

TEXAS A&M *AgriLife* EXTENSION

The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL

NAME: Megan ParrTITLE: County Extension Agent - 4-HCOUNTY: EllisMONTH May 2019

Date	Scope and description of official travel	Miles Traveled	No. and Amount	
			Meals	Lodging
05/01	TAE4-HA Spring meetings, Brownwood	380		27.00
05/02	TAE4-HA/PDC meeting, Hillsboro	74		
05/03	ECYE Banquet, Expo Center	13		
05/04	District 8 4-H Roundup, Riesel	194		
05/07	District 8 Spring Meeting, Stephenville	165		
05/8	Ag Texas Scholarship Dinner, Grandbury	178		
05/13	Path to the Plate/Ag Awareness Day supply pick up-Gatesville, Stephenville	378		
05/18	Mike Edwards Memorial Archery Tournament, Italy	49		
05/20	Ag Day Prep/Supply pick up	112		
05/29	Summer Program Planning, Stephenville	165		
Total		1708		27.00

Other expenses in field (list)

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

for the month shown. Date 05/29/2019 Signed: Megan Pau

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
May 2019

Selected major activities since last report**Miles traveled: 1708**

- 05/01-TAE4-HA Spring Board Meetings, Brownwood
 - Agent currently serves as Past President for the state
- 05/02-District 8 TAE4-HA & Professional Development Committee meeting, Hillsboro
 - Agent attended to learn more about robotics and STEM programs. The agent also serves on the PDC for the district. This meeting focused on logistics for past and upcoming contests.
- 05/03-ECYE Banquet
 - Agent serves as the Ambassador Advisor and oversaw these students during the banquet. The agent assisted with the planning and hosting of this banquet
- 05/04-District 8 4-H Roundup
 - Ellis County had 6 students participate in this speaking & performing arts contest.
 - 1 Intermediate Educational Presentation, 2 Senior Educational Presentations, 1 Senior Public Speaker, 1 Intermediate Musical, 1 Senior Musical (1 student advanced to state in Senior Health Educational Presentation)
- 05/06-County Council/ALA
 - 23 students and 7 adults were in attendance for the council and ala meetings. New Officers were elected and the outgoing seniors were recognized.
- 05/07-District 8 Spring Meeting
 - Agent attended the meeting in Stephenville and received the Excellence in Extension Programming award for Team Work (Wildlife Camp in McLennan County)
- 05/08-Ag Texas Scholarship Dinner
 - Agent had 1 student receive an AG Texas Scholarship
- 05/09-LAB Meeting, Program at Pettigrew Academy
 - Agent met with advisory board
 - Presented program at Pettigrew Academy in Waxahachie (17 students, 3 adults)
- 05/14-Program at Pettigrew Academy, TCFF
 - Agent presented program at Pettigrew Academy in Waxahachie (17 students, 3 adults)
 - Extension staff hosted the Texas Community Futures Forum
- 05/15-ECYE Show Committee meeting
 - Elected new board members
 - Voted to not continue the Ambassador program or ECYE Banquet
- 05/18-Mike Edwards Memorial Archery Tournament
 - Shooting Sports club hosted archery tournament to raise funds for scholarship fund. 41 students and adults attended and shot in tournament
- 05/21-WISD Path to Plate Ag Awareness Day
 - 700 students, 40 educators attended AG Day
 - Partners were: Waxahachie FFA, Texas Farm Bureau-Ellis County, Tarrant Regional Water District
- 05/29-Met with 4-H Specialist to plan summer programs.

Educational Contacts**Educational Programming:**

Programs 6
Participants.....1400

Educational Contacts:

Site Visits 4-H.....2
Telephone.....1135
Office Visits.....82
E-Mail.....1556
Newsletter/Letters.....480
Faxes.....5

Media Outreach:

News Releases.....1 (TV Story on A Day in the Ring-aired in DFW & LBK)
Website hits.....359
Social Media Contacts..... 39 posts on FB, 1814 follows (12, 694post reach), 21 on Instagram (340 follows)

Major plans for next month

- ✓ Annual Leave
- ✓ County Recordbook Judging
- ✓ Southeast District 8 County Camp meeting
- ✓ District 8 4-H Council Interviews
- ✓ Texas 4-H Roundup
- ✓ District 8 4-H Horse Show
- ✓ Tri County Youth Ag Tour
- ✓ State lamb, goat, and swine validation
- ✓ SURGE
- ✓ LAB meeting
- ✓ Banquet Planning meeting

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

County: Ellis
Date: 05/29/2019

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 900

Selected major activities since last report

May 2019

- 5/4 District 8 4-H Roundup, Agent Assisted 4-H members, parents, leaders in preparing for Roundup
- 5/6 Winter Grain Field Day, **30 attendees, 2 TDA CEU's offered.** Producer evaluated wheat, oat and barley varieties for local adaptation and production. TAMU Small Grain breeder and specialists Russell Sutton and Dr. Clark Neely on hand.
- 5/7 District 8 Agent In-Service Training, Stephenville.
- 5/9 Leadership Advisory Board meeting with **7 members present.** Program highlights, county budget, program expansion and promotion and TCFF issue identification were discussed.
- 5/9,10 District 8 Ag Agent In-Service Training at Noble Foundation. Beef, Forage and Horticulture educational topics.
- 5/14 Master Gardener Monthly Meeting and Training. **50 present.** Regular business meeting and continuing education on "Use of Bulbs in the Landscape for Reduced water Use."
- Texas Community Futures Forum meeting. **14 area citizens attended** face to face meeting to discuss on-line, previously gathered and new issues facing Ellis County.
- 5/15 Ellis County Youth Expo Show Committee meeting. **35 Ag Science Teachers** and volunteers met to discuss plans, needs and changes for 2020 show to be held March 29-April 4, 2020.
- 5/21 Assisted 4-H and FCH agents and volunteers in conducting Youth Ag Awareness Day for WISD 4th and 5th graders. **Over 700 youth** were exposed to Path to Plate and related Food and Fiber Production topics.
- Beef Project Workshop with **17 4-H Beef Project members,** parents and leaders. Hoof care, internal and external parasite control and feeds and feeding topics covered.
- 5/23 Meeting and Farm Service Agency County Committee to discuss current farming conditions.
- Meeting and Master Gardener Board of Directors to discuss MG business and educational programming. Producer Pasture, Sire Selection Consultation. Italy area Beef project selection with **2 Ellis County 4-H families.**
- 5/28 Conducted monthly TDA Private Applicator Training for **2 area producers** wishing to become Licensed Private Applicators through TDA.
- Meeting with NRCS, FSA, Extension personnel and Representative County Commissioners to discuss Rural-Urban Drainage issues, Farming Practices and Producer Contact Options.
- Home, Farm, Ranch Office visits as needed and requested, phone, email consultations as needed.

Educational Programming

Programs	14
Participants	750+

Educational Contacts

Site Visits 4-H	12
Site Visits Ag	7
Telephone	582
MG/MN Telephone	84
Office Visits	114
E-Mails	423
Newsletter/Letters	648
E-Gardening Newsletters	1605

Media Outreach:

Website hits	503
News Releases	3
Facebook posts	3
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

Major plans for next month

6-3	-Mesquite Brush Control Result Demonstration Establishment, Avalon
6-6	-Kachina Prairie Water Education Program, Ennis
6-11	-Master Gardener Meeting/Training/Tour of Water Recycling Facility, Fort Worth
6-17, 18	-State Steer and Heifer Validation, Various Locations
6-19	-B.I.G. Blackland Income Growth Planning Meeting, Waco
6-22	-Master Gardener/Farmers Market Grill Fest, Waxahachie
6-24	-TDA Private Applicator Training, Waxahachie
6-25	-Summer Crops Tour
6-26	-Brush Control Producers Tour, Stephenville

Mark Arnold**Name****County Extension Agent – Ag/Natural Resources****Title****Ellis****County****6/5/19****Date**

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

NAME: Mark Arnold

TITLE: County Extension Agent –
Ag/Natural Resources

COUNTY: Ellis

MONTH: May 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
5/1	Waxahachie Area-Producer Consultation	38		
5/2	Midlothian Area-4-H Beef Project Visit	27		
5/4	Waxahachie-Riesel-Return-D8 4-H Roundup	153		
5/6	Bardwell Area-Wheat Field Day	21		
5/7	Waxahachie-Stephenville-Return-Agent In-Service	232		
5/9	Waxahachie-Ardmore-Agent In-Service	126		
5/10	Ardmore-Waxahachie-Agent In-Service	131		
5/14	Waxahachie Area-Master Gardener Meeting/TCFF Meeting	6		
5/15	Waxahachie Area-ECYE Show Meeting	12		
5/21	Waxahachie Area-Ag Awareness Day/Beef Project Workshop	15		
5/23	Waxahachie Area-Italy Area-FSA Meeting/Master Gardener Board Meeting/Producer Visit/Beef Project Selection	127		
5/28	Waxahachie Area- TDA Training/ FSA, NRCS, Extension Commissioner Meeting	12		
		900		

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: 6/5/19 Signed:

Mark Arnold

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

NAME: Liz Espie

TITLE: County Extension Agent –
Family & Community Health

COUNTY: Ellis

MONTH: May 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
5/2	Program Development Committee (Hillsboro)	69.6		
5/2	Fall/Balance Class (Waxahachie Senior Center)	9		
5/9	Impact Ennis Meeting (Ennis)	38.6		
5/9	Fall/Balance Class (Waxahachie Senior Center)	9		
5/16	Fall/Balance Class (Waxahachie Senior Center)	9		
5/23	Fall/Balance Class (Waxahachie Senior Center)	9		
5/28	Senior Center Programming Meeting (Midlothian Senior Center)	30		
	Total Miles	174.2		

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: 6/3/2019 Signed:

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**Miles traveled: 119.6****Major activities since last report****May 2019**

- 5/2 Program Development Committee Meeting (Hillsboro)- Met with Ag/NR, 4-H, and FCH agents to discuss 4-H programs and contests.
- 5/2 Fall Prevention/Balance for Life (Waxahachie Senior Center)- Master Wellness Volunteer led class, focusing on an introduction to the series and basic fall prevention. **10 present**
- 5/2 Ellis County Youth Expo Creative Arts Meeting (Extension Office)-Met with superintendents for creative arts contest, committee discussed contest rules and changes for 2020 contest. **4 present**
- 5/7 District 8 Spring Training (Stephenville)- Attended training for all D8 agents; topics included Emergency Management Updates, Plan Reporting Updates, and 4-H management tips.
- 5/7 City of Waxahachie Health Fair (Waxahachie)- Master Wellness Volunteers presented booth on Sugar Shockers in Drinks at Health Fair. Distributed handouts on sugar content and guidelines for hydration. **250 present**
- 5/9 Leadership Advisory Board Meeting (Extension Office)- Meeting with Advisory Board; gave FCH updates and informed board about new BLT position. **7 present**
- 5/9 Impact Ennis Meeting (Ennis)-Attended meeting for Impact Ennis Board, meeting focused on upcoming events and tobacco/drug legislation in Texas.
- 5/9 Fall Prevention/Balance for Life (Waxahachie Senior Center)- Master Wellness Volunteer led class, focusing on internal risk factors. **15 present**
- 5/14 Texas Community Futures Forum(Extension Office)-Participated in issue identification. Lead discussion for Family and Community Health related issues.
- 5/16 Fall Prevention/Balance for Life (Waxahachie Senior Center)- Master Wellness Volunteer led class, focusing on benefits of exercise. **13 present**
- 5/21 Ag Awareness Day (Waxahachie) -Presented Health booth at Ag Awareness Day, students learned about health and agriculture connection and made smoothies with blender bicycle. **700 youth participated**
- 5/22 Lighthouse for Learning Meeting (Extension Office)-Met with Melissa Cobb about programming opportunities
- 5/23 Fall Prevention/Balance for Life (Waxahachie Senior Center)- Master Wellness Volunteer led class, focusing on benefits of exercise. **17 present**
- 5/28 Master Wellness Volunteer Meeting (Extension Office)-

Educational Programming

Programs 6

Participants

Educational Contacts

Telephone 36

Office Visits 6

E-Mails 82

Newsletter/Letters 0

Media Outreach:

Website hits 189

News Releases

Facebook posts

Major plans for next month

6/4, 6/11, 6/18, 6/25
6/10-6/14
6/19-6/21
6/27
6/28-6/30

Cooking with Friends at Senior Center
Texas 4-H Roundup
District 8 SURGE Camp
Ellis County Record Book Judging
Southeast District 8 County Camp

Liz Espie

Name

County Extension Agent – Family& Community Health

Title

Ellis

County

5/3/19

Date



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



JOHN BRIDGES, RTA, CTA, CSTA

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: john.bridges@co.ellis.tx.us
Website: www.elliscountytax.com

June 7th 2019

Request for Approval of June 18, 2019
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Waxahachie TC Partners LTD. ✓	138045	✓\$91,535.93

Total Refunds: \$91,535.93

Rachel Conte Chief Deputy
Tax Office

RECEIVED
JUN 17 2019
ELLIS COUNTY
AUDITOR

FILED

JUN 10 2019

COUNTY CLERK
ELLIS COUNTY, TEXAS

CAUSE NO. 1711373CR

THE STATE OF TEXAS

VS.

CHELSEA RAE CASON

§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. TWO OF

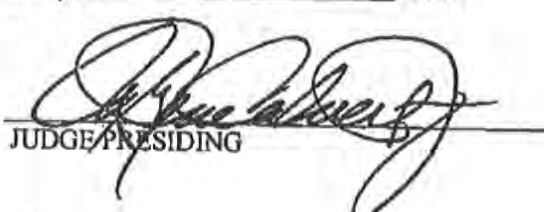
ELLIS COUNTY, TEXAS

AGREED ORDER ON MOTION TO CORRECT COSTS

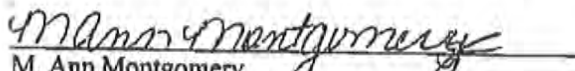
On this day, counsel for Defendant, Chad Hughes, and counsel for the State, M. Ann Montgomery, announced to the Court that an agreement had been reached, as evidenced by their signatures below, on Defendant's Motion to Correct Costs. The Defendant's Motion is hereby **GRANTED**. The Judgment is corrected to remove \$90.00 in fees assessed under § 118.131 of the Local Government Code and the Defendant is to be refunded those fees assessed.

