

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – MARCH 22, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON MONDAY, MARCH 22, 2021 AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE: TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

RANDY STINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2

OPENING COURT

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE – TODD LITTLE, COUNTY JUDGE

REGULAR AGENDA

ADMINISTRATIVE:

MINUTE ORDER 192.21 (1.1) APPROVING THE ELLIS COUNTY TAX ASSESSOR COLLECTOR SURETY BONDS, EFFECTIVE MARCH 22, 2021 THROUGH DECEMBER 31, 2022. – RICHARD ROZIER, TAX ASSESSOR

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

ADJOURNMENT **2:07 P.M.**

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

WORKSHOP 2:12 P.M.

MOTION TO OPEN WORKSHOP BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

1.1. CONDUCT A WORKSHOP SESSION TO DISCUSS PROPOSED AMENDMENTS THE COUNTY'S DEVELOPMENT REGULATIONS, THE ELLIS COUNTY QUALITY GROWTH INITIATIVES –

VOLUME I (SUBDIVISION & DEVELOPMENT STANDARDS), VOLUME II (DRAINAGE DESIGN MANUAL), AND VOLUME III (STANDARD CONSTRUCTION DETAILS), WHICH WERE LAST REVISED BY MINUTE ORDER NO. 378.19. THESE PROPOSED AMENDMENTS WILL PRIMARILY ADDRESS THE FOLLOWING: (1) UPDATES TO PROCESS EFFICIENCY, CLARIFICATION, CROSS-REFERENCING, AND COMPLY WITH UPDATES TO STATE LAW AND ATTORNEY GENERAL OPINIONS, (2) CREATE AND AMEND DRAINAGE REQUIREMENTS FOR STORM SEWER AND ROADSIDE WATER CONVEYANCE SYSTEMS, (3) CREATE A NEW SECTION FOR DEVELOPMENTS WITHIN SPECIAL PURPOSE DISTRICTS, INCLUDING LOT FRONTAGE, SET-BACK AND THOROUGHFARE-PLAN REQUIREMENTS, (4) AMEND AND UPDATE PAVEMENT STANDARDS, AND (5) OTHER CHANGES IN RELATED ARTICLES, SECTIONS, AND PARAGRAPHS; PROVIDING CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

ADJOURNMENT 3:23 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT SPECIAL MEETING ON MARCH 22, 2021 ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 6TH DAY OF APRIL 2021.

KRYSTAL VALDEZ, COUNTY CLERK

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – MARCH 23, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, MARCH 23, 2021 AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE: TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

RANDY STINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2

PAUL PERRY, COMMISSIONER, PCT. 3

OPENING COURT

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE – *PAUL PERRY, COMMISSIONER, PRECINCT 3*

CONSENT AGENDA:

MINUTE ORDER 193.21 APPROVING CONSENT AGENDA W/OUT A3

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, COUNTY TREASURER*
- A2 APPROVING COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM FEBRUARY 26, 2021; SPECIAL MEETING MINUTES FROM MARCH 9, 2021; REGULAR MEETING MINUTES FROM MARCH 9, 2021; AND SPECIAL MEETING MINUTES FROM MARCH 15, 2021. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3 MOVED TO REGULAR AGENDA BY COMMISSIONER GRAYSON
- A4 ACCEPTING THE CONTINUING EDUCATION HOURS FOR CHERYL CHAMBERS, ELLIS COUNTY TREASURER. – *CHERYL CHAMBERS, TREASURER*
- A5 ACCEPTING THE COUNTY AUDITOR'S QUARTERLY REPORT FOR Q1 FY2021 (OCTOBER – DECEMBER 2020). – *JANET MARTIN, COUNTY AUDITOR*
- A6 ACCEPTING THE APPLICATION FROM MARK HOPE FOR ESD #5. – *TIM BIRDWELL, FIRE MARSHAL*

- A7 ACCEPTING 2020 CONTINUING EDUCATION HOURS. – *RANDY STINSON, COMMISSIONER, PCT. 1*
- A8 ACCEPTING THE DEPARTMENT OF DEVELOPMENT’S MONTHLY FINANCIAL REPORT FOR FEBRUARY 2021. – *ALBERTO MARES, DEPARTMENT OF DEVELOPMENT*

FINANCIAL:

- F1 APPROVING PROPERTY TAX REFUNDS AS SUBMITTED BY THE ELLIS COUNTY TAX ASSESSOR COLLECTOR. – *JANET MARTIN, COUNTY AUDITOR*
- F2 ACCEPTING THE COUNTY AUDITOR’S MONTHLY REPORT FOR JANUARY 2021. – *JANET MARTIN, COUNTY AUDITOR*
- F3 ACCEPTING THE CASH AUDIT REPORTS FOR FEBRUARY 2021. – *JANET MARTIN, COUNTY AUDITOR*
- F4 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 009-0602-508070 OPERATING EXPENDITURES BY \$5,000.00; INCREASE 009-0602-509060 CULVERTS BY \$5,000.00. – *RANDY STINSON, COMMISSIONER, PRECINCT 1*
- F5 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 027-0927-508070 OPERATING EXPENDITURES BY \$1,289,250.00; INCREASE 027-0927-509151 ROAD DISTRICT 1 ALLOCATION PCT. 1 BY \$221,999.00; INCREASE 027-0927-509152 ROAD DISTRICT 1 ALLOCATION PCT. 2 BY \$431,047.00; INCREASE 027-0927-509153 ROAD DISTRICT 1 ALLOCATION PCT. 3 BY \$513,464.00; INCREASE 027-0927-509154 ROAD DISTRICT 1 ALLOCATION PCT. 4 BY \$122,740.00. – *JANET MARTIN, COUNTY AUDITOR*
- F6 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 028-0928-508070 OPERATING EXPENDITURES BY \$73,355.00; INCREASE 028-0928-509153 ROAD DISTRICT 5 ALLOCATION PCT. 3 BY \$15,395.00; INCREASE 028-0928-5091541 ROAD DISTRICT 5 ALLOCATION PCT. 4 BY \$57,960.00. – *JANET MARTIN, COUNTY AUDITOR*
- F7 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 029-0929-508070 OPERATING EXPENDITURES BY \$200,340.00; INCREASE 029-0929-509151 ROAD DISTRICT 16 ALLOCATION PCT 1 BY \$18,324.00; INCREASE 029-0929-509152 ROAD DISTRICT 16 ALLOCATION PCT 2 BY \$182,016.00. – *JANET MARTIN, COUNTY AUDITOR*
- F8 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 001-0010-509380 DWI WARRANT REVIEW BY \$1,309.17; INCREASE 001-0010-508030 FURNITURE/FIXTURES BY \$872.28; INCREASE 001-0010-508570 PERIPHERAL EXPENDITURES BY \$436.89 – *JANET MARTIN, COUNTY AUDITOR*
- F9 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 001-0015-508070 OPERATING EXPENSES BY \$664.80; INCREASE 001-0015-50802 EQUIPMENT BY \$664.80 – *BRAD NORMAN, SHERIFF*
- F10 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 001-0140-570000 CONTINGENCY-SURPLUS BY \$21,692.00; INCREASE 001-0015-508020 JAIL EQUIPMENT BY \$21,692.00 – *BRAD NORMAN, SHERIFF*
- F11 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 001-0060-508050 CONFERENCE BY \$800.00; INCREASE 001-0060-508060 DUES BY \$800.00 – *ALBERTO MARES, DOD*

- F12 **FY2020-21 LINE ITEM TRANSFER:** DECREASE 001-0050-508030 FURNITURE/FIXTURES BY \$500.00; INCREASE 001-0050-508090 AUTO REPAIRS BY \$500.00. – *MARK ARNOLD, DEPARTMENT OF AGRILIFE*
- F13 **FY2020-21 BUDGET AMENDMENT:** INCREASE 001-0375-409305 DAM REVENUE BY \$217,383.00; INCREASE 001-0375-509740 DAM PROJECTS EXPENDITURES BY \$239,643.00; DECREASE 001-0140-570000 CONTINGENCY – SURPLUS BY \$22,260.00. – *TED KANTOR, COUNTY ENGINEER*

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

REGULAR AGENDA

To A3

MINUTE ORDER 194.21 (A3) APPROVING THE ANNUAL REVIEW OF THE ELLIS COUNTY INVESTMENT POLICY. – *CHERYL CHAMBERS, COUNTY TREASURER*

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

RECESS REGULAR AGENDA

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

PUBLIC HEARING

MOTION TO OPEN PUBLIC HEARING BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

CONDUCT A PUBLIC HEARING TO AMEND THE COUNTY’S DEVELOPMENT REGULATIONS, THE ELLIS COUNTY QUALITY GROWTH INITIATIVES –
VOLUME I (SUBDIVISION & DEVELOPMENT STANDARDS), VOLUME II (DRAINAGE DESIGN MANUAL), AND VOLUME III (STANDARD CONSTRUCTION DETAILS), WHICH WERE LAST REVISED BY MINUTE ORDER NO. 378.19. THESE PROPOSED AMENDMENTS WILL PRIMARILY ADDRESS THE FOLLOWING: (1) UPDATES TO PROCESS EFFICIENCY, CLARIFICATION, CROSS-REFERENCING, AND COMPLY WITH UPDATES TO STATE LAW AND ATTORNEY GENERAL OPINIONS, (2) CREATE AND AMEND DRAINAGE REQUIREMENTS FOR STORM SEWER AND ROADSIDE WATER CONVEYANCE SYSTEMS,

(3) CREATE A NEW SECTION FOR DEVELOPMENTS WITHIN SPECIAL PURPOSE DISTRICTS, INCLUDING LOT FRONTAGE, SET-BACK AND THOROUGHFARE-PLAN REQUIREMENTS, (4) AMEND AND UPDATE PAVEMENT STANDARDS, AND (5) OTHER CHANGES IN RELATED ARTICLES, SECTIONS, AND PARAGRAPHS; PROVIDING CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

ADJOURN PUBLIC HEARING AND RECONVENE TO REGULAR AGENDA

MOTION TO ADJOURN AND RECONVENE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER STINSON,
MOTION CARRIED

MINUTE ORDER 195.21 (1.1) APPROVING TO AMEND THE ELLIS COUNTY QUALITY GROWTH INITIATIVES – VOLUME I (SUBDIVISION & DEVELOPMENT STANDARDS), VOLUME II (DRAINAGE DESIGN MANUAL), AND VOLUME III (STANDARD CONSTRUCTION DETAILS), WHICH WERE LAST REVISED BY MINUTE ORDER No. 378.19.

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

PURCHASING

MINUTE ORDER 196.21 (2.1) APPROVING THE COUNTY JUDGE TO EXECUTE A COOPERATIVE PURCHASING INTERLOCAL AGREEMENT WITH 1GOVERNMENT PROCUREMENT ALLIANCE (1GPA) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE CHAPTER 271.

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

MINUTE ORDER 197.21 (2.2) GRANTING AN EXEMPTION UNDER §262.024 OF THE LOCAL GOVERNMENT CODE, FROM THE BIDDING REQUIREMENTS OF §262.023 OF THE LOCAL GOVERNMENT CODE FOR THE PURCHASE OF PROPRIETARY ELECTION BALLOTS AND RELATED SERVICES FROM ELECTION SYSTEMS & SOFTWARE, LLC.

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

MINUTE ORDER 198.21 (2.3) APPROVING THE CONTRACT FOR ELECTION BALLOTS AND RELATED SERVICES ON AN AS-NEEDED BASIS FROM ELECTION SYSTEMS & SOFTWARE LLC UTILIZING THE EXEMPTION GRANTED UNDER §262.024 OF THE LOCAL GOVERNMENT CODE.

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

MINUTE ORDER 199.21 (2.4) APPROVING THE COUNTY JUDGE TO EXECUTE LEASES WITH AMERICAN NATIONAL LEASING FOR NINE (9) VEHICLES, UPON DELIVERY AND ACCEPTANCE OF EACH VEHICLE, FOR THE ELLIS COUNTY SHERIFF'S OFFICE IN AN AMOUNT NOT TO EXCEED \$144,000.00; PER BUYBOARD CONTRACT No. 601-19.

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

MINUTE ORDER 200.21 (2.5) APPROVING TO PURCHASE EQUIPMENT, MAINTENANCE SERVICES ON AN AS-NEEDED BASIS USING THE FOLLOWING COOPERATIVE CONTRACT: TEXAS ASSOCIATION OF SCHOOL BOARDS BUYBOARD COOPERATIVE CONTRACT: AMERICAN MECHANICAL SERVICES – CONTRACT 577-18 FOR HVAC, BOILER MAINTENANCE AND MECHANICAL SERVICES.

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

ADMINISTRATIVE

MINUTE ORDER 201.21 (3.1) APPROVING TO ENTER INTO A SERVICE AGREEMENT BETWEEN ELLIS COUNTY, TEXAS AND CASA OF ELLIS COUNTY FOR A MAX FEE OF \$25,000.00 PER 12-MONTH PERIOD. – *TODD LITTLE, COUNTY JUDGE*

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

MINUTE ORDER 202.21 (3.2) APPROVING TO SIGN THE ARTS RENEWAL AGREEMENT WITH TAC FOR PURPOSES OF 1094C AND 1095C REPORTING. – *THERESA TAYLOR, HUMAN RESOURCES*

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

NO ACTION (3.3) DISCUSSION AND UPDATE REGARDING THE ELLIS COUNTY VACCINATION HUB. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT*

MINUTE ORDER 203.21 (3.4) APPROVING TRIUMPH AEROSTRUCTURES, LLC'S REQUEST FOR CONSENT OF ASSIGNMENT TO ARLINGTON CAPITAL PARTNERS; REGARDING FIRST AMENDED AND RESTATED TAX ABATEMENT AGREEMENT, EFFECTIVE DECEMBER 18, 2012, BETWEEN THE COMPANY AND ELLIS COUNTY, TEXAS AS AMENDED BY PARTIAL ASSIGNMENT OF FIRST AMENDED AND RESTATED TAX ABATEMENT AGREEMENT, DATED MAY 26, 2020. – *TODD LITTLE, COUNTY JUDGE*

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

ADJOURNMENT **3:17 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT OF MARCH 23, 2021 ARE
HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

PAUL PERRY, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 6TH DAY OF APRIL 2021.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: March 25, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4

ADDRESS: 1011 Eastgate, Midlothian, Tx. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: April 6, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

(FOR CONSENT AGENDA)

Interlocal Cooperation Contract between County of Ellis and Waxahachie ISD, term agreement thru December 31, 2021

*

County Attorney Approval

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

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

WITNESSETH:

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

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

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

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

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2021 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

WAXAHACHIE ISD
 By: *[Signature]*
 Board President

Attest:
[Signature]
 ISD Administrator

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 Court 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: _____

COMMISSIONERS COURT AGENDA REQUEST

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

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

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

Management Report

Ellis County Fire Marshal

Fire Marshal Coordinator
Gloria Stroud

Tim Birdwell

For the period ended February 28, 2021



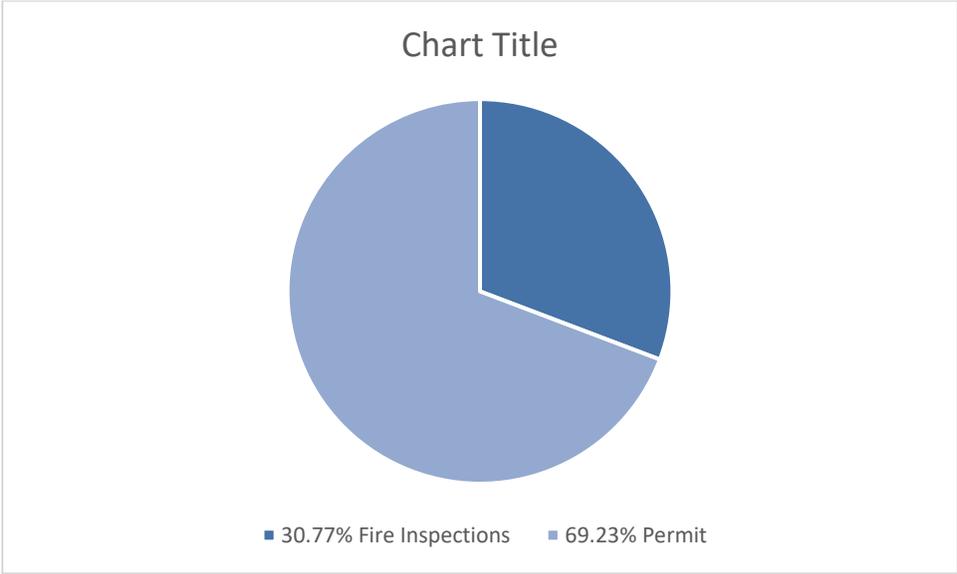
Prepared on
March 8, 2021

Profit and Loss

February 2021

	Total
INCOME	
Fire Inspections	
Inspection \$25	300.00
Inspection \$75	100.00
Inspection \$100	200.00
Total Fire Inspections	\$600.00
Permit	
Total Permit	\$1,350.00
Total Income	\$1,950.00
GROSS PROFIT	\$1,950.00
EXPENSES	
Total Expenses	
NET OPERATING INCOME	\$1,950.00
NET INCOME	\$1,950.00

Ellis County Fire Marshal Income by Category



%	Category	(\$) Amount
30.77%	Fire Inspections	600.00
69.23%	Permit	1,350.00
		1,950.00

Cash basis Monday, March 8, 2021 09:12 AM GMT-06:00

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



Ellis County Auditor's Office

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

Date: October 19, 2020

To: Tim Birdwell
Ellis County Fire Marshal

From: DeVonda Spurlock
Assistant Auditor – Cash Audits

Re: Audit of Fire Marshal's Receipts

During the month of September, our office has done a random audit of your office's cash receipt deposits that have been made with the Treasurer's office in accordance with Local Government Code 115.002. The dates that have been audited are September 1st, 18th, 24th and 30th. We have used the scanned documents from the Treasurer's office to review the Receipts for these dates. The following items were noted for the deposits made on September 18th:

- Treasurer's receipt amount balanced with the total of listed receipts.
- No missing receipts were noted for this deposit.
- There were 3 voided receipts noted for this deposit.
- Deposit was made in a timely manner with the Treasurer's office.

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

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

DeVonda Spurlock

DeVonda Spurlock
Assistant Auditor – Cash Audits

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

Please fill out this form completely:

DATE: March 29, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

Please place this item on consent if possible.

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 6, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Approval of freight Charges in the amount of \$ 1,540.22 for the WebEx equipment for the Justice of the Peace Precinct 1, Precinct 2, Precinct 3, and Precinct 4.

*
County Attorney Approval

Flair Data Systems
 2805 N DALLAS PKWY STE 240
 AP@FLAIRDATA.COM
 PLANO TX 75093
 CORPORATE OFFICE
 (214) 373-6699



Invoice	82517
Date	3/8/2021
Page	1

AUSTIN
 (512) 342-9990

DENVER
 (303) 904-2700

TYLER
 (903) 852-2033

FT. WORTH
 (817) 966-2991

COLORADO SPRINGS
 (719) 325-1200

Bill To:

ELLIS COUNTY
 A/P - TERAL CRAWFORD
 109 S JACKSON ST
 WAXAHACHIE TX 75165

Ship To:

ELLIS COUNTY
 DARIN JACKSON
 300 S JACKSON ST
 WAXAHACHIE TX 75165

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Order Date	Order	
21-000829	5750	44 MORGAN - 1ST	DROP SHIP - GRD	NET 30	2/17/2021	109430	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
4	4	0	CS-BOARD55S-G-K9 WZS2423E00W WZS2423E047 WZS2423E00M WZS2423E00E	Cisco Webex Board 55S (GPL)	\$0.00	\$12,446.56	\$49,786.24
4	4	0	CON-SSSNT-CBOAR55G WZS2423E00E WZS2423E00M WZS2423E00W WZS2423E047	SOLN SUPP 8X5XNBD Cisco Webex Board	\$0.00	\$3,268.67	\$13,074.68
4	4	0	AVT-487A01-CSB55 SO119965220	DYNAMIQ MOBILE MCART HEIGHT ADJ, i	\$0.00	\$1,835.01	\$7,340.02

Teral L Crawford
 3-19-2021
 I.T. Director
 ✓ 001-0135-508020
 ✓ PO# 21-000829

RECEIVED
 MAR 19 2021
 ELLIS COUNTY AUDITOR

APPROVED FOR PAYMENT
 ELLIS COUNTY AUDITOR

MAR 22 2021

EXCEPTION _____

Subtotal	\$70,200.94
Misc	\$0.00
Tax	\$0.00
Freight	\$1,540.22
Trade Discount	\$0.00
Total	✓ \$71,741.16

PLEASE REMIT TO:
 2805 N. DALLAS PKWY, SUITE 240, PLANO, TX 75093

A portion of your freight charges may include inbound freight.

CONDITIONS OF SALE:
 1. A 15% RESTOCKING CHARGE WILL BE ADDED TO ALL RETURN MATERIAL TICKETS.
 2. Claims on error, damage, and shortage must be reported upon delivery.
 3. COPY OF INVOICE MUST ACCOMPANY ANY RETURNS.
 4. Sales tax charge on all shipments unless exemption certificate on file.
 5. This purchase is payable in Dallas, Dallas County, Texas.
 6. Accounts not paid in full by the due date are subject to 2% monthly or 24% per year on the unpaid balance.



**ELLIS COUNTY
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115
FAX: (972) 825-5119

**PURCHASE ORDER
PAGE NO. 1**

No. 21-000829

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 02/19/2021

VENDOR NO: 06420

SHIP TO: INFORMATION TECHNOLOGY
109 S. JACKSON ST
WAXAHACHIE, TX 75165

VENDOR: FLAIR DATA SYSTEMS
2805 N DALLAS PARKWAY #240
PLANO TX 75093

CONTRACT #:

REQUIRED DATE		SHIP VIA		F.O.B.		TERMS		BUYER	
02/19/2021		BESTWAY		SHIPPING		NET30		EJ HARBIN	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION				UNIT COST	EXTENSION	
1	1.00	EA	Cisco WebEx Boards for 4 JP's 001-0135-508020				\$71,741.16	\$71,741.16	
							TOTAL	\$ 71,741.16	

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

SUBMIT ALL CLAIMS FOR PAYMENTS BY
EMAIL: accountspayable@co.ellis.tx.us
OR
US MAIL: Ellis County
Accounts Payable Department
109 S. Jackson St.
Waxahachie, TX 75165
FAX: (972) 825-5124

By:

PURCHASING AGENT

STANDARD PURCHASING TERMS AND CONDITIONS set forth in the Ellis County official website, solicitation or quotation, are incorporated herein by reference and become a part of this order.

