John Lindsey
Printed Name: John Lindsey

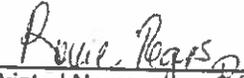
Address:
4934 Charles Ave
Midlothian TX 76065

Steve Lindsey
Printed Name: Steve Lindsey

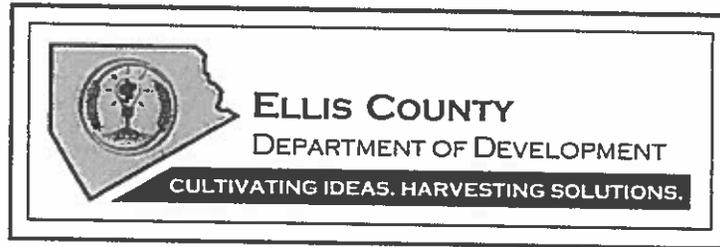
Address:
4925 Cecilia Ave
Midlothian TX 76065


Printed Name: Rick Rogers

Address:
1461 Dawson Dr
Midlotham, TX 76065


Printed Name: Rorie Rogers

Address:
1461 Dawson Dr.
Midlotham, TX 76065



AGENDA ITEM NO. 1.6*

* denotes public hearing

AGENDA CAPTION:

Consider and act upon a request to amend the County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, Court Order Number 192.02, dated May 13, 2002, specifically Paragraph 3 of Section 3-E (Lot and Street Layout) and any other related articles, sections and paragraphs to modify the minimum setback requirements.

BACKGROUND INFORMATION:

Purpose:

Over the past few months, the department has seen an increase in the number of variance requests for accessory buildings encroaching into the established side yard and rear setback lines. Normally, when a regulation is causing many variance requests to be filed, the regulation has to be reviewed closely and possibly amended to ensure it continues to meet the adopted goals and objectives of the County. Due to this reason, the Department of Development is bringing forth this amendment to the Rules and Regulations to allow the encroachment of buildings within the established side and rear building lines if they meet certain criteria.

CURRENT LANGUAGE

3-E LOT AND STREET LAYOUT:

Front building setback lines shall be shown on all lots and shall provide for a minimum setback distance of at least thirty (30) feet on roads located within the subdivision and forty (40) feet on lots bordering existing county roads or farm-to-market roads. Corner lots will have a forty (40) setback on the sides, which border any road. Building setback lines, sides, and rear lot lines shall be at least ten feet. If lots within subdivision are larger, a greater setback distance shall be considered.

PROPOSED AMENDMENT:

3-E LOT AND STREET LAYOUT:

Building set back lines shall be shown on all lots, and shall be as follows:

- (1) Lots abutting any internal road located within a subdivision shall require a minimum front setback distance of thirty (30) feet from the property line.
- (2) Lots abutting any existing County/State road or any other road not classified as an internal subdivision road shall require a minimum front setback distance of forty (40) feet from the property line

- (3) Side and rear yard setbacks shall be a minimum distance of ten (10) feet from the property line.
 - (i) The setback lines for a structure that is less than 300 square feet in area may be reduced to a minimum distance of five (5) feet from the property line if at the time of permitting a release of easement letter is obtained from the applicable utility providers and any other easement holder.
 - (ii) This reduction in setback shall only apply to one (1) structure on the property.
- (4) If there is a discrepancy in determining these setbacks or its application, the Department of Development Director shall make a determination. Any appeal to the Director's decision may be forwarded to the Ellis County Commissioners' Court.

Legal Notifications:

Chapter 233.033 of the Texas Local Government Code requires a published notice by placed in a newspaper of general circulation when amending setback lines at least fifteen (15) days before the public hearing date. Staff advertised this proposed amendment in the Friday, August 25, 2017 edition of the Waxahachie Daily Light, satisfying the legal notification requirement.

ATTACHMENTS:

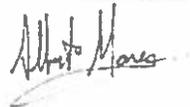
1. Legal Advertisement

RECOMMENDATION:

Staff recommends approval of this request, as presented.

**ELLIS COUNTY COMMISSIONERS' COURT
TUESDAY, SEPTEMBER 12, 2017**

SUBMITTED AND PRESENTED BY:



Alberto Mares, AICP
Director
Ellis County Department of Development

Ellis County Department of Development

109 South Jackson Street, Waxahachie, Texas 75165. 972-825-5200, 972-825-5205 fax

ATTENTION!

PUBLIC NOTICE

The Ellis County Commissioners' Court will meet on Tuesday, September 12, 2017, at 2:00 PM at the Ellis County Courthouse, 101 W. Main St., Waxahachie, Texas to consider the following:

Hold a public hearing and consider action on a request to amend the County of Ellis Rules, Regulations, and Specifications for Subdivisions and Manufactured Homes, Court Order No. 192.02, dated May 13, 2002, specifically Paragraph 3 of Section 3-E (Lot and Street Layout) and any other related articles, sections and paragraphs amending the minimum setback requirements. If you have any questions, please contact the Department of Development by calling 972-825-5200.

S K Septic Services

2687 E. Highway 287
P.O. Box 217
Midlothian, Texas 76065

2.3

August 3, 2017

Ellis County Juvenile Probation
2272 FM 878
Waxahachie, Tx

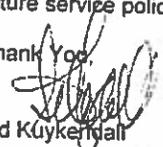
Dear Customer,

The service policy on your aerobic septic system will expire on 10/4/17. As you are aware, it is required by Ellis County Department of Development to have a continuing service policy with a licensed servicing company and it should be renewed 30 days prior to expiration.

S K Septic Service would like to be your service company. Our service policy is \$600.00 per year which includes 12 services on your system. (One every months) If we add chlorine tablets to your septic system, there is a charge of \$2.00 per tablet. We have 10# and 25# buckets of TCEQ approved chlorine tablets for sale in our office. For your convenience, we now accept VISA, Master Card and Discover. Credit card information is located at the bottom of this letter if you wish to pay by credit card.

If you would like for us to service your system, please sign the enclosed policy and return it with payment of \$600.00 to P.O. Box 217, Midlothian, Tx. 76065. If you prefer email to regular mail, please send us an email to SKSepticServices@aol.com. Please put "septic customer" in the subject line and include your name, address and phone number in the email. We will send all invoices and future service policies to your email address.

Thank You,


Sid Kuykendall

SEK/cgh
Encl.

Master Card

VISA

Discover

Credit Card Number

Expiration Date

CVC number on back of
card

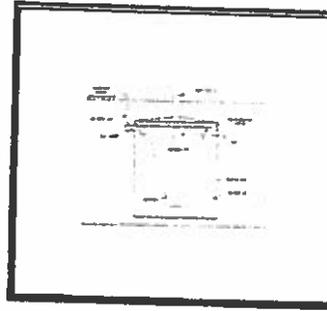
Signature

Office (972) 723-0225

Fax (972) 723-5636

S K Septic Services

P.O. Box 217
Midlothian, Texas 76065
Office 972/723-0225
Fax 972/723-5636



ONE YEAR CONTINUING SERVICE POLICY

Permit/Application # _____ Cost For Policy \$600.00
Date _____

Our firm, SK Septic Services, will inspect your Aerobic Septic System for ONE YEAR from the date of this contract. There will be twelve (12) inspections made throughout the year, one every month. If more inspections are requested, there will be an additional charge.

Effluent quality inspection will include a visual inspection for color, turbidity, sludge build-up, scum overflow and odor. Mechanical and electrical inspections and services include inspecting aerator, air filter, and alarm panel. Replacing or repairing any component not found to be functioning correctly will be an additional charge.

