

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

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

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

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

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

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

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

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

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

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

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

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF OAK LEAF, TEXAS

By: *James D. Lomb*
Mayor, City of Red Oak

city of oak leaf

Attest:

Ronda Quintana
City Administrator *Secretary*



EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

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

Todd Little
County Judge, Ellis County, Texas

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

Signature: _____

Title: _____

On Behalf of: _____

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

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

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

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

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

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

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

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

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

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

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

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF OVILLA, TEXAS

By: _____
Mayor, City of Ovilla

Attest:

Tom Wredall
City Administrator ~~Administrator~~ **MANAGER**
INTERIM



FY '2020

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

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

Todd Little
County Judge, Ellis County, Texas

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

Signature: _____

Title: _____

On Behalf of: _____

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

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

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

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

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

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

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

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

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

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

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

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

RED OAK ISD

By:  _____
John Anderson, Board President

Attest:

 _____
Melanie Petersen, Board Secretary

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

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

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: Ellis County Commissioner, Pct. 4

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

Todd Little

County Judge, Ellis County, Texas

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

Signature: _____

Title: _____

On Behalf of: _____

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

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

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

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

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

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

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

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

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

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

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

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

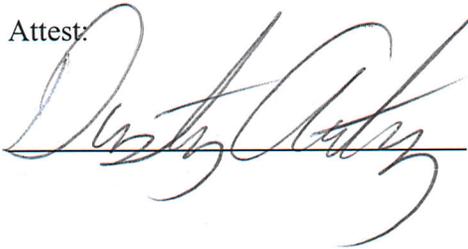
ATTEST:

By: _____
Krystal C. Valdez, County Clerk

WAXAHACHIE ISD

By: _____

Attest:



A handwritten signature in cursive script, appearing to read 'Krystal C. Valdez', is written over a horizontal line.

2.6



ELLIS COUNTY PURCHASING DEPARTMENT

E.J. Harbin, CPPO
Purchasing Agent

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

Notice Exercising Option to Renew Lease

December 30, 2019

To: Leasing Impressions Commercials LLC

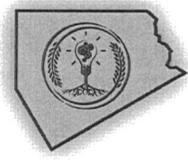
Please be advised that the undersigned, as Lessee under a certain lease for premises known as 330 North 8th Street, Suite 106-108 and dated October 15, 2016 (Lease), does hereby exercise Ellis County's option to extend the term of said Lease for a period commencing on November 16, 2019 and terminating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

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

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

Sincerely,

Todd Little, County Judge



AGENDA ITEM NO. 1.1
Ellis County Commissioners' Court
December 30, 2019



SHORT TITLE:

Final Plat – Cisneros Simon Addition Plat
Parcel ID – 247967

LEGAL CAPTION:

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



APPLICANT:

German Cisneros



PURPOSE:

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



HISTORY:

No other subdivision of property exists on this site.



OTHER RELEVANT INFORMATION:

Thoroughfare Plan:

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

Water Provider:

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



ANALYSIS:

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



ATTACHMENTS:

1. Location Map
2. Plat



RECOMMENDATION:

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

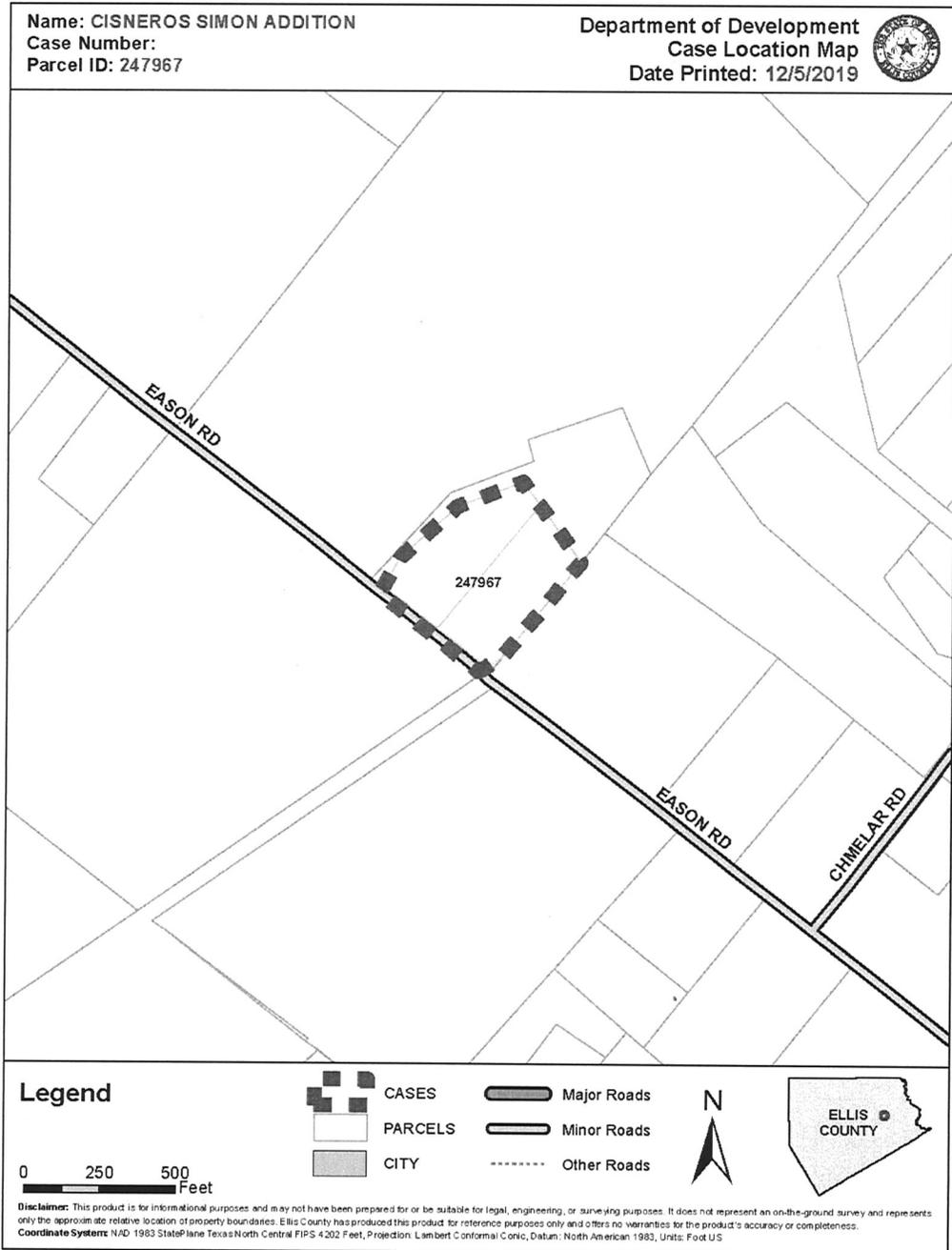


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – LOCATION MAP



-86.612917 32.389123 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 12/5/2019 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOT Case Location.mxd



AGENDA ITEM NO. 1.2
Ellis County Commissioners' Court
December 30, 2019



SHORT TITLE:

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

LEGAL CAPTION:

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



APPLICANT(S):

SYB Construction Company on behalf of Murray Estates Subdivision



PURPOSE:

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

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

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



ANALYSIS:

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



RECOMMENDATION:

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

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





DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENTS:

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

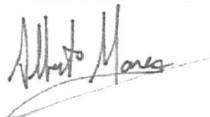


PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager



APPROVED AND PRESENTED BY:



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



ATTACHMENT NO. 1 – COPY OF MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, SYB Construction Company, Inc. as Principal(s), and the The Hanover Insurance Company, a corporation existing under the laws of the State of NH and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Two Hundred Sixty Seven Thousand Two Hundred Seventy Eight Dollars and Twenty Four Cent Dollars (USD) (\$ 267,278.24), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 30th day of December, 20 19.