PURCHASE ORDER NUMBER MUST APPEAR ON YOUR INVOICE



**ELLIS COUNTY
PURCHASING DEPARTMENT**

**PURCHASE ORDER
PAGE NO. 1**

PHONE: (972) 825-5115
FAX: (972) 825-5119

No. 21-000829

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INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 02/19/2021

VENDOR NO: 06420

VENDOR: FLAIR DATA SYSTEMS
2805 N DALLAS PARKWAY #240
PLANO TX 75093

SHIP TO: INFORMATION TECHNOLOGY
109 S. JACKSON ST
WAXAHACHIE, TX 75165

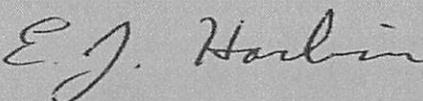
CONTRACT #:

REQUIRED DATE	SHIP VIA	F.O.B.	TERMS	BUYER	
02/19/2021	BESTWAY	SHIPPING	NET30	EJ HARBIN	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	1.00	EA	Cisco WebEx Boards for 4 JP's 001-0135-508020	\$71,741.16	\$71,741.16
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OR
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PURCHASING

- 2.1 Consideration, discussion and approval for the County Judge to execute lease agreements with Bancorp South for (1) 2021 Ford F250 Pickup Truck for the AgriLife Extension Department and (1) 2020 GMC Sierra 1500 4 Wheel Drive Pickup Truck. for the Purchasing Department. The leases will be for 4 years.
- 2.2 Consideration, discussion and approval to purchase four (4) Cisco Webex Board's for Justice of the Peace Precinct 1, Precinct 2, Precinct 3, and Precinct 4 in an amount of \$70,200.94 using DIR-TSO-2542 with Flair Data Systems, Inc.
- 2.3 Consideration, discussion and approval to purchase two (2) 2022 Mack MD 7 Dump Trucks for Road and Bridge Precinct 3 in an amount of \$177,244.42 using HGAC Buy Contract # HT06-20 with Grande Truck Center.
- 2.4 Consideration, discussion and approval for the award of Bid Number RFB 2020-022 - Contract for Wholesale Gas & Diesel - to Avenue Fuel Distributors.
- 2.5 Consideration, discussion and approval to renew the following bid RFP-2019-008 Disaster Debris Removal, Reduction, Disposal and other Emergency Debris Related Services with D&J Enterprises, Inc and Crowder Gulf, for a one-year period January 26, 2021 to January 25, 2022.
- 2.6 Consideration, discussion and approval for the award of Bid Number RFB 2020-002 – Contract for Specialty Emulsions to Wright Asphalt Products Company LLC.

ADMINISTRATIVE

- 3.1 Consideration, discussion and approval of the appointment of Michael V. Greenlee to the Ellis County Rural Rail Transportation District Board for a 2-year term. – *Randy Stinson, Ellis County Commissioner Pct.1*
- 3.2 Consideration, discussion and approval of the necessary funds from the General Fund for the replacement of one tilt skillet in the jail kitchen. The current skillet is over 11 years old and is inoperable. The skillet is necessary for the preparation of inmate food on a daily basis. The cost is \$21,692.00. – *County Sheriff, Brad Norman*
- 3.3 Consideration, discussion and approval for the TEEX Memorandum of Agreement to be signed. This agreement allows Ellis County Sheriff's Office to hold its Detention Officer's physical skills course that is required to attain their Jailer license through TCOLE. This agreement is a renewal. The original MOA was signed in January of 2011. - *County Sheriff, Brad Norman*
- 3.4 Consideration, discussion and approval to fill the vacancy of Constable Pct.2 via appointment, pursuant to Tex. Loc. Gov't Code § 87.041(a)(10). – *County Judge, Todd Little*

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

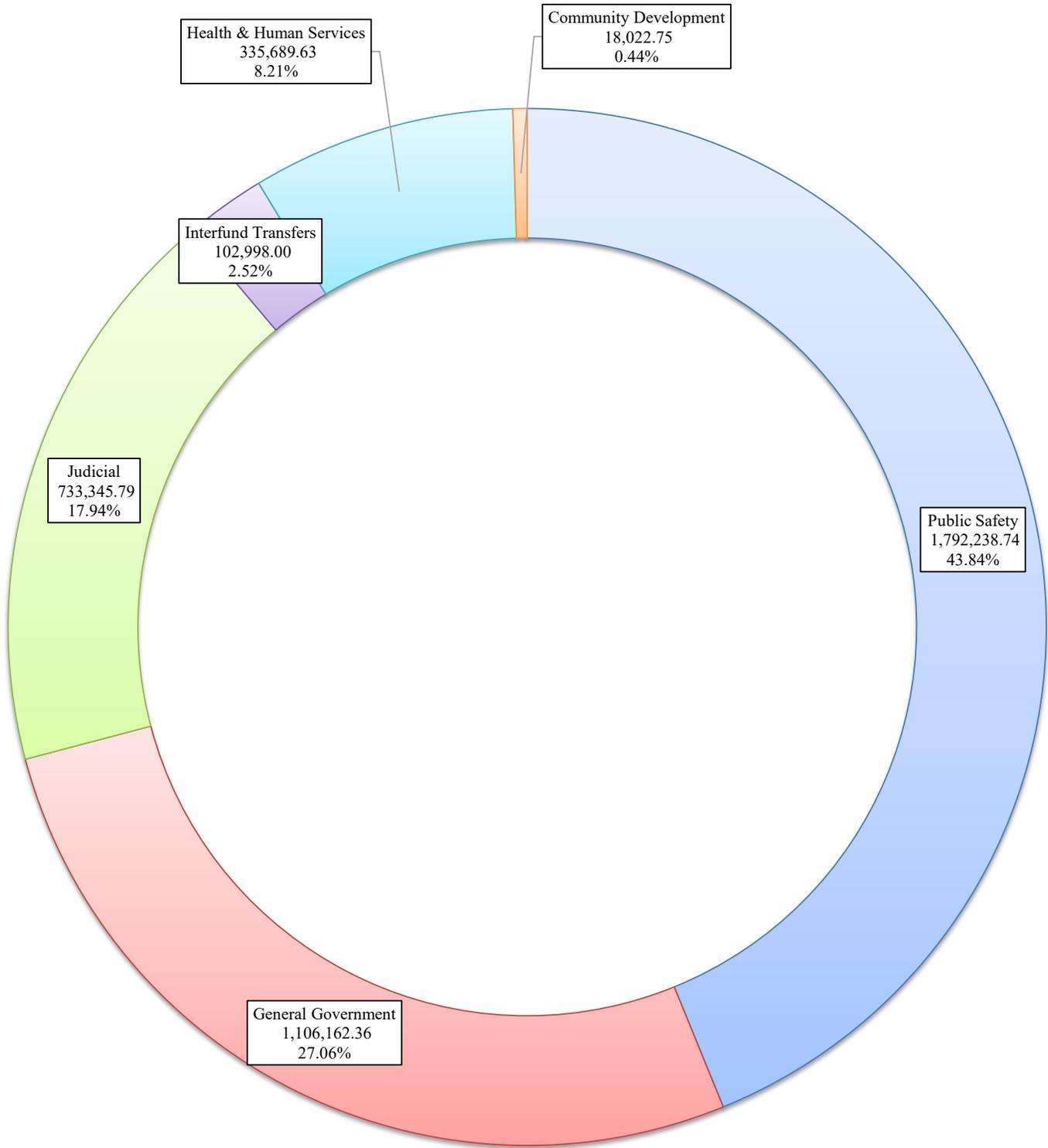
PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

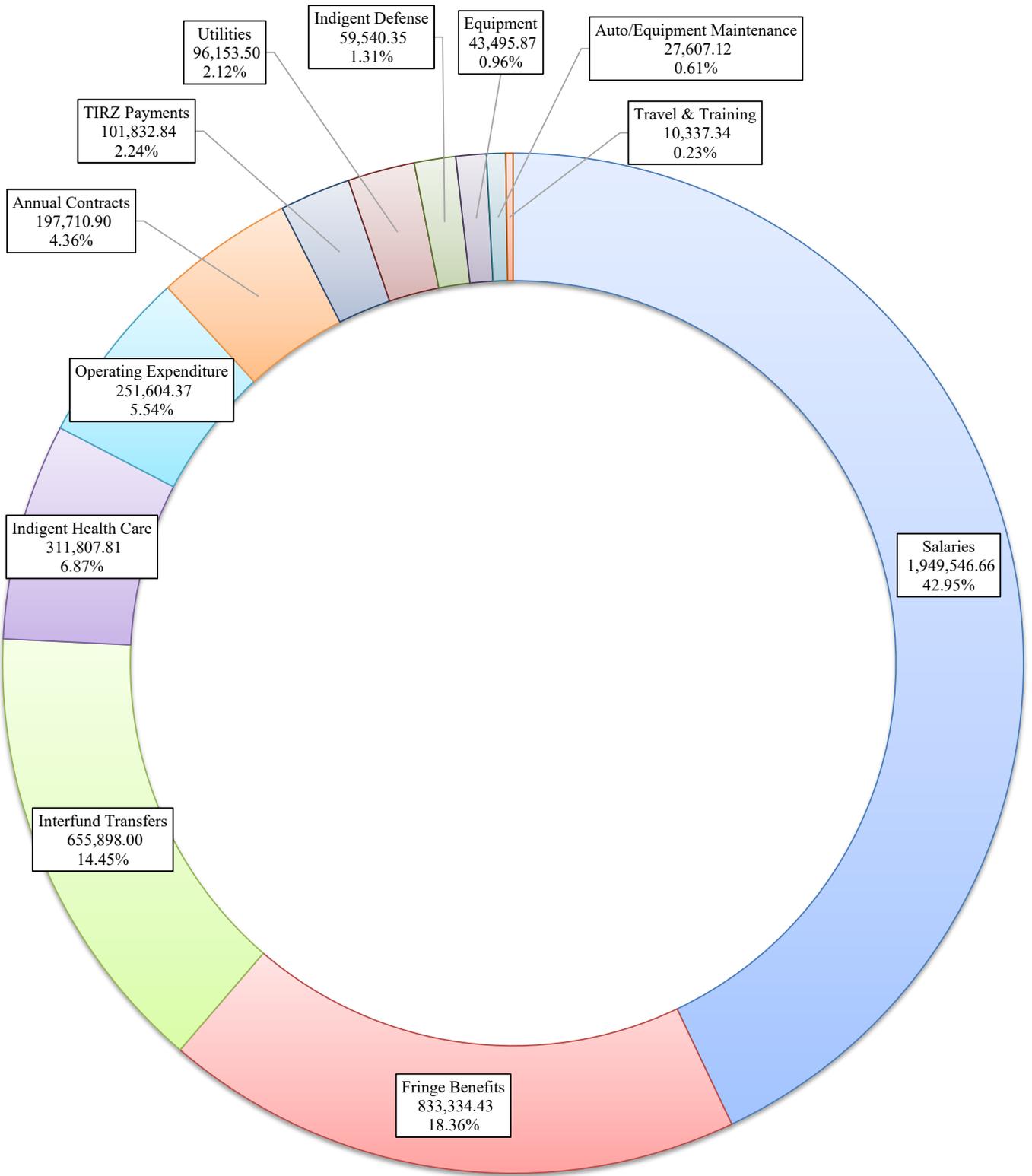
* _____
County Attorney Approval

**Statement of Revenues, Expenditures, and changes in Fund Balance
February 2021**

	General Fund	R&B #1	R&B #2	R&B #3	R&B #4	F/M #1	F/M #2	F/M #3	F/M #4
REVENUES									
Property Taxes	\$ 13,295,238.55	\$ 204,713.73	\$ 204,713.73	\$ 204,713.73	\$ 204,713.73	\$ 370,068.11	\$ 370,068.11	\$ 370,068.11	\$ 370,068.11
Mixed Beverage Taxes	-	-	-	-	-	-	-	-	-
License and permits	-	-	-	-	-	-	-	-	-
Fines & Fees	350,915.63	29,665.59	29,665.59	29,665.57	45,161.28	-	-	-	-
Charges for Services	3,031.20	-	-	-	-	-	-	-	-
Grant Revenue	-	-	-	-	-	5,317.00	-	-	-
Intergovernmental	54,084.46	-	-	-	-	-	-	-	-
Investment income	9,161.77	129.62	106.53	85.10	95.88	138.13	51.61	90.24	111.97
Miscellaneous	16,895.93	-	258.70	-	-	-	-	-	-
Total Revenues	<u>13,729,327.54</u>	<u>234,508.94</u>	<u>234,744.55</u>	<u>234,464.40</u>	<u>249,970.89</u>	<u>375,523.24</u>	<u>370,119.72</u>	<u>370,158.35</u>	<u>370,180.08</u>
EXPENDITURES									
General Government	1,106,162.36	-	-	-	-	-	-	-	-
Public Safety	1,792,238.74	-	-	-	-	-	-	-	-
Judicial	733,345.79	-	-	-	-	-	-	-	-
Community Development	18,022.75	-	-	-	-	-	-	-	-
Infrastructure and Environmental	-	72,381.66	80,356.29	87,408.76	78,325.99	34,246.88	111,872.41	35,788.32	243,183.61
Health and Human Services	335,689.63	-	-	-	-	-	-	-	-
Corrections & Rehabilitation	-	-	-	-	-	-	-	-	-
Debt Service	12,393.00	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	<u>3,997,852.27</u>	<u>72,381.66</u>	<u>80,356.29</u>	<u>87,408.76</u>	<u>78,325.99</u>	<u>34,246.88</u>	<u>111,872.41</u>	<u>35,788.32</u>	<u>243,183.61</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>9,731,475.27</u>	<u>162,127.28</u>	<u>154,388.26</u>	<u>147,055.64</u>	<u>171,644.90</u>	<u>341,276.36</u>	<u>258,247.31</u>	<u>334,370.03</u>	<u>126,996.47</u>
OTHER FINANCING SOURCES (USES)									
Issuance of Long Term Debt	-	-	-	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Operating Transfers In	-	19,500.00	19,500.00	19,500.00	19,500.00	-	-	-	-
Operating Transfers Out	(102,998.00)	-	-	-	-	-	-	-	-
Total other financing sources (uses)	<u>(102,998.00)</u>	<u>19,500.00</u>	<u>19,500.00</u>	<u>19,500.00</u>	<u>19,500.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	9,628,477.27	181,627.28	173,888.26	166,555.64	191,144.90	341,276.36	258,247.31	334,370.03	126,996.47
FUND BALANCE, BEGINNING	<u>50,250,247.89</u>	<u>2,152,110.90</u>	<u>1,744,027.04</u>	<u>1,333,975.16</u>	<u>1,598,336.55</u>	<u>2,294,334.09</u>	<u>915,553.24</u>	<u>1,570,624.96</u>	<u>1,954,452.08</u>
PRIOR PERIOD ADJUSTMENT		-							
FUND BALANCE, ENDING	<u>\$ 59,878,725.16</u>	<u>\$ 2,333,738.18</u>	<u>\$ 1,917,915.30</u>	<u>\$ 1,500,530.80</u>	<u>\$ 1,789,481.45</u>	<u>\$ 2,635,610.45</u>	<u>\$ 1,173,800.55</u>	<u>\$ 1,904,994.99</u>	<u>\$ 2,081,448.55</u>



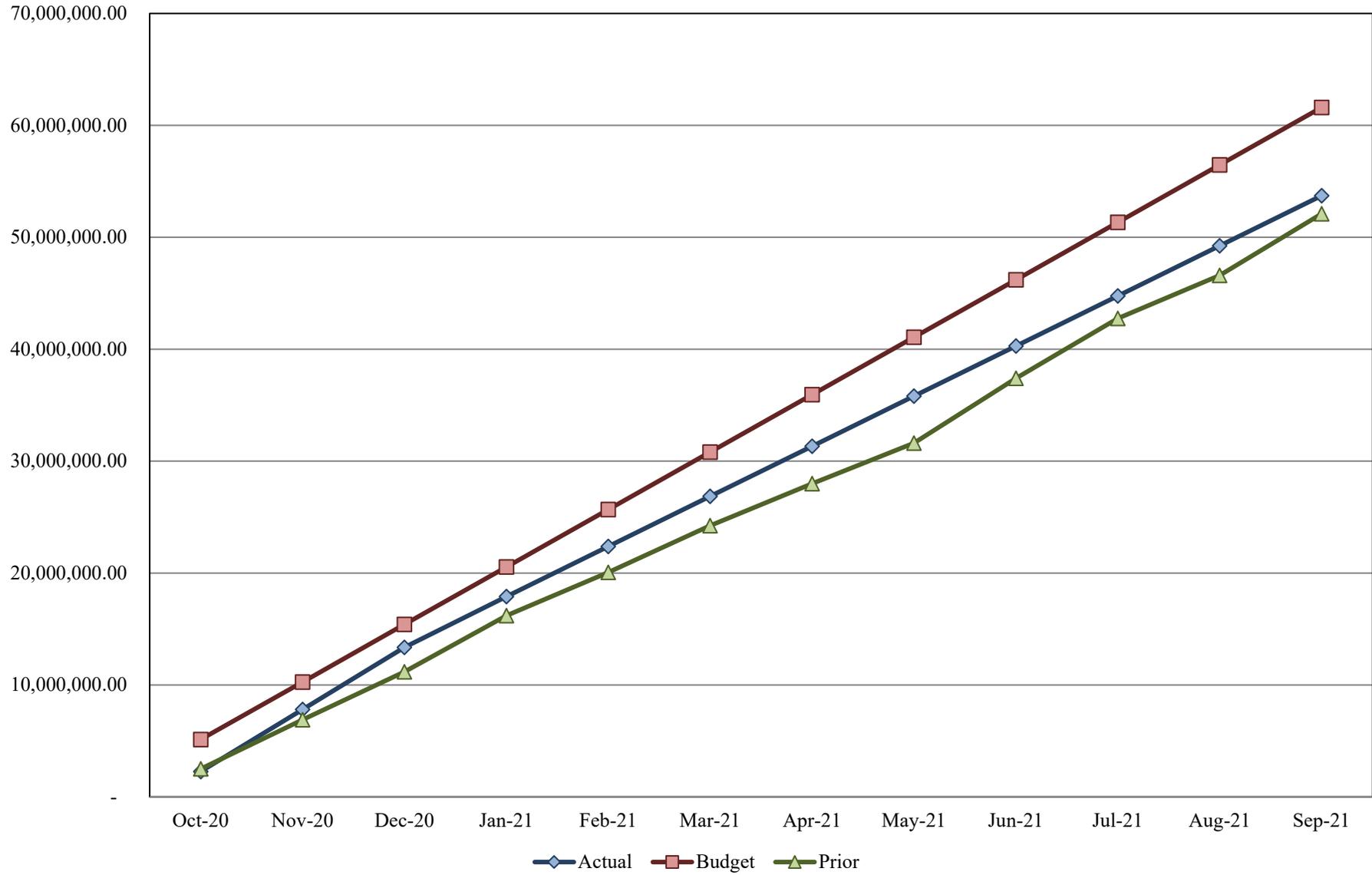
Ellis County
January 2021 Expenditures
General Fund



Ellis County
 January 2021 Expenditures
 General Fund

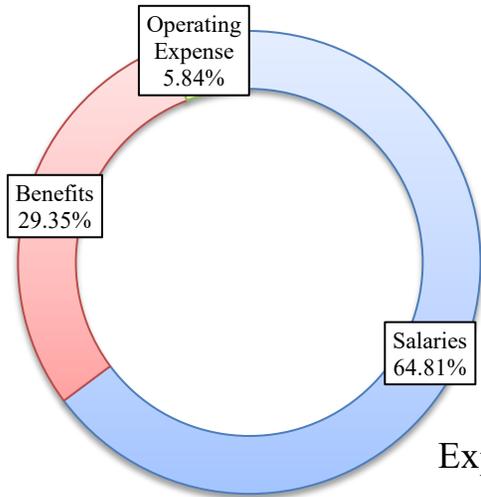
General Fund

Expenditure Projection FY2021

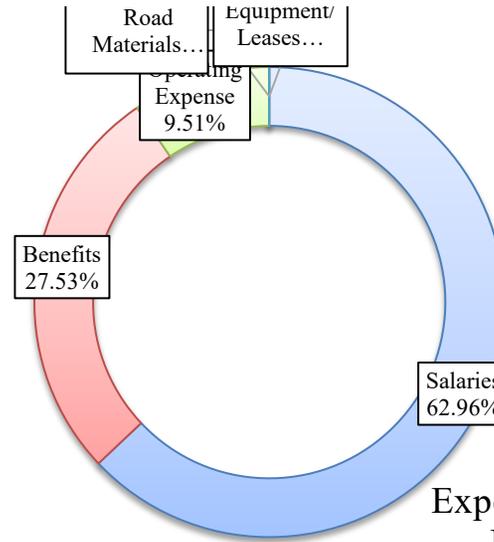


Road & Bridge Expenditure Summary - February 2021

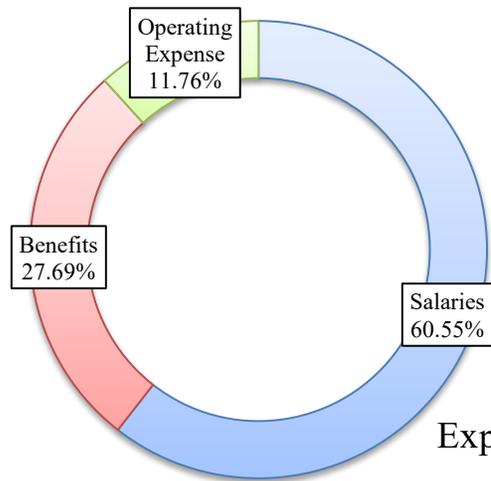
	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 46,908.35	\$ 50,590.60	\$ 52,926.19	\$ 52,729.14
Benefits	21,243.83	22,123.70	24,205.60	23,744.84
Operating Expense	4,229.48	7,641.99	10,276.97	1,852.01
Road Materials	-	-		-
Equipment/Leases	-	-	-	-
	\$ 72,381.66	\$ 80,356.29	\$ 87,408.76	\$ 78,325.99



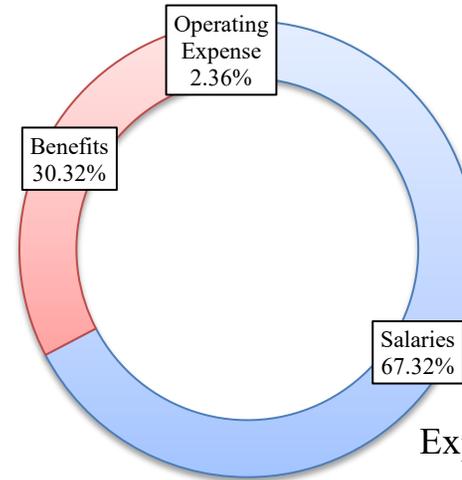
R&B 1
Expenditure Summary
February 2021
\$72,381.66



R&B 2
Expenditure Summary
February 2021
\$80,356.29



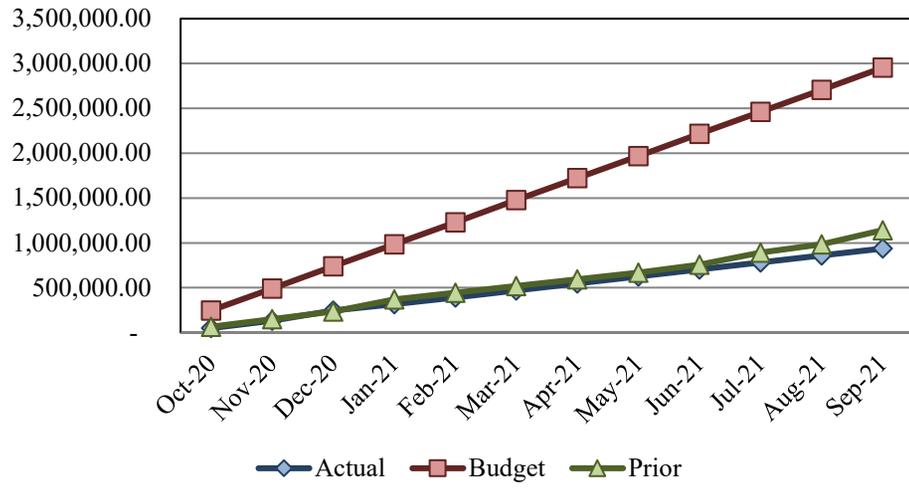
R&B 3
Expenditure Summary
February 2021
\$87,408.76