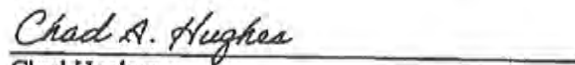
IT IS THEREFORE ORDERED, ADJUDGED, DECREED, and AGREED that \$90.00 be refunded back to Defendant, Chelsea Rae Cason.

SIGNED this June 10, 2019.


JUDGE PRESIDING

APPROVED AS TO FORM AND CONTENT:


M. Ann Montgomery
TBC#23034586


Chad Hughes
TBC#24082019

FILED

JUN 10 2019

COUNTY CLERK
ELLIS COUNTY, TEXAS

CAUSE NO. 1710159CR

THE STATE OF TEXAS

VS.

DAVID RICHARD MANNING

§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. TWO OF

ELLIS COUNTY, TEXAS

AGREED ORDER ON MOTION TO CORRECT COSTS

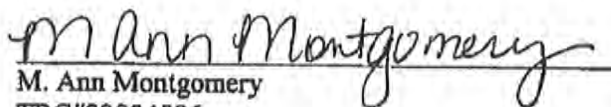
On this day, counsel for Defendant, Chad Hughes, and counsel for the State, M. Ann Montgomery, announced to the Court that an agreement had been reached, as evidenced by their signatures below, on Defendant's Motion to Correct Costs. The Defendant's Motion is hereby **GRANTED**. The Judgment is corrected to remove \$630.00 in fees assessed under § 118.131 of the Local Government Code and the Defendant is to be refunded those fees assessed.

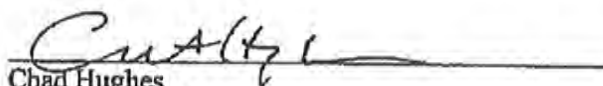
IT IS THEREFORE ORDERED, ADJUDGED, DECREED, and AGREED that \$630.00 be refunded back to Defendant, David Richard Manning.

SIGNED this June 10, 2019.


JUDGE PRESIDING

APPROVED AS TO FORM AND CONTENT:


M. Ann Montgomery
TBC#23034586


Chad Hughes
TBC#24082019



UNITED STATES LIABILITY INSURANCE CO.
WAYNE, PA 19087

60-295-313

To UNITED STATES LIABILITY INSURANCE COMPANY
PAYABLE ONLY THROUGH M&T BANK

VOID AFTER 90 DAYS FROM DATE ISSUED

272362

UPON ACCEPTANCE PAY
TO THE ORDER OF

ELLIS COUNTY TREASURER

06/06/2019

\$*****2,500.00

***** TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS *****

OFFICE OF THE COUNTY JUDGE C/O ERIC TEST

LAST NAME OF ASSURED

ADDRESS 109 S. JACKSON
WAXAHACHIE, TX 75165

ELLIS COUNTY HISPANIC ORGANIZA

POLICY 1-CL1931419

AGENCY CODE G3795

DATE OF LOSS 05/04/2019 K135674

AUTHORIZED SIGNATURE

⑈ 272362 ⑈ ⑆031302955⑆ 9850903718⑈

CLAIMS	LOSS DATE	ASSURED_LAST_NAME	MEMO
--------	-----------	-------------------	------

K135674	05/04/2019	ELLIS COUNTY HISPANIC ORGANIZAT	
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We Will NOT accept
FOR DEPOSIT ONLY
Endorsements.
This draft WILL NOT be
Honored unless endorsed by
ALL individual payees.

RECEIVED
JUN 10 2019
COUNTY JUDGE

OFFICE OF THE COUNTY JUDGE C/O ERIC TEST
109 S. JACKSON
WAXAHACHIE, TX 75165

6/5/2019

011621

VENDOR ID

VENDOR NAME

ACCOUNT NUMBER

ELLIS2

Ellis County

DATE

INVOICE NO.

DESCRIPTION

AMOUNT

5/31/2019

2019 TTAYLOR

CMRC Reimbursement

\$573.54



\$573.54

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

TEXAS ASSOCIATION OF COUNTIES
CONTROLLED DISBURSEMENTP.O. BOX 2131
AUSTIN, TX 78768
(512) 478-8753

FROST BANK

30-9/1140

11621

DATE

6/5/2019

AMOUNT

\$573.54

PAY

Five Hundred Seventy Three Dollars and 54 Cents

TO THE
ORDER
OF:

Ellis County

101 W Main St
Waxahachie TX 75165-0405

VOID AFTER 180 DAYS

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

⑈011621⑈ ⑆114000093⑆

591674390⑈



Ellis County

101 W Main St
Waxahachie TX 75165-0405RECEIVED
JUN 10 2019
COUNTY JUDGE

RECEIVED

JUN 06 2019

ELLIS COUNTY
AUDITOR

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

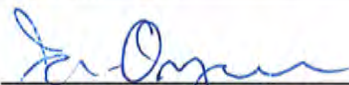
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508550	Voting Equipment	(\$15,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508010	Supplies	\$15,000.00



Signature of Department Head

6-5-19

Date Signed

Elections

Department

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

County Judge

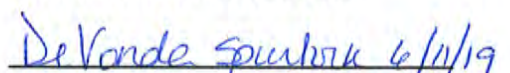
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

 6/11/19

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

JUN 10 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-409640	Contracting Election	(\$5,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508230	Legal Notices	\$1,550.00
001-0210-508050	Conference	\$400.00
001-0210-506950	FICA	\$600.00
001-0210-507030	Telephone	\$1,000.00
001-0210-509420	Election Expenses	\$1,450.00


Signature of Department Head

6/8/19
Date Signed

Elections
Department

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

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spaullock 6/11/19



CERTIFICATION OF ADDITIONAL REVENUE

Ellis County Auditors Department

DATE: 6/11/19

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

Contracting Elections 001-0210-409640 \$5,000.00

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed

Miykael Reeve, CGFO
County Auditor

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

JUN 12 2019
ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-407190	Chapter 19 Funding	(\$1,936.60)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expenses	\$1,936.60


Signature of Department Head

6-10-2019
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 _____, 2018/2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spanish 6/13/19



CERTIFICATION OF ADDITIONAL REVENUE

Ellis County Auditors Department

DATE: 6/13/19

The undersigned hereby certify to the commissioners court the receipt of revenue from a new source of revenue not anticipated before the adoption of the budget and not included in the budget for the fiscal year.

Additional Revenue Received

Chapter 19 State Funding 001-0210-407190 \$1,936.60

The Exemption is being claimed by Ellis County, Texas, as a Governmental Organization in accordance with Texas Local Government Code Chapter 111.0108.

Failure to comply with this local government code results in an offense Sec. 111.012 Penalty. An offense under this section is a misdemeanor punishable by a fine of not less than \$100 or more than \$1,000, confinement in the county jail for not less than one month or more than one year, or by both fine and confinement.

The undersigned hereby certifies that she is the County Auditor of the Ellis County, Texas.

Signed


Miykael Reeve, CGFO
County Auditor

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT**

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

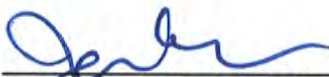
TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-407190	Chapter 19 Funding	(\$643.42)

RECEIVED
JUN 04 2019
ELLIS COUNTY
AUDITOR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expenses	\$643.42


Signature of Department Head

6-3-19
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 _____, 2018/2019

County Judge

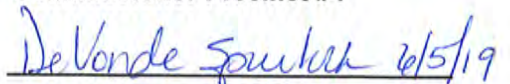
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:


DeVonde Spaulster 6/5/19

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

RECEIVED

JUN 06 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509090	FM1- Repairs/Parts	\$5,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509060	FM1- Culverts	\$5,000.00

 6/5/19
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 _____, 2019/2020

County Judge

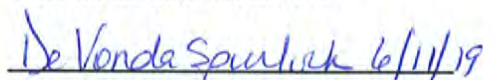
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

 6/11/19

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

RECEIVED

JUN 06 2019

ELLIS COUNTY
AUDITOR

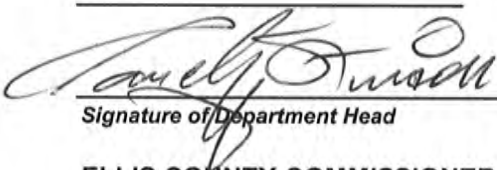
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019/2020 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-509150	RB1- Asphalt	\$25,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
003-0601-509110	RB1-Gravel	\$25,000.00


Signature of Department Head

6/5/19
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 _____, 2019/2020

County Judge

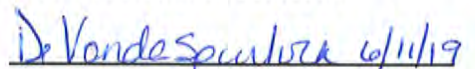
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:


De Vonde Spaulster 6/11/19

ELLIS COUNTY BUDGET
2019/2020 LINE ITEM ADJUSTMENT

RECEIVED
JUN 03 2019
ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-508070	FM1-Gen Misc	\$2,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509070	FM1- Tires	\$2,000.00



Signature of Department Head

5-29-19
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 _____, 2019/2020

County Judge

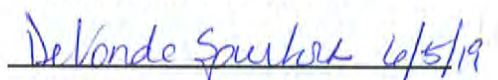
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:


DeVonde Spivey 6/5/19

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM BUDGET ADJUSTMENT

RECEIVED

JUN 07 2019

ELLIS COUNTY
AUDITOR

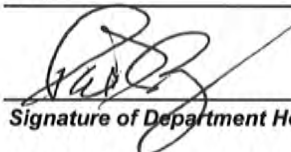
I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-505580	FM3 Contingincies	\$60,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
011-0704-508020	FM3 Purchase Equipment	\$60,000.00


Signature of Department Head

Date Signed

6/6/2019

Road & Bridge #3
Department

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

APPROVED THIS ____ DAY OF _____, 2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

JUN 10 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-508020	Equipment	900
019-0919-506010	Travel Expense	1,100

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
019-0919-507990	Copier	2,000

Carla Cates

Signature of Department Head

6-7-2019

Date Signed

Law Library

Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spaulink 6/11/19

ELLIS COUNTY BUDGET
~~2016/2017~~ LINE ITEM ADJUSTMENT
 2018/2019

RECEIVED
 MAY 30 2019
 ELLIS COUNTY
 AUDITOR

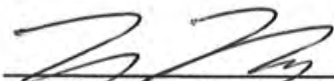
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2016/2017 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50808 ~~10~~	Supplies	(500.00)
001-0612-508080	Auto Gas/oil	(2,000.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
~~Computers~~	<del> </del>	<del> </del>
001-0612-508190	Computers	265.00
001-0612-508020	Equipment	2,235.00


 Signature of Department Head

5/28/19
 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:

DeVonde Spurlink 4/5/19

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED
RECEIVED
JUN 21 2019
JUN 19 2019
AUDITOR
ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-508010	Supplies	\$500.00
001-0050-508090	Auto Repairs	\$500.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-508050	Conference	\$1,000.00

W. M. Aul

Signature of Department Head

Date Signed

6/10/2019

Ag Extension Office

Department

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

APPROVED THIS _____ DAY OF _____, 2018/2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spaulnick 6/13/19

**ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT**

RECEIVED
JUN 12 2019
ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
042-0942-303020	Fund Balance	\$ 15,606.90

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508110	Fleet Purchase	\$ 15,606.90



Signature of Department Head

June 11, 2019

Date Signed

042 / Sheriff Fed Drug Forfeiture

Department

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

APPROVED THIS _____ DAY OF _____, 2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spaulden 6/13/19

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

JUN 12 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.

ACCOUNT TITLE

AMOUNT

001-0015-508880

Computer Services

\$

2,587.93

TRANSFER TO:

ACCOUNT NO.

ACCOUNT TITLE

AMOUNT

001-0015-508570

Peipheral Expenditures

\$

2,587.93


Signature of Department Head

June 12, 2019
Date Signed

015 / Jail
Department

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

APPROVED THIS _____ DAY OF _____, 2019

County Judge

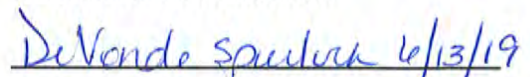
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:


DeVonde Spaulden 6/13/19

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508890	Transport Expense	\$ 3,000.00
001-0010-508240	Collision Repair	\$ 2,777.50
001-0010-508650	Pre-Empl Screening	\$ 828.83

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508100	Auto Tires	\$ 3,000.00
001-0010-508070	Gen Misc	\$ 2,777.50
001-0010-508470	Promotional & Printing	\$ 246.83
001-0010-508840	Auto Ins	\$ 582.00


Signature of Department Head

June 12, 2019
Date Signed

010 / SO
Department

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

APPROVED THIS _____ DAY OF _____, 2019

County Judge

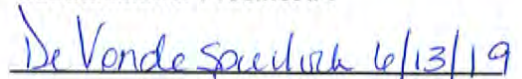
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:


De Vonde Spaulink 6/13/19

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

JUN 03 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508240	Collision Repair	\$ 1,128.97

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508110	Fleet Purchase	\$ 1,128.97



Signature of Department Head

May 30, 2019

Date Signed

010 / SO

Department

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

APPROVED THIS _____ DAY OF _____, 2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spaulden 6/5/19

17-18 Budget Vehicles

Approved \$74,204.00

Original for 2 Ford Interceptors - unable to get and was replaced with 2 Chevy Tahoes
Interceptors PO included upfit - Chevy Tahoes had upfit added

PO #SO03235 was for
2 Chevy Tahoes - \$65,306.88

Invoice ELLIS CO 1/2, 2/2
dated 10/29/2018 for \$32,653.44 each

Upfit for 2 Tahoes - \$12,136.40
\$77,443.28

Invoice CAPQ43470
dated 12/14/2018 for \$12,136.40

Difference owed between \$77,443.28 and \$74,204.00 is \$3,239.28

handled
by Auditor

18-19 Budget Vehicles

Approved \$320,000.00

PO #SO03263 was for
5 Chevy Tahoes - \$162,692.20

Invoice ELLIS CO 1/5, 2/5, 3/5, 4/5, 5/5
dated 10/29/2018 for \$32,538.44 each

PO #SO03271 \$85,751.61

No invoice yet

PO #19-000010
Cabinets for 5 Tahoes - \$7,708.28
\$256,152.09

Invoice 39148
dated 2/22/2019 for \$7,708.28

PO #19-000005

2 Chevy Tahoes - \$ 64,976.88
\$ 64,976.88

Invoice ELLIS-CH 1/2, 2/2
dated 12/29/2018 for \$32,488.44 each

Total 7 Chevy Tahoes - \$321,128.97

Difference owed between \$321,128.97 and \$320,000.00 is \$1,128.97

ELLIS COUNTY BUDGET
2018/2019 LINE ITEM ADJUSTMENT

RECEIVED

MAY 30 2019

ELLIS COUNTY
AUDITOR

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

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-303020	16/17 Fund carryover	1020.69
001-000-303020	17/18 Fund carryover	969.47

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0360-508200	LEASE	1990.16

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 _____, 2018/2019

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

DeVonde Spauluck 6/5/19



DEPARTMENT OF DEVELOPMENT
Ellis County

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

CONSENT AGENDA ITEM SP-1

Ellis County Commissioners' Court
June 18, 2019



SHORT TITLE:

Simplified Plat – Taqwa Trust Addition
Parcel ID – 179380

LEGAL CAPTION:

Consider & act upon a simplified plat of Taqwa Trust Addition. The property contains ± 6.00 acres of land in the J. Boren Survey, Abstract No. 36 located at the northwest corner of State Highway 34 and FM 985, Ennis, Road & Bridge Precinct No. 2.



