

A2



ELLIS COUNTY & DISTRICT ATTORNEY

PATRICK M. WILSON

ELLIS COUNTY COURTS BUILDING • 109 S. JACKSON • WAXAHACHIE, TX 75165 • (972) 825-5035 • FAX (972) 825-5047

January 20, 2015

Judge Carol Bush
101 W. Main
Waxahachie, Tx. 75165

Re: Approval of Consent Agenda Item

Dear Judge Bush,

Please place the following on the Administrative Consent Agenda for consideration and approval:

Approval of salary supplement for the County Attorney's Office to be paid with funds received and transferred from the County & District Attorney Asset Forfeiture Funds to the County Attorney Salary line item for Habon Mohamed for the remainder of this budget year in the amount of \$840.63 per month. No Ellis County revenue is used to pay this supplement.

Very truly yours,

Patrick Wilson by

Patrick M. Wilson

C. Hillstem

A3

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: ELLIS CO. CONST. PCT. 3
Reporting Date: 01/21/2015
TCOLE Agency Number: 139103
Chief Administrator: JIMMY E RAY
Agency Contact Information: Phone: 9728255006
 Email: jimmie.ray@ellis.co.tx.us
 Mailing Address:
 ELLIS CO. CONST. PCT. 3
 101 w main st sre 100 b
 waxahachie, TX 75165

This Agency claims partial racial profiling report exemption because:
 Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

ELLIS CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the ELLIS CO. CONST. PCT. 3 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the ELLIS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the ELLIS CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. CONST. PCT. 3's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **JIMMY E RAY**

Chief Administrator

ELLIS CO. CONST. PCT. 3

Date: 01/21/2015

**ELLIS CO. CONST. PCT. 3 Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

1. **10** citation only
2. **0** arrest only
3. **0** both
4. **10 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **1** African
6. **0** Asian
7. **8** Caucasian
8. **1** Hispanic
9. **0** Middle Eastern
10. **0** Native American
11. **10 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **10** No
14. **10 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **0** Yes
16. **10** No
17. **10 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **0** Yes
19. **0** No
20. **0 Total** (must equal line 15)

**ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT**

FI

*Received
1/8/2015*

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50819	Computer	\$205.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0050-50802	Equipment	\$205.00

Mark Eld

1/6/2015

Signature of Department Head

Date Signed

Extension
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:

Dillon 1/8/15

Needs court approval

F2

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0210-50888	Computer Service	\$ 4,000
✓ 001-0210-50848	Holding Salaries	\$ 4,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 001-0210-50801	Supplies	\$ 8,000

[Signature]
Signature of Department Head

1-12-15
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 _____, 2013/2014

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

Approved by County Auditor's Office:

[Signature] 1/14/15
Needs court approval

F3
RECEIVED

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

JAN 13 2015

ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-40096-0000-000 -000	LEASE "Revenues"	(778.94)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0612-50820-00000-000	LEASE Training	778.94


1/12/15
Constable 2
 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 _____, 2014/2015

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

Approved by County Auditor's Office: Hollin 1/13/15

Needs court approval

F4

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50807-00000-000	General Misc	16,800.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-50873-00000-000	Building Mechanical Contracts	16,800.00

Johnny D. Brown
 Signature of Department Head 13 JAN 15
 Date Signed

15 / 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 _____, 2014/2015

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

Approved by County Auditor's Office: Hallen 1/14/15

Needs court approval



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



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

F5

January 16, 2014

Request for Approval of Overpayments
Commissioners' Court Date January 26, 2015

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amt</u>
J. P. Morgan Chase Bank, NA	149407	\$ 4,085.21
FBM Construction	158581	\$ 3,594.94
FBM Construction	177066	\$ 2,753.20
Chase Home Finance LLC	180791	\$ 3,679.13
FBM Construction	184336	\$ 4,563.01
Green Tree Outsourcing	192445	\$ 3,073.62
Wells Fargo Home Mortgage	193695	\$ 3,245.12
Chase Home Finance, LLC	205570	\$ 4,132.44
Chase Home Finance, LLC	205593	\$ 2,626.84
Chase Home Finance, LLC	209658	\$ 3,117.61
BB&T Mortgage	222952	\$ 3,360.74
Wells Fargo Home Mortgage	228683	\$ 2,688.58
Chase Home Finance	229401	\$ 4,871.97
Chase Home Finance	232652	\$ 4,413.48
Chase Home Finance	233753	\$ 3,902.31
Cimarron Mortgage	259366	\$ 2,962.93

Tax all funds
check
agenda

all ok

1/24/15

F6

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50502 <i>0000-000</i>	Emergency Management Salary	5,056.67

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-50802 <i>0000-000</i>	Emergency Management Equip.	5,056.67

[Signature]
Signature of Department Head

01-21-15
Date Signed

FM / EM
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Needs Court approval

Approved by County Auditor's Office:

[Signature]

F7

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50502-00000-000	Salaries	2600
001-0430-50805-00000-000	Conference	300
001-0430-50808-00000-000	Gas	3300
001-0430-50810-00000-000	Tires	500
001-0430-50806-00000-000	official bond/dues	800

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
024-0924-50802-00000-000	Equipment	2600
001-0430-50819-00000-000	Computer	300
001-0430-50802-00000-000	Equipment	4600


Signature of Department Head

1-20-15
Date Signed

Fitz Marshall / EMC
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Handwritten note: *Handwritten Court approval*

Approved by County Auditor's Office:

2.1

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

WHEREAS, as in accordance with this Texas Administrative Code, Title 25, Part 1, Chapter 411, subchapter G, and Health and Safety Code, Title 7, Chapter 534, subchapter A, Ellis County Commissioners Court is enabled to designate the North Texas Behavioral Health Authority (NTBHA) as the Community Mental Health Center; and

WHEREAS, In order to maintain a split between the authority and provider functions in NorthSTAR, NTBHA will only engage in those services as provided for in the Authority's contract with the Department of State Health Services as well as referral and limited case management services; and

WHEREAS, said designation would resolve certain restriction to the North Texas Behavioral Health Authority's ability to participate in Delivery System Reform Incentive Payment projects (DSRIP), offered from time to time by the Center for Medicare and Medicaid Services (CMS) and other potential funding opportunities offered by the State of Texas; and

WHEREAS, NTBHA's participation in such funding streams could bring improvements to the delivery of Community Mental Health Center services to the citizens of Ellis County.