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

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

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

SYB Construction Company, Inc.
PRINCIPAL(S)

Shelby J. Bennett
PRINTED NAME

Vice President
TITLE

The Hanover Insurance Company
SURETY

Jack McCrowley
PRINTED NAME

Attorney-in-Fact
TITLE



DEPARTMENT OF DEVELOPMENT
Ellis County

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

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

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

John C. Roche
John C. Roche, EVP and President

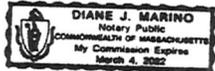


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



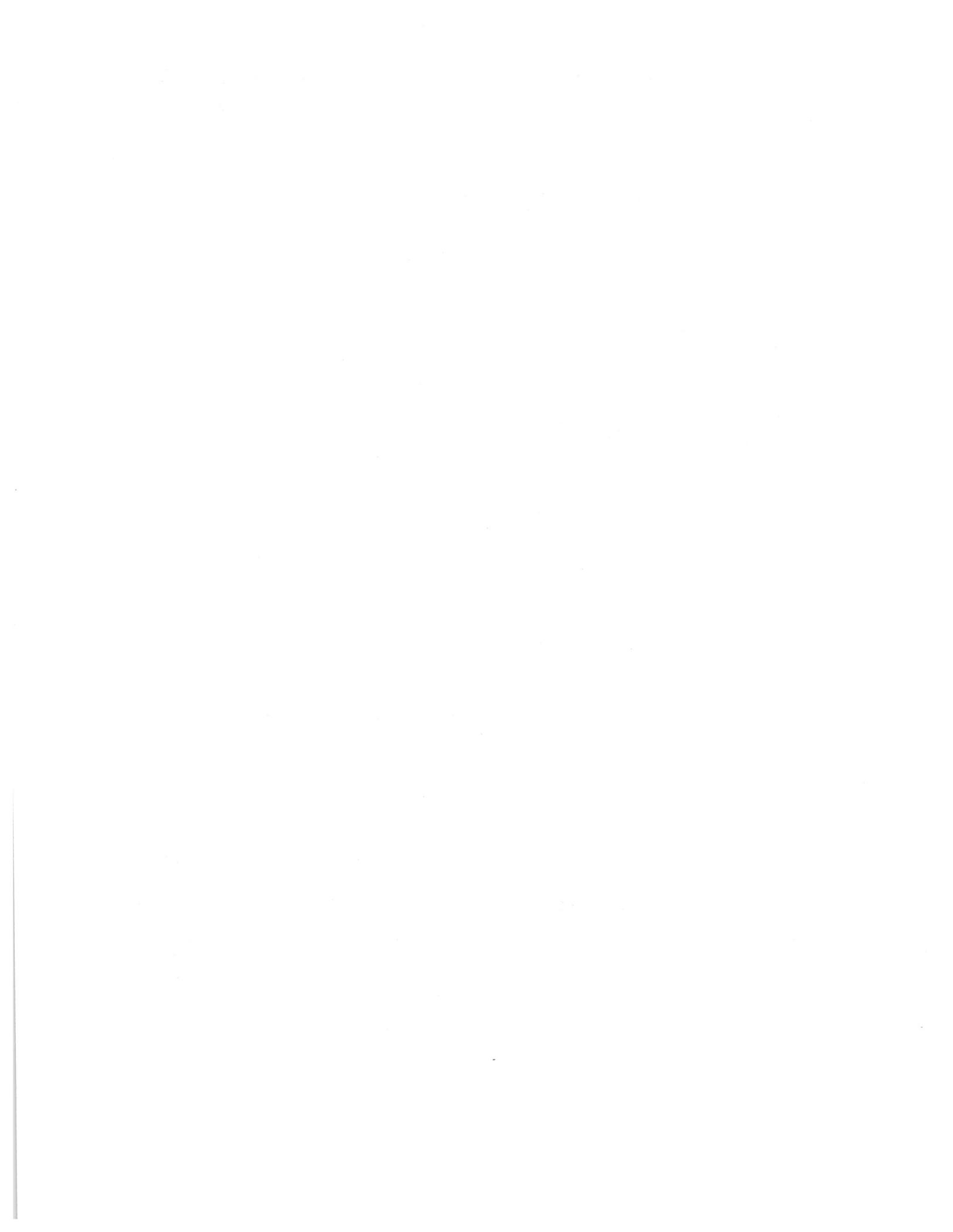
Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