APPLICANT:

Bashir A Shaikh



PURPOSE:

The applicant is requesting to subdivide a portion of this property into one (1) lot. The remaining 32 acres are not included as a part of this subdivision as they are over ten (10) acres.



HISTORY:

No subdivision history exists for this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

The currently-adopted Thoroughfare Plan classifies State Highway 34 as an existing principle arterial road with proposed 100-130 feet of right-of-way. Archived deed records (Volume 339/557, Page 543/328) indicate a right-of-way of 180 feet already exists. No additional dedication is required for this plat.

Water Provider:

The City of Bardwell will be the future provider for this site. The applicant secured a utility easement (Instrument No. 1900971) from his adjacent neighbor bordering the north side of his property (Parcel ID No. 179413 – Meier) that will extend the Bardwell waterline to this site. Construction is currently underway for the waterline along with the installation of water meters.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

Staff recommends **approval** of this request as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

A handwritten signature in black ink, reading "Alberto Mares".

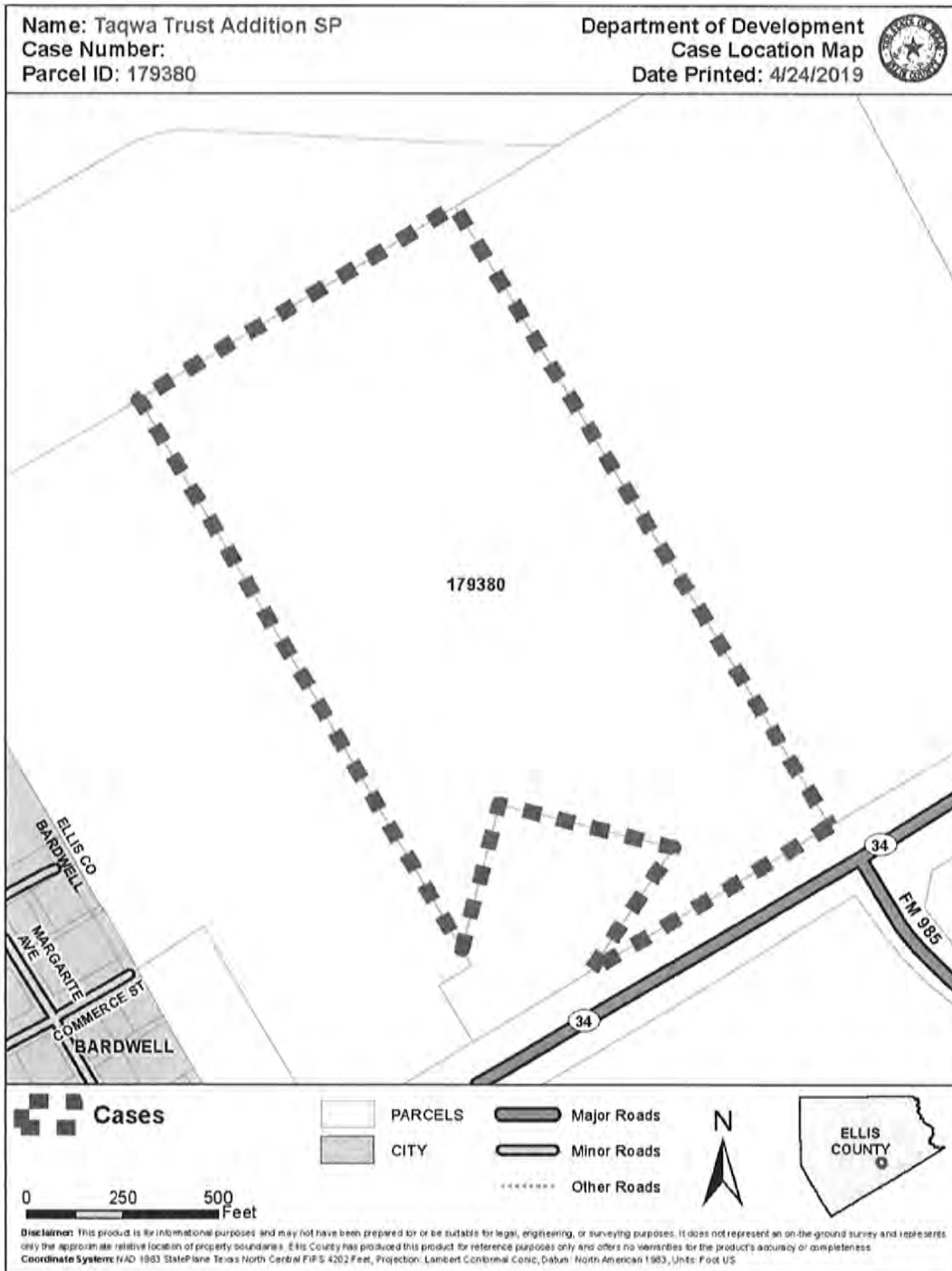
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – LOCATION MAP



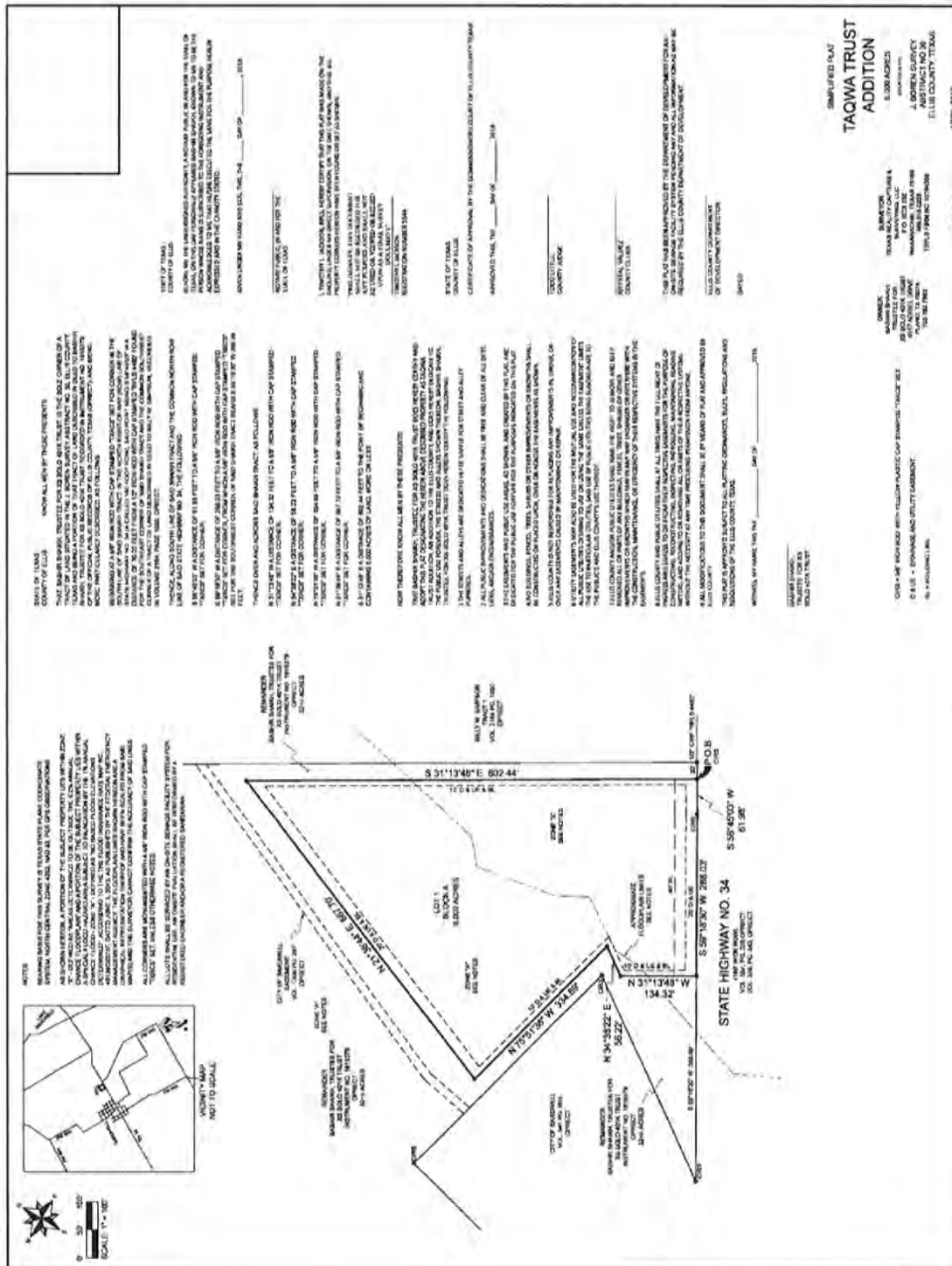
4669959 32 272250 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 4/24/2019 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOT Case Location.mxd



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2 – PLAT



SIMPLIFIED PLAT
TAQWA TRUST
ADDITION
5.000 ACRES
SECTION 34, T2S, R10E, E11S
ELLIS COUNTY, TEXAS
APRIL 2019

OWNER: TAQWA TRUST
PREPARED BY: J. DODD
DATE: 4/18/19
REVISIONS: 1.0
APPROVED BY: J. DODD
DATE: 4/18/19



DEPARTMENT OF DEVELOPMENT
Ellis County

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

CONSENT AGENDA ITEM SP-2

Ellis County Commissioners' Court
June 18, 2019



SHORT TITLE:

Simplified Plat – Barron Brothers Estates Simplified Plat
Parcel ID – 178656

LEGAL CAPTION:

Consider & act upon a simplified plat of Barron Brothers Estates.
The property contains ± 4.647 acres of land in the R. De la Peña Survey, Abstract No. 3, located on Hampel Road east of Interstate Highway 45 (IH-45), Palmer, Road & Bridge Precinct No. 1.



APPLICANT:

Louis Barron



PURPOSE:

The applicant is requesting to plat ± 4.647 acres of property into four (4) lots for future residential use.



HISTORY:

No subdivision history exists for this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan: N/A for the proposed platted part of this parcel. A proposed new principal arterial road (per the adopted 2007 plan) bisects the southernmost part of the parcel, however, does not affect the proposed Barron Brothers Estates Plat.

Water Provider:

Rockett SUD confirmed via Hydraulic Analysis that they currently have a 6" line along Hampel Road that can support the creation of the four (4) proposed lots for residential use.

Engineering Review:

Engineering has reviewed this plat, and there are no outstanding comments on this request.



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Plat



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

Staff recommends approval of this request, as presented.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

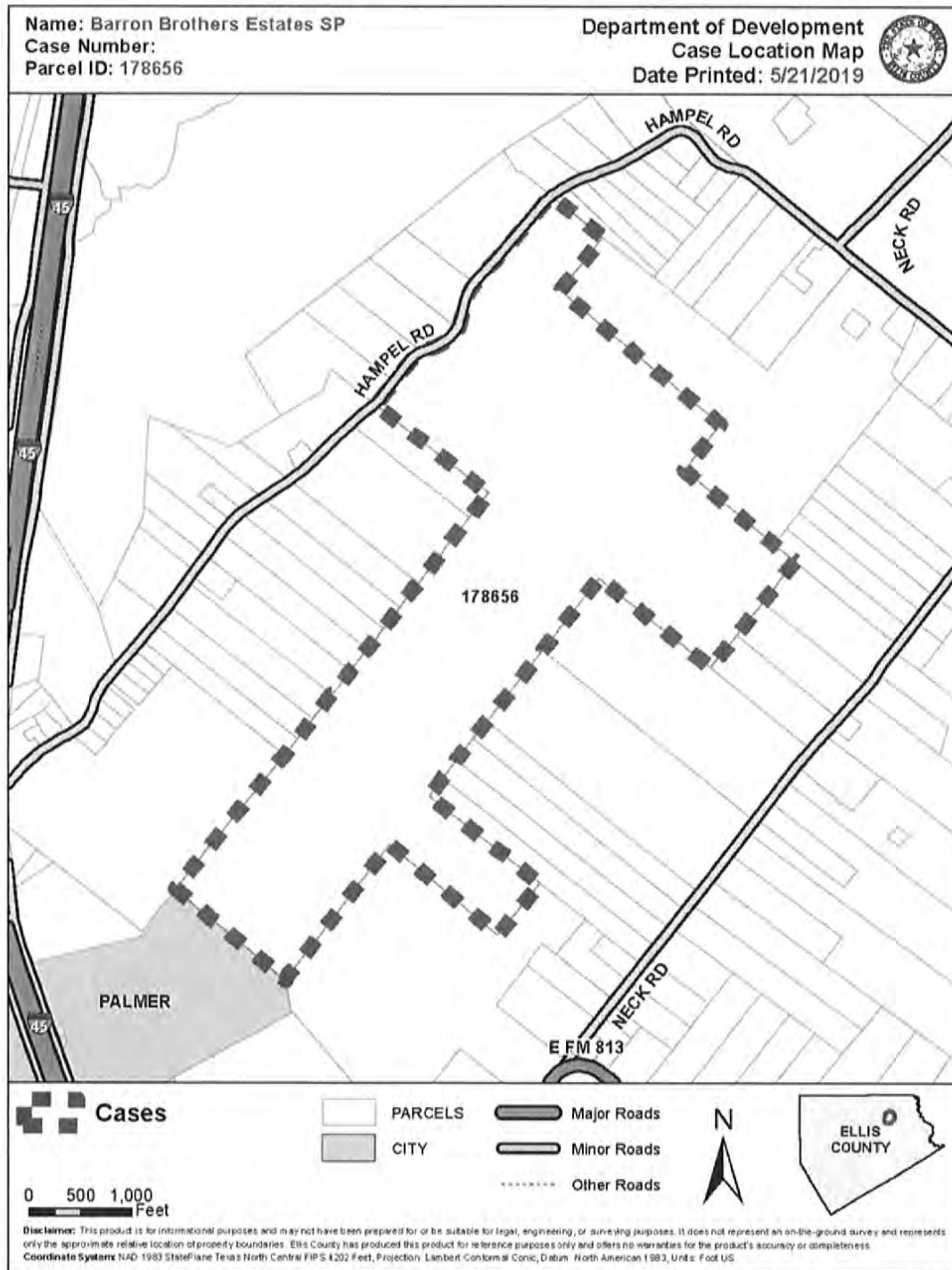
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – LOCATION MAP





AGENDA ITEM NO. 1.1

Ellis County Commissioners' Court
June 18, 2019



SHORT TITLE:

Replat of Fleming Corner Lot 1R & 2R Block A, a Replat of Lot 1 in Block A, Fleming Corner Parcel ID No. 192684

LEGAL CAPTION:

Consider and act upon a request to replat of Fleming Corner Lot 1R & 2R Block A, a replat of Lot 1 in Block A, Fleming Corner to subdivide the property into two (2) lots for residential use. The property contains a total of $\pm$ 10.69 acres of land, located on the northwest corner of Pierce Road and Pratt Road, in the extraterritorial jurisdiction (ETJ) of Red Oak, Road & Bridge Precinct No. 1.