Upon expiration of this policy, our firm will offer a continuing service policy on a yearly basis to cover labor for normal maintenance and service on a year by year basis.

Violations include shutting off the electric current to the system, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

Grab samples and chlorine added as needed for an additional charge. Property owner is responsible for keeping chlorine in chlorinator.

THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM UNIT IF NECESSARY

Maintenance Provider Lic.#MP0000091

S K Septic Services

P.O. Box 217

Midlothian, Texas 76065

Policy Beginning Date 10/4/17

Policy Expiration Date 10/4/18

Property Owner

Ellis County Juvenile Prob#2
2272 FM 878
Waxahachie, Tx

Phone # _____

By signatures of the parties hereon, this policy is agreed to and accepted.

S K Septic Services

Property Owners

Sid Kuykendall

2.4

document solutions

Share ↗ Simplify ↗ Support

Solution Summary

Ellis County 443rd District Court

Pricing per the DIR-TSO-3043 Contract



Xerox VersaLink C405DN

Replacing: Xerox 3635 Serial # BA9410024

36ppm Color - Copier/Printer/Scanner/Fax

Current Costs: \$114.71

36 Month Lease Combined Costs:

\$113.87 per Month

Service and Supplies:

Includes:

20,000 B&W

\$0.0149 B&W per copy

***** Color Capable *****

document solutions

Share ↕ Simplify ↕ Support

Solution Summary

Ellis County 443rd District Court

Pricing per the DIR-TSO-3043 Contract



Xerox AltaLink C8055H

55ppm Color - Copier/Printer/Scanner/Fax

Replacing: Xerox 5845 Serial # EX7431656

Current Costs: \$284.02

36 Month Lease Combined Costs:

\$278.70 per Month

Service and Supplies:

Includes:

75,000 B&W / 300 Color

\$0.0051 B&W per copy

\$0.0456 Color per copy

***** Color can be placed on a code *****



COMMISSIONER SID MILLER

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME DELIVERED MEAL
GRANT PROGRAM

Updated May 2017

3.4

RESOLUTION AUTHORIZING COUNTY GRANT

A resolution of the County of Ellis (County) Texas certifying that the county has made a grant to Meals on Wheels of Johnson & Ellis Counties, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

WHEREAS, the County recognizes Debbie Sheffield (Authorized Official) as an official of the Organization.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$25,000.00 to be used between the:

1st of October 2017 and the 30th of September 2018
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of September, 2018.

Signature line for Authorized Official of the County

Signature of Authorized Official of the County

Carol Bush, Ellis County Judge

Typed Name and Title

3.5

**AGREEMENT COOPERATION
BETWEEN
COUNTY OF ELLIS AND ENNIS GARDEN CLUB
(represented by Chairman of the Bluebonnet Trail Annual Event)
Pursuant to Local Govt. Code §319.003 (a) and 319.004**

WHEREAS, Ellis County desires to aid and share expenses in the exhibition of certain horticulture products, namely bluebonnets, that are of interests to the Community pursuant to Local Govt. Code §319.01; and

WHEREAS, such aid and sharing of expenses and authorized under Chapter § 319.003 (a) and 319.004 of Local Government Code of the State of Texas.

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

- A. The county of Ellis (hereinafter COUNTY) Precinct 2 shall be the party aiding and sharing in the expenses of the Bluebonnet Trail annual event which shall include the placement, maintenance, repair, and checking of signs for the Ennis Garden Club (represented by Chairman of Bluebonnet Trail annual event) in preparation of the Bluebonnet Trail annual event for services necessary before, during and after the annual Bluebonnet Trail event on Ellis County easements. The COUNTY shall further be authorized to provide necessary service(s), hardware, and good in preparation of the Bluebonnet Trail for FY '2017 - 18 as provided by **Exhibit A** and hereto approved and adopted at the Ellis County Commissioners' Court prior to the Trail event.
- B. The Ennis Garden Club (represented by the Chairman of the Bluebonnet Trail annual event) (hereinafter CLUB) shall be the party sharing expenses and aiding the COUNTY with this event.
- C. The CLUB, as paying party acknowledges and certifies that all payments shall be made from the current revenues available to CLUB.
- D. The terms of this agreement shall be from **FY October 1, 2017 to September 30, 2018**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the placement, maintenance, repair and checking of signs for the Ennis Garden Club in preparation of the Bluebonnet Trail or services necessary before, during after the annual Bluebonnet Trail event on Ellis County easements only, the following:
 1. that prior to beginning said project, a **WORK ORDER**, in the form similar to Exhibit A attached hereto shall be adopted at the Ellis County Commissioners' Court describing the project to be undertaken and identifying the project's location; and
 2. CLUB agrees to pay COUNTY for work performed pursuant adopted Work Order. Miscellaneous projects and charges will be agreed upon **before** Work Order is approved; and;

- F. CLUB agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in amount that fairly compensates COUNTY for services or functions performed by COUNTY under this contract.

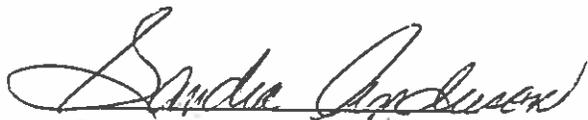
EXECUTED in triplicate this the _____ day of _____, 2017.

COUNTY OF ELLIS

Carol Bush
County Judge, Ellis County, Texas

Attest:

Cindy Polley
Ellis County Clerk


Ennis Garden Club
Represented by Chairman of the
Bluebonnet Trail Annual Event
(Sandy Anderson)

Attest:


Ennis Garden Club
Title: President

**WORK ORDER UNDER AGREEMENT COOPERATION
BETWEEN COUNTY OF ELLIS
AND
ENNIS GARDEN CLUB**

3.6

(Represented by Chairman of the Bluebonnet Trail annual event)

Service Provider: Ellis County, Texas

Department to Provide Service: Ellis County Commissioner, Pct. 2

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____
per Commissioners Count Minute Order _____

Local Government Requesting Service: *Ennis Garden Club (Represented by Chairman of the Bluebonnet Trail annual event)*

Description of Project to be Undertaken: *Place directional signs that are provided by Ennis Garden Club on Ellis County Precincts 1 & 2 county easements only (as designated by Ennis Garden Club representative(s)) for the Bluebonnet Trail annual event. Work Order services will be provided before, during and after the Bluebonnet Trail annual event (approximately end of February, March, April and middle of May, 2018).*

Location of Project to be Undertaken: *Ellis County Precincts 1& 2 - Easements –Locations are determined and designated by representatives of the Ennis Garden Club. – Note: Bluebonnets are located in Pct. 1 and Pct. 2 areas.*

Requested by: _____
Lane Grayson
Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners' Court per Minute Order No. _____ **on the** _____
day of _____, 2017.

*Carol Bush
Ellis County Judge*

ACCEPTED AND AGREED TO this 17 **day of** July **2017.**

Signature: *Sandra S. Anderson*
Sandra S. Anderson

Title: *Chairman of the 2018 Bluebonnet Trail
(Ennis Garden Club)*

On Behalf of: *Ennis Garden Club (represented by
Chairman of the Bluebonnet Trail Annual Event*



June 23, 2017

Mr. Lane Grayson
Ellis County Commissioner, Pct. 2
100 Oak Grove Rd.
Ennis, Texas 75119
Re: 'FW 2017-18 Interlocal Cooperative Agreement between
The County of Ellis and City of Garrett

Dear Mr. Grayson:

I am enclosing three (3) signed originals of the above referenced Interlocal Agreement for 'FY 2017-18.
Please include the additional requirement as indicated by the handwritten note by Mayor Newsom.
If you need anything further, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Judy Braddock".