WHEREAS, Commissioner Brown has enabled the County to develop key partnerships with cities, school districts, water utility districts, homeowner associations, and local, state, and federal agencies.

NOW, THEREFORE BE IT RESOLVED that the Ellis County Commissioners' Court hereby designates NTBHA to be the Community Mental Health Center for Ellis County.

In witness thereof, signed the 26th day of January, 2015.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

2.4

THE STATE OF TEXAS X

COUNTY OF ELLIS X

INTERLOCAL AGREEMENT FOR ASSESSMENT AND COLLECTION OF TAXES

On this 1st day of September, 2014, the **ELLIS COUNTY FRESH WATER SUPPLY DISTRICT #1**, hereinafter called the "Taxing Unit", and **ELLIS COUNTY**, hereinafter called "County", enter into the following agreement pursuant to the authority granted by **TEXAS PROPERTY TAX CODE § 6.23, 6.24**, and **TEXAS GOVERNMENT CODE, CHAPTER 791**.

WITNESSETH:

WHEREAS, it would be economically advantageous to both the Taxing Unit and the County to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the Taxing Unit and the County that upon commencement of the term of this contract as herein stated, the County shall for the said term of this contract provide such necessary tax assessment and collection services:

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The County shall collect the ad valorem property taxes owing to the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of County and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of County, including, but not limited to the following:
 - a. Calculation of taxes;
 - b. Preparation of tax roll;
 - c. Proration of taxes;
 - d. Correction of clerical errors in tax rolls;
 - e. Collection of tax liabilities;
 - f. Issuance of refunds;
 - g. Calculation and publication of an effective tax rate;
 - h. Timely preparation and mailing of current tax bills;
 - i. Preparation and mailing of delinquent tax bills;
 - j. Remittance of taxes collected to the Taxing Unit;
 - k. Provide monthly reports of collections and annual reports of all taxes collected, current or delinquent.

2. The County shall remit all collections to the Taxing Unit's depository by electronic transfer within two days after they are processed and deposited in the County's depository (or on a less frequent basis, if so requested).
3. The County shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the County's depository prior to remittance to the Taxing Unit.
4. The Taxing Unit retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code § 6.30(b). The County Tax Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Unit such fees as are earned by said attorney pursuant to said contract as provided by § 6.30 of the Property Tax Code, for the collection of delinquent taxes and such fees deducted shall be remitted directly to said attorney in the same manner and frequency as collections to the Taxing Unit.
5. The Taxing Unit, at its own expense, shall provide to the County copies of all records necessary for performance by the County under this contract.
6. The Tax Assessor-Collector is bonded conditioned on the faithful performance of his duties as Tax Assessor-Collector for the Taxing Unit. If additional bonding is required pursuant to this contract the Taxing Unit shall pay the premium for such bond from its current available revenues.
7. In consideration of the services to be rendered by the County, the Taxing Unit shall pay the County as follows:
 - a. The Taxing Unit agrees to pay the County $\frac{1}{2}$ of 1% of the levy amount, but not to exceed the actual cost of collection, as determined by the county Judge and Commissioners Court.
 - b. In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the County for late and separate tax bill processing or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County. This cost shall be the actual cost of providing those extra services required by the rollback or change of tax rate.
 - c. In the event that the Taxing Unit fails to adopt its tax rate and submit it to Tax Assessor Collector before the deadline established by the Property Tax Code, the costs for late and separate tax bill processing, if required, shall be accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County.

8. The Taxing Unit agrees payments shall be made annually to the County within 30 days of billing by the County. Upon notification by the County Judge and Commissioner's Court of any probable increase in the collection fee, the increase will be reported to the Taxing Unit by the Tax Assessor-Collector as soon as possible.

9. This contract shall be effective on the 1st day of September, 2014, and shall continue in full force and effect through August 30, 2019, and thereafter, from year to year until such time either party hereto, by written notice to the other party, may terminate the same, such termination to be effective only if provided to the other party on or before April 1 of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective as of May 1 of such tax year. Upon termination, the County shall provide the Taxing Unit, without charge, copies of the Taxing Unit's current and delinquent tax rolls and of any additional tax records requested by the Taxing Unit.

10. It is agreed and understood that this contract is not transferable or assignable without the written consent and approval of the Taxing Unit. The terms herein stated shall be bound upon the parties hereto, their successors, assigns and legal representatives.

11. The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this contract is for any reason held to be contrary to law or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of the contract.

IN WITNESS WHEREOF, upon the majority vote of the governing bodies the respective parties hereunto set their hands this _____ day of _____, 20____.

ELLIS COUNTY


ELLIS COUNTY FRESH WATER SUPPLY DISTRICT #1

BY _____

BY  _____

Ellis County Judge

BY _____

BY  _____

Ellis County Tax Assessor-Collector