APPLICANT:

Juan Bedolla, on behalf of Darren & Kerry Fleming



PURPOSE:

The applicant is requesting the replat to create an additional lot for residential use.



HISTORY:

The Commissioners' Court approved the Fleming Corner Simplified Plat on June 14, 2010.



OTHER RELEVANT INFORMATION:

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on May 17, 2019, and the Waxahachie Daily Light on May 26, May 29, June 9.

To date, the department staff has not had any inquiries. All legal notification requirements have been met.

Thoroughfare Plan: n/a

Water Provider: Rockett SUD

Waterline Size: 6-inch line along Pratt Rd will provide service to this lot.



ATTACHMENTS:

1. Location Map
2. Plat
3. Newspaper Notice



DEPARTMENT OF DEVELOPMENT
Ellis County

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



RECOMMENDATION:

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

A handwritten signature in black ink, reading "Alberto Mares".

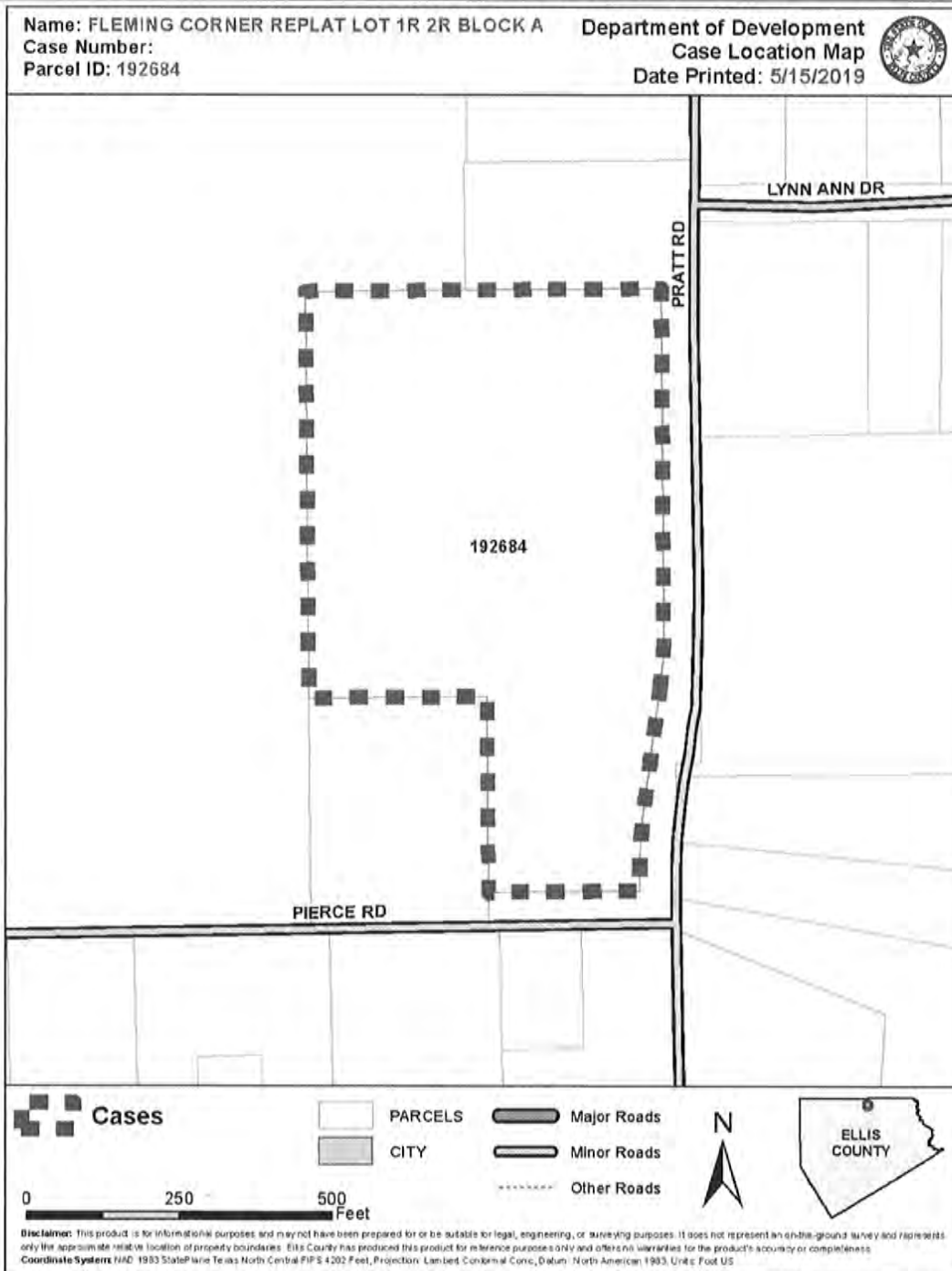
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – Location Map



06/755079 32 518100 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 5/15/2019 © 2015 MapTemplate\Ellis County Layouts\11_DOD\CO_Case_Location.mxd

ATTACHMENT NO. 2 - Plat

[illegible]



DEPARTMENT OF DEVELOPMENT
Ellis County

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

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

TO Be Published 3 Times
in the Waxahachie Daily
Light on Sunday, May 26,
Wednesday, May 29, and
Sunday, June 9, 2019:

The Ellis County Commissioners' Court will consider and act upon an application for a replat of **Fleming Corner Lot 1R & 2R Block A, a Replat of Lot 1 in Block A, Fleming Corner** to subdivide the property into two (2) lots for residential use. The property contains a total of $\pm$ 10.69 acres of land, located on the northwest corner of Pierce Road and Pratt Road, in the Extra Territorial Jurisdiction (ETJ) of Red Oak, Road & Bridge Precinct No. 1. The replat will be presented before the Commissioners' Court on Tuesday, **June 18, 2019 at 2:00 PM** on the second floor of the historic Ellis County Courthouse, 101 West Main Street, Waxahachie, TX. 75165. Please direct any questions to the Department of Development at 972-825-5200.



DEPARTMENT OF DEVELOPMENT
Ellis County

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

AGENDA ITEM 1.2

Ellis County Commissioners' Court

June 18, 2019



SHORT TITLE:

Preliminary plat - Shearin Acres, Phase II.
Parcel ID - 184680

LEGAL CAPTION:

Consider & act upon a preliminary plat of Shearin Acres, Phase II. The property contains ± 10.492 acres of land in the E.D. Harrison Survey, Abstract No. 429 located between John Davis Drive and Derrs Chapel Road ± 675 feet east of Interstate Highway 35 (IH-35), in the ETJ of the City of Italy, Road & Bridge Precinct No. 3.



APPLICANT:

Paul Shearin



PURPOSE:

The applicant is requesting to subdivide this property into four (4) residential lots. Separate preliminary and final plats are needed as the applicant filed for a simplified plat on three (3) lots adjacent to John Davis Drive in late 2017. Regulations dating back to at least 2010 state that a simplified plat can only be applied for once within ten (10) years on the residual property from the original plat.



HISTORY:

The Commissioners' Court approved a simplified plat for three (3) lots along John Davis Road at its meeting on January 22, 2018.

The Commissioners' Court approved a variance to the fire hydrant requirements for this property at its meeting on June 5, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This property is not adjacent to any designated thoroughfares on the County's adopted Master Thoroughfare Plan.

Water Provider:

South Ellis County Water Corporation provides service to this site. Based on their hydraulic analysis, the existing infrastructure can furnish the requested service for water distribution with a 3½-inch line off John Davis and a 6-inch line off Derrs Chapel (see Attachment No. 3 for additional information).



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Preliminary plat
3. Hydraulic Analysis & Water Endorsement



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



APPROVED AND PRESENTED BY:

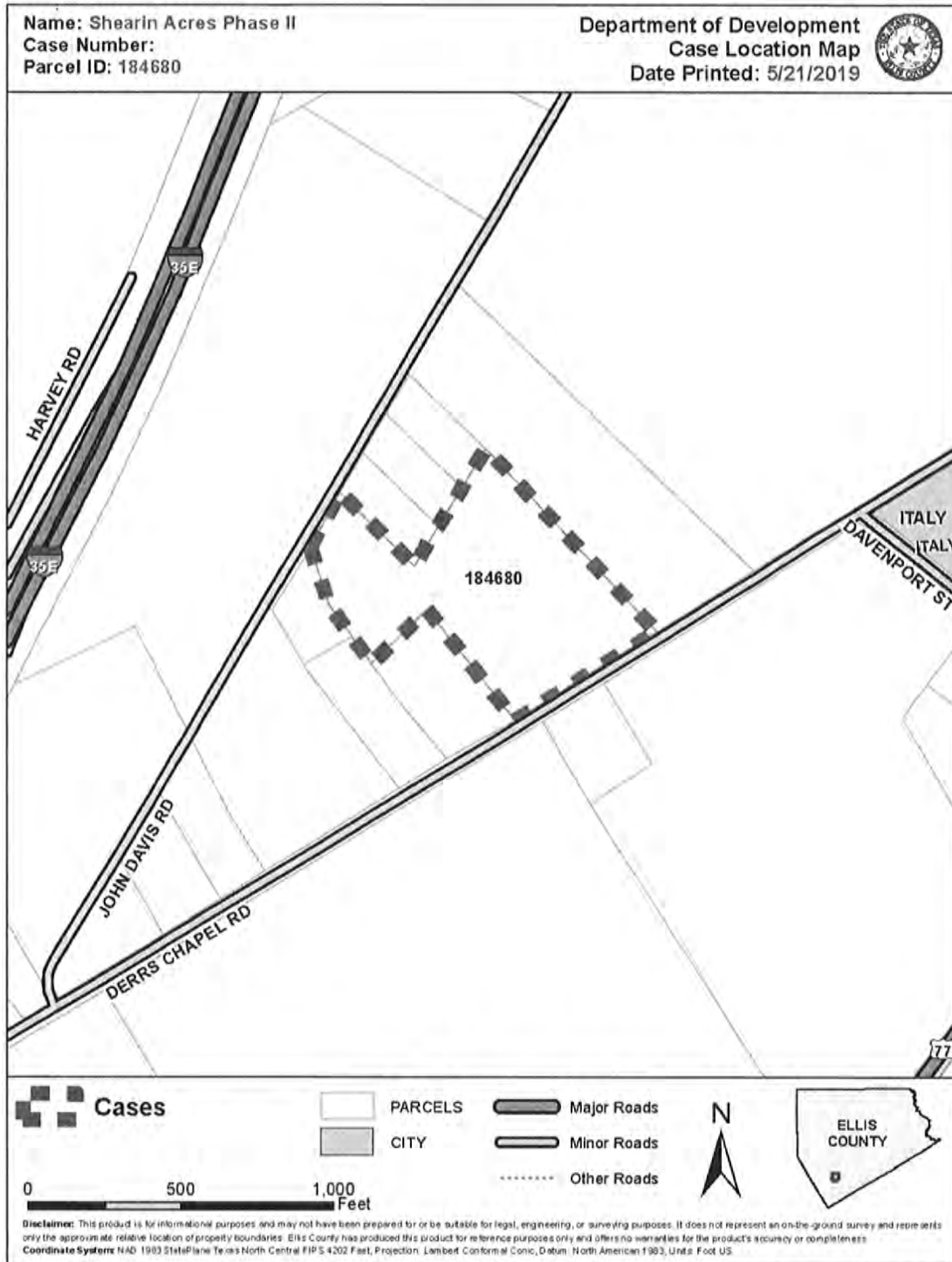
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