Judy Braddock
City Secretary

Enclosures



LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

1400 OAK GROVE RD.
ENNIS, TEXAS 75119

972-825-5333 - OFFICE
972-875-9594 - FAX

June 9, 2017

Mr. Matt Newsom
Mayor
City of Garrett
208 N. Ferris St.
Ennis, Texas 75119

RE: · FY 2017 – 18 -Interlocal Cooperative Agreement
between the County of Ellis and City of Garrett

Dear Mayor Newsom:

I am enclosing three (3) originals of the above referenced Interlocal Agreement for 'FY 2017-18. Please obtain signatures of approval and return the three (3) signed agreements to our office by **August 25, 2017.**

Upon receipt of the signed enclosures, I will place the Interlocal Agreement on the Ellis County Commissioners' Court Agenda for approval. *The County Clerk will forward you an original signed agreement upon approval of Commissioners' Court.*

Thank you for your assistance and if you have any questions, please do not hesitate to contact our office at 972-825-5333.

Sincerely,


Lane Grayson
Ellis County Commissioner, Pct. 2

Enclosures

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or 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 the City of Garrett goods and/or services.
- B. The City of Garrett (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. 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.
- D. The terms of this agreement shall be from **FY October 1, 2017 to September 30, 2018.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.

5. IT IS AGREED NO WORK ORDER SHALL DEEMED TO BE APPROVED UNLESS SAME BE THE SIGNATURE OF THE MAYOR OF THE CITY OF GARRETT, MATT NENSON.

F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2017.

COUNTY OF ELLIS

 Carol Bush
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

CITY OF GARRETT



 Signature
 Printed Name: _____
 Title: _____

Attest:

 City Secretary (Administrator)

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017/18.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 2017/18.

Signature: _____

Title: _____

On Behalf of: _____



3.8

1400 OAK GROVE RD.
ENNIS, TEXAS 75119

LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

972-825-5333 - OFFICE
972-875-9594 - FAX

June 9, 2017

Mr. David DelBosque
Superintendent of Avalon
Independent School District
P. O. Box 455
Avalon, Texas 76623

RE: ' FY 2017-18 -Interlocal Cooperative Agreement
between the County of Ellis and Avalon ISD

Dear Superintendent DelBosque:

I am enclosing three (3) originals of the above referenced Interlocal Agreement for 'FY 2017-18. Please obtain signatures of approval and return the three (3) signed agreements to our office by **August 25, 2017**.

Upon receipt of the signed enclosures, I will place the Interlocal Agreement on the Ellis County Commissioners' Court Agenda for approval. *The County Clerk will forward you an original signed agreement upon approval of Commissioners' Court.*

Thank you for your assistance and if you have any questions, please do not hesitate to contact our office at 972-825-5333.

Sincerely,

A handwritten signature in black ink, appearing to read "Lane Grayson", written over a faint printed name.

Lane Grayson
Ellis County Commissioner, Pct. 2

Enclosures

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or 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 the ISD goods and services.
- B. The Avalon Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. 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.
- D. The terms of this agreement shall be from **October 1, 2017 to September 30, 2018**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
 - 4 that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.
- F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the ____ day of _____, 2017.

COUNTY OF ELLIS

Carol Bush
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

AVALON INDEPENDENT
SCHOOL DISTRICT

Signature
Printed Name: Dr David De) Bosque
Title: Supt.

Attest:

School Board President

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

**Signature of
Ellis Co. Commissioner, Pct. 2**

Department: Ellis County Commissioner, Pct. 2

**APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017/18.**

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 2017/18.

Signature: _____

Title: _____

On Behalf of: _____



3.9

MEMORANDUM

DATE: June 27, 2017
TO: Lane Grayson, Ellis County Commissioner, Pct. 2
FROM: Angie Wade, City Secretary
SUBJECT: FY18 INTERLOCAL COOPERATIVE AGREEMENT

Please find enclosed three (3) signed original FY18 Interlocal Cooperative Agreements between the County of Ellis and the City of Ennis, for approval and execution by the Ellis County Commissioner's Court. If you have any questions, contact my office at 972-875-1234, ext. 2236.

Sincerely,

Angie Wade, TRMC
City Secretary

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or 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 the City of Ennis goods and/or services.
- B. The City of Ennis (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. 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.
- D. The terms of this agreement shall be from **FY October 1, 2017 to September 30, 2018.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 - 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2017.

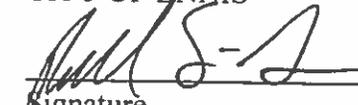
COUNTY OF ELLIS

Carol Bush
County Judge, Ellis County, Texas

Attest:

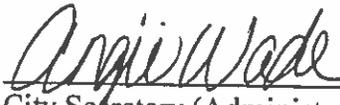
 Ellis County Clerk

CITY OF ENNIS



 Signature
 Printed Name: Randall Scott Dixon
 Title: City Manager

Attest:



 City Secretary (Administrator)

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Signature of
Ellis Co. Commissioner, Pct. 2

Department: Ellis County Commissioner, Pct. 2

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 2017/18.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ___ day of _____, 2017/18.

Signature: _____

Title: _____

On Behalf of: _____

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND THE ENNIS INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or 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 the ISD goods and services.
- B. The Ennis Independent School District (hereinafter ISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. 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.
- D. The terms of this agreement shall be from **October 1, 2017 to September 30, 2018**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **WORK ORDER** in the form similar to **EXHIBIT A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. ISD agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and charges will be agreed upon before Work Order is approved; and,
- 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract; and,
- 4 that the parties agree that this contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the payment party. Finally, each party agrees that the contractual payment made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the other for the services or function performed under this contract.

F. ISD agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the 29 day of August, 2017.

COUNTY OF ELLIS

 CAROL BUSH
 County Judge, Ellis County, Texas

Attest:

 Ellis County Clerk

ENNIS INDEPENDENT
 SCHOOL DISTRICT



 Signature
 Printed Name: Bramlet Beard
 Title: Board President

Attest:

Walter R. Beard
 School Board Secretary



3.11

1400 OAK GROVE RD.
ENNIS, TEXAS 75119

LANE GRAYSON
ELLIS COUNTY COMMISSIONER, PCT. 2

972-825-5333 - OFFICE
972-875-9594 - FAX

August 1, 2017

Mr. J.B. Lowry Jr.
Mayor
City of Bardwell
P. O. Box 271
Bardwell, Texas 75101

RE: 'FY 2017-18 -Interlocal Cooperative Agreement
between the County of Ellis and City of Bardwell

Dear Mayor:

I am enclosing three (3) originals of the above referenced Interlocal Agreement for 'FY 2017-18. Please obtain signatures of approval and **return the three (3) signed agreements to our office by August 25, 2017.**

Upon receipt of the signed enclosures, I will place the Interlocal Agreement on the Ellis County Commissioners' Court Agenda for September Court action. *The County Clerk will forward you an original signed agreement upon approval at Commissioners' Court.*

Thank you for your assistance and if you have any questions, please do not hesitate to contact our office at 972-825-5333.

Sincerely,

A handwritten signature in black ink, appearing to read "Lane Grayson", written in a cursive style.

Lane Grayson
Ellis County Commissioner, Pct. 2

Enclosures

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or 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 the City of Bardwell goods and/or services.
- B. The City of Bardwell (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. 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.
- D. The terms of this agreement shall be from **FY October 1, 2017 to September 30, 2018**.
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agreed upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2017.