R&B 4
Expenditure Summary
February 2021
\$78,325.99

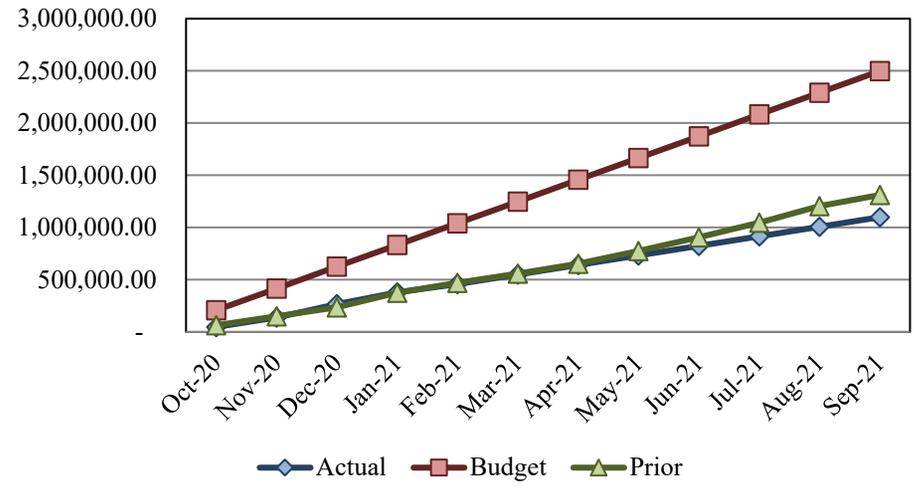
Road & Bridge Pct. #1

Expenditure Projection FY2021



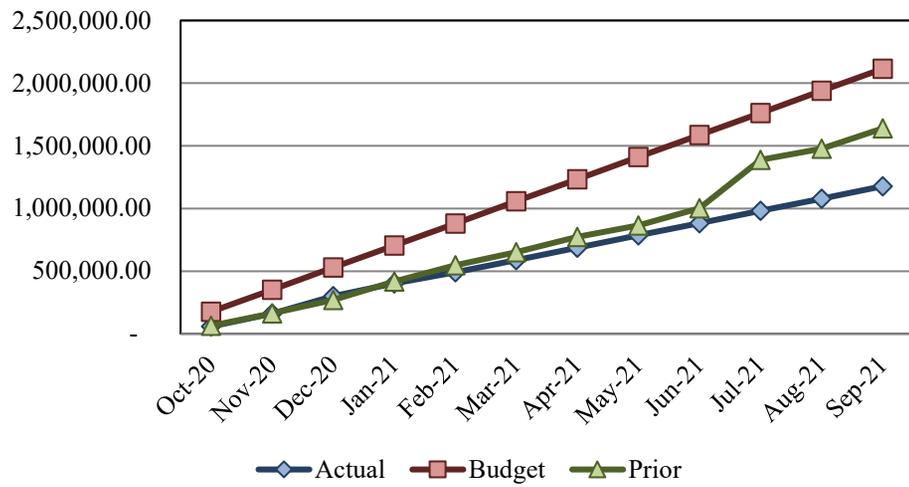
Road & Bridge Pct. #2

Expenditure Projection FY2021



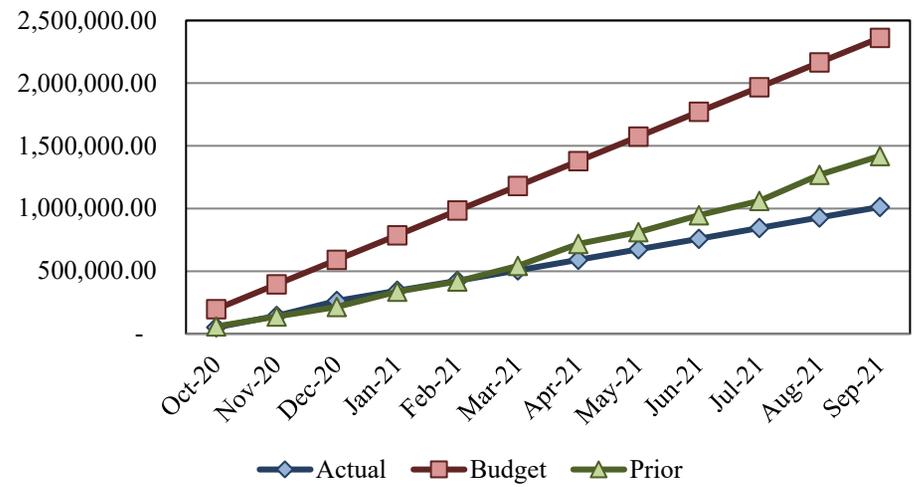
Road & Bridge Pct. #3

Expenditure Projection FY2021



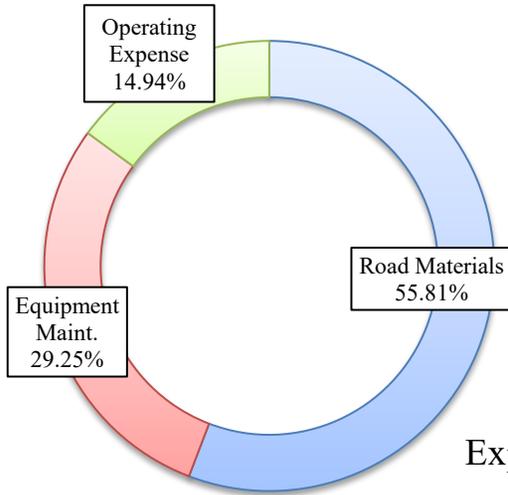
Road & Bridge Pct. #4

Expenditure Projection FY2021

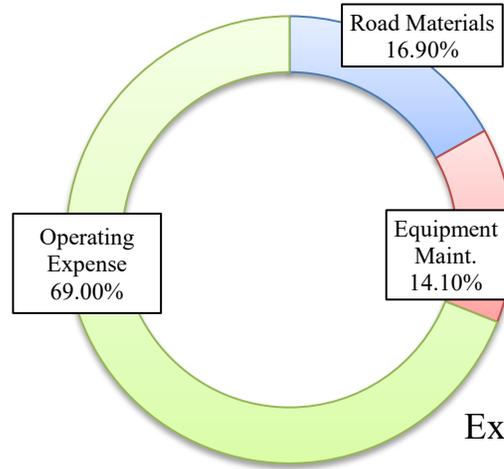


Farm to Market Expenditure Summary - February 2021

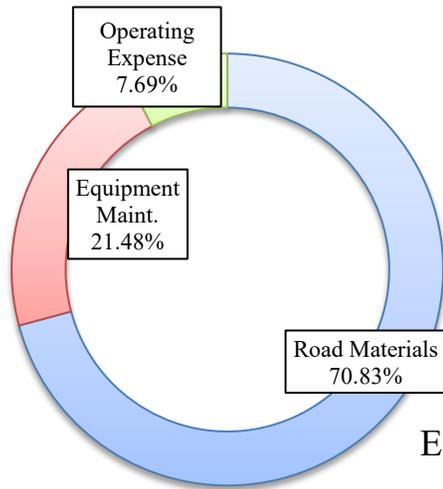
	F/M #1	F/M #2	F/M #3	F/M #4
Road Materials	\$ 19,113.07	\$ 18,902.21	\$ 21,817.97	\$ 1,618.50
Equipment Maint.	10,018.78	15,778.66	6,616.95	27,909.80
Operating Expense	5,115.03	77,191.54	2,368.40	144,861.31
Equipment/Leases	-	-	4,985.00	68,794.00
	\$ 34,246.88	\$ 111,872.41	\$ 35,788.32	\$ 243,183.61



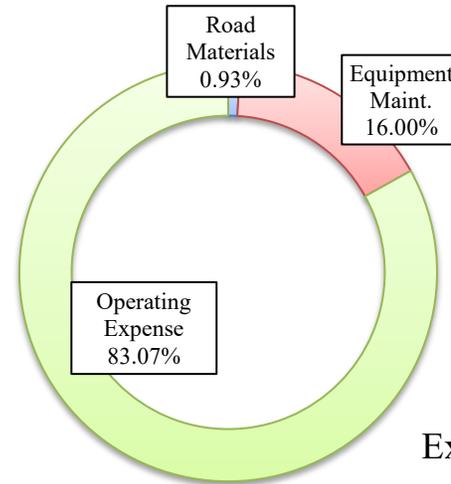
F/M 1
Expenditure Summary
February 2021
\$34,246.88



F/M 2
Expenditure Summary
February 2021
\$111,872.41



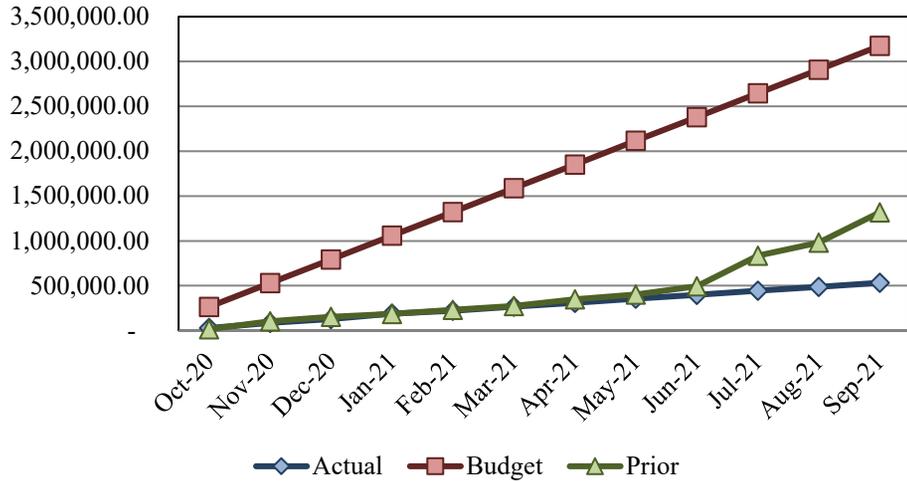
F/M 3
Expenditure Summary
February 2021
\$35,788.32



F/M 4
Expenditure Summary
February 2021
\$243,183.61

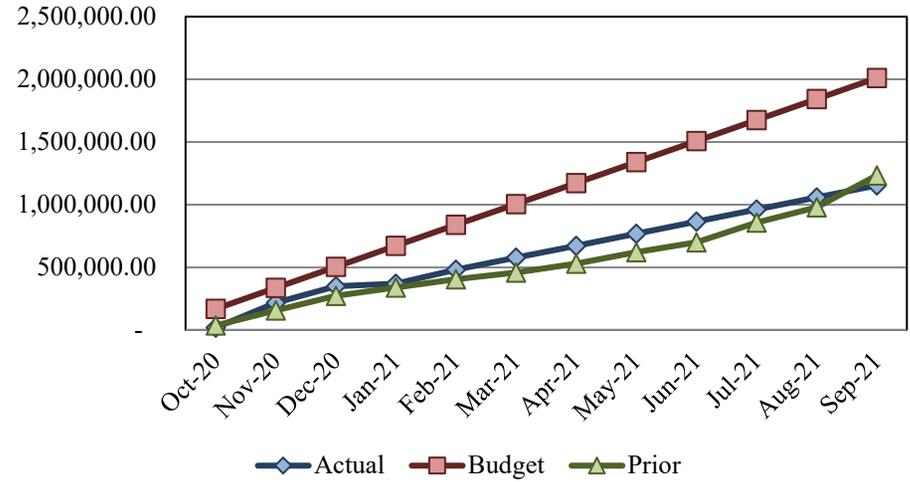
Farm to Market Pct. #1

Expenditure Projection FY2021



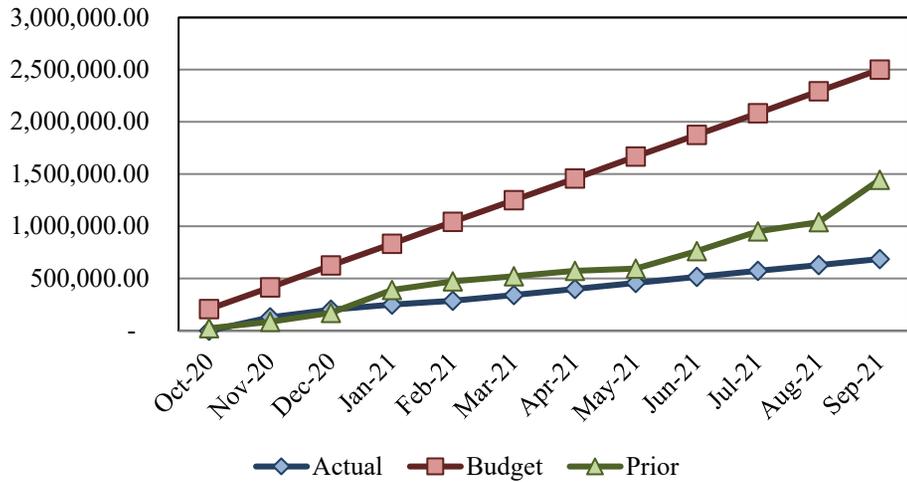
Farm to Market Pct. #2

Expenditure Projection FY2021



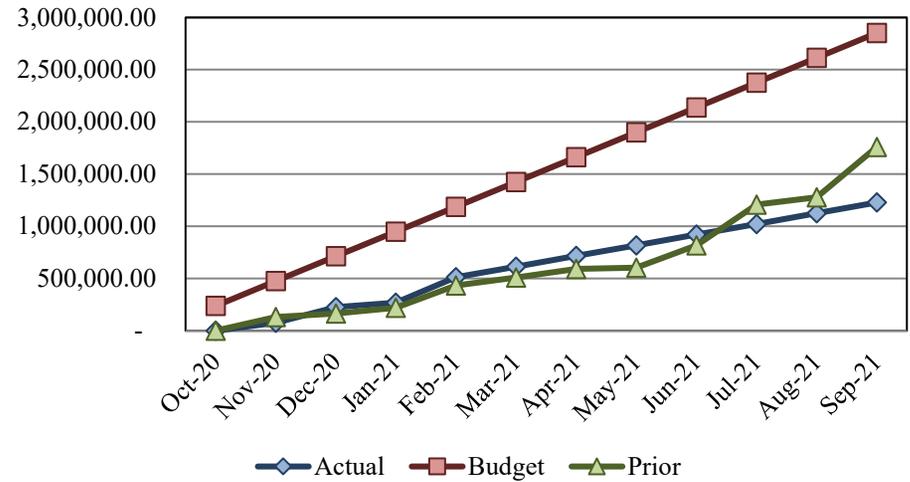
Farm to Market Pct. #3

Expenditure Projection FY2021



Farm to Market Pct. #4

Expenditure Projection FY2021



Ellis County Auditor's Report
February 2021
Fiscal Year 2021

Benchmark for 5 Months = 41.67%

	<u>FY2021</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 2/28/2021</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>General Fund Revenues</i>					
NON-DEPARTMENTAL	53,842,144	45,443,708	84.40%	45,111,763	0.74%
DEPARTMENT OF DEVELOPMENT	420,000	280,752	66.85%	197,683	42.02%
COVID 19 REVENUES	1,000,000	2,768,744	276.87%	-	N/A
ELECTIONS	419,070	189,712	45.27%	51,252	270.16%
PURCHASING	1,500	5,400	360.00%	-	N/A
DISTRICT CLERK	819,550	275,385	33.60%	363,378	-24.22%
COUNTY CLERK	1,785,950	713,022	39.92%	746,060	-4.43%
SHERIFF REVENUES	265,000	97,553	36.81%	105,207	-7.28%
COUNTY ATTORNEY	101,894	23,802	23.36%	45,781	-48.01%
TAX COLLECTOR	1,560,612	564,218	36.15%	113,799	395.80%
CIVIL ENGINEER	213,354	18,454	8.65%	15	122928.40%
COUNTY COURT AT LAW #1	175,000	44,776	25.59%	44,941	-0.37%
COUNTY TREASURER	150	103	68.67%	12	758.33%
JUSTICE OF THE PEACE PCT. 1	158,300	82,122	51.88%	62,070	32.30%
JUSTICE OF THE PEACE PCT. 2	306,375	124,110	40.51%	115,380	7.57%
JUSTICE OF THE PEACE PCT. 3	154,325	57,838	37.48%	60,023	-3.64%
JUSTICE OF THE PEACE PCT. 4	192,325	61,229	31.84%	87,790	-30.26%
CONSTABLE PCT. 1	40,050	7,170	17.90%	18,476	-61.19%
CONSTABLE PCT. 2	57,500	20,664	35.94%	27,422	-24.64%
CONSTABLE PCT. 3	42,500	10,747	25.29%	16,844	-36.20%
CONSTABLE PCT. 4	45,000	13,607	30.24%	29,247	-53.48%
BUDGETED FUND BALANCE	-	-	N/A	-	N/A
	61,600,599	50,803,115	82.47%	47,197,141	7.64%
<i>General Fund Expenditures</i>					
SHERIFF	11,322,387	4,333,847	38.28%	4,122,864	5.12%
JAIL	10,700,266	3,870,108	36.17%	4,755,453	-18.62%
MAINTENANCE	779,760	315,934	40.52%	244,886	29.01%
COUNTY AUDITOR	997,988	405,461	40.63%	281,436	44.07%
INFORMATION TECHNOLOGY	756,440	217,858	28.80%	205,247	6.14%
TEXAS A&M AGRILIFE EXTENSIONS	254,419	91,232	35.86%	90,467	0.85%
DEPARTMENT OF DEVELOPMENT	956,279	348,240	36.42%	350,623	-0.68%
VETERANS SERVICE OFFICER	124,370	47,382	38.10%	45,075	5.12%
COMMISSIONERS	503,365	198,545	39.44%	201,871	-1.65%
COURT REPORTER	-	-	N/A	24,400	-100.00%
ACCOUNTS PAYABLE	-	-	N/A	69,779	-100.00%
INDIGENT HEALTH CARE	3,145,949	1,328,868	42.24%	193,503	586.74%
MENTAL HEALTH JUV EXP	26,000	7,950	30.58%	7,650	3.92%
COVID 19 EXPENDITURES	1,000,000	102,310	10.23%	-	N/A
FEMA PA - VACCINE DISTRIBUTION	-	2,462	N/A	-	N/A
NON-DEPARTMENTAL	8,564,164	1,957,830	22.86%	1,384,773	41.38%
LEASE PAYMENTS	1,010,787	611,125	60.46%	1,000,000	-38.89%
STATE MANDATED INDIGENT LEGAL	2,200,000	585,811	26.63%	860,641	-31.93%
COMMUNITY SUPERVISION & CORREC	-	-	N/A	360	-100.00%
40TH JUDICIAL DISTRICT COURT	240,648	84,786	35.23%	84,959	-0.20%
378TH JUDICIAL DISTRICT COURT	235,626	94,147	39.96%	77,214	21.93%
443RD JUDICIAL DISTRICT COURT	242,310	83,913	34.63%	83,994	-0.10%
INDIGENT DEFENSE	97,867	44,167	45.13%	47,779	-7.56%
ELECTIONS	1,181,629	648,121	54.85%	367,114	76.54%
PURCHASING	396,414	152,472	38.46%	105,585	44.41%
<i>General Fund Expenditures (Continued)</i>					
DISTRICT CLERK	1,113,674	425,785	38.23%	413,833	2.89%

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COUNTY CLERK	1,140,160	417,274	36.60%	420,083	-0.67%
HIGHWAY PATROL	127,041	48,847	38.45%	50,491	-3.26%
COUNTY ATTORNEY	4,338,359	1,614,558	37.22%	1,537,857	4.99%
TAX COLLECTOR	1,231,638	445,280	36.15%	450,446	-1.15%
CIVIL ENGINEER	804,488	239,212	29.73%	234,079	2.19%
COUNTY COURT AT LAW #1	461,270	170,055	36.87%	174,335	-2.46%
COUNTY COURT AT LAW #2	472,931	161,858	34.22%	145,761	11.04%
COUNTY COURT AT LAW #3	341,295	49,091	14.38%	-	N/A
COUNTY JUDGE	386,256	124,297	32.18%	150,833	-17.59%
COUNTY TREASURER	297,747	113,873	38.25%	113,619	0.22%
JUVENILE SERVICES	-	-	0.00%	452,306	-100.00%
JUVENILE DETENTION	-	-	0.00%	98,908	-100.00%
JUVENILE JJAEP	-	-	0.00%	-	N/A
HUMAN RESOURCES AND SERVICES	294,384	108,696	36.92%	102,131	6.43%
EMERGENCY MANAGEMENT	211,905	76,942	36.31%	70,002	9.91%
FIRE MARSHAL	500,765	188,152	37.57%	192,097	-2.05%
JUSTICE OF THE PEACE PCT.1	309,531	115,950	37.46%	117,066	-0.95%
JUSTICE OF THE PEACE PCT.2	429,843	165,373	38.47%	169,227	-2.28%
JUSTICE OF THE PEACE PCT.3	296,206	113,904	38.45%	115,143	-1.08%
JUSTICE OF THE PEACE PCT.4	309,535	115,934	37.45%	120,516	-3.80%
CONSTABLE PCT.1	208,265	75,380	36.19%	75,570	-0.25%
CONSTABLE PCT.2	289,685	104,182	35.96%	104,766	-0.56%
CONSTABLE PCT.3	202,200	75,499	37.34%	77,232	-2.24%
CONSTABLE PCT.4	204,399	71,847	35.15%	75,902	-5.34%
INTERFUND TRANSFERS	2,892,354	1,452,058	50.20%	-	N/A
	61,600,599	22,006,615	35.72%	20,067,874	9.66%
<i>Revenues Over/(Under) Expenditures</i>	-	28,796,500		27,129,267	
<i>Road & Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	2,953,746	1,000,847	33.88%	1,059,176	-5.51%
ROAD & BRIDGE PCT. 2	2,498,745	1,023,827	40.97%	1,028,972	-0.50%
ROAD & BRIDGE PCT. 3	2,114,788	1,028,372	48.63%	1,183,131	-13.08%
ROAD & BRIDGE PCT. 4	2,361,275	1,037,226	43.93%	1,028,208	0.88%
	9,928,554	4,090,272	41.20%	4,299,488	-4.87%
<i>Road & Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	2,953,746	390,284	13.21%	445,271	-12.35%
ROAD & BRIDGE PCT. 2	2,498,745	457,908	18.33%	469,324	-2.43%
ROAD & BRIDGE PCT. 3	2,114,788	490,593	23.20%	546,919	-10.30%
ROAD & BRIDGE PCT. 4	2,361,275	421,606	17.86%	416,796	1.15%
	9,928,554	1,760,391	17.73%	1,878,310	-6.28%
<i>Revenues Over/(Under) Expenditures</i>	-	2,329,881		2,421,177	

<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	3,174,178	1,269,570	40.00%	1,279,875	-0.81%
FARM TO MARKET 2	2,011,183	1,260,477	62.67%	1,267,156	-0.53%
FARM TO MARKET 3	2,501,621	1,260,764	50.40%	1,285,402	-1.92%
FARM TO MARKET 4	2,852,076	1,423,242	49.90%	1,289,497	10.37%
	10,539,058	5,214,053	49.47%	5,121,929	1.80%
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	3,174,178	221,785	6.99%	229,554	-3.38%

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	<u>FY2021</u> <u>Budget</u>	<u>YTD</u> <u>Rev/Exp as</u> <u>of 2/28/2021</u>	<u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
FARM TO MARKET 2	2,011,183	480,539	23.89%	405,041	18.64%
FARM TO MARKET 3	2,501,621	286,437	11.45%	472,668	-39.40%
FARM TO MARKET 4	2,852,076	511,907	17.95%	434,017	17.95%
	10,539,058	1,500,668	14.24%	1,541,280	-2.63%
<i>Revenues Over/(Under) Expenditures</i>	-	3,713,385		3,580,650	