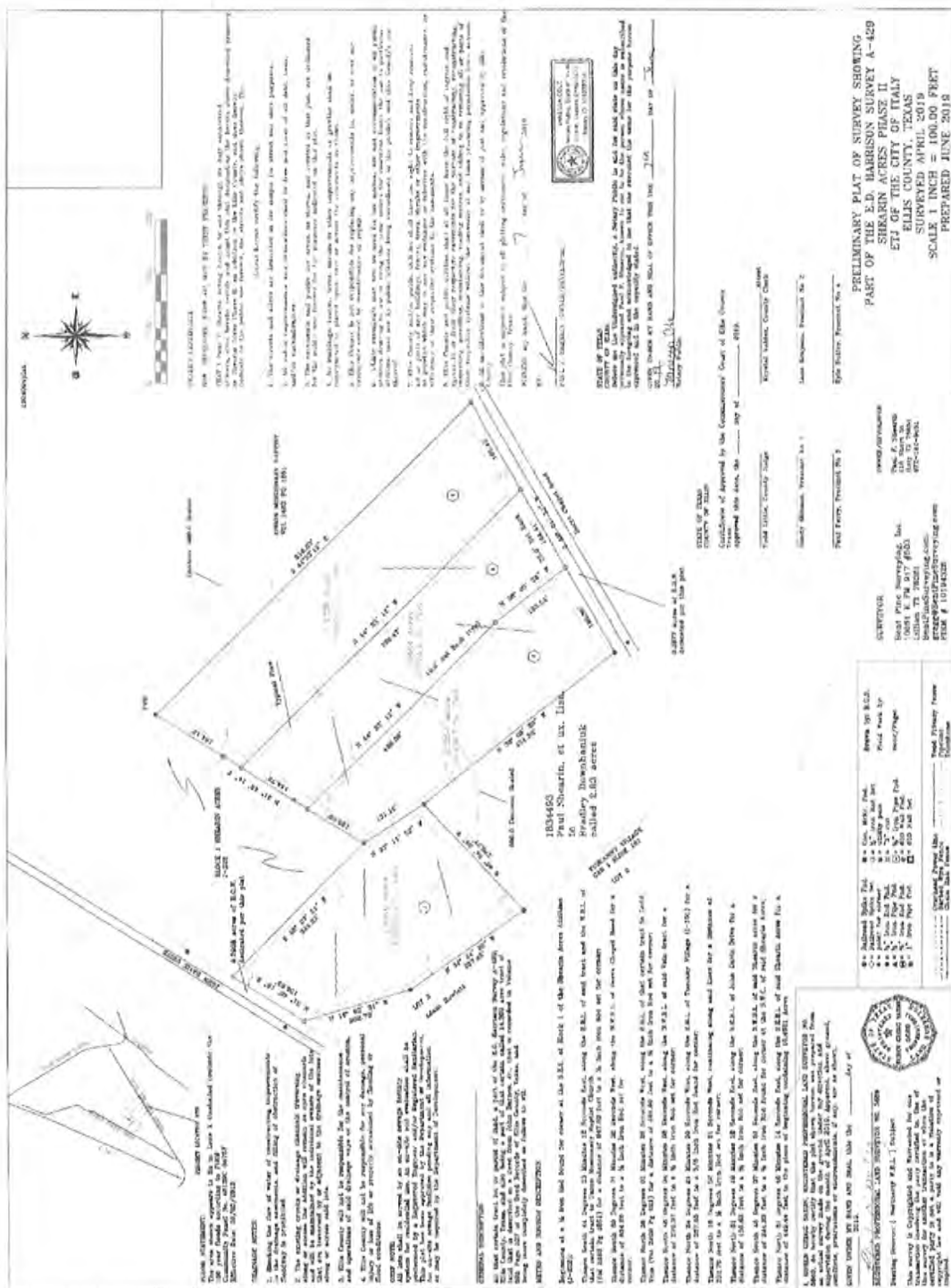
✉: dod@co.ellis.tx.us
☎: 972-825-5200
🌐: co.ellis.tx.us/dod

ATTACHMENT NO. 1



-36.901960 32.161114 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 5/21/2019 G:\GIS\MapTemplates\Ellis County Layouts\11 DOD\000 Case Location.mxd

ATTACHMENT NO. 2





DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 3

South Ellis County Water Corporation

Serving South Ellis County and Part of Navarro County
For Your Water Needs

PO Box 348, 109 Main Street
Italy, TX 76651
(972) 483-6885

BOARD OF DIRECTORS

David Seay, President; Dwain King, Vice-President;
Terry Adams, Secretary/Treasurer; Directors, Tommy Morrison and Myron Major

May 7, 2019

Paul Shearin
115 Short St
Italy, TX 76651

Re: 490 Derrs Chapel and John Davis Rd, Italy, TX 76651

Dear Mr. Shearin,

We have received the Hydraulic Analysis from our engineer at Childress Engineers for the above-mentioned property located in SECWSC's water service area. The analysis indicates that at this time the existing system can furnish the requested service in conformity with Texas Commission on Environmental Quality standards for water distribution. This letter is referencing (1) 5/8" meter off of the 3 1/2" main along John Davis Rd., and (2) 5/8" meters off the 6" main along Derrs Chapel Rd. The connection off John Davis will be a long side service requiring a road bore.

Please be advised that this hydraulic analysis is good for thirty (30) days from the date of this letter.

Costs associated with this Application and Agreement for Service will include the following:

Per Service Connection:

5/8" Meter Equity Buy-In Fee	\$3,550.00
5/8" Meter Membership Fee	\$150.00
5/8" Meter Installation Fee	\$800.00
Customer Service Investigation	<u>\$100.00</u>

Total \$4,600.00

Road Bore - John Davis Connection (approx. cost)	\$1,000.00
--	------------

Page 1 of 2



DEPARTMENT OF DEVELOPMENT
Ellis County

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

South Ellis County Water Corporation

Serving South Ellis County and Part of Navarro County
For Your Water Needs

Service will be provided within (10) days after the following documents are provided along with payment.

- Service Application and Agreement (completed/signed – pending Board approval)
- Recorded Warranty Deed to property (On file @ SECW)
- Signed and notarized Easement (On file @ SECW)
- Signed Customer Service Inspection & Cross-Connection Control Service Agreement

If you have questions, please do not hesitate to call (972) 483-6885.

Sincerely,

Michele Riddle
General Manager
South Ellis County WSC



DEPARTMENT OF DEVELOPMENT
Ellis County

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

109 South Jackson Street
Waxahachie, TX 75165

Main Phone:
972-825-5200

RECEIVED
SOUTH ELLIS COUNTY WSC
APR 25 2019



See W

Department Website:

www.co.ellis.tx.us/dod

Department Email:

dod@co.ellis.tx.us

WATER UTILITY PROVIDER'S ENDORSEMENT

Ellis County requires new lots in subdivisions to have adequate water flow and pressure to comply with Texas Commission on Environmental Quality (TCEQ) and the latest Insurance Service Office (ISO) guidelines. Subdivisions served by water providers will need to ensure they can provide water flow/pressure per TCEQ and fire flow per the latest ISO guidelines.

Applicants, please submit this form to your water provider for completion. This completed form must be turned in at the time you submit your plat application packet. If this letter is not submitted, it will be considered an incomplete application.

PROPERTY INFORMATION

Site Address/General Location: 4200 Derris Chapel City/State: Italy TX ZIP: 76657
Legal Description: 4209 E. D. Harrison
Proposed Use of plat or development: Residential Acres: 14.3100 Lots: 3

APPLICANT/OWNER INFORMATION

Applicant/Agent Name: Paul Sherrin Company Name: _____
Mailing Address: 115 Street A City/State: Italy TX ZIP: 76657
Main Phone: 972-313-9181 Email: Paul.Sherrin@yachar.com
214-213-3887

TO BE COMPLETED BY THE WATER UTILITY PROVIDER

	YES	NO
1. I have reviewed a copy of the proposed plat/development.	☒	☐
2. The proposed plat/development falls within our CCN area.	☒	☐
3. Our water system can provide water flow and pressure for domestic service, per the latest adopted TCEQ regulations and requirements.	☒	☐
4. Our water system can provide the water flow and necessary minimum pressure for firefighting purposes, per established County regulations and ISO guidelines.	☐	☒
5. The waterline size service the proposed plat/development is currently listed as _____ inches and located along <u>16" Derris Chapel Rd and 3 1/2" John Davis Rd</u> Rd/Dr/Ln/St/Blvd, etc.	☒	☐
6. Are there plans to upsize or increase the existing water line mention in Question No. 5?	☐	☒

Michelle Riddle
Print Name of General Manager of Water Provider or Designee

South Ellis County WSC
Name of Water Provider Company

Michelle Riddle
Signature of General Manager of Water Provider or Designee

May 7, 2019
Date

CONTACT INFORMATION

Buena Vista-Bethel SUD 972-937-1212
Carroll Water Company 972-617-0817
Files Valley 254-689-2331
Hill Co. Coop. 800-338-6425

Mountain Peak SUD 972-775-3765
Nash Foreston WSC 972-483-3039
Rockett SUD 972-617-3524
Sardis Lone Elm WSC 972-775-8566
South Ellis County 972-483-6685
South Garrett Water 972-875-5893



DEPARTMENT OF DEVELOPMENT
Ellis County

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

AGENDA ITEM 1.3

Ellis County Commissioners' Court
June 18, 2019



SHORT TITLE:

Final plat - Shearin Acres, Phase II.
Parcel ID - 184680

LEGAL CAPTION:

Consider & act upon a final plat of Shearin Acres, Phase II. The property contains ± 10.492 acres of land in the E.D. Harrison Survey, Abstract No. 429 located between John Davis Drive and Derrs Chapel Road ± 675 feet east of Interstate Highway 35 (IH-35), in the ETJ of the City of Italy, Road & Bridge Precinct No. 3.



APPLICANT:

Paul Shearin



PURPOSE:

The applicant is requesting to subdivide this property into four (4) residential lots. Separate preliminary and final plats are needed as the applicant filed for a simplified plat on three (3) lots adjacent to John Davis Drive in late 2017. Regulations dating back to at least 2010 state that a simplified plat can only be applied for once within ten (10) years on the residual property from the original plat.



HISTORY:

The Commissioners' Court approved a simplified plat for three (3) lots along John Davis Road at its meeting on January 22, 2018.

The Commissioners' Court approved a variance to the fire hydrant requirements for this property at its meeting on June 5, 2018.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

This property is not adjacent to any designated thoroughfares on the County's adopted Master Thoroughfare Plan.

Water Provider:

South Ellis County Water Corporation provides service to this site. Based on their hydraulic analysis, the existing infrastructure can furnish the requested service for water distribution with a 3½-inch line off John Davis and a 6-inch line off Derrs Chapel (see Attachment No. 3 for additional information).



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ANALYSIS:

The plat meets all the requirements outlined in the regulations.



ATTACHMENTS:

1. Location Map
2. Final plat
3. Hydraulic Analysis & Water Endorsement



RECOMMENDATION:

Staff recommends **approval** of this request, as presented.



APPROVED AND PRESENTED BY:

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

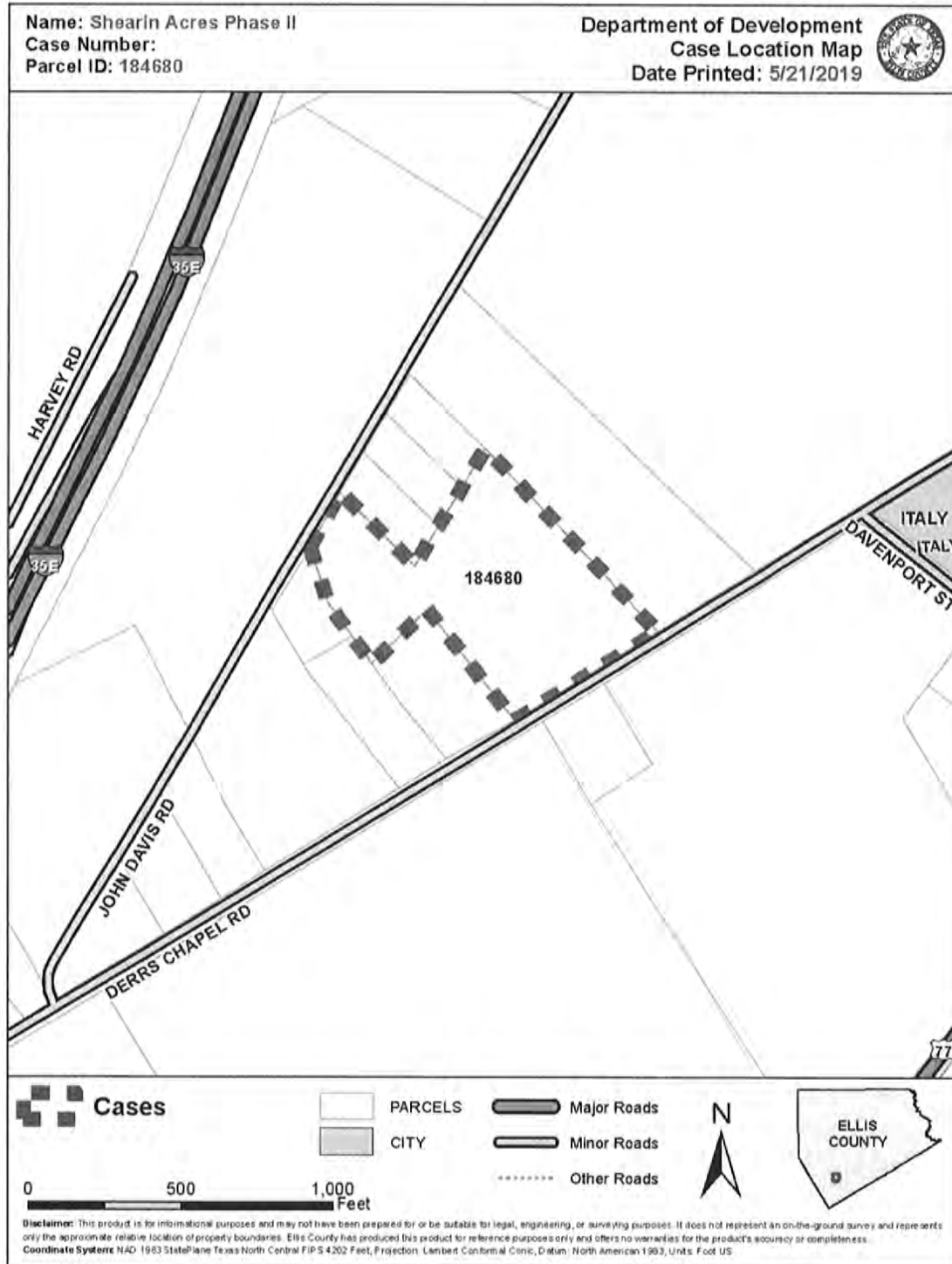
Alberto Mares, AICP, DR, CPM
Director of Planning & Development
Ellis County