COUNTY OF ELLIS

CAROL BUSH
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF BARDWELL

Signature
Printed Name: J. B. Lewis Jr
Title: Mayor

Attest:

Ardeena Wood
City Secretary (Administrator)

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

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

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

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

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

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

- A. The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and/or 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 the City of Alma goods and/or services.
- B. The City of Alma (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C. 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.
- D. The terms of this agreement shall be from **FY October 1, 2017 to September 30, 2018.**
- E. Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building, or other facility, the following:
 1. that prior to beginning said project, a **Work Order** in the form similar to **Exhibit A** attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and

- 2. CITY agrees to pay COUNTY for work performed pursuant to Work Order. Miscellaneous projects and changes will be agree upon before Work Order is approved; and,
 - 3. that the payment and penalty provisions set out in Section 791.014 (c and d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
 - 4. The Parties agree that is contract is to provide a governmental function or service that each party to the contract is authorized to perform individually. Both parties agree and certify that any payments required under this contract will be made from current revenues available to the paying party. Finally, each party agrees that the contractual payments made under this agreement will be and are to be based on reasonable value in an amount that fairly compensates the services or function performed under this contract.
- F. CITY agrees to pay COUNTY within (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the ____ day of _____, 2017.

COUNTY OF ELLIS

Carol Bush
County Judge, Ellis County, Texas

Attest:

Ellis County Clerk

CITY OF ALMA

Signature
Printed Name: Bob Peters
Title: Mayor

Attest:

Linda Calvert
City Secretary (Administrator)



3.14

September 1, 2017

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

Re: Ellis County – Workers’ Compensation Program Renewal Questionnaire

Dear Ms. Taylor,

Thank you for participating in TAC Risk Management Pool’s Workers’ Compensation Program. As we prepare your January 1, 2018 renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective Workers’ Compensation Coverage possible. To ensure that we have up-to-date information, please fill out each tab of the attached questionnaire completely and make any changes directly to the document. You can also provide supplemental sheets as necessary. Please note that omitted information may result in an exclusion from coverage.

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

Please complete the Workers’ Compensation Renewal Questionnaire and return it and any supplemental documents by September 29, 2017:

- **Estimated Payroll** – Please use the Estimated Payroll tab in the Excel worksheet to update your payroll and employee count by classification. This tab includes your 2016 actual payroll plus a 2% increase. If you do not return the worksheet with updated payroll information, your renewal will be processed with the 2016 actual payroll plus 2% as listed in the worksheet.
- **Optional Coverages** – This tab is used to report your decisions regarding optional coverage for certain categories of personnel and volunteers. Please note the instructions regarding how to report payroll for optional coverages.
- **Employee Concentration** – This tab is to report the number of employees working within each of your buildings.



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

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

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

Sincerely,

Sabrina Pena
Member Service Representative



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

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

Effective Date of Alliance Participation

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

Termination Date of Alliance Participation

Ellis County

Printed Name and Title

Signature of Workers' Compensation Coordinator or Pool Coordinator Date

320

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF ELLIS COUNTY FIRE CODE
BETWEEN ELLIS COUNTY AND
CITY OF ITALY**

THIS AGREEMENT is entered into by the following parties:

City of ITALY, a general law municipality located in Ellis County, Texas, ("City") and Ellis County, Texas, a political subdivision of the State of Texas ("County").

RECITALS

City and County have each determined that it would be mutually advantageous for County to enforce the Ellis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX.LOC.GOV'T CODE ANN., §233.061(b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., Ch. 791.

City and County acknowledge at the time of entering this agreement, both governing bodies have adopted a different version of the International Fire Code.

The County adopted the Ellis County Fire Code on November 26, 2012 to be effective on January 1, 2013. The Ellis County Fire Code was revised on August 12, 2013, Please see Ellis County Commissioners' Court Minute Order 278.13. As part of the current Ellis County Fire Code, the Commissioners Court adopted the International Fire Code (2009 edition) as the appropriate fire code for the unincorporated areas of Ellis County. Presently, no newer code editions have been adopted by Ellis County.

The City adopted the 2015 International Fire Code pursuant to Ordinance No. 2016-0812-01 on August 12, 2016.

City and County acknowledge and agree that it is the intent of the parties that the Ellis County Fire Marshall shall enforce the Ellis County Fire Code inside the municipal city limits of Italy, Texas. Additionally, where the International Fire Code is referenced in the Ellis County Fire Code, the 2015 edition shall be enforced inside the municipal city limits of Italy, Texas. County will continue to enforce the 2009 edition of the International Fire Code in the unincorporated areas of the County.

AGREEMENT

City and County agree as follows:

1.0 Definitions

- 1.01 Council - "Council" means City Council of the City of ITALY
- 1.02 Commissioners Court - "Commissioners Court" means Ellis County Commissioners Court.
- 1.03 County - "County" means Ellis County Texas acting by and through the Fire Marshal.
- 1.04 Day - "Day" means calendar day.
- 1.05 Fire Code Inspections(s) - "Fire Code inspection(s)" means the review of plans, the issuance of building permits, the inspection of installations, and the issuance of operating permits for compliance with the Ellis County Fire Code upon request for a permit. It also includes the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Ellis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Ellis County Fire Code.
- 1.06 Fire Marshal - "Fire Marshal" means the Ellis County Fire Marshal and his designated fire inspectors who are employed in his office.
- 1.07 Fire Regulations Inspections(s) - "Fire Regulations Inspections(s)" means the routine inspection of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routing inspections means annual inspection and all follow-up necessary to insure compliances with applicable federal, state, and county rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.
- 1.08 In the City of ITALY - "In the City of ITALY" means any location within the full purpose corporate limits of the City of ITALY and does not include locations within in extraterritorial jurisdiction or its limited purpose jurisdiction.
- 1.09 Ellis County Fire Code - "Ellis County Fire Code" means the County Code at the time of executing this agreement. All definitions in the Ellis County Fire Code are incorporated the same as if set forth in full in this Agreement with the

exception of edition of the International Fire Code used with in the municipal city limits of Italy, Texas. As set forth in the recitals, where the Ellis County Fire Code references the International Fire Code, the 2015 edition of the International Fire Code shall be enforced in the municipal city limits of Italy, Texas.

2.0 Terms of Agreement

- 2.01 **Initial Term** - This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2017 unless earlier terminated by either party in compliance with 13.0 of this Agreement.
- 2.02 **Renewal Term** - This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2017 for a term of one year and automatically renews for term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

- 3.01 **Exclusive Provider**- City grants County the exclusive right to provide the services described in this Agreement in the City of ITALY
- 3.02 **Creation of Fire Marshal's Authority** - Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a designated department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.
- 3.03 **Adoption of Ellis County Fire Code** - City shall pass an ordinance, order, rule or resolution adopting the Ellis County Fire Code in City of ITALY. All definitions in the Ellis County Fire Code shall be incorporated the same as if set forth in full in this Agreement with the exception of edition of the International Fire Code used with in the municipal city limits of Italy, Texas. As set forth in the recitals, where the Ellis County Fire Code references the International Fire Code, the 2015 edition of the International Fire Code shall be enforced with in the municipal city limits of Italy, Texas. City and County agree that the 2015 edition of the International Fire Code provides appropriate protective measures and continuity with other local governments in Ellis County.
- 3.04 **Establishment of Fees** - City authorizes Commissioners Court to set permit fees in the City of ITALY at the same amount as fees for the unincorporated area of Ellis County set by Commissioners Court.
- 3.05 **Payment For Services** - City assigns to County its right to receive any permit

fees to be paid by applicants for permits under the Ellis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the County Treasurer in accordance with procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the County Treasurer in accordance with the procedures established by County from time to time.