<i>Interest & Sinking Funds - Revenues</i>					
SERIES 16 INTEREST & SINKING	3,487,809	3,278,526	94.00%	4,679,084	-29.93%
SERIES 1993 INTEREST & SINKING	-	-	N/A	-	N/A
	3,487,809	3,278,526	94.00%	4,679,084	-29.93%
<i>Interest & Sinking Funds - Expenditures</i>					
SERIES 16 INTEREST & SINKING	3,487,809	2,807,494	80.49%	2,794,369	0.47%
SERIES 1993 INTEREST & SINKING	-	-	N/A	11,583	-100.00%
	3,487,809	2,807,494	80.49%	2,805,952	0.05%
<i>Revenues Over/(Under) Expenditures</i>	-	471,032		1,873,132	

<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	312,152	34	0.01%	60,396	-99.94%
COUNTY & DISTRICT COURT TECH	39,500	784	1.98%	1,495	-47.56%
JUSTICE COURT TECHNOLOGY	183,200	10,201	5.57%	10,869	-6.14%
DC ARCHIVES RECORDS MANAGEMENT	164,000	4,168	2.54%	5,525	-24.56%
JURY	274,750	5,169	1.88%	107,917	-95.21%
LAW LIBRARY	242,802	84,684	34.88%	43,926	92.79%
RECORDS MANAGEMENT	1,637,000	210,237	12.84%	180,165	16.69%
CC ARCHIVES RECORDS MANAGEMENT	1,617,000	208,551	12.90%	185,082	12.68%
FIRE MARSHAL SPECIAL FUND	165,100	17,625	10.68%	18,050	-2.35%
DISTRICT COURTS RECORDS TECH	226,500	8,298	3.66%	10,453	-20.61%
DA CHECK PROCESSING	178,000	267	0.15%	2,344	-88.62%
DA DRUG FORFEITURE	132,100	347	0.26%	9,061	-96.17%
GENERAL RECORDS MGMT/PRESERVAT	574,850	19,300	3.36%	31,852	-39.41%
COURTHOUSE SECURITY	216,050	40,873	18.92%	36,782	11.12%
COURT REC. PRESERVATION	116,300	4,240	3.65%	4,710	-9.98%
ELECTION ADMIN FEES	39,200	10,978	28.01%	3,573	207.27%
SHERIFF FEDERAL FORFEITURE	312,350	13,436	4.30%	17,327	-22.46%
COUNTY CLERK VITALS PRESERVATION	44,264	38,762	87.57%	-	N/A
SHERIFF SEIZURE	2,650	101	3.82%	2,218	-95.44%
SHERIFF FORFEITURE	33,100	57,868	174.83%	52,318	10.61%
DA DRUG SEIZURE	161,900	138,192	85.36%	4,152	3227.95%
CONSTABLE 2 FORFEITURE	176	1,251	710.58%	1	145320.93%
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	N/A	-	N/A
TRUANCY & PREVENTION	23,500	10,946	46.58%	1,402	680.80%
	6,696,624	886,313	13.24%	789,618	12.25%
<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	312,152	-	0.00%	-	N/A
COUNTY & DISTRICT CT TECH	39,500	-	0.00%	-	N/A
JUSTICE COURT TECHNOLOGY	183,200	-	0.00%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	164,000	-	0.00%	-	N/A
JURY	274,750	7,860	2.86%	84,921	-90.74%
LAW LIBRARY	242,802	77,214	31.80%	94,858	-18.60%
RECORDS MANAGEMENT	1,637,000	46,625	2.85%	42,248	10.36%
CC ARCHIVES RECORDS MANAGEMENT	1,617,000	127,621	7.89%	-	N/A
FIRE MARSHAL SPECIAL FUND	165,100	3,902	2.36%	5,251	-25.69%

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DISTRICT COURTS RECORDS TECH	226,500	-	0.00%	-	N/A
DA CHECK PROCESSING	178,000	36,585	20.55%	8,278	341.97%
DA DRUG FORFEITURE	132,100	94	0.07%	15,123	-99.38%
GENERAL RECORDS MGMT/PRESERVAT	574,850	-	0.00%	-	N/A
COURTHOUSE SECURITY	216,050	-	0.00%	-	N/A
COURT REC. PRESERVATION	116,300	-	0.00%	-	N/A
ELECTION ADMIN FEES	39,200	-	0.00%	11,608	-100.00%
SHERIFF FEDERAL FORFEITURE	312,350	3,166	1.01%	29,862	-89.40%
COUNTY CLERK VITALS PRESERVATION	44,264	-	0.00%	-	N/A
SHERIFF SEIZURE	2,650	-	0.00%	-	N/A
SHERIFF FORFEITURE	33,100	-	0.00%	152	-100.00%
DA DRUG SEIZURE	161,900	3,289	2.03%	32,575	-89.90%
CONSTABLE 2 FORFEITURE	176	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	180	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	N/A	-	N/A
LAW ENFORCEMENT BLOCK GRANT	-	-	N/A	-	N/A
TRUANCY & PREVENTION	23,500	-	0.00%	-	N/A
	6,696,624	306,357	4.57%	324,876	-5.70%
<i>Revenues Over/(Under) Expenditures</i>	-	579,956		464,742	
<i>Capital Projects Funds - Revenues</i>					
ROAD IMPROVEMENT FUND	1,316,500	290,439	22.06%	288,663	0.62%
PERMANENT IMPROVEMENT	5,167,500	2,197,219	42.52%	2,010,251	9.30%
ROW AVAILABLE	1,542,000	704,816	45.71%	4,847	14439.88%
ROAD DISTRICT 1	1,289,250	666	0.05%	9,719	-93.15%
ROAD DISTRICT 5	73,355	37	0.05%	547	-93.15%
ROAD DISTRICT 16	200,340	103	0.05%	1,507	-93.15%
SERIES 19 BOND PROJECT	5,074,963	3,037	0.06%	38,884	-92.19%
	14,663,908	3,196,318	21.80%	2,354,418	35.76%
<i>Capital Projects Funds - Expenditures</i>					
ROAD IMPROVEMENT FUND	1,316,500	-	0.00%	-	N/A
PERMANENT IMPROVEMENT	5,167,500	2,208	0.04%	1,840	20.00%
ROW AVAILABLE	1,542,000	284,807	18.47%	-	N/A
RIGHT OF WAY 2008	-	-	N/A	2,850	-100.00%
ROAD DISTRICT 1	1,289,250	-	0.00%	-	N/A
ROAD DISTRICT 5	73,355	-	0.00%	-	N/A
ROAD DISTRICT 16	200,340	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	5,074,963	452,128	8.91%	-	N/A
	14,663,908	739,143	5.04%	4,690	15660.14%
<i>Revenues Over/(Under) Expenditures</i>	-	2,457,175		2,349,728	

<i>Other Funds - Revenues</i>					
TRUST AND AGENCY FUND	9,182,400	3,128,127	34.07%	3,060,308	2.22%
LEVEE 2	-	8,652	N/A	13,042	-33.66%
LEVEE 3	-	11,247	N/A	55,597	-79.77%
LEVEE 4	-	124	N/A	155	-19.89%
	9,182,400	3,148,150	34.28%	3,129,102	0.61%
<i>Other Funds - Expenditures</i>					
TRUST AND AGENCY FUND	9,182,400	3,309,571	36.04%	3,162,163	4.66%
LEVEE 2	-	9,000	N/A	50	17900.00%
LEVEE 3	-	3,200	N/A	54,015	-94.08%
LEVEE 4	-	-	N/A	-	N/A

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	9,182,400	3,321,771	36.18%	3,216,228	3.28%
<i>Revenues Over/(Under) Expenditures</i>	-	(173,621)		(87,126)	

<i>Summary</i>					
REVENUE SUMMARY	116,098,952	70,616,747	60.82%	67,570,780	4.51%
EXPENDITURE SUMMARY	116,098,952	32,442,439	27.94%	29,839,209	8.72%
<i>Revenues Over/(Under) Expenditures</i>	-	38,174,308		37,731,571	

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

Trial Balance for Ellis County

From 03/16/2021 - 03/29/2021

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	62,845,046.92	2,119,441.69	(3,734,779.69)	61,025,426.92
2	ROAD IMPROVEMENT FUND	1,325,037.65	1,923.10	-	1,326,960.75
3	ROAD/BRIDGE PCT. 1	2,393,085.97	38,508.84	(46,182.17)	2,385,412.64
4	ROAD/BRIDGE PCT. 2	1,893,470.10	40,884.09	(102,499.01)	1,831,855.18
5	ROAD/BRIDGE PCT. 3	1,556,536.35	40,518.07	(60,507.33)	1,536,547.09
6	ROAD/BRIDGE PCT. 4	1,848,029.19	45,382.45	(49,019.39)	1,844,392.25
7	ADULT PROBATION	1,280,890.06	27,949.01	(111,774.43)	1,321,724.64
8	JUVENILE PROBATION	933,107.23	61,976.80	(172,758.26)	822,325.77
9	F/M PCT. 1	2,738,099.41	67,901.66	(7,292.28)	2,798,708.79
10	F/M PCT. 2	1,272,625.76	8,157.25	(36,908.66)	1,243,874.35
11	F/M PCT. 3	1,988,519.63	8,157.25	(30,730.98)	1,965,945.90
12	F/M PCT. 4	2,093,251.66	9,032.25	(61,204.00)	2,041,079.91
13	LATERAL ROAD PCT. 1	312,183.07	-	-	312,183.07
14	COUNTY & DISTRICT CT TECH	36,749.51	89.00	-	36,838.51
15	JUSTICE COURT TECHNOLOGY FUND	170,053.50	1,310.40	-	171,363.90
16	DC ARCHIVES RECORDS MANAGEMENT	158,322.59	585.00	-	158,907.59
17	JURY	180,110.92	285.91	(200.00)	180,196.83
18	PERMANENT IMPROVEMENT	5,022,051.85	14,568.74	-	5,036,620.59
19	LAW LIBRARY	54,634.40	6,936.70	(10,122.47)	51,448.63
20	TRUST AND AGENCY FUND	698,853.44	107,752.96	(12,660.00)	793,946.40
21	RECORDS MANAGEMENT	1,475,315.19	23,500.00	(8,808.00)	1,490,007.19
22	CC ARCHIVES RECORDS MANAGEMENT	2,412,674.48	23,400.00	(40,291.50)	2,395,782.98
23	ROW AVAILABLE	553,882.94	-	-	553,882.94
24	FIRE MARSHAL SPECIAL FUND	138,431.37	1,778.76	(417.55)	139,792.58
26	DISTRICT COURT RECORDS TECH	203,948.97	1,190.00	-	205,138.97
27	ROAD DISTRICT #1	1,274,974.84	-	-	1,274,974.84
28	ROAD DISTRICT #5	71,775.26	-	-	71,775.26
29	ROAD DISTRICT #16	197,656.57	-	-	197,656.57
30	CHECK PROCESSING FEE AC	136,023.07	227.37	(1,186.15)	135,064.29
31	DRUG FORFEITURE FUND	136,564.04	-	-	136,564.04
32	GEN RECORD MANAGE/PRESE	544,033.94	2,414.00	-	546,447.94
33	COURTHOUSE SECURITY FUN	180,857.77	4,873.31	-	185,731.08
34	COURT REC. PRESERVATION 51.708	112,439.50	680.00	-	113,119.50
36	ELECTIONS ADMIN FEES	36,083.17	1,496.00	-	37,579.17
38	SERIES 07 INTEREST & SINKING	837,232.66	338,129.58	(315,688.00)	859,674.24
40	SERIES 07 BOND PROJECT	4,481,781.86	109,712.00	(219,423.97)	4,372,069.89
42	SHERIFF FEDERAL DRUG FORFEITURE	359,832.34	-	-	359,832.34
43	COUNTY CLERK VITALS PRESERVATION	39,177.00	450.00	-	39,627.00
45	ELLIS CO COMM CORRECTIONS	38,726.90	3,664.35	(14,223.05)	92,290.20
46	SHERIFF SEIZURE FUND	328,656.65	-	-	328,656.65
47	SHERIFF DRUG FORFEITURE	75,473.18	-	-	75,473.18
48	DISTRICT ATTY DRUG SEIZ	340,842.84	2,267.00	-	343,109.84
50	CIVIL SUPERVISION FEES	128,318.64	368.46	(1,315.63)	127,371.47
56	CONSTABLE PCT #2 FORFEITURE	1,424.50	-	-	1,424.50
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	21,638.28	1,066.32	-	22,704.60
65	CSCD HIGH RISK CASELOAD	3,854.97	770.20	(3,169.57)	16,455.60
72	ELLIS COUNTY LEVEE #2	405,309.85	-	-	405,309.85
73	ELLIS COUNTY LEVEE #3	322,912.21	127.36	-	323,039.57
74	ELLIS COUNTY LEVEE #4	7,759.49	-	-	7,759.49
		103,668,442.97	3,117,475.88	(5,041,162.09)	101,744,256.76

COMMISSIONERS COURT AGENDA REQUEST

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

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

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____

County Attorney Approval



Clear Form

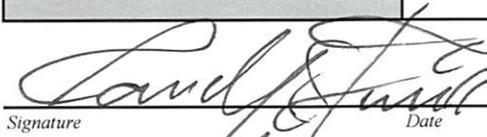
ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020/2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2020/2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509130	FM1- Chemicals	-\$ 2,500.00
	TOTAL:	-\$ 2,500.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-509070	FM1-Tires	\$ 2,500.00
	TOTAL:	\$ 2,500.00


03/26/2021
RBPCT1
Signature
Date
Department

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

APPROVED THIS _____ DAY OF _____, _____

- _____ COUNTY JUDGE
- _____ COMMISSIONER PCT. 1
- _____ COMMISSIONER PCT. 2
- _____ COMMISSIONER PCT. 3
- _____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

COMMISSIONERS COURT AGENDA REQUEST

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

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____

County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-509030	Law Suit Settlement	\$ 10,000.00
	TOTAL:	\$ 10,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508350	Employee Training	\$ 10,000.00
	TOTAL:	\$ 10,000.00

03/31/2021

Non-Dept/Sheriff

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

KWWill

COMMISSIONERS COURT AGENDA REQUEST

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NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____

County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-570000	Contingency - Surplus	\$ 10,000.00
	TOTAL:	\$ 10,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-508680	Contract Services	\$ 10,000.00
	TOTAL:	\$ 10,000.00

03/31/2021

Non-Dept

Signature

Date

Department

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

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

KWWill

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____

County Attorney Approval

**ELLIS COUNTY BUDGET
2020/2021 Budget Line Item Adjustment**

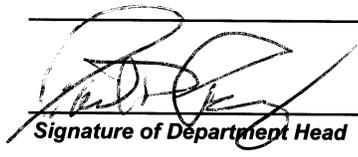
I Am requesting the the Ellis County Commissioners' Court make necessary line item adjustments to the Road and Bridge Precint 3 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
011-0704-508070	FM3 GEN/MISC	\$60,000.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
011-0704-509090	FM3 REPAIRS	\$60,000.00



Signature of Department Head

Date Signed

3/29/2021

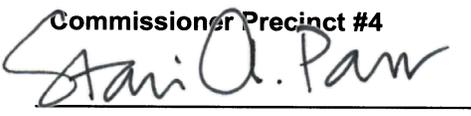
Road & Bridge #3
Department

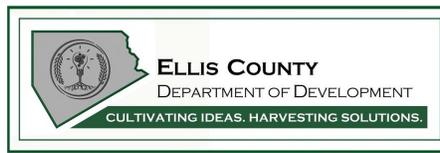
ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS ____ DAY OF _____, 2019

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

Approved by County Auditor's Office:





**Department of Development Agenda Items
Ellis County Commissioners' Court -
Tuesday, April 6, 2021 @ 2:00 PM**

AGENDA

Agenda Item No. 1.1

Discussion, consideration and action for a one-time variance for the proposed Gibson Place (Parcel No. 192608) from Volume I, Section IV (B)(2) (Residential Lots) of the Subdivision & Development Standards to allow one (1) lot without meeting the minimum road frontage requirement. The property contains \pm 3.154 acres of land located on the south side of Gibson Road, \pm 250 feet east of the intersection of Country Meadows Drive and Gibson Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1.

Agenda Item No. 1.2

Discussion, consideration, and action on the conditionally-approved plat of Lot 1 and 2, Van Carter Addition. The property contains \pm 4.397 acres located at the northeast intersection of Shaw Road and Cooke Road, in the extra-territorial jurisdiction (ETJ) of Ennis, Road and Bridge Precinct No. 2.



AGENDA ITEM NO. 1.1

Ellis County Commissioners' Court
April 6, 2021



SHORT TITLE:

Road Frontage Variance for Parcel ID No. 192608, proposed Gibson Place.

LEGAL CAPTION:

Discussion, consideration, and action for a one-time variance for the proposed Gibson Place (Parcel No. 192608) from Volume I, Section IV (A) (2) (Residential Lots) of the Subdivision & Development Standards to allow one (1) lot without meeting the minimum road frontage requirement. The property contains ± 3.154 acres of land located on the south side of Gibson Road, ± 250 feet east of the intersection of Country Meadows Drive and Gibson Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1.



APPLICANT(S):

Tim Jackson - TxRCS, on behalf of Ellis H&B, LLC



PURPOSE:

The applicant is requesting to plat the property into one (1) legal lot of record.

However, due to an adverse possession claim affecting the property and unbeknownst to the owner prior to resale of the property (please see Attachment No. 2 – the applicant’s letter of request), the proposed lot will fall ± 34 feet short of the minimum 150-foot road frontage requirement.

Approval of this variance will allow the applicant to plat the property in accordance with the County’s Subdivision Development Standards.



HISTORY:

An adverse possession claim was filed on June 14, 2016, by the neighbor bordering the eastern side (Salazar) of this lot. (affidavit filed under Instrument No. 1616087). The survey contained within the filing indicates a metes and bounds description of a total of one (1) acre. The adverse possession piece is a 40-foot wide x 200-foot long piece of this tract or approximately ± 0.18 acres (see Attachment No. 3 for the exhibit).

Once the applicant discovered that the adverse possession filing would negatively affect the owner’s ability to plat the property, a good faith attempt was made with both neighbors on each side to gain additional road frontage or combined access via a shared driveway. Both attempts to mediate the situation were unsuccessful.



OTHER RELEVANT INFORMATION:

Section VIII (B) outlines the criteria below for granting relief from the rules and regulations.

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Order would deprive the applicant of the reasonable use of his land; and,
2. That the relief is necessary for the preservation and enjoyment of a substantial property right of the applicant; and,
3. That the granting of the relief will not be detrimental to the public finances, health, safety or welfare, or injurious to other property in the area; and,
4. That the granting of the relief will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of the Order.
5. That the situation causing the hardship or difficulty is neither self-imposed or self-created.

Section VIII (A) (1) (i) requires notice to be sent to property owners within 200 feet of the property with the requested variance at least ten (10) days before the meeting date. Staff sent out ten (10) notices via regular mail on March 25, 2021 to satisfy this requirement.



ANALYSIS:

Although the applicant should have been more aware of the adverse possession claim and subsequently affecting the owner’s ability to plat the property, County staff met with the applicant once the error was discovered and suggested that the applicant reach out to the adjacent neighbors to attempt to remedy the situation before filing for a variance request.

Staff supports this request as it appears it meets all the criteria for issuing a variance, as outlined in Section VIII of the regulations.



RECOMMENDATION:

Staff recommends **approval** of this variance to Volume I (Subdivision and Development Standards), Section IV (A)(2) of the County’s development regulations to allow one (1) lot, subject to the following conditions:

- 1) The applicant submits a plat that is identical to the variance exhibit (\pm 116 feet road frontage) and other county requirements.
- 2) This property will not further subdivide unless it meets the requirements in effect at that time.

****SPECIAL NOTE**:**

An adverse possession claim was filed on June 14, 2016, by the neighbor bordering the eastern side (Salazar) of this lot. The affidavit claiming adverse possession is filed under Instrument No. 1616087.



DEPARTMENT OF DEVELOPMENT
Ellis County

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



ATTACHMENTS:

1. Location Map
2. Applicant's Written Request for Variance
3. Exhibit Request
4. Draft Order



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

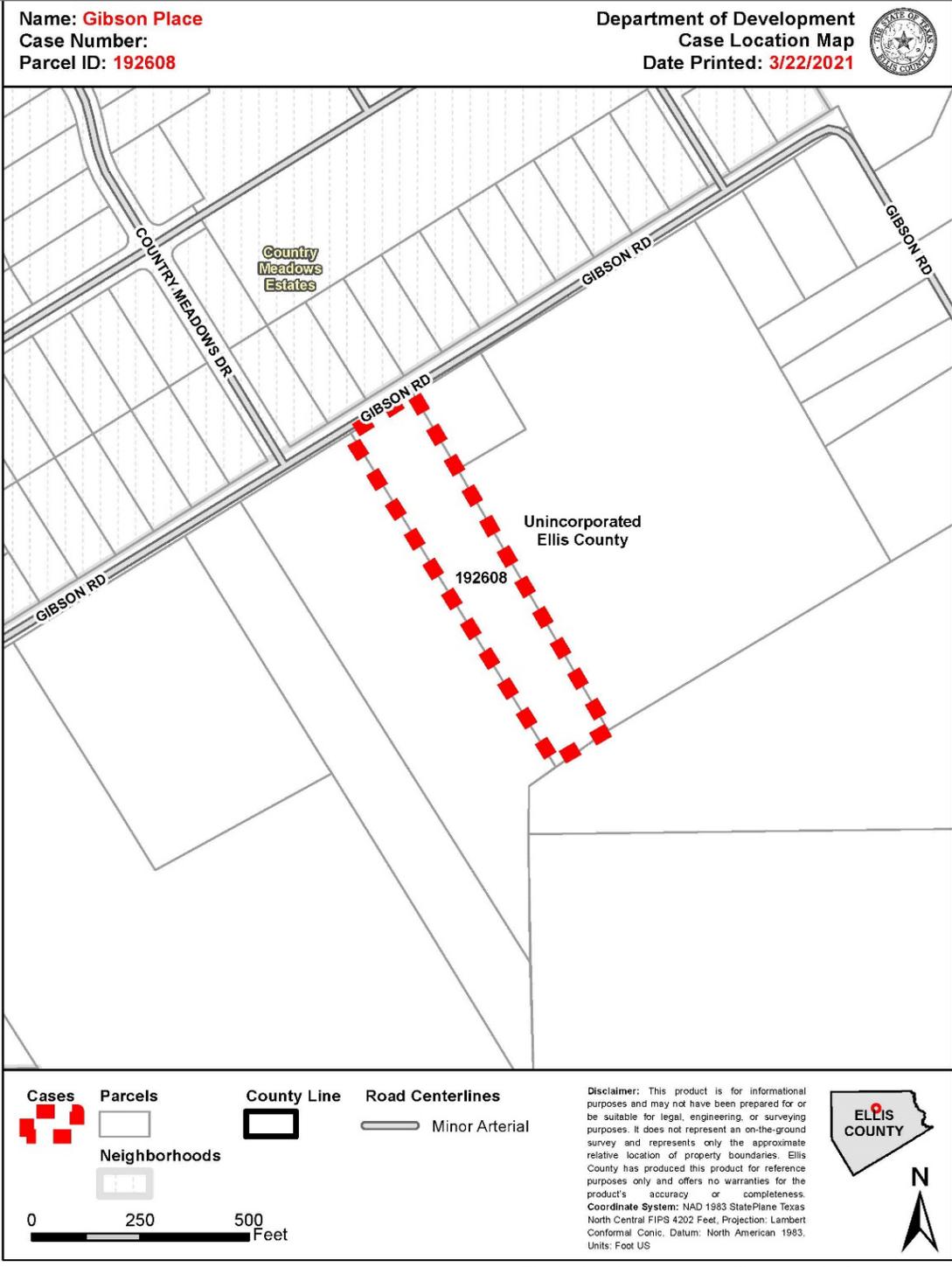


APPROVED AND PRESENTED BY:

Alberto Mares, AICP, D.R., CPM
Director of Planning & Development



ATTACHMENT NO. 1 – LOCATION MAP



-96.775111 32.446492 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 3/22/2021



ATTACHMENT NO. 2 – LETTER OF REQUEST FROM APPLICANT

TEXAS REALITY CAPTURE & SURVEYING, LLC

March 5, 2021

Ellis County Department of Development
Attn: Sara Garcia
2080 North Highway 360, Suite 240
Grand Prairie, TX 75050

RE: 3.15 Acre Tract – Gibson Road, Waxahachie, TX (Ecad Parcel 192608)

Dear Ms. Garcia:

It is my understanding that above mention tract was put under contract for purchase by Ellis H&B, LLC (Owner) in early 2020. All available information provided to the buyer indicated the property had at least 600' of road frontage.