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

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

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President





ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 30th day of December 2019, the Commissioners’ Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

- Judge Todd Little

COMMISSIONERS:

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

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

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

WHEREAS, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on September 3, 2019, pursuant to Minute Order 378.19, hereinafter referred to as “Development Regulations”; and,

WHEREAS, “Development Regulations,” Section VII (B) (1) (i) states, “Prior to construction and to ensure roads, streets, signs, underground utilities and required drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained within these regulations, the developer shall file a construction bond, executed by a surety company authorized to do business within the State of Texas, or letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office”;



WHEREAS, "Development Regulations," Section VII (B) (2) states, "The bond amount shall be equal to the one hundred (100%) of the any and all contracts, agreements, and bids for the construction of roads, streets street signs, underground utilities, required drainage structures, erosion control, and all other construction.";

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

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

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

SECTION 1. RELEASE OF CONSTRUCTION BOND

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

SECTION 2. ACCEPTANCE OF MAINTENANCE BOND

The Commissioners' Court accepts Maintenance Bond No. 1074850 for infrastructure maintenance in the Murray Estates Subdivision of two hundred sixty-seven thousand, two hundred seventy-eight dollars and twenty-four cents (\$267,278.24) issued December 30, 2019.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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



DEPARTMENT OF DEVELOPMENT
Ellis County

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

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 30TH DAY OF DECEMBER 2019.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct. No. 1

Commissioner Lane Grayson, Precinct No. 2

Commissioner Paul Perry, Precinct No. 3

Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



Ellis County Fire Marshal

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

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

December 16, 2019

EMERGENCY SERVICES DISTRICTS

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

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



RECEIVED
10-28-19

Ellis County Fire Marshal

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

October 21, 2019

Andy Mulvany

Re: Term Expiration – December 31, 2019

Dear: Andy,

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

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

YES – I wish to serve for another term.

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

Sign

Date

10/23/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10/29/19

Ellis County Fire Marshal

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

October 21, 2019

Geneva Mullins

Re: Term Expiration – December 31, 2019

Dear: Geneva,

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

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

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

Sign

Geneva M Mullins

Date

10/29/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal

RECEIVED
10.28.19



Ellis County Fire Marshal

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

October 21, 2019

Norquist Wade

Re: Term Expiration -- December 31, 2019

Dear: Norquist,

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

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

YES - I wish to serve for another term.

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

Sign

Norquist Wade

Date

11-25-2019

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

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

October 21, 2019

Timothy Raven

Re: Term Expiration – December 31, 2019

Dear: Timothy,

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

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

YES – I wish to serve for another term.

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

Sign

Date

10/29/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10-31-19

Ellis County Fire Marshal

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

October 21, 2019

Danny Long

Re: Term Expiration – December 31, 2019

Dear: Danny,

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

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

YES – I wish to serve for another term.

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

Sign *Danny Long* Date 10-27-19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.31.19

Ellis County Fire Marshal

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

October 21, 2019

Tom Manning

Re: Term Expiration – December 31, 2019

Dear: Tom,

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

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

YES – I wish to serve for another term.

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

Sign Tom Manning Date 10/23/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

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

October 21, 2019

Murrie Wainscott

Re: Term Expiration – December 31, 2019

Dear: Murrie,

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

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

YES – I wish to serve for another term.

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

Sign

Murrie Wainscott

Date

11/4/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

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

October 21, 2019

John Allen

Re: Term Expiration – December 31, 2019

Dear: John,

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

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

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

Sign

John V Allen

Date

10/31/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal

RECEIVED
11.1.19



Ellis County Fire Marshal

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

October 21, 2019

Clay Sparks

Re: Term Expiration – December 31, 2019

Dear: Clay,

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

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

YES – I wish to serve for another term.

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

Sign

Clay Sparks

Date

10/28/2019

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.31.19

Ellis County Fire Marshal

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

October 21, 2019

Ray Brindle

Re: Term Expiration - December 31, 2019

Dear: Ray,

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

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

YES - I wish to serve for another term.