- 3.06 Notice of Complaints - City acknowledges that all calls about any complaints related to services under this Agreement should be made to Ellis County Fire Marshal's Office (ECFMO).
- 3.07 Fire Code Inspection- For Fire Code Inspections under this Agreement, City designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Ellis County Fire Code. The procedures for requests for hearings, and for actions taken as a result of those hearings are set forth in the Ellis County Fire Code, including imposing any related penalties described in it, within the limits imposed by applicable law.
- 3.08 Fire Regulation Inspection - For Fire Regulation Inspections under this Agreement, City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including and related penalties described in the other applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.
- 3.09 Legal Action - In any legal action which is required as a result of the services provided under this Agreement, the Ellis County and District Attorney is responsible for judicial prosecution of violations of the applicable Ellis County Fire Code and any applicable federal, state, and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and county rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state, and county rules or regulations.
- 3.10 Compliance with Laws - City shall comply with all applicable laws, rules and regulations in the performance of this agreement.
- 3.11 Appeals and Hearing Procedures - The ITALY City Council shall assume all procedures, duties, and responsibilities assigned to the Ellis County

Commissioners Court within Part 6 - Appeals and Hearing Procedures of the Ellis County Fire Code.

4.0 Responsibilities of County

- 4.01 Enforcement of Ellis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Ellis County Fire Code and carry out the following services related to it in City of ITALY:
- 4.1.1 review plans of applicants for permits under it,
 - 4.1.2 issue building permits under it, and
 - 4.1.3 perform inspections of installations required by it, and
 - 4.1.4 the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance.
- 4.02 Complaint Investigation - County shall investigate Ellis County Fire Code complaints and complaints about violations of any other applicable federal, state and county rules or regulations related to fire control and prevention. If the investigations of a complaint reveal the violation of the Ellis County Fire Code or any other applicable federal, state and county rules or regulations related to fire control and preventions, County shall enforce these legal requirements to the extent allowed by law except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.
- 4.03 Other Permit Inspections - County shall routinely inspect establishments for compliance with any applicable federal, state and county rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow- up necessary to insure compliance with the applicable federal, state, and county rules or regulations. Routine inspections may be either inspected prior to and as part of both the initial state licensing proves and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.
- 4.04 Credit for Fees - County may perform any reasonable activities necessary to collect fees for services provided. County may retain all fees collected.
- 4.05 Annual Reports – Annually, County shall provide City with at least a summary report for the information provided:
- 4.5.1 the number of applications received in the City of ITALY

- 4.5.2 the number of permits issued in the City of ITALY, and
- 4.5.3 the number and type of inspections related to other laws that are performed.

- 4.06 Access to reports, Records and Facilities - County shall provide City with full access to all records and reports about the Ellis County Office of the Fire Marshal that are available by law to members of the public generally.
- 4.07 Compliance with Laws - County shall comply with all applicable laws, rules, and regulations in the performance of this agreement.

5.0 Fees

- 5.01 Fire Code Permits - County shall charge applicants for permits in City of ITALY based on the fees that are approved by the Commissioners Court.
- 5.02 Other Fire Regulation Fees - County shall charge businesses needing an inspection in City of ITALY based on the fees that are approved by the Commissioners Court.

6.0 Liability

- 6.01 Limits of Liability- City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County of its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City of its employees or agents in relation to the responsibilities of City under this Agreement.
- 6.02 Shared Liability - If both County and City are liable for any claims or damages arising from the actions of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the claims, damages, and attorney fees attributable to each that arise from their actions or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement."

7.0 Acknowledgements

- 7.01 Ellis County Fire Code - City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules, or resolutions adopting the Ellis County Fire Codes. City further acknowledges and agrees that this Ellis County Fire Code supersedes any other ordinances, orders, rules, resolutions, or other enactments by City related to the regulations being implemented under this Agreement, with the exception of the City's adoption of the 2015 edition of the International Fire Code as discussed above.

- 7.02 Limit of Representative Authority - City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.
- 7.03 Limit on Agents - No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee, or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the City Council.

8.0 Amendment of Agreement

- 8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

9.0 Entire Agreement

- 9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

10.0 Breach

- 10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

11.0 Dispute Resolution and Jurisdiction

- 11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as

described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

- 11.02 Jurisdiction - This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under it are performable in Ellis County, Texas. The appropriate venue for any dispute arising out of this agreement shall be a district court of Ellis County, Texas.

12.0 Waiver and Reservation of Rights

- 12.01 Waiver - The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.
- 12.02 Reservation of Rights and Remedies - All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement shall not preclude the exercise of any other right or remedy under this agreement, the laws or in equity, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

13.0 Termination

- 13.01 Annual Termination - Either party to this agreement may terminate this agreement by giving 90 days prior written notice to the other party.
- 13.02 Mutually Agreed Termination - This agreement may be terminated at any time by mutual agreement of the parties.
- 13.03 Termination for Breach - Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.
- 13.04 Survival of Provisions - If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid

14.0 Notice

- 14.01 **Written Notice** All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, returns receipt requested.
- 14.02 **County Address** Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:
- County Judge, Ellis County 101 W. Main Street Waxahachie, TX 75165
- 14.03 **City Address** Notice sent pursuant to this agreement shall be delivered or sent to City at the following addresses:
- Mayor, City of ITALY
161 W Main St.
PO Box 840
ITALY, TX 76651
- 14.04 **Time of Delivery** When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.
- 14.05 **Change of Address** Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

15.0 Parties Bound

- 15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

16.0 Interpretational Guideline

- 16.01 **Third Party Rights Not Created.** This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not

a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

- 16.02 Texas Law to Apply - This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Ellis County, Texas.
- 16.03 Severability of Provisions - In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.
- 16.04 Computation of Time - When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees, these days shall be omitted from the computation.
- 16.05 Gender and Number - Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.
- 16.06 Headings - The headings at the beginning of the various provisions of this agreement have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

EXECUTED this _____ day of _____, 2017

CITY OF ITALY

By: _____
Mayor of Italy

ATTEST

By: _____
City Secretary of Italy

COUNTY OF ELLIS

By: _____
Carol Bush
County Judge

ATTEST

By: _____
Cindy Polley
County Clerk

3.22

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **ELLIS COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded proportionately by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

Participant recognizes that counties from other Administrative Regions are also participating in the program. Each county's participatory costs are based upon funding by the Texas Indigent Defense Commission that is expected to total \$3,000,000 in FY 18 and \$3,000,000 in FY19. Of this total, \$1,550,000 in FY18 and \$1,550,000 in FY19 consist of General Revenue appropriated by the 85th Texas Legislature. The remaining funds of \$1,450,000 in FY18 and \$1,450,000 in FY19 consist of Sustainability Grant Funds from the Texas Indigent Defense Commission ("TIDC"). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2018 and 2019; however, the TIDC funding is not anticipated to be less than detailed above. The remaining portion of the program's budget is cost-sharing commensurate with all eligible counties' applicable inclusion in the program.

In order to provide sustainable funding for the PD and a fund balance for emergency situations, participating counties will contribute (with a minimum contribution of \$1,000 per county) per the detailed county allocation schedule marked as Attachment 1 and incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county as a percentage of the whole of the 177 participating counties (50%) and the average number of capital murder cases filed between 2003 and 2013 as a percentage of the 177 participating counties (50%).