It is also my understanding that during the contracting process, Owner entered into additional contracts to sell the property to other individuals, who, in turn, would plat the properties to meet County and City Requirements. During this process, an Adverse Possession Claim (enclosed) for a portion of the property was brought Owner's attention. This Adverse Possession Claim took 40' of road frontage of the subject property, leaving 116' of road frontage after the sale of the two pending contracts.

Owner attempted to sell this tract to the adjacent contacted purchaser and the adjacent property owner. Additionally, they contacted the owners of the Adverse Possession tract and attempted to purchase additional property. All attempts failed.

Owner applied for and received a Culvert Permit and have installed the driveway access, based on the enclosed Exhibit.

Owners have exhausted all resources to try and rectify this issue. Therefore, Ellis H&B, LLC, respectfully requested a variance be issued to allow this tract to be platted so that a residential home be built, matching the existing neighborhood.

If the variance is denied the owners only remaining option will be a non-residential related commercial use (IE: vehicle storage, construction material storage).

Please let me know if any additional information is need for the request.

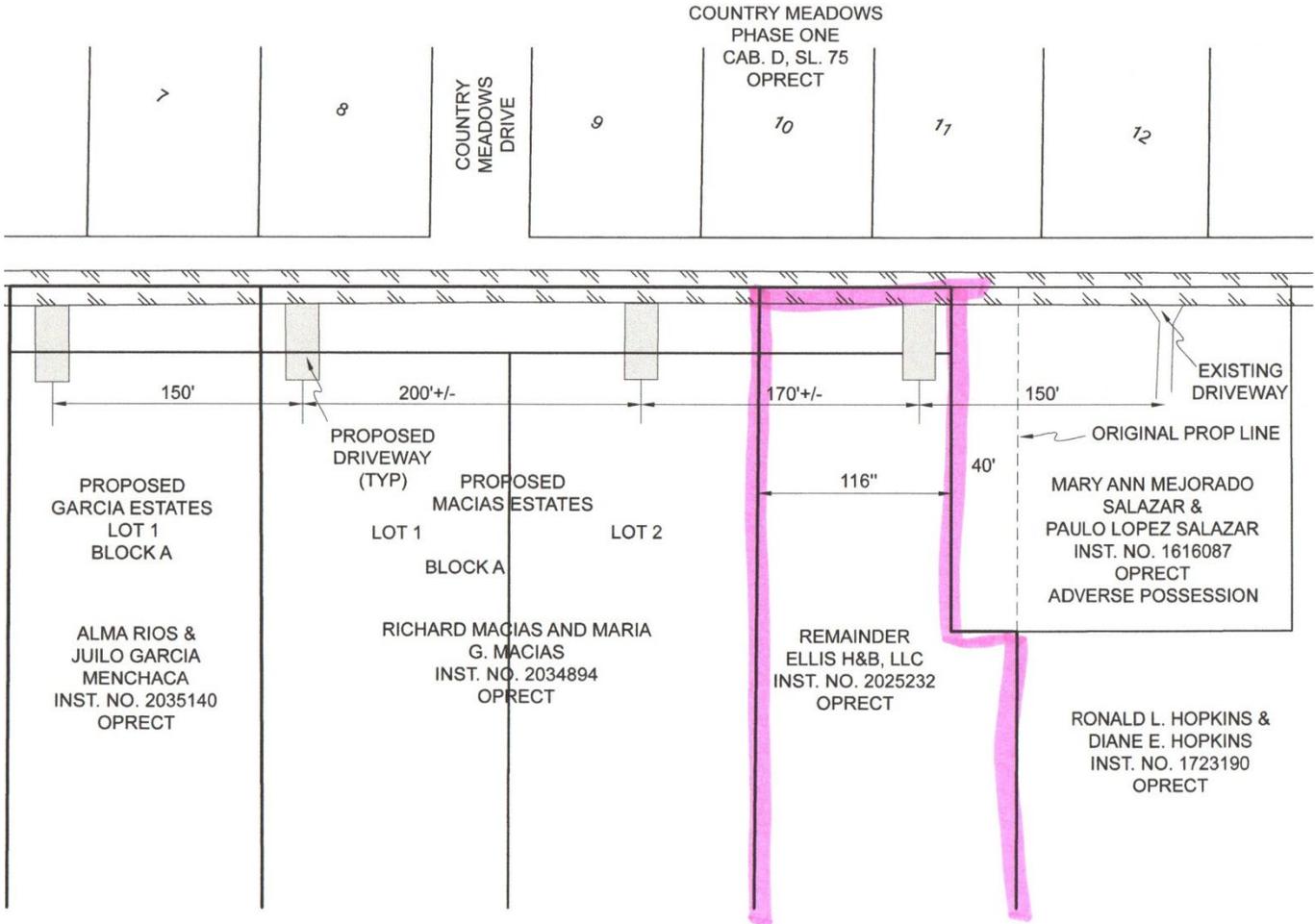
Sincerely,

Tim Jackson, R.P.L.S.
Enclosures

	P.O. Box 252	PHONE 469.518.0338
	Waxahachie, TX 75168	WEBSITE Texasrcs.com
		TBPLS # 10194359



ATTACHMENT NO. 3 – EXHIBIT REQUEST





ATTACHMENT NO. 4 – COURT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 6th day of April 2021, 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 GRANTING A ONE-TIME VARIANCE FOR THE PROPOSED GIBSON PLACE (PARCEL NO. 192608) FROM VOLUME I, SECTION IV (A) (2) (RESIDENTIAL LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 3.154 ACRES OF LAND LOCATED ON THE SOUTH SIDE OF GIBSON ROAD, ± 250 FEET EAST OF THE INTERSECTION OF COUNTRY MEADOWS DRIVE AND GIBSON ROAD, IN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 1, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “B,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioners’ Court of Ellis County, Texas, in compliance with the laws of the State of Texas and the orders of Ellis County, Texas, have given the requisite notices and otherwise, and after holding and affording a full and fair hearing to all interested persons, and in the exercise of its legislative discretion, have concluded that this proposal should be approved;

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

SECTION 1. GRANTING OF A VARIANCE.

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on



public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

SECTION 2. CONDITIONS OF APPROVAL

The variance for the above-described property is hereby granted a one-time variance from Volume I (Subdivision and Development Standards), Section IV (A) (2) of the County's development regulations to allow one (1) lot that does not meet the 150-foot minimum road frontage requirement, subject to the following conditions:

- 1) The applicant submits a plat that is identical to the variance exhibit (\pm 116 feet road frontage) and other county requirements.

- 2) This property will not further subdivide unless it meets the requirements in effect of that time.

****SPECIAL NOTE**:**

An adverse possession claim was filed on June 14, 2016, by the neighbor bordering the eastern side (Salazar) of this lot. The affidavit claiming adverse possession is filed under Instrument No. 1616087.

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.

SECTION 5. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE 6TH DAY OF APRIL, 2021.

Todd Little, County Judge

Commissioner Randy Stinson, Precinct No. 1

Commissioner Lane Grayson, Precinct No. 2



DEPARTMENT OF DEVELOPMENT
Ellis County

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

Commissioner Paul Perry, Precinct No. 3

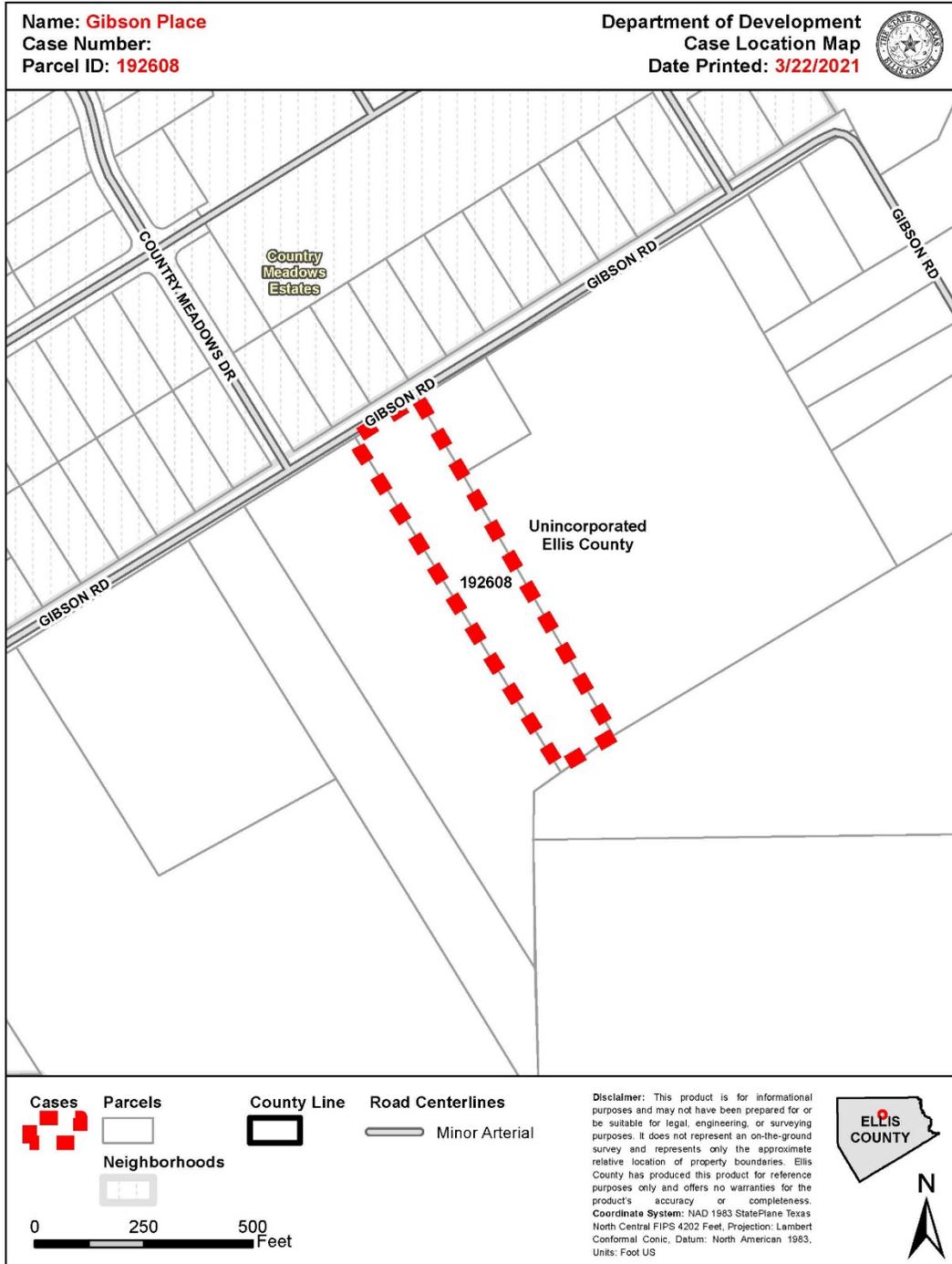
Commissioner Kyle Butler, Precinct No. 4

ATTEST:

Krystal Valdez, County Clerk



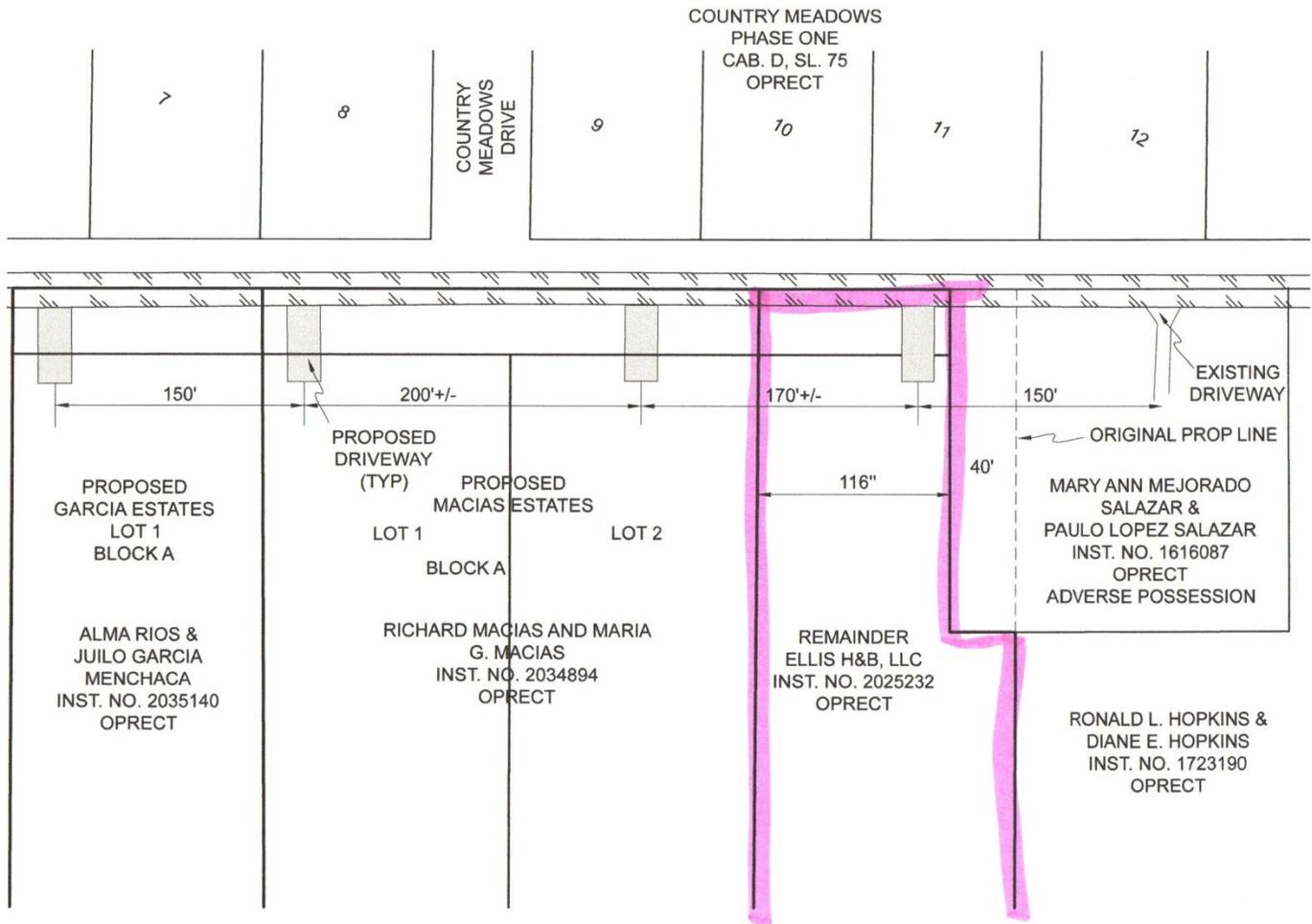
EXHIBIT A – LOCATION MAP & EXHIBIT REQUEST



-96.775111 32.446492 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 3/22/2021



EXHIBIT B –VARIANCE EXHIBIT





AGENDA ITEM NO. 1.2

Ellis County Commissioners' Court
April 6, 2021



SHORT TITLE:

Van Carter Addition Final Plat
Parcel ID No. 190421

LEGAL CAPTION:

Discussion, consideration, and action on the conditionally-approved plat of Lot 1 and 2, Van Carter Addition. The property contains ± 4.397 acres located at the northeast intersection of Shaw Road and Cooke Road, in the extra-territorial jurisdiction (ETJ) of Ennis, Road and Bridge Precinct No. 2.



APPLICANT:

Van Edward Carter
Jake Whitfill



PURPOSE:

The applicant is requesting to “remove” the previous conditionally-approval of the plat approved by the Commissioners’ Court at its meeting on December 15, 2020 (see Attachment No. 3). This proposed action will return this property to its previous state.



HISTORY:

Initially, this plat was scheduled for action on December 1, 2020. At the applicant’s request, the Commissioners’ Court tabled this plat to the next meeting on December 15, 2020.

On December 15, 2020, the Commissioners’ Court approved this plat request pending completion of infrastructure upgrades/improvements to the waterline at Shaw Road and Cooke Road, as requested by Rockett SUD in the Utility Endorsement Form (see Attachment No. 4). To date, this plat has not been filed with the County Clerk’s Office as those improvements have not been started or completed.

On March 5, 2021, staff received a request from the applicant to “remove” the plat application from further consideration.



OTHER RELEVANT INFORMATION FROM THE ORIGINAL STAFF REPORT:

Analysis:

This request to “remove” a plat application is rare, especially for one approved but not yet filed. Typically, to remove a filed plat, a cancellation plat would be involved, but that does not apply here. Staff recommended that the applicant keep the plat case open (as there is no deadline to meet those conditions under state law) if they ever decided to make those



infrastructure upgrades in the future. However, after some hesitation, that idea did not gain much traction.

Since the Commissioners' Court approved this plat with the condition that the waterline be upgraded per Rockett's request to supply water to these two (2) lots, and the applicant has informed staff that they have no intentions of making improvements as stated in the conditions of approval, Section 232.0028 of the Texas Local Government Code allows the Commissioners' Court to disapprove the plat. See excerpts below:

Sec. 232.0026. APPROVAL PROCEDURE: CONDITIONAL APPROVAL OR DISAPPROVAL REQUIREMENTS. (a) A commissioners court or designee that conditionally approves or disapproves of a plat application under this subchapter shall provide the applicant a written statement of the conditions for the conditional approval or the reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval.

(b) Each condition or reason specified in the written statement:

(1) must:

(A) be directly related to the requirements of this subchapter; and

(B) include a citation to the law, including a statute or order, that is the basis for the conditional approval or disapproval, if applicable; and

(2) may not be arbitrary.

Sec. 232.0027. APPROVAL PROCEDURE: APPLICANT RESPONSE TO CONDITIONAL APPROVAL OR DISAPPROVAL. After the conditional approval or disapproval of a plat application under Section [232.0026](#), the applicant may submit to the commissioners court or designee that conditionally approved or disapproved the application a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided. The



commissioners court or designee may not establish a deadline for an applicant to submit the response.

Sec. 232.0028. APPROVAL PROCEDURE: APPROVAL OR DISAPPROVAL OF RESPONSE.

(a) A commissioners court or designee that receives a response under Section [232.0027](#) shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved plat application not later than the 15th day after the date the response was submitted under Section [232.0027](#).

(b) A commissioners court or designee that conditionally approves or disapproves a plat application following the submission of a response under Section [232.0027](#):

- (1) must comply with Section [232.0026](#); and
- (2) may disapprove the application only for a specific condition or reason provided to the applicant for the original application under Section [232.0026](#).

(c) A commissioners court or designee that receives a response under Section [232.0027](#) shall approve a previously conditionally approved or disapproved plat application if the applicant's response adequately addresses each condition for the conditional approval or each reason for the disapproval.

(d) A previously conditionally approved or disapproved plat application is approved if:

- (1) the applicant filed a response that meets the requirements of Subsection (c); and
- (2) the commissioners court or designee that received the response does not disapprove the application on or before the date required by Subsection (a) and in accordance with Section [232.0026](#).



ATTACHMENTS:

1. Location Map
2. Plat
3. Applicant's Request
4. Utility Endorsement Form



RECOMMENDATION:

At the applicant's request, and with documentation from the applicant stating he will not comply with the conditions placed on the plat by the Commissioners' Court at its December 15, 2020 meeting, staff recommends this plat be **disapproval** for the following reasons listed below:

- 1) Not adhering to the County's Quality Growth Initiatives, Volume III (Standard Construction Details), Section III (B)
- 2) Applicant's statement/letter stating they will not upgrade/improve the necessary infrastructure as Rockett SUD requires to develop these two (2) lots as stated in the Utility Endorsement Form.

This disapproval of this plat will officially close out this case. If the applicant wishes to subdivide this property again in the future, they will have to submit a new application, go through the entire development review process again, and pay the associated fees.



PREPARED AND SUBMITTED BY:

Sara Garcia
Development Process Manager

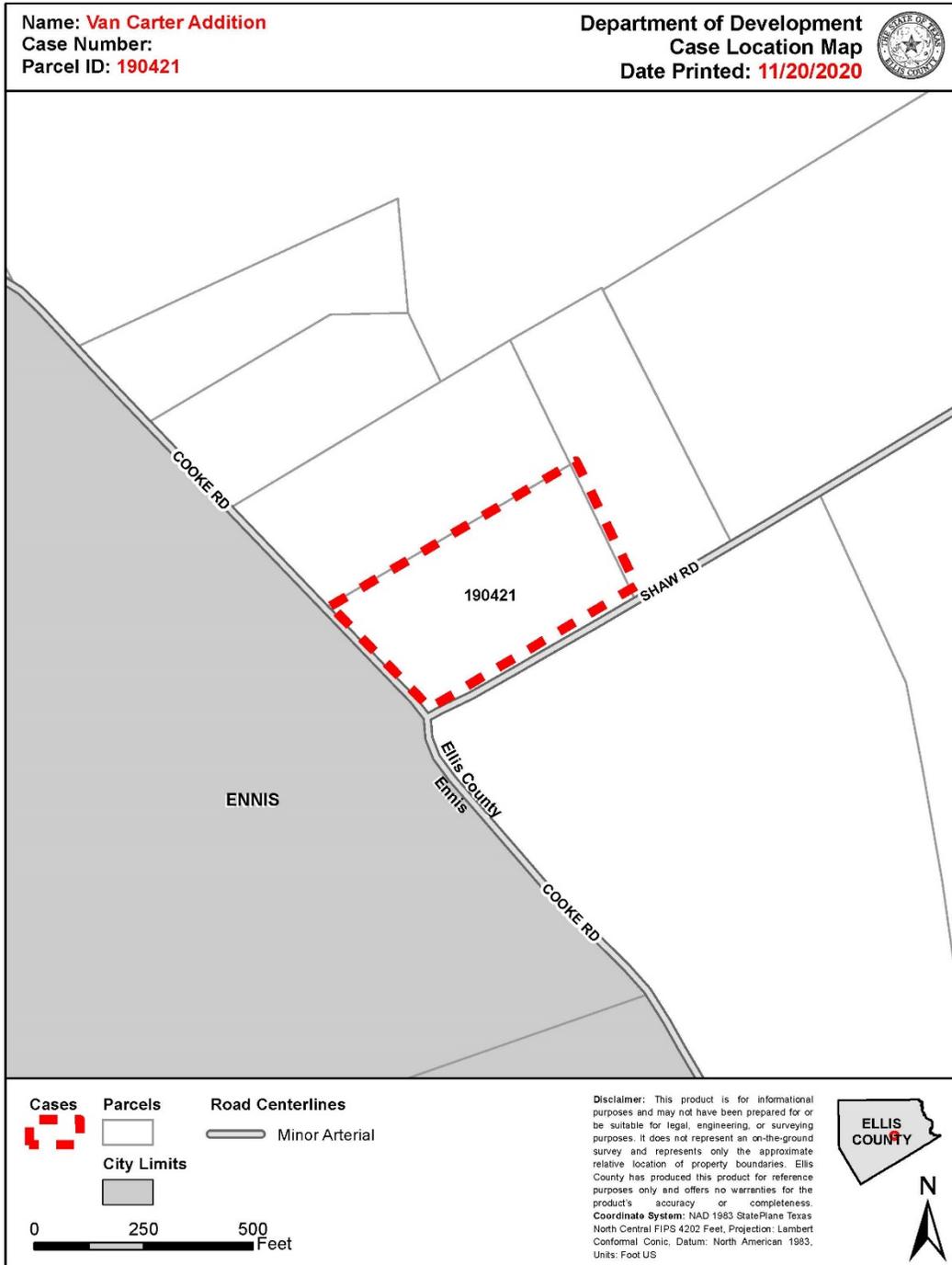


APPROVED AND PRESENTED BY:

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



ATTACHMENT NO. 1 – Location Map



-96.702521 32.335423 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 11/20/2020 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



DEPARTMENT OF DEVELOPMENT
Ellis County

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

ATTACHMENT NO. 3 – Letter of Request

Jake Whitfill

520 Cooke RD, Ennis, TX 75119

3/5/2021

Sara Garcia

Development Process Manager

Ellis County Department of Development

109 South Jackson Waxahachie, Texas 75165

Ms. Garcia,

I would like to remove my plat application titled the Van Carter Addition. I am going to leave the property whole. This is the 4.397 acres on the northeast corner of Cooke Rd and Shaw Rd. If there is any other information that you require, let me know.