DEPARTMENT OF DEVELOPMENT
Ellis County

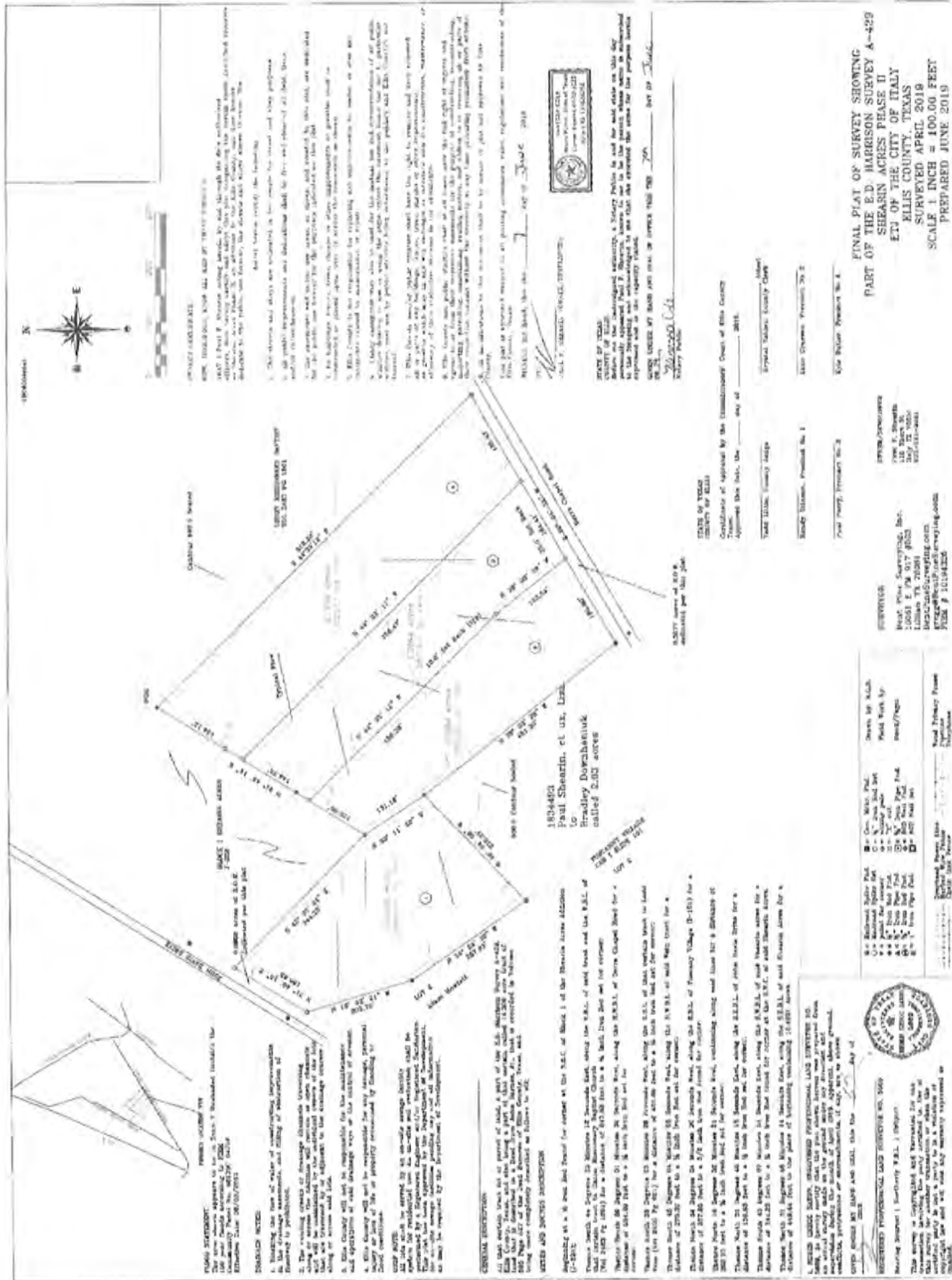
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ATTACHMENT NO. 1



\\96.901960.32.181114 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 5/21/2019 G:\GIS\MapTemplates\Ellis County Layouts\111 DOD\100 Case Location.mxd

ATTACHMENT NO. 2





DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
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ATTACHMENT NO. 3

South Ellis County Water Corporation

Serving South Ellis County and Part of Navarro County
For Your Water Needs

PO Box 348, 109 Main Street
Italy, TX 76651
(972) 483-6885

BOARD OF DIRECTORS

David Seay, President; Dwain King, Vice-President;
Terry Adams, Secretary/Treasurer; Directors, Tommy Morrison and Myron Major

May 7, 2019

Paul Shearin
115 Short St
Italy, TX 76651

Re: 490 Derrs Chapel and John Davis Rd, Italy, TX 76651

Dear Mr. Shearin,

We have received the Hydraulic Analysis from our engineer at Childress Engineers for the above-mentioned property located in SECWSC's water service area. The analysis indicates that at this time the existing system can furnish the requested service in conformity with Texas Commission on Environmental Quality standards for water distribution. This letter is referencing (1) 5/8" meter off of the 3 1/2" main along John Davis Rd., and (2) 5/8" meters off the 6" main along Derrs Chapel Rd. The connection off John Davis will be a long side service requiring a road bore.

Please be advised that this hydraulic analysis is good for thirty (30) days from the date of this letter.

Costs associated with this Application and Agreement for Service will include the following:

Per Service Connection:

5/8" Meter Equity Buy-In Fee	\$3,550.00
5/8" Meter Membership Fee	\$150.00
5/8" Meter Installation Fee	\$800.00
Customer Service Investigation	<u>\$100.00</u>

Total \$4,600.00

Road Bore - John Davis Connection (approx. cost) \$1,000.00

Page 1 of 2



DEPARTMENT OF DEVELOPMENT
Ellis County

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

South Ellis County Water Corporation

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For Your Water Needs

Service will be provided within (10) days after the following documents are provided along with payment.

- Service Application and Agreement (completed/signed – pending Board approval)
- Recorded Warranty Deed to property (On file @ SECW)
- Signed and notarized Easement (On file @ SECW)
- Signed Customer Service Inspection & Cross-Connection Control Service Agreement

If you have questions, please do not hesitate to call (972) 483-6885.

Sincerely,

Michele Riddle
General Manager
South Ellis County WSC



DEPARTMENT OF DEVELOPMENT
Ellis County

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

109 South Jackson Street
Waxahachie, TX 75165
Main Phone:
972-825-5200

RECEIVED
SOUTH ELLIS COUNTY WATER
APR 25 2019



See W

Department Website:
www.co.ellis.tx.us/dod
Department Email:
dod@co.ellis.tx.us

WATER UTILITY PROVIDER'S ENDORSEMENT

Ellis County requires new lots in subdivisions to have adequate water flow and pressure to comply with Texas Commission on Environmental Quality (TCEQ) and the latest Insurance Service Office (ISO) guidelines. Subdivisions served by water providers will need to ensure they can provide water flow/pressure per TCEQ and fire flow per the latest ISO guidelines.

Applicants, please submit this form to your water provider for completion. This completed form must be turned in at the time you submit your plat application packet. If this letter is not submitted, it will be considered an incomplete application.

PROPERTY INFORMATION

Site Address/General Location: 4305 Scales Chapel City/State: Abilene TX ZIP: 76607
Legal Description: 429 E. D. Hampton
Proposed Use of plat or development: Resident Acres: 14.3000 Lots: 3

APPLICANT/OWNER INFORMATION

Applicant/Agent Name: Paul Strain Company Name: _____
Mailing Address: 115 Street A City/State: Abilene TX ZIP: 76607
Main Phone: 962-345-9181 Email: PaulStrain@qchar.com
214-213-3887

TO BE COMPLETED BY THE WATER UTILITY PROVIDER

	YES	NO
1. I have reviewed a copy of the proposed plat/development.	☒	☐
2. The proposed plat/development falls within our CCN area.	☒	☐
3. Our water system can provide water flow and pressure for domestic service, per the latest adopted TCEQ regulations and requirements.	☒	☐
4. Our water system can provide the water flow and necessary minimum pressure for firefighting purposes, per established County regulations and ISO guidelines.	☐	☒
5. The waterline size service the proposed plat/development is currently listed as _____ inches and located along <u>6" Derris Chapel Rd and 3 1/2" John Davis Rd</u> Rd/Dr/Ln/St/Blvd, etc.	☒	☐
6. Are there plans to upsize or increase the existing water line mention in Question No. 5?	☐	☒

Michele Riddle
Print Name of General Manager of Water Provider or Designee

South Ellis County WSC
Name of Water Provider Company

Michele Riddle
Signature of General Manager of Water Provider or Designee

May 7, 2019
Date

CONTACT INFORMATION

Buena Vista-Bethel SUD 972-937-1212
Carroll Water Company 972-617-0817
Files Valley 254-689-2331
Hill Co. Coop. 800-338-6425

Mountain Peak SUD 972-775-3765
Nash Foreston WSC 972-483-3039
Rockett SUD 972-617-3524
Sardis Lone Elm WSC 972-775-8566
South Ellis County 972-483-6685
South Garrett Water 972-875-5893



AGENDA ITEM NO. 1.4

Ellis County Commissioners' Court
June 18, 2019



SHORT TITLE:

Release Performance Bond and accept a Maintenance Bond for Pioneer Point, Phases III & IV.

LEGAL CAPTION:

Consider and act upon a request to release a performance bond via Letter of Credit No. 20318121 in the amount of Five Hundred Eighty Three Thousand Four Hundred and One Dollars and Sixty-One Cents (\$583,401.61) and accept a maintenance bond via Letter of Credit No. 20366565 in the amount of Two Hundred and Thirty Four Thousand, One Hundred and Sixty Dollars and Zero Cents (\$234,160.00) for Pioneer Point, Phases III & IV, issued by Interbank. The property is located on the north side of FM 66 ± 400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



APPLICANT(S):

Pioneer Point Farms, LLC



PURPOSE:

The applicant is requesting the County release the current performance bond and accept a maintenance bond for Pioneer Point, Phases III & IV.

The Commissioners' Court approved a final plat for this 57-lot subdivision at its meeting on January 8, 2019. The amount of the maintenance bond is \$234,160.00, which is 40% of the associated construction costs. The bond guarantees that the applicant shall maintain and repair all defects due to faulty workmanship or materials, which may develop during a period of twenty-four months (24) from May 24, 2019 the date of completion and final acceptance of said work until the expiration date of May 24, 2022 for all infrastructure built in Phases III & IV, including streets, roads, and drainage structures.



ANALYSIS:

The infrastructure constructed during Phase III & IV meets current County requirements.

RECOMMENDATION:

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

- 1) **Approve** this request to release Performance Bond Letter of Credit No. 20318121 issued by Interbank for Pioneer Point Subdivision Phase III & IV, in the amount of Five Hundred Eight Three Thousand Four Hundred and One Dollars & Sixty-One Cents (\$583,401.61) and accept the Maintenance Bond Letter of Credit No. 20366565 in the amount of Two Hundred and Thirty-Four Thousand One Hundred and Sixty Dollars and Zero Cents (\$234,160.00.)





DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Copy of Maintenance Bond
2. Draft Order



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:

A handwritten signature in black ink, reading "Alberto Mares".

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 1 – COPY OF MAINTENANCE BOND



**IRREVOCABLE LETTER OF CREDIT NO. 20313413 ISSUED AS REPLACEMENT FOR
IRREVOCABLE LETTER OF CREDIT NO. 20264540**

Beneficiary (ies):

County Judge of Ellis County, Texas or His/Her Successors in Office
109 S. Jackson St.
Waxahachie, TX 75165

Attention: Department of Development/ Maintenance Bond
Alberto Mares

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned, Pioneer Point Farms, LLC., as Principals and the InterBank, a Corporation existing under the laws of the State of Oklahoma and duly authorized and licensed to do business in the State of Texas, are held and firmly bound unto Ellis County Judge Carol Bush, or her successor(s), in the penal sum of **Two Hundred Fifty Nine Thousand Two Hundred Thirty Eight Dollars (\$259,238.00)**, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 26th day of July, 2018.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above names Principal(s) did on the 8th day of November, 2017, enter into a contract with Ellis County Judge Carol Bush or her successor(s) for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels in the subdivision, Pioneer Point, to the satisfaction of the Ellis County Department of Development.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Pioneer Point Farms, LLC., shall maintain and make good all defects appearing in the work performed by Pioneer Point Farms, LLC. Due to faulty workmanship or materials which may develop during the period of twenty four months (24) from July 31, 2018, the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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

Funds under this Irrevocable Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause:

1. Drawn under **Irrevocable Letter of Credit No. 20313413**.
2. The sight draft(s) must be accompanied by Beneficiary's signed statement that the Pioneer Point Farms, LLC. has failed to perform maintenance as required by the Ellis County Department of Development for the underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels in the subdivision, Pioneer Point.
3. The Original Letter of Credit, together with any amendments.

EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 12:00 A.M. Central Time on July 31, 2020. Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

300 N. Highway 77 · Waxahachie, TX 75165 · 972.935.5200 · www.interbank.com · MEMBER FDIC



DEPARTMENT OF DEVELOPMENT
Ellis County

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



Page 2

NON-TRANSFERRABLE. This Letter of Credit is not transferrable

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Irrevocable Letter of Credit is referred to or to which this Irrevocable Letter of

Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

**IRREVOCABLE LETTER OF CREDIT NO. 20313413 IS ISSUED AS A REPLACEMENT OF
IRREVOCABLE LETTER OF CREDIT NO. 20264540**

This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This letter of Credit is also governed by the laws of the State of Texas, except for as those laws conflict with the UCP

AUTHORIZED SIGNATURES:

INTERBANK,
Organized and existing under the laws of Oklahoma
300 N. Highway 77
Waxahachie, Tx. 75165

By: Jeff Frazier
Title: Executive Vice President



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 2

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 18th day of June 2019, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

☐ Judge Todd Little

COMMISSIONERS:

☐ Randy Stinson, Commissioner, Pct. 1
☐ Lane Grayson, Commissioner, Pct. 2

☐ Paul Perry, Commissioner, Pct. 3
☐ Kyle Butler, Commissioner, Pct. 4

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

**AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS
RELEASING PERFORMANCE BOND LETTER OF CREDIT NO. 20318121 IN
THE AMOUNT OF FIVE HUNDRED EIGHTY-THREE THOUSAND FOUR
HUNDRED AND ONE DOLLARS AND SIXTY-ONE CENTS
(\$583,401.61) AND ACCEPTING MAINTENANCE BOND LETTER OF CREDIT
NO. 20366565 ISSUED BY INTERBANK, IN THE AMOUNT OF TWO
HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED AND SIXTY
DOLLARS AND ZERO CENTS (\$234,160.00) FOR PIONEER POINT
SUBDIVISION PHASE III & IV, LOCATED IN THE EXTRATERRITORIAL
JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE
PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT
"A", PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY
CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE RELEASE
PERFORMANCE BOND LETTER OF CREDIT NO. 20318121, AND ACCEPT
PERFORMANCE BOND NO. 20366565 FOR PIONEER POINT SUBDIVISION
PHASE III & IV, AS PRESENTED.**

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on December 4, 2018, pursuant to Minute Order 489.18, hereinafter referred to as "Development Regulations"; and,

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

WHEREAS, "Development Regulations," Section VII (C) (3) states, "The two (2) year maintenance bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas,



DEPARTMENT OF DEVELOPMENT
Ellis County

: dod@co.ellis.tx.us
: 972-825-5200
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made payable to the County Judge of Ellis County, Texas or their successor in office, and shall be substituted for the performance bond at the time of the release of said performance bond”;

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

SECTION 1. ACCEPTANCE OF PERFORMANCE BOND

The Commissioners’ Court finds that the infrastructure constructed during Phase III & IV of the Pioneer Point Subdivision has been built in accordance the County’s current adopted Development Regulations & the Maintenance Bond Letter of Credit satisfies the criteria outlined in Section VII (B) of the adopted Development Regulations apply and hereby accept Maintenance Bond No. 20366565 issued by Interbank in the amount of Two Hundred Thirty Four Thousand One Hundred and Sixty Dollars and Zero Cents (\$234,160.00) for Pioneer Point Subdivision Phase III & IV, located in the ETJ of the City of Waxahachie, Road and Bridge Precinct No. 3.