The Interlocal Agreements shall become effective October 1, 2017, and continue through September 30, 2018. Thereafter, the agreements shall renew automatically each October 1st for a successive one-year term through September 30, 2019, unless terminated under this agreement.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Administrative Judicial Regions in eligible counties may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end of the grant year, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the Participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether participant will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the PD office.
- 1.08 **No other Costs Incurred.** Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head
County Judge
Lubbock County
PO Box 10536
Lubbock, Texas 79408

And:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
P O Box 2097
Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Carol L. Bush
County Judge
Ellis County
101 W. Main St.
Waxahachie, Texas 75165

- 2.02 **No Partnership.** 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.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days' notice in writing to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives written notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that PARTICIPANT withdraws under (a) or (b) and the PD is representing an individual or individuals after having been appointed by a court in PARTICIPANT'S county, beginning on the effective date of the withdrawal, PARTICIPANT shall be responsible for timely payment of \$150.00 per hour for the first chair attorney, \$125.00 per hour for the second chair attorney, \$60.00 per hour for the mitigation specialist and \$50.00 per hour for the investigator. Additionally, PARTICIPANT shall also timely pay upon receipt and documentation all investigative costs incurred by the PD including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 201__.

COUNTY OF LUBBOCK

COUNTY OF ELLIS

Honorable Thomas V. Head
County Judge

Honorable Carol L. Bush
County Judge

ATTEST:

ATTEST:

Honorable Kelly Pinion
Lubbock County Clerk

Ellis County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office
Lubbock County

County	2010 Pop	%Total Pop	Avg cases per yr	%Total Cases	FY18 Cost per County	FY19 Cost per County
Anderson	58,458	0.66%	0.9	0.69%	\$31,428.00	\$31,428.00
Andrews	14,786	0.17%	0.4	0.31%	\$11,243.00	\$11,243.00
Angelina	86,771	0.97%	1.3	0.99%	\$46,580.00	\$46,580.00
Aransas	23,158	0.26%	0.2	0.15%	\$9,671.00	\$9,671.00
Archer	9,054	0.10%	0.0	0.00%	\$2,348.00	\$2,348.00
Armstrong	1,901	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Atascosa	44,911	0.50%	0.6	0.46%	\$22,760.00	\$22,760.00
Austin	28,417	0.32%	0.9	0.69%	\$24,037.00	\$24,037.00
Bailey	7,165	0.08%	0.6	0.46%	\$12,970.00	\$12,970.00
Bandera	20,485	0.23%	0.1	0.08%	\$7,165.00	\$7,165.00
Bastrop	74,171	0.83%	0.5	0.38%	\$28,138.00	\$28,138.00
Baylor	3,726	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Bee	31,861	0.36%	1.6	1.22%	\$37,153.00	\$37,153.00
Bell	310,235	3.48%	6	4.58%	\$191,578.00	\$191,578.00
Blanco	10,497	0.12%	0.2	0.15%	\$6,426.00	\$6,426.00
Borden	641	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Bosque	18,212	0.20%	0.3	0.23%	\$10,279.00	\$10,279.00
Bowie	92,565	1.04%	2.9	2.21%	\$75,048.00	\$75,048.00
Brazoria	313,166	3.52%	1.2	0.92%	\$98,105.00	\$98,105.00
Brazos	194,851	2.19%	2.7	2.06%	\$96,652.00	\$96,652.00
Brewster	9,232	0.10%	0	0.00%	\$2,395.00	\$2,395.00
Briscoe	1,637	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Brooks	7,223	0.08%	0	0.00%	\$1,871.00	\$1,871.00
Brown	38,106	0.43%	1.9	1.45%	\$45,069.00	\$45,069.00
Burleson	17,187	0.19%	0.5	0.38%	\$13,717.00	\$13,717.00
Burnet	42,750	0.48%	0.1	0.08%	\$12,940.00	\$12,940.00
Caldwell	38,066	0.43%	0.1	0.08%	\$11,725.00	\$11,725.00
Calhoun	21,381	0.24%	0.3	0.23%	\$11,101.00	\$11,101.00
Callahan	13,544	0.15%	0.1	0.08%	\$5,352.00	\$5,352.00
Camp	12,401	0.14%	0	0.00%	\$3,216.00	\$3,216.00
Carson	6,182	0.07%	0	0.00%	\$1,603.00	\$1,603.00
Cass	30,464	0.34%	0.5	0.38%	\$17,161.00	\$17,161.00
Castro	8,062	0.09%	0	0.00%	\$2,091.00	\$2,091.00
Chambers	35,096	0.39%	0.2	0.15%	\$12,807.00	\$12,807.00
Cherokee	50,845	0.57%	0.4	0.31%	\$20,414.00	\$20,414.00
Childress	7,041	0.08%	0	0.00%	\$1,826.00	\$1,826.00
Clay	10,752	0.12%	0.3	0.23%	\$8,344.00	\$8,344.00
Cochran	3,127	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coke	3,320	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Coleman	8,895	0.10%	0.1	0.08%	\$4,159.00	\$4,159.00
Collingsworth	3,057	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Colorado	20,874	0.23%	0.1	0.08%	\$7,266.00	\$7,266.00
Comal	108,472	1.22%	0.4	0.31%	\$34,879.00	\$34,879.00
Comanche	13,974	0.16%	0.2	0.15%	\$7,307.00	\$7,307.00
Concho	4,087	0.05%	0	0.00%	\$1,060.00	\$1,060.00
Cooke	38,437	0.43%	0.9	0.69%	\$26,338.00	\$26,338.00