Thank you,

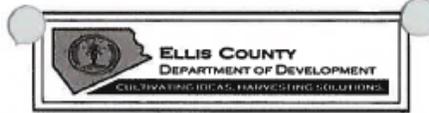
Jake Whitfill

Plat Applicant



ATTACHMENT NO. 4 – Utility Endorsement Form

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



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

WATER UTILITY PROVIDER ENDORSEMENT

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

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

PROPERTY INFORMATION

Site Address/General Location: 121 Shaw Rd City/State: Ennis, TX ZIP: 75119
Legal Description: 4.397 acres - H.H. Swisher Survey Abstract No. 955 (recorded in Vol. 874 Pg. 159)
Proposed Use of plat or development: Single home Acres: 1.00 Lots: None

APPLICANT/OWNER INFORMATION

Applicant/Agent Name: Jake Whitfill Company Name: _____
Mailing Address: 520 Cooke Rd City/State: Ennis, TX ZIP: 75119
Main Phone: (254) 977-4607 Email: jwhitfill2012@gmail.com

TO BE COMPLETED BY THE WATER UTILITY PROVIDER

	YES	NO
1. I have reviewed a copy of the proposed plat/development. <u>Rockett easement is needed.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The proposed plat/development falls within our CCN area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Our water system can provide water flow and pressure for domestic service, per the latest adopted TCEQ regulations and requirements. <u>With offsite infrastructure upgrades</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Our water system can provide the water flow and necessary minimum pressure for firefighting purposes, per established County regulations and ISO guidelines. <u>With offsite infrastructure upgrades</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The waterline size service the proposed plat/development is currently listed as <u>N/A</u> inches and located along <u>Shaw & Cooke Road</u> Rd/Dr/Ln/St/Blvd, etc.	<input type="checkbox"/>	<input type="checkbox"/>
6. Are there plans to upsize or increase the existing water line mention in Question No. 5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Morgan Massey, Development Coordinator
Print Name of General Manager of Water Provider or Designee
Morgan Massey
Signature of General Manager of Water Provider or Designee

Rockett S.U.D.
Name of Water Provider Company
10-26-2020
Date

CONTACT INFORMATION

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

Mountain Peak SUD 972-775-3765
Nash Forreston WSC 972-483-3039
Rockett SUD 972-617-3524
Sardis Lone Elm WSC 972-775-8566
South Ellis County WSC 972-483-6885
South Garrett Water 972-875-5893

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



RECEIVED
MAR 08 2021
COUNTY JUDGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Protecting Texas by Reducing and Preventing Pollution

February 26, 2021

Ms. Melisa Montague
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, Texas 75254

Re: Publication of Notice of District Petition regarding creation of **Lakeview Municipal Utility District No. 1 of Ellis County**
TCEQ Internal Control No. D-11042020-005

Dear Ms. Montague:

Enclosed is a copy of the notice for the above petition. Please carefully review the notice for accuracy prior to publication and distribution. Contact Daniel Harrison in the District Administration Office at 512/239-1224 if the notice is found to be in error.

This full notice, including Exhibits A and B, must be published in accordance with 30 Texas Administrative Code Section 293.12, at your client's expense, in a newspaper (or newspapers) regularly published or circulated in the county or counties in which the proposed district is to be located. Publication shall be once a week for two consecutive weeks. The 30-day comment period will begin on the day after the date of the **second** publication.

In addition, pursuant to 30 Texas Administrative Code 293.12, you are required to post the enclosed notice, including Exhibits A and B, on the bulletin board used for posting legal notices in each county in which all or part of the proposed district is to be located. This notice should be posted so that it is available to the public no later than the date of your second newspaper publication.

After notice has been published and posted in accordance with 293.12, please provide proof of these actions to the Chief Clerks Office (Mail Code 105). The proof for newspaper publication shall be the original TCEQ affidavit of publication completed and notarized by the newspaper and an original tear sheet from the newspaper. The proof of posting can be in the form of an affidavit signed by a representative for the proposed district, stating all facts of the posting action.

The Chief Clerk's Office should receive all affidavits no later than 14 days after the second publication of the notice in the newspaper.

RECEIVED

MAR 08 2014

JUDGE

If you have any questions regarding these publication requirements, please contact Georgia Carroll-Warren in this office at 512/239-3314.

Sincerely,

Laurie Gharis

Laurie Gharis
Chief Clerk

LG/ka
Enclosures

cc: To all on attached mailing list.

MAILING LIST

Lakeview Municipal Utility District No. 1 of Ellis County
TCEQ Internal Control No. D-11042020-005

Ms. Melisa Montague
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, Texas 75254

Texas Commission on Environmental
Quality
P. O. Box 13087
Austin, Texas 78711-3087

Mr. Andrew S. Mizerek, P.E.
Peloton Land Solutions
9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76177

Todd Galiga, Senior Attorney,
Environmental Law Division, MC-173

Mattie Isturiz, Staff Attorney,
Environmental Law Division, MC-173

Ms. Alyssa Taylor, Director
TCEQ Region 4
2309 Gravel Drive
Fort Worth, Texas 76118-6951

Daniel Harrison, Bond Reviewer, Districts
Bond Team, MC-152

Chris Ulmann, Manager, Districts Bond
Team, MC-152

The Honorable Brian Birdwell
Texas Senate District 22
Brian.birdwell@senate.texas.gov

Kent Steelman, Drinking Water Technical
Review Team, Water Supply Division,
MC-153

The Honorable John Wray
Texas House District 10
John.wray@house.texas.gov

Vic McWherter, Office of the Public
Interest Counsel, MC-103

Julie Albrecht, Office of the Public
Interest Counsel, MC-103

Ms. Lori Cartright, City Secretary
City of Waxahachie
401 South Rogers
Waxahachie, Texas 75165

Ms. Krystal Valdez
Ellis County Clerk
109 South Jackson Street
Waxahachie, Texas 75165

Judge Todd Little,
Ellis County Judge
101 West Main Street
Waxahachie, Texas 75165

Ms. Edith Marvin
North Central Texas Council of
Governments
600 Six Flags Drive
Arlington, Texas 76011

TCEQ - Office of the Chief Clerk
MC-105 Attention: Notice Team
PO Box 13087
Austin TX 78711-3087

Applicant Name: Lakeview MUD No. 1 of Ellis County
TCEQ Tracking No. D-11042020-005 CID Item No. 122723
Application Type: PETITION FOR CREATION OF A DISTRICT

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS §
COUNTY OF: _____ §

Before me, the undersigned authority, on this day personally appeared _____, who being by me duly
(name of newspaper representative)

sworn, deposes and says that (s)he is the _____
(title of newspaper representative)

of the _____; that said newspaper is
(name of newspaper)

regularly published or circulated in _____ County/Countries,
(name of county or counties)

Texas; that the attached notice was published in said newspaper on the following dates:

(date or dates of publication)

Newspaper Representative's Signature

Subscribed and sworn to before me this the _____ day of _____,
20 _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

(Seal)

Print or type Name of Notary Public

My Commission Expires _____

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF DISTRICT PETITION
TCEQ Internal Control No. D-11042020-005

PETITION. Finch FP, Ltd. ("Petitioner") filed a petition for creation of Lakeview Municipal Utility District No. 1 of Ellis County (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, Section 59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to the majority of the assessed value of the land to be included in the proposed District; (2) there are no lienholders on the property to be included in the proposed District; (3) the proposed District will contain approximately 362.037 acres located within Ellis County, Texas; (4) the proposed District is within the extraterritorial jurisdiction of the City of Waxahachie, Texas; and (5) although the City of Waxahachie (City) has not consented to creation of the District, the Petitioner has satisfied the requirements of Texas Water Code Section 54.016(b) and (c) and Texas Local Government Code Section 42.042, so that the authorization for inclusion of the land in the proposed District may be assumed pursuant to the cited statutes.

The territory to be included in the proposed District is set forth in a metes and bounds description designated as Exhibit "A" and is depicted in the vicinity map designated as Exhibit "B," both of which are attached to this document.

The petition also states that the proposed District will: (1) construct, purchase, acquire, improve, or extend, inside or outside of its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary or helpful to supply and distribute water for municipal, domestic, and commercial wastes; (2) collect, transport, process, dispose of and control domestic and commercial wastes; (3) gather, conduct, divert, abate, amend and control local storm water or other local harmful excess of water in the District; (4) design, acquire, construct, finance, improve, maintain and operate macadamized, graveled or paved roads, and turnpikes, or improvements in aid of those roads; (5) and purchase, construct, acquire, improve, or extend inside or outside of its boundaries such additional facilities, systems, plants, and enterprises as shall be consonant with the purposes for which the District is created. It further states that the planned residential and commercial development of the area and the present and future inhabitants of the area will be benefited by the above-referenced work, which will promote the protection of the purity and sanitary condition of the State's waters and the public health and welfare of the community, thereby constituting a public necessity.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioner, that the cost of said project will be approximately \$56,925,000. The financial analysis in the application was based on an estimated \$56,840,000 (\$34,185,000 for water, wastewater and drainage and \$22,655,000 for roads) at the time of submittal.

In accordance with Texas Local Government Code Section 42.042 and Texas Water Code Section 54.016, the Petitioner submitted a petition to the City, requesting the City's consent to the creation of the District. After more than 90 days passed without receiving consent, the petitioner submitted a petition to the City to provide water or sewer services to the District. The 120-day period for reaching a mutually agreeable contract as established by the Texas Water Code Section 54.016(c) expired and the information provided indicates that the Petitioners and the City have not executed a mutually agreeable contract for service. Pursuant to Texas Water Code Section 54.016(d), failure to execute such an agreement constitutes authorization for the Petitioner to initiate proceedings to include the land within the district.

CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the petitioner and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. General information regarding TCEQ can be found at our web site <http://www.tceq.texas.gov/>.

Issued: February 26, 2021

Exhibit "A"

PROPERTY DESCRIPTION – TRACT 4

BEING A TRACT OF LAND SITUATED IN THE M. POWERS SURVEY, ABSTRACT NO. 843, THE S. POWERS SURVEY, ABSTRACT NO. 837, THE W. BERRY SURVEY, ABSTRACT NO. 73, THE M. ROGERS SURVEY, ABSTRACT NO. 944, THE A. NEWTON SURVEY, ABSTRACT NO. 806, THE C. SELF SURVEY, ABSTRACT NO. 994 AND THE B. BERRY SURVEY, ABSTRACT NO. 98, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED IN DEED TO RB FINCH FAMILY PARTNERSHIP, LTD. RECORDED IN VOLUME 1409, PAGE 781, OR THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT), HEREIN COLLECTIVELY DESCRIBED AS FINCH TRACT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET IN THE SOUTH LINE OF SAID FINCH TRACT AND THE COMMON NORTH LINE OF A TRACT OF LAND DESCRIBED AS TRACT 1A IN DEED TO ARBORS DEVELOPMENT, LLC, SAID POINT BEING 2 FEET WEST OF THE WEST CITY LIMIT LINE OF THE CITY OF WAXAHACHIE, AS DESCRIBED IN CITY OF WAXAHACHIE ORDINANCES NO. 2291 AND 1480, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR THE SOUTHEAST CORNER OF SAID FINCH TRACT AND THE COMMON NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT 1A IN DEED TO ARBORS DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NO. 1715451, OPRECT, IN THE WEST RIGHT-OF-WAY (ROW) LINE OF F.M. HIGHWAY NO. 664 (A CALLED 80' ROW) BEARS N 88°43'10" E 502.01;

THENCE ALONG THE SOUTH LINE OF SAID FINCH TRACT AND THE COMMON NORTH LINE OF SAID ARBORS TRACT, AS FOLLOWS:

S 88°43'10" W, A DISTANCE OF 1611.13 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4466" FOUND;

S 00°12'42" E, A DISTANCE OF 174.27 FEET TO A 1/2" IRON ROD FOUND;

S 89°20'41" W, A DISTANCE OF 1963.44 FEET TO A 1/2" IRON ROD FOUND;

S 00°51'13" E, A DISTANCE OF 723.60 FEET TO A 1/2" IRON ROD FOUND;

S 89°35'33" W, A DISTANCE OF 1199.63 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF SAID FINCH TRACT AND THE COMMON NORTHWEST CORNER OF SAID ARBORS TRACT, IN THE EAST LINE OF A TRACT OF LAND DESCRIBED AS TRACT 1A IN DEED TO ARBORS DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NO. 1715451, OPRECT, IN THE APPROXIMATE CENTERLINE OF BLACK CHAMP ROAD (A VARIABLE WIDTH PRESCRIPTIVE AND DEDICATED ROW)

THENCE N 00°56'23" W, ALONG THE WEST LINE OF SAID FINCH TRACT, THE COMMON EAST LINE OF SAID ARBORS TRACT, THE COMMON EAST LINE OF REEVES ADDITION, RECORDED IN CABINET H, SLIDE 705, OPRECT, AND THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD, A DISTANCE OF 714.30 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT IN THE WEST LINE OF SAID FINCH TRACT, THE COMMON NORTHWEST CORNER OF SAID REEVES ADDITION, AND THE COMMON SOUTH WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO MICHAEL L. CHAMBERS AND JANICE M. CHAMBERS, RECORDED IN VOLUME 2638, PAGE 1915, OPRECT;

THENCE N 26°00'17" E, ALONG THE WEST LINE OF SAID FINCH TRACT, THE COMMON EAST LINE OF SAID CHAMBERS TRACT, THE EAST LINES OF THOSE TRACTS OF LAND DESCRIBED IN DEED TO JAMES, E. KOCIAN AND MELINDA KOCIAN, RECORDED IN VOLUME 1232, PAGE 149 AND VOLUME 1163, PAGE 593, OPRECT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD, A DISTANCE OF 1135.15 FEET TO A NAIL SET FOR AN ANGLE POINT IN THE WEST LINE OF SAID FINCH TRACT, THE COMMON NORTHEAST CORNER OF SAID KOCIAN TRACT AND THE COMMON SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JAMES, EUGENE KOCIAN, JR, RECORDED IN VOLUME 2195, PAGE 624, OPRECT;

THENCE ALONG THE WEST LINE OF SAID FINCH TRACT AND THE COMMON EAST LINE OF SAID KOCIAN JR. TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD, AS FOLLOWS:

N 00°08'47" W, A DISTANCE OF 196.10 FEET TO A NAIL SET;

N 13°23'47" W, A DISTANCE OF 123.10 FEET TO A NAIL SET FOR AN ELL CORNER OF SAID FINCH TRACT AND THE COMMON NORTHEAST CORNER OF SAID KOCIAN JR. TRACT AND IN A BEND IN THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD;

THENCE S 89°04'40" W, ALONG A SOUTH LINE OF SAID FINCH TRACT, THE COMMON NORTH LINE OF SAID KOCIAN JR. TRACT, THE COMMON NORTH LINE OF SAID KOCIAN TRACT, THE COMMON NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CHRISTOPHER NEIL TAYLOR AND CAROLYNE DRUCILLA TAYLOR, RECORDED IN VOLUME 858, PAGE 601, OPRECT, AND ALONG THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD, A DISTANCE OF 817.98 FEET A NAIL SET FOR AN ANGLE POINT IN THE SOUTH LINE OF SAID FINCH TRACT AND THE COMMON NORTHWEST CORNER OF SAID TAYLOR TRACT AND THE COMMON NORTHEAST CORNER OF LAKESIDE ACRES, RECORDED IN CABINET C, SLIDE 475, OPRECT

THENCE S 89°16'36" W, ALONG A SOUTH LINE OF SAID FINCH TRACT, THE COMMON NORTH LINE OF SAID LAKESIDE ACRES, AND ALONG THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD, A DISTANCE OF

638.20 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR AN ELL CORNER OF SAID FINCH TRACT AND THE COMMON SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO GREG WIMBISH AND TAMMY WIMBISH, RECORDED IN INSTRUMENT NO. 1408190, OPRECT, AND A BEND IN THE APPROXIMATE CENTERLINE OF SAID BLACK CHAMP ROAD:

THENCE N 00°44'14" W, ALONG THE WEST LINE OF SAID FINCH TRACT AND THE COMMON EAST LINE OF SAID WIMBISH TRACT, PASSING AT A DISTANCE OF 1533.66 FEET TO AN ALUMINUM MONUMENT FOUND FOR THE NORTHEAST SAID WIMBISH TRACT AND THE COMMON SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CLAY G. ALLISON AND SHIELA D. ALLISON, RECORDED IN INSTRUMENT NO. 1903015, OPRECT, CONTINUING ALONG THE WEST LINE OF SAID FINCH TRACT AND THE COMMON EAST LINE OF SAID ALLISON TRACT, A TOTAL DISTANCE OF 1746.34 FEET TO A POINT IN A TREE FOR A NORTHWEST CORNER OF SAID FINCH TRACT AND AN ANGLE POINT IN THE EAST LINE OF SAID ALLISON TRACT, IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DONALD R. CHENEY, RECORDED IN VOLUME 638, PAGE 502, OPRECT, FROM WHICH A 3/8" IRON ROD FOUND IN THE BASE OF SAID TREE BEARS N 35°48'32" W, 0.95 FEET AND A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CHENEY TRACT AND AN ANGLE POINT IN THE EAST LINE OF SAID ALLISON TRACT BEARS S 89°15'46" E 25.07 FEET;

THENCE N 89°15'46" E, ALONG A NORTH LINE OF SAID FINCH TRACT AND THE COMMON SOUTH LINE OF SAID CHENEY TRACT, A DISTANCE OF 3204.84 FEET TO A FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID FINCH TRACT AND THE SOUTHEAST CORNER OF SAID CHENEY TRACT;

THENCE N 00°13'02" W, ALONG A WEST LINE OF SAID FINCH TRACT AND THE COMMON EAST LINE OF SAID CHENEY TRACT, A DISTANCE OF 838.89 FEET TO A POINT IN THE SOUTH LINE OF A 60' WIDE BRAZOS ELECTRIC POWER COOPERATIVE, INC. EASEMENT RECORDED IN VOLUME 471, PAGE 55, VOLUME 468, PAGE 36, VOLUME 468, PAGE 378 AND VOLUME 468, PAGE 38, OPRECT, FROM WHICH A 3/8" IRON ROD FOUND FOR AN ANGLE POINT IN THE WEST LINE OF SAID FINCH TRACT, THE NORTHEAST CORNER OF SAID CHENEY TRACT BEARS N 00°13'02" W 489.60 FEET;

THENCE S 48°50'27" E, OVER AND ACROSS SAID FINCH TRACT AND ALONG THE SOUTH LINE OF SAID BRAZOS ELECTRIC EASEMENT, A DISTANCE OF 3400.39 FEET TO A POINT, SAID POINT BEING 2 FEET WEST OF THE WEST CITY LIMIT LINE OF THE CITY OF WAXAHACHIE;

THENCE S 00°52'39" E, OVER AND ACROSS SAID FINCH TRACT AND 2 FEET WEST OF THE WEST CITY LIMIT LINE OF THE CITY OF WAXAHACHIE, A DISTANCE OF 1452.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 362.037 ACRES OF LAND, MORE OR LESS.



LAKEVIEW MUD NO. 1
EXHIBIT A - DISTRICT LOCATION MAP
ETJ OF WAXAHACHIE, ELLIS COUNTY, TEXAS
SEPTEMBER 2020



N.T.S.

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Protecting Texas by Reducing and Preventing Pollution

March 5, 2021

RECEIVED

MAR 08 2021

COUNTY JUDGE

Ms. Melisa Montague
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, Texas 75254

Re: Publication of Notice of District Petition regarding creation of Lakeview Municipal Utility District No. 2 of Ellis County
TCEQ Internal Control No. D-11042020-004

Dear Ms. Montague:

Enclosed is a copy of the notice for the above petition. Please carefully review the notice for accuracy prior to publication and distribution. Contact Daniel Harrison in the District Administration Office at 512/239-1224 if the notice is found to be in error.

This full notice, including Exhibits A and B, must be published in accordance with 30 Texas Administrative Code Section 293.12, at your client's expense, in a newspaper (or newspapers) regularly published or circulated in the county or counties in which the proposed district is to be located. Publication shall be once a week for two consecutive weeks. The 30-day comment period will begin on the day after the date of the **second** publication.

In addition, pursuant to 30 Texas Administrative Code 293.12, you are required to post the enclosed notice, including Exhibits A and B, on the bulletin board used for posting legal notices in each county in which all or part of the proposed district is to be located. This notice should be posted so that it is available to the public no later than the date of your second newspaper publication.

After notice has been published and posted in accordance with 293.12, please provide proof of these actions to the Chief Clerks Office (Mail Code 105). The proof for newspaper publication shall be the original TCEQ affidavit of publication completed and notarized by the newspaper and an original tear sheet from the newspaper. The proof of posting can be in the form of an affidavit signed by a representative for the proposed district, stating all facts of the posting action.

The Chief Clerk's Office should receive all affidavits no later than 14 days after the second publication of the notice in the newspaper.

If you have any questions regarding these publication requirements, please contact Georgia Carroll-Warren in this office at 512/239-3314.

Sincerely,

Laurie Gharis

Laurie Gharis
Chief Clerk

LG/ka
Enclosures

cc: To all on attached mailing list.