SECTION 2. CONFLICTS.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS’ COURT OF ELLIS COUNTY, TEXAS ON THIS THE 18TH DAY OF JUNE 2019.

ATTEST:

Krystal Valdez, County Clerk

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

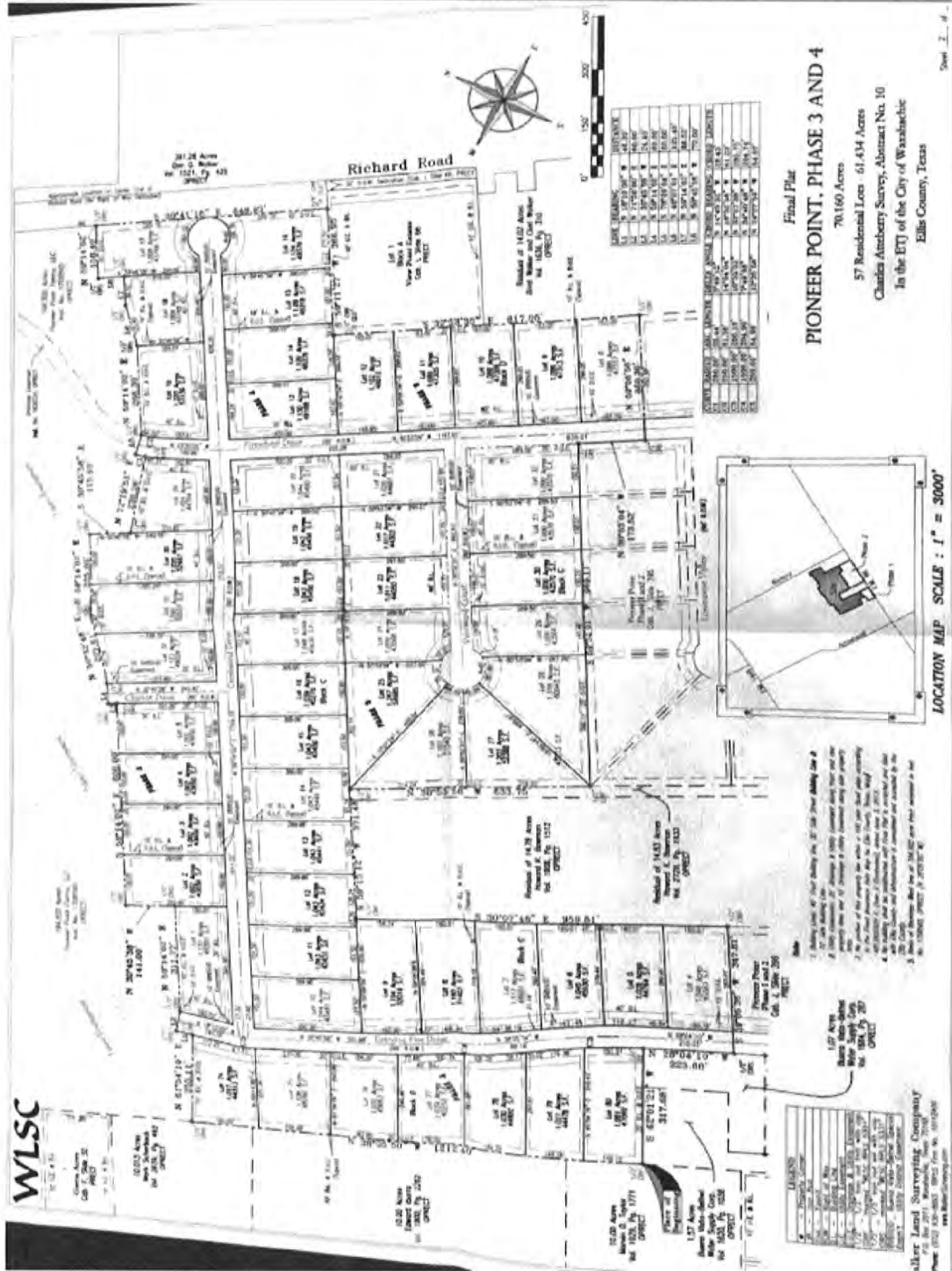
Commissioner Kyle Butler, Precinct No. 4



DEPARTMENT OF DEVELOPMENT
Ellis County

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

EXHIBIT A – FINAL PLAT





www.scott-merriman.com

scott-merriman@sbcglobal.net

Telephone 972-484-7113

Toll-Free 800-648-7022

Fax 972-484-8908

September 19, 2018

Ms. Jana Onyon
Ellis County Elections
204 E. Jefferson
Waxahachie TX 75165

Re: Proposal #00131512 for Premium Book Restoration

Dear Ms. Onyon

I am pleased to provide this proposal for our premium book restoration service, including de-acidification, restoration, encapsulation and installation of bound books into new binders for the Ellis County Elections Administrator office in Waxahachie, Texas.

Project Description

The Ellis County Elections administrator has 4 Election Record volumes that are in average condition. Addenda found throughout the books.

The County Elections Administrator wishes to have the pages in these volumes de-acidified in order to stabilize and preserve the pages. Both the paper and the ink used are constituted of materials that are acidic in nature. De-acidification involves a process of treating the sheet with a substance that permeates the paper and neutralizes the acid. Once the pages are treated, the de-acidification substance continues to prevent the paper and the ink on the page from becoming acidic. Each page will then be placed in an acid free, polyester archival sleeve. The sleeves protect the pages and help contain the de-acidification substance for an extended period. One edge of the sleeve is left open (the binding edge) to allow for some circulation of air to prevent moisture build-up. Encapsulated pages are then placed in new, loose page record binders having the correct lettering to identify the volumes.

Project Assumptions

- All volumes have a page size of no larger than 18" x 12"
- All volumes for this project, with page count and size, are listed in Appendix A
- All book preservation, de-acidification and installation into new binders will be done off-site

Project Completion Strategy

- **Book Pick-Up:** Upon approval of the project, an image project manager will contact the Elections Administrators office to schedule a pick-up date. The pick-up date would be scheduled to occur within 2-3 weeks of the date when book restoration technicians will be available to process the job.

Upon arrival, the pick-up team will review the book inventory with the official to confirm the books to be picked up. The team will box the books, and check off each book on the inventory list. A copy of the inventory list will be left with the Elections Administrator when the team has everything loaded and ready for transport. Books will be transported to our restoration and image processing lab in Duncan, Oklahoma. Books will be stored in a locked, climate controlled storage area while in our facility.

A File Request Form PDF will be provided to the officials office that should be used if there is a record request for any pages from the books while in our possession. A PDF copy of the page(s) will be provided by email to the requestor on the File Request Form within 1 business day.

- **Page Removal:** The first step in the book restoration process is to remove the pages from the original binder and prepare the pages for de-acidification. Each book will be disassembled using techniques recommended for conservation of historic documents. All fasteners (paper clips, staples, etc.) and non-archival attachments (such as tape) will be removed where possible to do so without removing information from the page. Any pages with sheet extenders will have the sheet extenders removed if possible (depends on the adhesive used and whether there is writing/data on the top of the sheet extender).



- **Book De-Acidification:** The volumes will be treated with the de-acidification substance. Each page and each addendum will be de-acidified using processes recommended by the Library of Congress for historic documents. If the original addendum did not cover any other information or if the addendum was previously affixed in such a way that the original page underneath the addendum was not visible

(as where a panel has been taped over a blank form), the addenda will be re-placed on the page in the original location using conservator approved fastening methods.

If the addendum obscures data, the addendum will be encapsulated and placed in order behind the original page.

- **Page Encapsulation:** Each sheet will be placed in an acid free, polyester sleeve that has three sides sealed. Sleeves are tested to ensure that the sealed edges will not split or tear. Typically, the new pages will be approximately 60% thicker than the original page because of the additional thickness added by the encapsulation sleeve. Sleeves are approximately 1" to 1 ½" wider than the original sheet to allow for the entire sheets to be visible, with the additional width used for punched holes for the new binder.
- **Installation in New Binders:** Each original book will be placed in one or more new binders. If needed, original books will be split into multiple binders for each original volume. For this project, we estimate that the original 4 books will require 4 new binders. Each new binder will have lettering to indicate the original volume. Naming conventions will be recommended to the Elections Administrator and confirmed before binders are ordered. Any books that are combined will have lettering that indicates that both books are contained in a single binder
- **Book Delivery:** After completion of the book restoration process, the return delivery will be scheduled with the Elections Administrator. All books will be packaged and loaded for delivery back to the county on the scheduled date. An inventory of the books delivered will be provided for the delivery team to use as books are placed back on the shelves.
- **Scanning:** A final copy of the material scanned will be provided with the delivered books in a PDF.



Appendix A – List of Volumes for this project

Book name – processes included	Pages	Sheet size
Election Book 1 (Pickup, de-acidify, encapsulate, install in new binders, deliver)	156	16.875 x 14
Election Book 2 (Pickup, de-acidify, encapsulate, install in new binders, deliver)	102	16.875 x 14
Election Book 3 (Pickup, de-acidify, encapsulate, install in new binders, deliver)	200	16.875 x 13.75
Election Book 4 (Pickup, de-acidify, encapsulate, install in new binders, deliver)	119	16.875 x 14

PROPOSAL

Description	Qty	Price	Ext. Price
Book Restoration Premium Book Restoration (De-acidify, encapsulate, New binders, scan, process images)	4	2850.00	11400.00
Service Pickup/Delivery Travel Assumes dedicated trips for both pick up and delivery	1	600.00	600.00
Proposal Total			\$12,000.00

Tax exempt and no other fees apply without change of specifications by Ms. Onyon.



Richard Powers, Sales Representative
Scott-Merriman, Inc



Jeff Biggs, President
Scott-Merriman, Inc

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions
to Reduce Costs and Mitigate Risks!"



Vendor Profile

Print Date 5 June 2019

Scott Merriman Inc

scott-merriman.com

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM >

PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER >

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	11212 Goodnight Ln.	NAME Meredith Barton
CITY	Dallas	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75229	EMAIL tips@tips-usa.com

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

Scott-Merriman, Inc. has been serving the Dallas area and Texas Counties for over 30 years for all of your Printing and County Record needs. Imaging Services Digital records preserve documents as they are today, preventing loss from further use and deterioration. Prevent

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME |
MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR |
PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodity	Exp Date	EDGAR
170306	Technology Solutions, Products and Services	05/26/2020	CFV

CONTACTS BY CONTRACTS

Contract

170306

Jeff Biggs

Owner

(800) 648-7022 scott-merriman@sbcglobal.net

Tommy Ellis

Sales Manager

tom.ellis1@verizon.net



Bid/ Proposal #2017/005

**Transport of Election Equipment
and Items to and from Polling Locations**

Will be expiring on August 31, 2019

**Renewal Effective Dates
9/1/2019 – 8/31/2020**

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

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

Today Movers Inc.

T. Lewis
Authorized Representative Signature

Tobias Lewis
Printed Name

Date 29 May 19

Date _____
Todd Little, County Judge

Date _____
County Clerk, Attest

Quote No. Q02941925

Apr 15, 2019

TERAL CRAWFORD
ELLIS COUNTY
109 SOUTH JACKSON
WAXAHACHIE, TX US, 75165

Phone: 972-825-5018
E-mail: Teral.Crawford@co.ellis.tx.us

Dear Teral,

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (469) 467-4062. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Bonnie Morris

PHONE (469) 467-4062
FAX (469) 467-4063
EMAIL bmorris@tplan.com

*****Please reference agreed upon Terms & Conditions between our companies*****

Essential Service

- Guaranteed 4-hour response 24 hours/day, 7 days/week
- Emergency service labor and travel coverage
- Parts coverage
- Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

Standard Maintenance Contracts:

Site #: 123384, Ellis County

Tag #	Description	Model #	Annual PM Qty.	Coverage Type	Coverage Amount
1495943	NPOWER 100-130	37SA130A0C6EA09	2	ESSENTIAL	\$6,868.05
1495944	SEALED BATTERY	37BP130XPX1BNL	4	ESSENTIAL	\$4,229.78

Total price not including tax: USD \$11,097.83*Any tax required must be included in customer purchase order*

Unless otherwise noted, this agreement shall commence June 22, 2019 and shall be effective for One Year.

Again, thank you for your consideration. If you have any questions, please call me at 469-467-4062.

Proposed By:

Bonnie Morris

Bonnie Morris

April 15, 2019

Date

Accepted By:

X

Customer Signature Required

Date

Todd Little
Printed NameCounty Judge
Title

Phone

Optional Testing Service:

Infrared Scan:

Infrared Thermography is an un-invasive and effective means of identifying potential problems before an incident or failure occurs by detecting abnormal thermal rises in electrical, mechanical, or structural components within a facility. Infrared Thermography is recommended by the Institute of Electrical and Electronics Engineers (IEEE), National Fire Protection Agency (NFPA) 70E, and more insurance companies as part of a successful maintenance program on an annual basis.

- IR Scan takes place during regular business hours.
- Deliverables: report with location, description, and recommended solution with infrared and digital pictures of problem areas.
- Equipment list includes all components of UPS electrical system.
- Access covers/panels removed and reinstalled by customer, unless requested otherwise.
- Work performed by Vertiv Services, Inc.