Coryell	75,388	0.85%	0.8	0.61%	\$34,368.00	\$34,368.00
Cottle	1,505	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Crane	4,375	0.05%	0.1	0.08%	\$2,987.00	\$2,987.00
Crockett	3,719	0.04%	0.1	0.08%	\$2,816.00	\$2,816.00
Crosby	6,059	0.07%	0.1	0.08%	\$3,423.00	\$3,423.00
Culberson	2,398	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dallam	6,703	0.08%	0	0.00%	\$1,739.00	\$1,739.00
Dawson	13,833	0.16%	0	0.00%	\$3,588.00	\$3,588.00
De Witt	20,097	0.23%	0	0.00%	\$5,213.00	\$5,213.00
Deaf Smith	19,372	0.22%	0.1	0.08%	\$6,876.00	\$6,876.00
Delta	5,231	0.06%	0.1	0.08%	\$3,204.00	\$3,204.00
Dickens	2,444	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Dimmit	9,996	0.11%	0.1	0.08%	\$4,445.00	\$4,445.00
Donley	3,677	0.04%	0.1	0.08%	\$2,806.00	\$2,806.00
Duval	11,782	0.13%	0	0.00%	\$3,056.00	\$3,056.00
Eastland	18,583	0.21%	0.1	0.08%	\$6,672.00	\$6,672.00
Ector	137,130	1.54%	3.8	2.90%	\$105,938.00	\$105,938.00
Edwards	2,002	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Ellis	149,610	1.68%	1	0.76%	\$57,323.00	\$57,323.00
Erath	37,890	0.43%	1.2	0.92%	\$31,585.00	\$31,585.00
Falls	17,866	0.20%	0.8	0.61%	\$19,449.00	\$19,449.00
Fannin	33,915	0.38%	0.5	0.38%	\$18,056.00	\$18,056.00
Fayette	24,554	0.28%	0	0.00%	\$6,336.00	\$6,336.00
Fisher	3,974	0.04%	0	0.00%	\$1,031.00	\$1,031.00
Floyd	6,446	0.07%	0	0.00%	\$1,672.00	\$1,672.00
Foard	1,336	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Franklin	10,605	0.12%	0.6	0.46%	\$13,862.00	\$13,862.00
Freestone	19,816	0.22%	0.2	0.15%	\$8,843.00	\$8,843.00
Frio	17,217	0.19%	0.4	0.31%	\$11,873.00	\$11,873.00
Gaines	17,526	0.20%	0.8	0.61%	\$19,361.00	\$19,361.00
Galveston	291,309	3.27%	3.1	2.37%	\$132,965.00	\$132,965.00
Garza	6,461	0.07%	0	0.00%	\$1,676.00	\$1,676.00
Gillespie	24,837	0.28%	0	0.00%	\$6,442.00	\$6,442.00
Glasscock	1,226	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Goliad	7,210	0.08%	0.1	0.08%	\$3,722.00	\$3,722.00
Gonzales	19,807	0.22%	0.7	0.53%	\$17,946.00	\$17,946.00
Gray	22,535	0.25%	0.8	0.61%	\$20,660.00	\$20,660.00
Grayson	120,877	1.36%	1.9	1.45%	\$66,538.00	\$66,538.00
Gregg	121,730	1.37%	2	1.53%	\$66,767.00	\$66,767.00
Grimes	26,604	0.30%	0.2	0.15%	\$10,604.00	\$10,604.00
Guadalupe	131,533	1.48%	1.3	0.99%	\$56,829.00	\$56,829.00
Hale	36,273	0.41%	0.5	0.38%	\$18,668.00	\$18,668.00
Hall	3,353	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Hamilton	8,517	0.10%	0	0.00%	\$2,209.00	\$2,209.00
Hansford	5,613	0.06%	0.1	0.08%	\$3,308.00	\$3,308.00
Hardeman	4,139	0.05%	0	0.00%	\$1,074.00	\$1,074.00
Hardin	54,635	0.61%	0.7	0.53%	\$27,134.00	\$27,134.00
Harrison	65,631	0.74%	2.8	2.14%	\$66,581.00	\$66,581.00

Hartley	6,062	0.07%	0	0.00%	\$1,572.00	\$1,572.00
Haskell	5,899	0.07%	0	0.00%	\$1,528.00	\$1,528.00
Hays	157,107	1.76%	0.9	0.69%	\$55,910.00	\$55,910.00
Hemphill	3,807	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Henderson	78,532	0.88%	0.7	0.53%	\$32,872.00	\$32,872.00
Hill	35,089	0.39%	0.5	0.38%	\$18,360.00	\$18,360.00
Hockley	22,935	0.26%	0	0.00%	\$5,949.00	\$5,949.00
Hood	51,182	0.57%	0.6	0.46%	\$24,386.00	\$24,386.00
Hopkins	35,161	0.39%	0.4	0.31%	\$16,527.00	\$16,527.00
Houston	23,732	0.27%	0.4	0.31%	\$13,489.00	\$13,489.00
Howard	35,012	0.39%	0	0.00%	\$9,081.00	\$9,081.00
Hudspeth	3,476	0.04%	0.25	0.19%	\$5,513.00	\$5,513.00
Hunt	86,129	0.97%	2.8	2.14%	\$74,191.00	\$74,191.00
Hutchinson	22,150	0.25%	0.3	0.23%	\$11,301.00	\$11,301.00
Irion	1,599	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Jack	9,044	0.10%	0	0.00%	\$2,346.00	\$2,346.00
Jackson	14,075	0.16%	0.3	0.23%	\$9,171.00	\$9,171.00
Jasper	35,710	0.40%	1.5	1.14%	\$36,368.00	\$36,368.00
Jeff Davis	2,342	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Jefferson	252,273	2.83%	4.1	3.13%	\$133,756.00	\$133,756.00
Jim Hogg	5,300	0.06%	0	0.00%	\$1,375.00	\$1,375.00
Jim Wells	40,838	0.46%	1.8	1.37%	\$42,971.00	\$42,971.00
Johnson	150,934	1.69%	1	0.76%	\$56,208.00	\$56,208.00
Jones	20,202	0.23%	1.1	0.84%	\$25,262.00	\$25,262.00
Karnes	14,824	0.17%	0	0.00%	\$3,845.00	\$3,845.00
Kaufman	103,350	1.16%	2.1	1.60%	\$65,695.00	\$65,695.00
Kendall	33,410	0.38%	0.2	0.15%	\$12,369.00	\$12,369.00
Kenedy	416	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kent	808	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Kerr	49,625	0.56%	0.3	0.23%	\$18,427.00	\$18,427.00
Kimble	4,607	0.05%	0.2	0.15%	\$4,899.00	\$4,899.00
King	286	0.00%	0	0.00%	\$1,000.00	\$1,000.00
Kinney	3,598	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Kleberg	32,061	0.36%	0.7	0.53%	\$21,091.00	\$21,091.00
Knox	3,719	0.04%	0	0.00%	\$1,000.00	\$1,000.00
La Salle	6,886	0.08%	0.3	0.23%	\$7,314.00	\$7,314.00
Lamar	49,793	0.56%	1.9	1.45%	\$47,005.00	\$47,005.00
Lamb	13,977	0.16%	0.1	0.08%	\$5,477.00	\$5,477.00
Lampasas	19,677	0.22%	0.4	0.31%	\$12,447.00	\$12,447.00
Lavaca	19,263	0.22%	0.5	0.38%	\$14,168.00	\$14,168.00
Lee	16,612	0.19%	0.1	0.08%	\$6,161.00	\$6,161.00
Leon	16,801	0.19%	0.1	0.08%	\$6,210.00	\$6,210.00
Liberty	75,643	0.85%	1.7	1.30%	\$50,025.00	\$50,025.00
Limestone	23,384	0.26%	0.9	0.69%	\$22,732.00	\$22,732.00
Lipscomb	3,302	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Live Oak	11,531	0.13%	0	0.00%	\$2,991.00	\$2,991.00
Llano	19,301	0.22%	0	0.00%	\$5,006.00	\$5,006.00
Loving	82	0.00%	0	0.00%	\$1,000.00	\$1,000.00