MAILING LIST

Lakeview Municipal Utility District No. 2 of Ellis County
TCEQ Internal Control No. D-11042020-004

Ms. Melisa Montague
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, Texas 75254

Texas Commission on Environmental
Quality
P. O. Box 13087
Austin, Texas 78711-3087

Mr. Andrew S. Mizerek, P.E.
Peloton Land Solutions
9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76177

Todd Galiga, Senior Attorney,
Environmental Law Division, MC-173

Mattie Isturiz, Staff Attorney,
Environmental Law Division, MC-173

Ms. Alyssa Taylor, Director
TCEQ Region 4
2309 Gravel Drive
Fort Worth, Texas 76118-6951

Daniel Harrison, Bond Reviewer, Districts
Bond Team, MC-152

Chris Ulmann, Manager, Districts Bond
Team, MC-152

The Honorable Brian Birdwell
Texas Senate District 22
Brian.birdwell@senate.texas.gov

Kent Steelman, Drinking Water Technical
Review Team, Water Supply Division,
MC-153

The Honorable John Wray
Texas House District 10
John.wray@house.texas.gov

Vic McWherter, Office of the Public
Interest Counsel, MC-103

Julie Albrecht, Office of the Public
Interest Counsel, MC-103

Ms. Lori Cartright, City Secretary
City of Waxahachie
401 South Rogers
Waxahachie, Texas 75165

Ms. Krystal Valdez
Ellis County Clerk
109 South Jackson Street
Waxahachie, Texas 75165

Judge Todd Little,
Ellis County Judge
101 West Main Street
Waxahachie, Texas 75165

Ms. Edith Marvin
North Central Texas Council of
Governments
600 Six Flags Drive
Arlington, Texas 76011

TCEQ - Office of the Chief Clerk
MC-105 Attention: Notice Team
PO Box 13087
Austin TX 78711-3087

Applicant Name: Lakeview MUD No. 2 of Ellis County
TCEQ Tracking No. D-11042020-004 CID Item No. 122830
Application Type: PETITION FOR CREATION OF A DISTRICT

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS §

COUNTY OF: _____ §

Before me, the undersigned authority, on this day personally appeared

_____, who being by me duly
(name of newspaper representative)

sworn, deposes and says that (s)he is the _____
(title of newspaper representative)

of the _____ ; that said newspaper is
(name of newspaper)

regularly published or circulated in _____ County/Countries,
(name of county or counties)

Texas; that the attached notice was published in said newspaper on the following dates:

(date or dates of publication)

Newspaper Representative's Signature

Subscribed and sworn to before me this the _____ day of _____,
20 _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

(Seal)

Print or type Name of Notary Public

My Commission Expires _____

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF DISTRICT PETITION
TCEQ Internal Control No. D-11042020-004

PETITION. Finch FP, Ltd. and Brian Edward Finch ("Petitioners") filed a petition for creation of Lakeview Municipal Utility District No. 2 of Ellis County (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, Section 59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioners hold title to a majority of the assessed value of the land to be included in the proposed District; (2) there are no lienholders on the property to be included in the proposed District; (3) the proposed District will contain approximately 209.355 acres located within Ellis County, Texas; (4) the proposed District is within the extraterritorial jurisdiction of the City of Waxahachie (City), Texas; and (5) although the City has not consented to creation of the District, the Petitioners have satisfied the requirements of Texas Water Code (TWC) Section 54.016(b) and (c) and Texas Local Government Code (TLGC) Section 42.042, so that the authorization for inclusion of the land in the proposed District may be assumed pursuant to the cited statutes.

The territory to be included in the proposed District is set forth in a metes and bounds description designated as Exhibit "A" and is depicted in the vicinity map designated as Exhibit "B," both of which are attached to this document.

The petition further states that the proposed District will (1) construct, purchase, acquire, improve, or extend inside or outside of its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary or helpful to supply and distribute water for municipal, domestic, and commercial purposes; (2) collect, transport, process, dispose of and control domestic and commercial wastes; (3) gather, conduct, divert, abate, amend and control local storm water or other local harmful excesses of water in the District; (4) design, acquire, construct, finance, improve, maintain and operate macadamized, graveled or paved roads, and turnpikes, or improvements in aid of those roads; and (5) purchase, construct, acquire, improve, or extend inside or outside of its boundaries such additional facilities, systems, plants, and enterprises as shall be consonant with the purposes for which the District is created. It further states that the planned residential development of the area and the present and future inhabitants of the area will be benefited by the above-referenced work, which will promote the protection of the purity and sanitary condition of the State's waters and the public health and welfare of the community, thereby constituting a public necessity.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioner, from the information available at this time, that the cost of said project will be approximately \$35,605,000.

In accordance with TLGC Section 42.042 and TWC Section 54.016, the Petitioner submitted a petition to the City, requesting the City's consent to the creation of the District. After more than 90 days passed without receiving consent, the petitioner submitted a petition to the City

to provide water or sewer services to the District. The 120-day period for reaching a mutually agreeable contract as established by the TWC Section 54.016(c) expired and the information provided indicates that the Petitioners and the City have not executed a mutually agreeable contract for service. Pursuant to TWC Section 54.016(d), failure to execute such an agreement constitutes authorization for the Petitioners to initiate proceedings to include the land within the district.

CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the petitioner and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. General information regarding TCEQ can be found at our web site <http://www.tceq.texas.gov/>.

Issued: March 5, 2021

Exhibit "A"

PROPERTY DESCRIPTION – TRACT 1

BEING A TRACT OF LAND SITUATED IN THE M. POWERS SURVEY, ABSTRACT NO. 843, THE S. POWERS SURVEY, ABSTRACT NO. 837, THE W. BERRY SURVEY, ABSTRACT NO. 73, THE M. ROGERS SURVEY, ABSTRACT NO. 944, THE A. NEWTON SURVEY, ABSTRACT NO. 806, THE C. SELF SURVEY, ABSTRACT NO. 994 AND THE B. BERRY SURVEY, ABSTRACT NO. 98, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED IN DEED TO RB FINCH FAMILY PARTNERSHIP, LTD. RECORDED IN VOLUME 1409, PAGE 781, OR THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT), AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO BRIAN EDWARD FINCH, RECORDED IN VOLUME 1363, PAGE 742, OPRECT, HEREIN COLLECTIVELY DESCRIBED AS FINCH TRACT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL SET IN THE NORTH LINE OF SAID FINCH TRACT, THE COMMON SOUTH LINE OF CIMARRON MEADOWS, UNITS I AND II, RECORDED IN CABINET E, SLIDE 35, OPRECT, IN THE APPROXIMATE CENTERLINE OF BOB WHITE ROAD (A VARIABLE WIDTH PRESCRIPTIVE AND DEDICATED RIGHT-OF-WAY), FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4466" FOUND FOR THE NORTHEAST CORNER OF LOT 1, BLOCK C, BOB WHITE ESTATES, RECORDED IN CABINET I, SLIDE 718, OPRECT BEARS S 89°41'10" W 1320.04 FEET AND S 00°58'38" E 46.66 FEET;

THENCE N 89°41'10" E, ALONG THE NORTH LINE OF SAID FINCH TRACT, THE SOUTH LINE OF CIMARRON MEADOWS, UNITS I AND II, RECORDED IN CABINET E, SLIDE 35, OPRECT, AND THE APPROXIMATE CENTERLINE OF SAID BOB WHITE ROAD, A DISTANCE OF 475.75 FEET TO A NAIL SET FOR AN ANGLE POINT IN THE NORTH LINE OF SAID FINCH TRACT AND THE INTERSECTION OF THE APPROXIMATE CENTERLINE OF SAID BOB WHITE ROAD AND THE WEST RIGHT-OF-WAY (ROW) LINE OF F.M. HIGHWAY NO. 664 (A CALLED 80' ROW), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 103.66 FEET, A CHORD BEARING S 59°17'26" E, A CHORD LENGTH OF 107.92 FEET;

THENCE, ALONG THE NORTH LINE OF SAID FINCH TRACT AND THE COMMON WEST ROW LINE OF SAID F.M. HIGHWAY NO. 664, AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 113.51 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR CORNER;

THENCE N 89°20'21" E, CONTINUING ALONG THE NORTH LINE OF SAID FINCH TRACT AND THE COMMON WEST ROW LINE OF SAID F.M. HIGHWAY NO. 664, A DISTANCE OF 726.28 FEET TO POINT FOR CORNER, SAID POINT BEING 2 FEET WEST OF THE WEST CITY LIMIT LINE OF THE CITY OF WAXAHACHIE, AS DESCRIBED IN CITY OF WAXAHACHIE ORDINANCES NO. 2291 AND 1480;

THENCE, OVER AND ACROSS SAID FINCH TRACT, AND 2 FOOT WEST OF SAID CITY LIMIT LINE, AS FOLLOWS:

S 01°07'00" E A DISTANCE OF 2586.42 FEET TO A POINT FOR CORNER BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 820.30 FEET, A CHORD BEARING S 46°00'31" E, A CHORD LENGTH OF 1157.92 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 1285.47 FEET TO A POINT FOR CORNER;

N 89°19'04" E A DISTANCE OF 56.41 FEET TO A POINT FOR CORNER;

S 00°40'56" E A DISTANCE OF 39.88 FEET TO A POINT FOR CORNER;

S 00°56'40" E A DISTANCE OF 2032.70 FEET TO A POINT FOR CORNER;

S 00°52'39" E A DISTANCE OF 705.80 FEET TO A POINT IN THE SOUTH LINE OF A 60' WIDE BRAZOS ELECTRIC POWER COOPERATIVE, INC. EASEMENT RECORDED IN VOLUME 471, PAGE 55, VOLUME 468, PAGE 36, VOLUME 468, PAGE 378 AND VOLUME 468, PAGE 38, OPRECT;

THENCE N 48°50'27" W, OVER AND ACROSS SAID FINCH TRACT AND ALONG THE SOUTH LINE OF SAID BRAZOS ELECTRIC EASEMENT, A DISTANCE OF 3400.39 FEET TO A POINT IN THE WEST LINE OF SAID FINCH TRACT, THE COMMON EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DONALD R. CHENEY, RECORDED IN VOLUME 638, PAGE 502, OPRECT, FROM WHICH A FENCE POST FOUND FOR AN INTERIOR ELL CORNER OF SAID FINCH TRACT AND THE SOUTHEAST CORNER OF SAID CHENEY TRACT, BEARS S 00°13'02" E 838.89 FEET;

THENCE N 00°13'02" W, ALONG A WEST LINE OF SAID FINCH TRACT AND THE COMMON EAST LINE OF SAID CHENEY TRACT, A DISTANCE OF 489.60 FEET TO A 3/8" IRON ROD FOUND FOR AN ANGLE POINT IN THE WEST LINE OF SAID FINCH TRACT, THE NORTHEAST CORNER OF SAID CHENEY TRACT AND THE COMMON SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO GAY GOODMAN REVOCABLE TRUST, RECORDED IN VOLUME 2410, PAGE 475, OPRECT;

THENCE N 00°32'24" W, ALONG A WEST LINE OF SAID FINCH TRACT AND THE COMMON EAST LINE OF SAID GOODMAN TRACT, PASSING AT A DISTANCE OF 526.62 FEET A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4466 FOUND, A TOTAL DISTANCE OF 1165.14 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR AN INTERIOR ELL CORNER OF SAID FINCH TRACT AND THE COMMON NORTHEAST CORNER OF SAID GOODMAN TRACT;

THENCE, OVER AND ACROSS SAID FINCH TRACT, AS FOLLOWS:

N 89°02'12" E, A DISTANCE OF 333.29 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR CORNER;

N 00°59'00" W, A DISTANCE OF 2313.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 209.355 ACRES OF LAND, MORE OR LESS.

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 12, 2021

Ms. Melisa Montague
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, Texas 75254

Re: Publication of Notice of District Petition regarding creation of Lakeview Municipal Utility District No. 3 of Ellis County
TCEQ Internal Control No. D-11042020-006

Dear Ms. Montague:

Enclosed is a copy of the notice for the above petition. Please carefully review the notice for accuracy prior to publication and distribution. Contact Daniel Harrison in the District Administration Office at 512/239-1224 if the notice is found to be in error.

This full notice, including Exhibits A and B, must be published in accordance with 30 Texas Administrative Code Section 293.12, at your client's expense, in a newspaper (or newspapers) regularly published or circulated in the county or counties in which the proposed district is to be located. Publication shall be once a week for two consecutive weeks. The 30-day comment period will begin on the day after the date of the **second** publication.

In addition, pursuant to 30 Texas Administrative Code 293.12, you are required to post the enclosed notice, including Exhibits A and B, on the bulletin board used for posting legal notices in each county in which all or part of the proposed district is to be located. This notice should be posted so that it is available to the public no later than the date of your second newspaper publication.

After notice has been published and posted in accordance with 293.12, please provide proof of these actions to the Chief Clerks Office (Mail Code 105). The proof for newspaper publication shall be the original TCEQ affidavit of publication completed and notarized by the newspaper and an original tear sheet from the newspaper. The proof of posting can be in the form of an affidavit signed by a representative for the proposed district, stating all facts of the posting action.

The Chief Clerk's Office should receive all affidavits no later than 14 days after the second publication of the notice in the newspaper.

If you have any questions regarding these publication requirements, please contact Georgia Carroll-Warren in this office at 512/239-3314.

Sincerely,

Laurie Gharis

Laurie Gharis
Chief Clerk

LG/ka
Enclosures

cc: To all on attached mailing list.

MAILING LIST

Lakeview Municipal Utility District No. 3 of Ellis County
TCEQ Internal Control No. D-11042020-006

Ms. Melisa Montague
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, Texas 75254

Mr. Andrew S. Mizerek, P.E.
Peloton Land Solutions
9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76177

Ms. Alyssa Taylor, Director
TCEQ Region 4
2309 Gravel Drive
Fort Worth, Texas 76118-6951

The Honorable Brian Birdwell
Texas Senate District 22
Brian.birdwell@senate.texas.gov

The Honorable John Wray
Texas House District 10
John.wray@house.texas.gov

Ms. Lori Cartright, City Secretary
City of Waxahachie
401 South Rogers
Waxahachie, Texas 75165

Ms. Krystal Valdez
Ellis County Clerk
109 South Jackson Street
Waxahachie, Texas 75165

Judge Todd Little,
Ellis County Judge
101 West Main Street
Waxahachie, Texas 75165

Ms. Edith Marvin
North Central Texas Council of
Governments
600 Six Flags Drive
Arlington, Texas 76011

Texas Commission on Environmental
Quality
P. O. Box 13087
Austin, Texas 78711-3087

Todd Galiga, Senior Attorney,
Environmental Law Division, MC-173

Mattie Isturiz, Staff Attorney,
Environmental Law Division, MC-173

Daniel Harrison, Bond Reviewer, Districts
Bond Team, MC-152

Chris Ulmann, Manager, Districts Bond
Team, MC-152

Kent Steelman, Drinking Water Technical
Review Team, Water Supply Division,
MC-153

Vic McWherter, Office of the Public
Interest Counsel, MC-103

Julie Albrecht, Office of the Public
Interest Counsel, MC-103

TCEQ - Office of the Chief Clerk
MC-105 Attention: Notice Team
PO Box 13087
Austin TX 78711-3087

Applicant Name: Lakeview MUD No. 3 of Ellis County
TCEQ Tracking No. D-11042020-006 CID Item No. 122885
Application Type: PETITION FOR CREATION OF A DISTRICT

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS §
COUNTY OF: _____ §

Before me, the undersigned authority, on this day personally appeared _____, who being by me duly
(name of newspaper representative)

sworn, deposes and says that (s)he is the _____
(title of newspaper representative)

of the _____ ; that said newspaper is
(name of newspaper)

regularly published or circulated in _____ County/Countries,
(name of county or counties)

Texas; that the attached notice was published in said newspaper on the following dates:

(date or dates of publication)

Newspaper Representative's Signature

Subscribed and sworn to before me this the _____ day of _____,
20 _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

(Seal)

Print or type Name of Notary Public

My Commission Expires _____

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF DISTRICT PETITION TCEQ Internal Control No. D-11042020-006

PETITION. Finch FP, Ltd. ("Petitioner") filed a petition for creation of Lakeview Municipal Utility District No. 3 of Ellis County (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, Section 59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority of the land to be included in the proposed District; (2) the proposed District will contain approximately 135.745 acres located within Ellis County, Texas; (3) the proposed District is entirely within the extraterritorial jurisdiction of the City of Waxahachie, Texas (City); and (4) although the City has not consented to creation of the District, the Petitioner has satisfied the requirements of Texas Water Code (TWC) Section 54.016(b) and (c) and Texas Local Government Code (TLGC) Section 42.042, so that the authorization for inclusion of the land in the proposed District may be assumed pursuant to the cited statutes.

The territory to be included in the proposed District is set forth in a metes and bounds description designated as Exhibit "A" and is depicted in the vicinity map designated as Exhibit "B," both of which are attached to this document.

The petition further states that the proposed District will: (1) construct, purchase, acquire, improve, or extend inside or outside of its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary or helpful to supply and distribute water for municipal, domestic, and commercial purposes; (2) collect, transport, process, dispose of and control domestic and commercial wastes; (3) gather, conduct, divert, abate, amend and control local storm water or other local harmful excesses of water in the District; (4) design, acquire, construct, finance, improve, maintain and operate macadamized, graveled or paved roads, and turnpikes, or improvements in aid of those roads; and (5) purchase, construct, acquire, improve, or extend inside or outside of its boundaries such additional facilities, systems, plants, and enterprises as shall be consonant with the purposes for which the District is created. It further states that the planned residential development of the area and the present and future inhabitants of the area will be benefited by the above-referenced work, which will promote the protection of the purity and sanitary condition of the State's waters and the public health and welfare of the community, thereby constituting a public necessity.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioner that the cost of said project will be approximately \$23,410,000. The financial analysis in the application was based on an estimated \$23,035,000 (\$14,355,000 for water, wastewater and drainage and \$8,680,000 for roads) at the time of submittal.

In accordance with TLGC Section 42.042 and TWC Section 54.016, the Petitioner submitted a petition to the City, requesting the City's consent to the creation of the District. After more

than 90 days passed without receiving consent, the Petitioner submitted a petition to the City to provide water or sewer services to the District. The 120-day period for reaching a mutually agreeable contract as established by the TWC Section 54.016(c) expired and the information provided indicates that the Petitioners and the City have not executed a mutually agreeable contract for service. Pursuant to TWC Section 54.016(d), failure to execute such an agreement constitutes authorization for the Petitioners to initiate proceedings to include the land within the district.

CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the petitioner and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC 103, at the same address. General information regarding TCEQ can be found at our web site <http://www.tceq.texas.gov/>.

Issued: March 12, 2021

EXHIBIT "A"

PROPERTY DESCRIPTION: TRACT 2

BEING A TRACT OF LAND SITUATED IN THE U. BAGGETT SURVEY, ABSTRACT NO. 155, AND THE N. CHAPMAN SURVEY, ABSTRACT NO. 251, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO JEEM FINCH PARTNERSHIP, LTD, RECORDED IN VOLUME 1655, PAGE 894, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR CORNER IN THE NORTH LINE OF SAID FINCH TRACT AND THE COMMON SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO MICHELLE HENGGELER, RECORDED IN VOLUME 2761, PAGE 1005, OPRECT, FROM WHICH A NAIL SET FOR THE NORTHWEST CORNER OF SAID FINCH TRACT AND THE COMMON SOUTHWEST CORNER OF SAID HENGGELER TRACT, IN THE APPROXIMATE CENTERLINE OF LONG BRANCH ROAD (A VARIABLE WIDTH PRESCRIPTIVE ROW) BEARS S 89°27'52" W 792.01 FEET;

THENCE N 89°27'52" E, ALONG THE NORTH LINE OF SAID FINCH TRACT AND THE COMMON SOUTH LINE OF SAID HENGGELER TRACT, A DISTANCE OF 1958.31 FEET TO THE NORTHEAST CORNER OF SAID FINCH TRACT, IN APPROXIMATE CENTERLINE OF A CREEK;

THENCE ALONG THE EAST LINE OF SAID FINCH TRACT AND THE APPROXIMATE CENTERLINE OF SAID CREEK AND THROUGH A RESERVOIR, AS FOLLOWS:

S 18°16'36" W, A DISTANCE OF 650.00 FEET TO A POINT;

S 07°58'24" E, A DISTANCE OF 383.33 FEET TO A POINT;

S 10°16'36" W, A DISTANCE OF 408.95 FEET TO A POINT;

S 01°24'08" E, A DISTANCE OF 297.01 FEET TO A POINT;

S 28°07'03" E, A DISTANCE OF 1479.95 FEET TO A POINT THAT IS 2 FEET NORTH OF THE NORTH CITY LIMIT LINE OF THE CITY OF WAXAHACHIE, AS DESCRIBED IN THE CITY OF WAXAHACHIE ORDINANCES NO. 2129 AND 1580;

THENCE, S 89°26'50" W, CONTINUING OVER AND ACROSS SAID FINCH TRACT AND 2 FEET NORTH OF SAID NORTH CITY LIMIT LINE, A DISTANCE OF 964.26 FEET TO A POINT;

THENCE S 00°00'00" E, CONTINUING OVER AND ACROSS SAID FINCH TRACT AND 2 FEET WEST OF THE WEST CITY LIMIT LINE, A DISTANCE OF 522.02 FEET TO A NAIL SET FOR CORNER IN THE SOUTH LINE OF SAID FINCH TRACT, THE COMMON NORTH LINE OF ROE ESTATES, PHASE TWO, RECORDED IN CABINET, B, SLIDE 510, OPRECT, IN THE APPROXIMATE CENTERLINE OF SAID LONG BRANCH ROAD;

THENCE S 89°26'53" W, ALONG THE SOUTH LINE OF SAID FINCH TRACT, THE NORTH LINE OF SAID ROE ESTATES AND THE APPROXIMATE CENTERLINE OF SAID LONG