Benefits of an IR Scan: Identify and deal with emerging problems early enough for maintenance to be performed, thus reducing emergency repair and maintenance costs, avoiding costly, unscheduled downtime and business interruption, improving overall system reliability, and extending the life of equipment.

Select	Description	Model #	Annual PM Qty.	Coverage Type	Coverage Amount
☐	INFRARED SCAN 1 DAY - 1 TECH - EXCEPTION IMAGES		N	8X5	\$2,000.00
	• ACCESS COVERS AND PANELS REMOVED AND REINSTALLED BY CUSTOMER				
☐	INFRARED SCAN 1 DAY - 2 TECHS - EXCEPTION IMAGES		N	8X5	\$3,100.00
	• ACCESS COVERS AND PANELS REMOVED AND REINSTALLED BY VERTIV				

Unless otherwise noted, this agreement shall be effective until services are rendered.

Proposed By:

Accepted By:

Bonnie Morris

April 15, 2019

X

Bonnie Morris

Date

Customer Signature Required

Date

Todd Little County Judge

Printed Name

Title

Phone

Declined

Purchase Order must be assigned to:

Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085

Payment remittance address:

Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o Bonnie Morris
Attn: Bonnie Morris
Email: bmorris@tplan.com
Fax: 469-467-4063

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature above.

Vertiv Corporation will bill for this agreement in one annual invoice.

Payment terms are net 30 days.

This quote is valid for 30 days from the date of this quote unless otherwise noted.

Please provide the following information (All fields are required):

Purchase Order Number: _____ * Purchase Order Attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other _____

☒ Accounts Payable Email Beth Allen @ co.ellis.tx.us

Billing Contact Person: Beth Allen Phone: 972-825-5380

Email: _____ Fax #: _____

Bill-To Company Name: Ellis County Bill-To Address: 109 S Jackson St.

Federal Tax ID # 75-4000935 Bill-To City, ST Zip: Waxahachie, TX 75145

Tax Exempt: ☒ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: Teral Crawford Phone: 972-825-5018

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT
FOR DETENTION SERVICES
BETWEEN
THE COUNTY OF ELLIS AND THE CITY OF GARRETT**

WHEREAS: the hereinafter 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 Inter-local Cooperation Act of the State of Texas; 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; and

WHEREAS: the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

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

The County of Ellis of the State of Texas (hereinafter, COUNTY) shall be the party providing the function or service; to wit, detention services.

The City of Garrett, of the State of Texas (hereinafter, CITY) shall be the party receiving the function or services and providing the consideration for such function or services.

Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$60.00 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.

5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.
6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriff's personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriff's Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.54
10. per mile. Medical calls that require only the staff nurse on duty at the Wayne McCollum Detention Center will be provided as part of the service provided by COUNTY. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the detention personnel of COUNTY shall provide security on a temporary basis, not to exceed eighteen (18) hours. It shall be the responsibility of CITY to provide security for any inmate being held at the hospital for which CITY is financially responsible under the terms of this agreement within a reasonable time period that must begin no later than eighteen (18) hours from the inmate being delivered to the hospital. All emergency medical cost or other medical cost shall be the responsibility of CITY. Determination of the need to seek medical attention shall be made by COUNTY without any requirement for consultation with CITY prior to the time such medical service is required.
11. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.

12. The CITY agrees that is shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.

13. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon thirty (30) days written notice to the other for any reason or cause or without cause.

EXECUTED in triplicate this, the day of , 20 .

TODD LITTLE
COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order _____

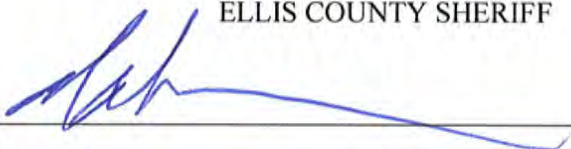
Attest:

Approved:

KRYSTAL VALDEZ
ELLIS COUNTY CLERK



CHARLES E. EDGE
ELLIS COUNTY SHERIFF



MATT NEWSOM
MAYOR, CITY OF GARRETT, TEXAS

Attest:

Approved:



JUDY BRADDOCK
CITY SECRETARY



JESSICA FLORES
CHIEF OF POLICE

**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT
FOR DETENTION SERVICES
BETWEEN**

THE COUNTY OF ELLIS AND THE CITY OF MAYPEARL

WHEREAS: the hereinafter 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 Inter-local Cooperation Act of the State of Texas; 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; and

WHEREAS: the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

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

The County of Ellis of the State of Texas (hereinafter, COUNTY) shall be the party providing the function or service; to wit, detention services.

The City of Maypearl, of the State of Texas (hereinafter, CITY) shall be the party receiving the function or services and providing the consideration for such function or services.

Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$60.00 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.

5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.
6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriff's personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriff's Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.54
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11. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.

12. The CITY agrees that is shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.

13. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either party may cancel this agreement upon thirty (30) days written notice to the other for any reason or cause or without cause.

EXECUTED in triplicate this, the day of , 20 .

TODD LITTLE

COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order _____

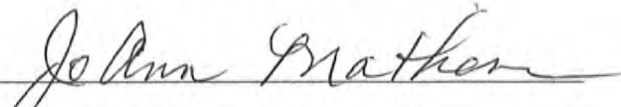
Attest:

Approved:

KRYSTAL VALDEZ
ELLIS COUNTY CLERK



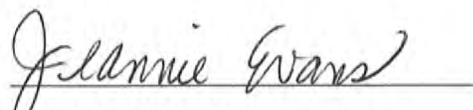
CHARLES E. EDGE
ELLIS COUNTY SHERIFF



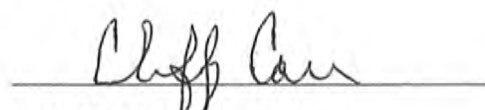
JOANN MATHERS
MAYOR, CITY OF MAYPEARL, TEXAS

Attest:

Approved:



JEANNIE EVANS
CITY SECRETARY



CLIFF CARR
CHIEF OF POLICE

**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT
FOR DETENTION SERVICES
BETWEEN**

THE COUNTY OF ELLIS AND THE CITY OF MAYPEARL

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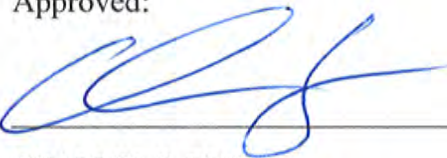
TODD LITTLE
COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order _____

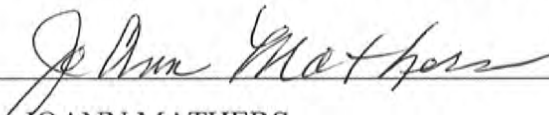
Attest:

KRYSTAL VALDEZ
ELLIS COUNTY CLERK

Approved:

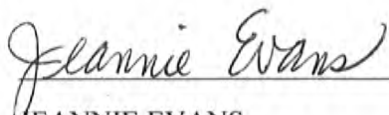


CHARLES E. EDGE
ELLIS COUNTY SHERIFF



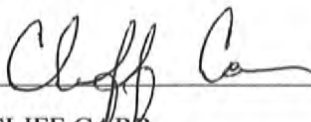
JOANN MATHERS
MAYOR, CITY OF MAYPEARL, TEXAS

Attest:



JEANNIE EVANS
CITY SECRETARY

Approved:



CLIFF CARR
CHIEF OF POLICE

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Local Governmental Entity Employer (LGEE), Ellis County, Texas, are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Government Code Chapter 411.

II. PURPOSE

This Contract sets forth the agreed-upon terms and conditions of support to DPS by the LGEE. In general, the LGEE will provide administrative or operational support to DPS in furtherance of public safety in the respective jurisdiction. This Contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, or the officers, employees, agents, or associated personnel of the parties.

III. SCOPE OF OPERATIONS

- A. While assigned to work with DPS, the LGEE employee will work on projects or operations in support of DPS as agreed upon by LGEE and DPS. LGEE will ensure its employee operates in accordance with DPS policies and procedures, which includes policies about physical access and network and systems access. When required, LGEE will require the LGEE employee to agree to and sign Non-disclosure Agreements, access policies, CJIS certifications, and any other documents that DPS deems necessary.
- B. LGEE employee must be able to communicate clearly, both verbally and in writing, and be able to work in a high-stress environment.
- C. A DPS-assigned supervisor will supervise LGEE employee while that employee is assigned to work with DPS.
- D. Employee's duty hours are those agreed to by DPS, Monday through Friday, with the exception of State of Texas observed holidays, office closures due to inclement weather, and any other emergency closures as approved by DPS.
- E. It is clearly understood by all Parties that LGEE employees that are not sworn officers are assigned to work with DPS in a support role.
- F. DPS has the sole authority to approve or deny modifications to an employee placement.
- G. DPS will document any equipment issued to the employee in writing and will include the following information: full description of the item(s); condition at time of issuance; length of time the property will remain with employee, and the location to which it must be returned. The LGEE employee must safeguard all property issued to him or her by DPS as if it were the employee's own property. LGEE and employee will report loss or damage of the issued equipment immediately to DPS. Unless contrary to law or regulation, LGEE agrees to be financially responsible for any damage to equipment owned by DPS that is caused by its employee and to settle up with its employee if necessary.

IV. RESPONSIBILITIES

A. DPS will:

1. at its own expense and as necessary depending on the LGEE employee category, conduct a DPS-defined background check on employee prior to execution of this Contract and periodically throughout the employee's period of assignment;
2. if applicable, notify LGEE of employee's failure to maintain acceptable background clearance;
3. provide supervision of work and feedback on the employee's job performance to LGEE;
4. reimburse LGEE for any DPS-mandated travel and training expenses for employee;
5. provide appropriate work space, computer and telecommunications equipment, network access, office equipment and supplies to employee as necessary to fulfill his or her duties;
6. maintain all equipment assigned to employee;
7. provide training to employee consistent with the objectives of developing, upgrading, and maintaining skills required by DPS; and
8. maintain files on employee for the purpose of documenting training records, emergency notifications, and other documentation as required by the State of Texas.

B. LGEE must:

1. provide a primary point-of-contact to DPS;
2. maintain responsibility for all payroll functions and pay (to include salary, fringe benefits, taxes, and retirement);
3. perform periodic performance reviews, impose any necessary disciplinary actions, promotions, or raises;
4. notify DPS immediately in the event that employee is injured or suspected of misconduct;
5. approve leave requests and ensure employee coordinates those requests with DPS;
6. ensure employee adheres to all DPS and LGEE policies and procedures, including:
 - a. LGEE's personnel, leave, and attendance policies;
 - b. DPS's safety policies;
 - c. DPS's physical and network access policies
 - d. DPS's professional conduct policies;
7. ensure employee signs any CJIS required certifications and any network or systems access permission documents as requested by DPS;
8. require employee to consent to an initial DPS-defined background check, if required for DPS duties, and maintain an acceptable background clearance throughout the placement at DPS;
9. keep a current list of the names of all employees that work in a DPS office and will coordinate with the appropriate DPS office regarding all employees; and
10. ensure employee maintains the confidentiality of all DPS data. This duty will survive the termination of this Contract.

V. TRAINING and TRAVEL EXPENSES

- A. DPS will reimburse LGEE for any training and travel expenses incurred for employee's travel to training sessions, training exercises, or other DPS-required business activities. All travel expenses must be approved, in writing, and in advance and must comply with the State of**

Texas Travel Guidelines as posted in the following link:

<https://fm.xcpa.texas.gov/fmx/travel/texttravel/index.php>.

- B. In the event that DPS does not prepay for training sessions or exercises, DPS will also reimburse LGEE for any training deemed necessary by DPS for the LGEE employee's job duties.
- C. Should DPS approve and authorize travel or training expenses for the employee, LGEE employee must provide original receipts in support of the travel or training expenses.

VI. ADMINISTRATIVE, FINANCIAL, and PERSONNEL MANAGEMENT

- A. LGEE is responsible for all personnel-related management of employee, including payroll, benefits, periodic performance reviews, job coaching, disciplinary actions, promotions, and terminations.
- B. LGEE employee will be immediately unable to work on DPS premises in cases of unacceptable job performance, negative criminal history status changes, breach in confidentiality, or other unacceptable behavior in violation of this Contract. LGEE employees may be removed for other causes with two weeks' notice to LGEE and LGEE employee.
- C. The LGEE employee may request a release from assignment to DPS by submitting the request in writing through the LGEE, with a carbon copy to DPS. If LGEE and DPS wish to continue their relationship, LGEE will identify a replacement employee and recommend that employee to DPS.

VII. LIABILITY

- A. The Parties acknowledge that this Contract does not alter the applicable law governing civil liability, if any, arising from the conduct of employees.
- B. LGEE acknowledges that it is responsible for the negligent, wrongful acts or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by law. DPS cannot guarantee that the State of Texas will provide legal representation or indemnification to any employee.
- C. Neither this Contract nor any activities between the Parties are intended to create an agency or employment relationship, a joint venture, or to otherwise create any liability for the Parties whatsoever, with respect to the Parties' indebtedness, liabilities, and obligations. No employee assigned by LGEE will be considered an employee of DPS.

VIII. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed \$50,000.

Nothing in this Contract will require LGEE or DPS to obligate or transfer any funds. The only funds authorized for payment to LGEE under this Contract is the reimbursement for any DPS-approved and requested travel and training expenses incurred throughout the term of this Contract.

IX. TERM OF CONTRACT, TERMINATION, and AMENDMENTS

This contract is effective on the date of the last party to sign and will terminate four years from that effective date, or upon written request of either party with 30 calendar days' written notice, whichever

occurs earlier. This contract may only be amended or extended by mutual written agreement of the parties.

X. POINTS OF CONTACT

	DPS	LGEE
Name	Coronado, Eliseo	Todd Little
Title	Sergeant	Ellis County Judge
Address	1720 E. Main Street	101 W. Main Street
City, State, Zip	Waxahachie, TX 75165	Waxahachie, TX 75165
Phone	(972)923-6755	(972)825-5011

XI. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

LGEE agrees to abide and to ensure its employees abide by all terms and conditions specified within this Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Local Governmental Entity Employer

Department of Public Safety

Signatory's name: Todd Little
Signatory's title: Ellis County Judge



Signatory's name: Eliseo Lee Coronado
Signatory's title: Sergeant

Date

5-29-19

Date