Lubbock	278,831	3.13%	3	2.29%	\$127,877.00	\$127,877.00
Lynn	5,915	0.07%	0	0.00%	\$1,534.00	\$1,534.00
Madison	13,664	0.15%	0.8	0.61%	\$18,359.00	\$18,359.00
Marion	10,546	0.12%	0.1	0.08%	\$4,578.00	\$4,578.00
Martin	4,799	0.05%	0	0.00%	\$1,245.00	\$1,245.00
Mason	4,012	0.05%	0	0.00%	\$1,041.00	\$1,041.00
Matagorda	36,702	0.41%	1.1	0.84%	\$29,890.00	\$29,890.00
Maverick	54,258	0.61%	0	0.00%	\$13,916.00	\$13,916.00
McCulloch	8,283	0.09%	0	0.00%	\$2,148.00	\$2,148.00
McLennan	234,906	2.64%	3.7	2.82%	\$123,055.00	\$123,055.00
McMullen	707	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Medina	46,006	0.52%	0.7	0.53%	\$24,896.00	\$24,896.00
Menard	2,242	0.03%	0	0.00%	\$1,000.00	\$1,000.00
Midland	136,872	1.54%	1	0.76%	\$54,020.00	\$54,020.00
Milam	24,757	0.28%	0.4	0.31%	\$13,829.00	\$13,829.00
Mills	4,936	0.06%	0	0.00%	\$1,280.00	\$1,280.00
Mitchell	9,403	0.11%	0	0.00%	\$2,439.00	\$2,439.00
Montague	19,719	0.22%	0.8	0.61%	\$19,929.00	\$19,929.00
Moore	21,904	0.25%	0.3	0.23%	\$11,237.00	\$11,237.00
Morris	12,934	0.15%	0.2	0.15%	\$7,058.00	\$7,058.00
Motley	1,210	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Nacogdoches	64,524	0.72%	1.7	1.30%	\$47,223.00	\$47,223.00
Navarro	47,735	0.54%	0.6	0.46%	\$23,492.00	\$23,492.00
Newton	14,445	0.16%	0.2	0.15%	\$7,450.00	\$7,450.00
Nolan	15,216	0.17%	0.2	0.15%	\$7,627.00	\$7,627.00
Ochiltree	10,223	0.11%	0	0.00%	\$2,652.00	\$2,652.00
Oldham	2,052	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Orange	81,837	0.92%	0.7	0.53%	\$33,702.00	\$33,702.00
Palo Pinto	28,111	0.32%	0.9	0.69%	\$23,696.00	\$23,696.00
Panola	23,796	0.27%	0.2	0.15%	\$9,834.00	\$9,834.00
Parker	116,927	1.31%	0.6	0.46%	\$41,439.00	\$41,439.00
Parmer	10,269	0.12%	0	0.00%	\$2,664.00	\$2,664.00
Pecos	15,507	0.17%	0.5	0.38%	\$13,281.00	\$13,281.00
Polk	45,413	0.51%	1.6	1.22%	\$41,409.00	\$41,409.00
Potter	121,073	1.36%	1.6	1.22%	\$61,033.00	\$61,033.00
Presidio	7,818	0.09%	0	0.00%	\$2,028.00	\$2,028.00
Rains	10,914	0.12%	0.6	0.46%	\$13,942.00	\$13,942.00
Randall	120,725	1.36%	1.6	1.22%	\$60,943.00	\$60,943.00
Reagan	3,367	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Real	3,309	0.04%	0.1	0.08%	\$2,710.00	\$2,710.00
Red River	12,860	0.14%	0.5	0.38%	\$12,595.00	\$12,595.00
Reeves	13,783	0.15%	0.1	0.08%	\$5,427.00	\$5,427.00
Refugio	7,383	0.08%	0	0.00%	\$1,915.00	\$1,915.00
Roberts	929	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Robertson	16,622	0.19%	0.7	0.53%	\$17,126.00	\$17,126.00
Rockwall	78,337	0.88%	0.3	0.23%	\$25,525.00	\$25,525.00
Runnels	10,501	0.12%	0	0.00%	\$2,724.00	\$2,724.00
Rusk	53,330	0.60%	2	1.53%	\$49,652.00	\$49,652.00

Sabine	10,834	0.12%	0.4	0.31%	\$10,217.00	\$10,217.00
San Augustine	8,865	0.10%	1	0.76%	\$20,543.00	\$20,543.00
San Jacinto	26,384	0.30%	1.1	0.84%	\$26,850.00	\$26,850.00
San Patricio	64,804	0.73%	0.3	0.23%	\$22,116.00	\$22,116.00
San Saba	6,131	0.07%	0.7	0.53%	\$14,553.00	\$14,553.00
Schleicher	3,461	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Scurry	16,921	0.19%	0.2	0.15%	\$8,066.00	\$8,066.00
Shackelford	3,378	0.04%	0	0.00%	\$1,000.00	\$1,000.00
Shelby	25,448	0.29%	0.9	0.69%	\$23,013.00	\$23,013.00
Sherman	3,034	0.03%	0.1	0.08%	\$2,639.00	\$2,639.00
Smith	209,714	2.35%	3.8	2.90%	\$118,746.00	\$118,746.00
Somervell	8,490	0.10%	0	0.00%	\$2,202.00	\$2,202.00
Starr	60,968	0.68%	1.5	1.14%	\$42,790.00	\$42,790.00
Stephens	9,630	0.11%	0	0.00%	\$2,498.00	\$2,498.00
Sterling	1,143	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Stonewall	1,490	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Sutton	4,128	0.05%	0.2	0.15%	\$4,774.00	\$4,774.00
Swisher	7,854	0.09%	0.2	0.15%	\$5,741.00	\$5,741.00
Taylor	131,506	1.48%	1.1	0.84%	\$54,480.00	\$54,480.00
Terrell	984	0.01%	0	0.00%	\$1,000.00	\$1,000.00
Terry	12,651	0.14%	0.1	0.08%	\$5,133.00	\$5,133.00
Throckmorton	1,641	0.02%	0	0.00%	\$1,000.00	\$1,000.00
Titus	32,334	0.36%	0.1	0.08%	\$10,180.00	\$10,180.00
Tom Green	110,224	1.24%	0.2	0.15%	\$32,293.00	\$32,293.00
Trinity	14,585	0.16%	0	0.00%	\$3,772.00	\$3,772.00
Tyler	21,766	0.24%	0.5	0.38%	\$14,905.00	\$14,905.00
Upshur	39,309	0.44%	0.9	0.69%	\$26,561.00	\$26,561.00
Upton	3,355	0.04%	0.1	0.08%	\$2,722.00	\$2,722.00
Uvalde	26,405	0.30%	0.4	0.31%	\$14,256.00	\$14,256.00
Val Verde	48,879	0.55%	0.4	0.31%	\$20,085.00	\$20,085.00
Van Zandt	52,579	0.59%	0.7	0.53%	\$26,601.00	\$26,601.00
Victoria	86,793	0.97%	2.4	1.83%	\$65,032.00	\$65,032.00
Walker	67,861	0.76%	0.2	0.15%	\$21,305.00	\$21,305.00
Waller	43,205	0.49%	0.9	0.69%	\$27,873.00	\$27,873.00
Ward	10,658	0.12%	0.1	0.08%	\$4,616.00	\$4,616.00
Washington	33,718	0.38%	0.2	0.15%	\$12,449.00	\$12,449.00
Webb	250,304	2.81%	1.2	0.92%	\$83,551.00	\$83,551.00
Wharton	41,280	0.46%	1.6	1.22%	\$40,337.00	\$40,337.00
Wheeler	5,410	0.06%	0.1	0.08%	\$3,255.00	\$3,255.00
Wichita	131,500	1.48%	1.7	1.30%	\$63,910.00	\$63,910.00
Wilbarger	13,535	0.15%	0.5	0.38%	\$12,770.00	\$12,770.00
Willacy	22,134	0.25%	1.6	1.22%	\$35,371.00	\$35,371.00
Wilson	42,918	0.48%	0	0.00%	\$11,132.00	\$11,132.00
Winkler	7,110	0.08%	0	0.00%	\$1,844.00	\$1,844.00
Wise	59,127	0.66%	0.5	0.38%	\$24,595.00	\$24,595.00
Wood	41,964	0.47%	0.3	0.23%	\$16,321.00	\$16,321.00
Yoakum	7,879	0.09%	0	0.00%	\$2,044.00	\$2,044.00
Young	18,550	0.21%	0.2	0.15%	\$8,515.00	\$8,515.00

Zapata	14,018	0.16%	0.1	0.08%	\$5,488.00	\$5,488.00
Zavala	11,677	0.13%	0	0.00%	\$3,029.00	\$3,029.00