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

Sign

Date

10/26/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.28.19

Ellis County Fire Marshal

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

October 21, 2019

Anthony Modesto Jr.

Re: Term Expiration – December 31, 2019

Dear: Anthony,

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

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

YES – I wish to serve for another term.

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

Sign Anthony Modesto Jr. Date 10/24/2019

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10.28.19

Ellis County Fire Marshal

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

October 21, 2019

Billy Thompson

Re: Term Expiration – December 31, 2019

Dear: Billy,

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

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

YES – I wish to serve for another term.

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

Sign

Billy Thompson

Date

OCT-24-2019

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

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

October 21, 2019

Raymond Miner

Re: Term Expiration – December 31, 2019

Dear: Raymond,

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

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

YES – I wish to serve for another term.

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

Sign Raymond Miner Date 11-20-19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



Ellis County

Fire Marshal

Tim Birdwell, Fire Marshal

Date: November 1, 2019

James Malone

Re: Term Expiration – December 31, 2019

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

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

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

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

Signature

J C Malone

Date

11/26/19

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

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

Sincerely,

Gloria Stroud
Ellis County Fire Marshal Coordinator

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



Ellis County Fire Marshal

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

October 21, 2019

Gary Sportsman

Re: Term Expiration – December 31, 2019

Dear: Gary,

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

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

YES – I wish to serve for another term.

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

Sign _____

Date _____

11-1-19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal

RECEIVED
10/28/19



Ellis County Fire Marshal

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

October 21, 2019

James Pharr

Re: Term Expiration – December 31, 2019

Dear: Jim,

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

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

YES – I wish to serve for another term.

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

Sign

Date

10/28/2019

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

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

October 21, 2019

Cecil Hammonds

Re: Term Expiration – December 31, 2019

Dear: Cecil,

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

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

YES – I wish to serve for another term.

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

Sign

Date

11/4/2019

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

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

October 21, 2019

Teaner Johnson

Re: Term Expiration – December 31, 2019

Dear Teaner,

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

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

YES – I wish to serve for another term.

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

Sign

Teaner Johnson

Date

11/13/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10/27/19

Ellis County Fire Marshal

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

October 21, 2019

Kenny Caldwell

Re: Term Expiration – December 31, 2019

Dear: Kenny,

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

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

YES – I wish to serve for another term.

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

Sign Kenny Caldwell Date 10/27/19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



RECEIVED
10-28-19

Ellis County Fire Marshal

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

October 21, 2019

Rick David *DAVIS*

Re: Term Expiration – December 31, 2019

Dear: Rick,

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

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

YES - I wish to serve for another term.

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

Sign

R. Davis

Date

10-25-19

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

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

Thank you in advance for your assistance in this matter.

Sincerely,

Tim Birdwell

Tim Birdwell, Ellis County Fire Marshal



Ellis County Fire Marshal

Tim Birdwell, Fire Marshal

Date: November 12, 2019

XXXXXXXXXX

Re: Term Expiration - December 31, 2019

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

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

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

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

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

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

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

Sincerely,

Gloria Stroud
Ellis County Fire Marshal Coordinator

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

3.3

Tim Birdwell

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

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

Joe C. Bond

Application for Ellis County Emergency Service District Board

Name STEVEN WAKELAND

Address 1099 PIERCE RD REDDALE TX 75754

Phone Home ✓

Work 972-702-5049

Mobile 214-793-2885

Email dwf8739@SBCGLOBAL.NET

Emergency Service District applying for: ESD # 4

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

N/A

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

US Citizen? Yes Registered voter? Yes

Current employer DUNCANVILLE FIRE DEPT

Military Service N/A

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

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

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

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

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

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

NO

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

NO

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

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

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

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

CERTIFICATION OF APPLICANT

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

Applicant's Signature

Date

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

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

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

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

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

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

Notice of Emplacement:

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

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

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

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

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

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

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

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

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

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

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

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

Todd Little
Ellis County Judge

Attest:

Krystal Valdez
Ellis County Clerk