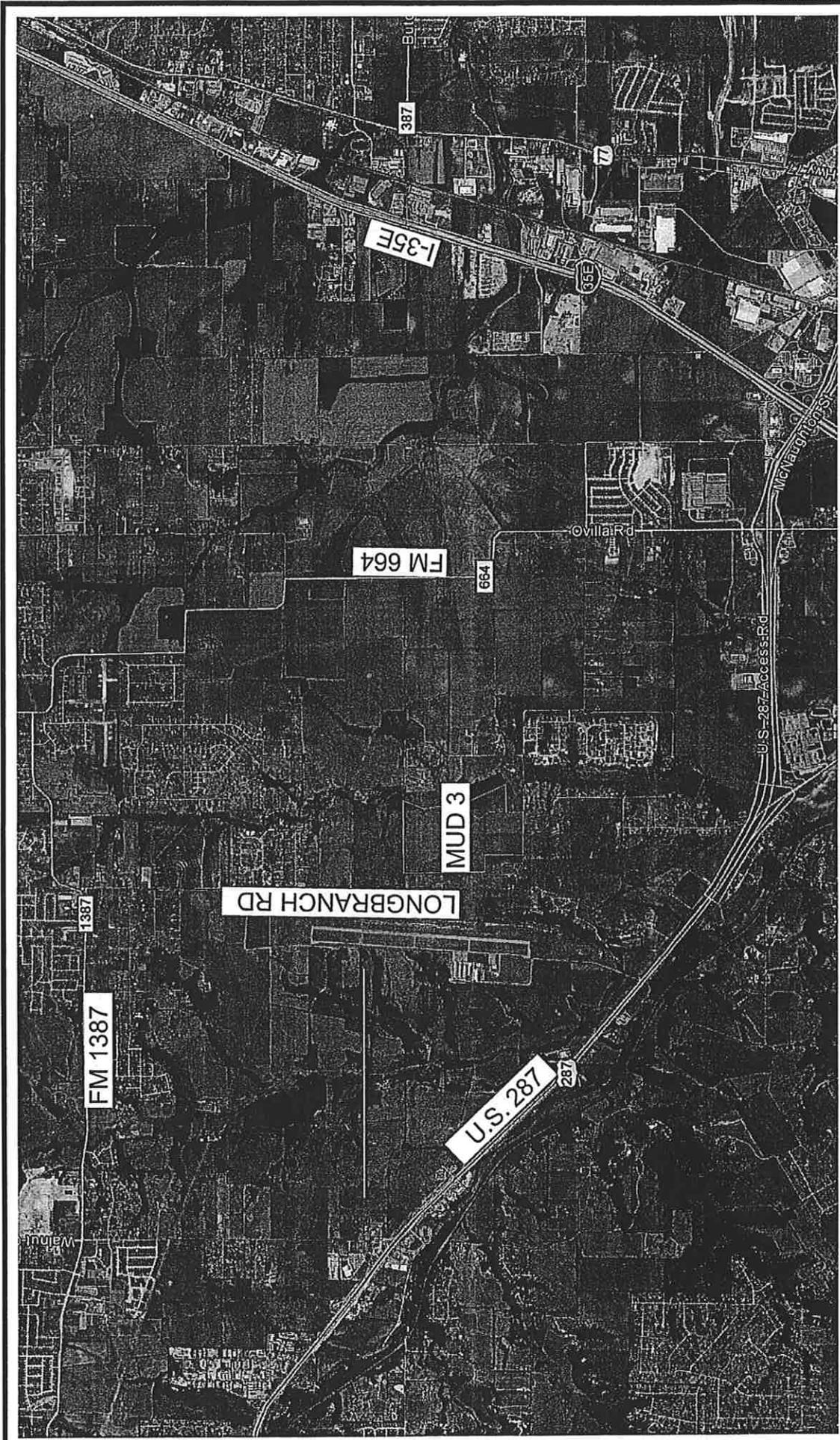
BRANCH ROAD, A DISTANCE OF 945.92 FEET TO A POINT THAT IS 2 FEET EAST OF THE EAST CITY LIMIT LINE;

THENCE OVER AND ACROSS SAID FINCH TRACT, 2 FEET EAST OF THE EAST CITY LIMIT LINE, AS FOLLOWS:

N 01°17'47" W, A DISTANCE OF 1186.35 FEET TO A POINT;

S 88°06'33" W, A DISTANCE OF 470.20 FEET TO A POINT;

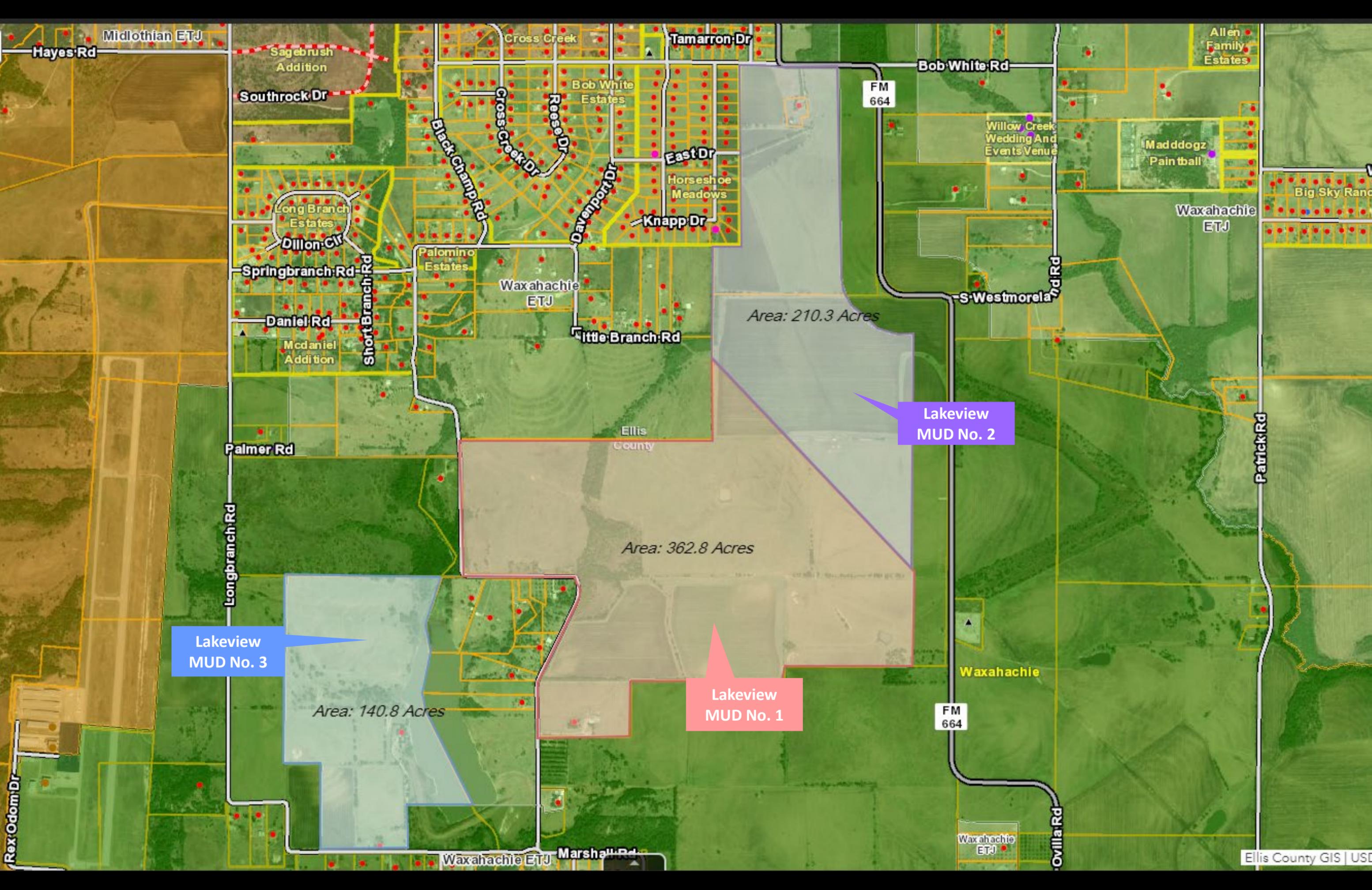
N 00°47'26" W, A DISTANCE OF 2353.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 135.745 ACRES OF LAND MORE OR LESS.



LAKEVIEW MUD NO. 3
 EXHIBIT A - DISTRICT LOCATION MAP
 ETJ OF THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS
 SEPTEMBER 2020



N.T.S.



COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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Please fill out this form completely:

DATE: March 30, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 6, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration and approval for an Annual Update for our Fixed Asset Inventory in the amount not to exceed \$20,000.00, using Texas Association of School Boards BuyBoard Cooperative Contract number 579-19 with RCI.

*
County Attorney Approval



March 30, 2021

EJ Harbin
Ellis County
101 West Main Street
Waxahachie, TX 75165

SCAN AND TAG UPDATE
FIXED ASSET MANAGEMENT PROGRAM

Dear Mr. Harbin,

RCI offers an Annual Update for our Fixed Asset Management Program (FAMP).

SCAN AND TAG UPDATE

RCI will send a team of specialists to your facilities and place bar codes on all items with a value of \$500.00 or more that do not have an existing bar code tag. We will record the new bar coded information (bar code number, description, manufacturer, model, serial number, location, etc.) and enter it into the Fixed Asset Management Program. Our specialists will scan all new and previously bar coded items. This scanned information will be uploaded into our software, which compares the existing database to the newly scanned data. This allows the system to identify items that were not found during the inventory and/or were not properly entered into the database.

As we proceed through the annual update, the project coordinator will conduct an on-going daily reconciliation to locate items initially showing up as "items not scanned." This effort will reduce the majority of "common-sense" omissions caused by locked doors, items missed in the scanning process, etc. We include the RCI reconciliation in your pricing proposal and it will reduce the number of assets that will require additional research upon completion of the project. Please note that remaining items in the "items not scanned" report will need to be researched by your staff.

Sincerely,

A handwritten signature in black ink that reads "Linda LaField". The signature is written in a cursive, flowing style.

Linda LaField
Account Manager



ACCEPTANCE OF FIXED ASSET ANNUAL UPDATE

ELLIS COUNTY

WAXAHACHIE, TX

PROPOSAL DATED: MARCH 30, 2021

The cost of the annual update will be as follows:

Scan and Tag Update for a flat fee of \$20,000.00

RCI will require a payment of **\$14,000.00** at the end of the on-site portion of the project with the remainder due upon the delivery of the updated software program.

BUYBOARD CONTRACT NO. 579-19 Technology Equipment, Products, Services and Software

Organization Name Ellis County State TX

Your Name _____ Title _____

Acceptance Signature _____ Date _____

Phone Number _____ Purchase Order # _____

E-mail Address ej.harbin@co.ellis.tx.us

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: _____ March 30th, 2021 _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin _____

PHONE: ___972-825-5117_____ FAX: _____972-825-5119_____

DEPARTMENT OR ASSOCIATION: _ Purchasing _____

ADDRESS: _ 101 W. Main St., Suite 102, Waxahachie, TX 75165 _____

PREFERRED DATE TO BE PLACED ON AGENDA: April 6th, 2021 _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration and action to purchase three (3) 2022 Mack Pinnacle Dump Truck's for Road and Bridge Precinct 1 in an amount of \$466,723.00 using HGACBuy Contract # HT06-20 with Grande Truck Center.

* _____
County Attorney Approval

NOTE:

This Workbook contains two versions of H-GAC's Contract Pricing Worksheet.

One is for standard equipment/services, and the other is for Catalog or Price Sheet type purchases. Please contact H-GAC staff about use of the worksheets if you have any questions.

(See Tabs At Bottom To Select Appropriate Worksheet.)



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: HT06-20

Date Prepared: 3/9/2021

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Ellis County Pct 1	Contractor:	Grande Truck Center
Contact Person:	Randy Stinson	Prepared By:	Bob Davie
Phone:	972-825-5330	Phone:	512-632-6622
Fax:		Fax:	210-666-7216
Email:	randy.stinson@co.ellis.tx.gov	Email:	bdavie@grandetruck.com

Product Code:	II	Description:	PI64R 2022
---------------	-----------	--------------	-------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 46445

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MP8-445	3800	Transmission Cooler	2200
46K Rear Suspension	7900	Bronze Trunnion Bushings	3850
Traction Diff	3850	Wheelbase 224	4200
CRDP 150/151 Carrier	3848	After Frame	1850
Lube Rear axle	1150	11.811 x 3.54 x .37	3800
PTO Control and Switch	2150	Dual Mounted Exhaust	1559
44K Rear Axle	5800	Application Class Voc	3800
14.6 Front Axle	3100	Warren Dump	22780
14.6 Springs	3100	Bulldog Stylized Mirrors	2950
93 gallon alum fuel Tank	1450	TMD13AFO-HD	6357
Hand Control Valve	5500	Subtotal From Additional Sheet(s):	
HD Cast Axle Housing	1850	Subtotal B:	96844

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Parker Pump	6082	Dual Trucklite Super-44	667
44K Suspension credit	-777		
upgrade Dump	5980	Subtotal C:	11952

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 8%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 155241

Quantity Ordered:	3	X Subtotal of A + B + C + D:	155241	=	Subtotal E:	465723
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F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 1000

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 466723

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: March 29, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

Please place this item on consent if possible.

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 6, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Approval of freight Charges in the amount of \$ 1,540.22 for the WebEx equipment for the Justice of the Peace Precinct 1, Precinct 2, Precinct 3, and Precinct 4.

*
County Attorney Approval

Flair Data Systems
 2805 N DALLAS PKWY STE 240
 AP@FLAIRDATA.COM
 PLANO TX 75093
 CORPORATE OFFICE
 (214) 373-6699



Invoice	82517
Date	3/8/2021
Page	1

AUSTIN
 (512) 342-9990

DENVER
 (303) 904-2700

TYLER
 (903) 852-2033

FT. WORTH
 (817) 966-2991

COLORADO SPRINGS
 (719) 325-1120

Bill To:

Ship To:

ELLIS COUNTY
 A/P - TERAL CRAWFORD
 109 S JACKSON ST
 WAXAHACHIE TX 75165

ELLIS COUNTY
 DARIN JACKSON
 300 S JACKSON ST
 WAXAHACHIE TX 75165

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Order Date	Order	
21-000829	5750	44 MORGAN - 1ST	DROP SHIP - GRD	NET 30	2/17/2021	109430	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
4	4	0	CS-BOARD55S-G-K9 WZS2423E00W WZS2423E047 WZS2423E00M WZS2423E00E	Cisco Webex Board 55S (GPL)	\$0.00	\$12,446.56	\$49,786.24
4	4	0	CON-SSSNT-CBOAR55G WZS2423E00E WZS2423E00M WZS2423E00W WZS2423E047	SOLN SUPP 8X5XNBD Cisco Webex Board	\$0.00	\$3,268.67	\$13,074.68
4	4	0	AVT-487A01-CSB55 SO119965220	DYNAMIQ MOBILE MCART HEIGHT ADJ, i	\$0.00	\$1,835.01	\$7,340.02

Teral L Crawford
 3-19-2021
 I.T. Director
 ✓ 001-0135-508020
 ✓ PO# 21-000829

RECEIVED
 MAR 19 2021
 ELLIS COUNTY AUDITOR

APPROVED FOR PAYMENT
 ELLIS COUNTY AUDITOR

MAR 22 2021

EXCEPTION _____

Subtotal	\$70,200.94
Misc	\$0.00
Tax	\$0.00
Freight	\$1,540.22
Trade Discount	\$0.00
Total	✓ \$71,741.16

PLEASE REMIT TO:
 2805 N. DALLAS PKWY, SUITE 240, PLANO, TX 75093

A portion of your freight charges may include inbound freight.

CONDITIONS OF SALE:
 1. A 15% RESTOCKING CHARGE WILL BE ADDED TO ALL RETURN MATERIAL TICKETS.
 2. Claims on error, damage, and shortage must be reported upon delivery.
 3. COPY OF INVOICE MUST ACCOMPANY ANY RETURNS.
 4. Sales tax charge on all shipments unless exemption certificate on file.
 5. This purchase is payable in Dallas, Dallas County, Texas.
 6. Accounts not paid in full by the due date are subject to 2% monthly or 24% per year on the unpaid balance.



**ELLIS COUNTY
PURCHASING DEPARTMENT**

PHONE: (972) 825-5115
FAX: (972) 825-5119

**PURCHASE ORDER
PAGE NO. 1**

No. 21-000829

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 02/19/2021

VENDOR NO: 06420

SHIP TO: INFORMATION TECHNOLOGY
109 S. JACKSON ST
WAXAHACHIE, TX 75165

VENDOR: FLAIR DATA SYSTEMS
2805 N DALLAS PARKWAY #240
PLANO TX 75093

CONTRACT #:

REQUIRED DATE		SHIP VIA		F.O.B.		TERMS		BUYER	
02/19/2021		BESTWAY		SHIPPING		NET30		EJ HARBIN	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION				UNIT COST	EXTENSION	
1	1.00	EA	Cisco WebEx Boards for 4 JP's 001-0135-508020				\$71,741.16	\$71,741.16	
							TOTAL	\$ 71,741.16	

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

SUBMIT ALL CLAIMS FOR PAYMENTS BY
EMAIL: accountspayable@co.ellis.tx.us
OR
US MAIL: Ellis County
Accounts Payable Department
109 S. Jackson St.
Waxahachie, TX 75165
FAX: (972) 825-5124

By:

PURCHASING AGENT

STANDARD PURCHASING TERMS AND CONDITIONS set forth in the Ellis County official website, solicitation or quotation, are incorporated herein by reference and become a part of this order.

PURCHASE ORDER NUMBER MUST APPEAR ON YOUR INVOICE



**ELLIS COUNTY
PURCHASING DEPARTMENT**

**PURCHASE ORDER
PAGE NO. 1**

PHONE: (972) 825-5115
FAX: (972) 825-5119

No. 21-000829

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE.

DATE OF ORDER: 02/19/2021

VENDOR NO: 06420

SHIP TO: INFORMATION TECHNOLOGY

VENDOR: FLAIR DATA SYSTEMS
2805 N DALLAS PARKWAY #240
PLANO TX 75093

109 S. JACKSON ST
WAXAHACHIE, TX 75165

CONTRACT #:

REQUIRED DATE	SHIP VIA	F.O.B.	TERMS	BUYER	
02/19/2021	BESTWAY	SHIPPING	NET30	EJ HARBIN	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	1.00	EA	Cisco WebEx Boards for 4 JP's 001-0135-508020	\$71,741.16	\$71,741.16
				TOTAL	\$ 71,741.16

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

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OR
US MAIL: Ellis County
Accounts Payable Department
109 S. Jackson St.
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FAX: (972) 825-5124

By:

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PURCHASING

- 2.1 Consideration, discussion and approval for the County Judge to execute lease agreements with Bancorp South for (1) 2021 Ford F250 Pickup Truck for the AgriLife Extension Department and (1) 2020 GMC Sierra 1500 4 Wheel Drive Pickup Truck. for the Purchasing Department. The leases will be for 4 years.
- 2.2 Consideration, discussion and approval to purchase four (4) Cisco Webex Board's for Justice of the Peace Precinct 1, Precinct 2, Precinct 3, and Precinct 4 in an amount of \$70,200.94 using DIR-TSO-2542 with Flair Data Systems, Inc.
- 2.3 Consideration, discussion and approval to purchase two (2) 2022 Mack MD 7 Dump Trucks for Road and Bridge Precinct 3 in an amount of \$177,244.42 using HGAC Buy Contract # HT06-20 with Grande Truck Center.
- 2.4 Consideration, discussion and approval for the award of Bid Number RFB 2020-022 - Contract for Wholesale Gas & Diesel - to Avenue Fuel Distributors.
- 2.5 Consideration, discussion and approval to renew the following bid RFP-2019-008 Disaster Debris Removal, Reduction, Disposal and other Emergency Debris Related Services with D&J Enterprises, Inc and Crowder Gulf, for a one-year period January 26, 2021 to January 25, 2022.
- 2.6 Consideration, discussion and approval for the award of Bid Number RFB 2020-002 – Contract for Specialty Emulsions to Wright Asphalt Products Company LLC.

ADMINISTRATIVE

- 3.1 Consideration, discussion and approval of the appointment of Michael V. Greenlee to the Ellis County Rural Rail Transportation District Board for a 2-year term. – *Randy Stinson, Ellis County Commissioner Pct.1*
- 3.2 Consideration, discussion and approval of the necessary funds from the General Fund for the replacement of one tilt skillet in the jail kitchen. The current skillet is over 11 years old and is inoperable. The skillet is necessary for the preparation of inmate food on a daily basis. The cost is \$21,692.00. – *County Sheriff, Brad Norman*
- 3.3 Consideration, discussion and approval for the TEEX Memorandum of Agreement to be signed. This agreement allows Ellis County Sheriff's Office to hold its Detention Officer's physical skills course that is required to attain their Jailer license through TCOLE. This agreement is a renewal. The original MOA was signed in January of 2011. - *County Sheriff, Brad Norman*
- 3.4 Consideration, discussion and approval to fill the vacancy of Constable Pct.2 via appointment, pursuant to Tex. Loc. Gov't Code § 87.041(a)(10). – *County Judge, Todd Little*

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: March 30, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Emergency Management

ADDRESS: 101 W. Main St., Suite B105, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 6, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval for a new Emergency Management Specialist position for the Office of Emergency Management.

*
County Attorney Approval



DATE	April 2021
FLSA	Non-exempt

JOB TITLE: Emergency Management Specialist

DEPARTMENT: Emergency Management

SUMMARY: Under the general direction of the Emergency Management Coordinator (EMC), provides support to the EMC and Emergency Management Planner (EMP) in all phases of emergency management. Assists in managing the Ellis County Emergency Management program, the Emergency Operations Center (EOC), and all functions within.

Responsible for all aspects of the Community Readiness Initiative (CRI) grant and maintenance of the EOC.

ESSENTIAL JOB FUNCTIONS:

- Coordinates grant programs, including but not limited to Community Readiness Initiative (CRI); prepares program budgets for the fiscal year; works with the EMC to expend grant funds in accordance with the budget; prepares and submits financial reports for reimbursement of expended funds.
- Plans and executes required drills and exercises to be compliant with grant contracts.
- Manage inventory of equipment and maintain accurate records of all grant or generalfunded purchases.
- Manage the master resource list.
- Work with the EMC and EMP to develop, evaluate, and maintain emergency management plans; ensure compliance with all State and Federal regulations.
- Monitor potential emergencies to include but not limited to severe weather; initiate emergency alert notifications and activate EOC.
- Assists in coordinating disaster field response and operations required for damageassessments, sheltering, volunteer and donations management, or other related activities.
- Assist EMP with coordinating the public education program and attend local events to deliver information.
- Assist EMC with Citizens Emergency Response Team (CERT).
- Attend training courses to further education in emergency management.
- Assist EMC in updating department social media sites and County website.
- Assist legal with public information requests.
- Complete special projects and other duties as assigned.
- Serve on a rotational on-call basis to activate EOC 24/7/365 as required by emergency and/or disaster situations that may require emergency management assistance.
- Provide technical support to ensure the EOC remains in a constant state of operational readiness, including equipment and technology.

SUPERVISORY/BUDGET RESPONSIBILITIES:

This position has no supervisory responsibility and has limited grant budget responsibility.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of emergency management phases, Incident Command System, and National Incident Management System.
- Knowledge of State and Federal rules, codes, and regulations as relative to emergency management.
- Ability to establish and maintain effective working relationships with fire department personnel, law enforcement agencies, public officials, volunteers, media representatives, and the general public.
- Ability to multi-task, organize, prioritize and adapt to constantly changing situations, and effectively take appropriate action.
- Ability to communicate in a clear, concise, and effective manner, both verbally and in writing.
- Ability to assess and prioritize multiple tasks, projects, and demands.
- Ability to analyze and systematically compile technical/statistical information and prepare reports.
- Self-disciplined and self-motivated to work alone and with others; ability to exercise good judgment in safeguarding of confidential or sensitive information.
- Ability to maintain emotional control and work effectively during emergencies, crisis situations or extremely stressful situations.
- Advanced proficiency level utilizing Microsoft Office applications including Excel, PowerPoint, Access, Publisher, Word, and Outlook, WebEOC and the ability to learn other apps or platforms quickly.
- Must be able to obtain a valid amateur radio operator's license for communications with the amateur radio group within one (1) year of appointment.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in Emergency Management, Business/Public Administration, Political Science or related field. A combination of work experience and education may be considered in lieu of a Bachelor's degree requirement.
- Minimum of one (1) year of experience in emergency management, plan development and/or grant management.
- Computer experience; proficient in typing.
- Valid Class C Texas Driver's License.

WORKING CONDITIONS:

Position is located in an office environment with little or no exposure to environmental conditions. Health and safety hazards are minimal. Protective equipment relative to current outdoor conditions will be required when responding to a disaster scene. Fine dexterity, sitting, talking, hearing and vision are constantly used. Occasionally, walking, standing, reaching, handling, lifting, and carrying

CONDITIONS OF EMPLOYMENT:

- Must successfully complete a pre-employment drug screen.
- Must successfully complete a background investigation.



ELLIS COUNTY
OFFICE OF EMERGENCY MANAGEMENT

101 W. Main St. · Waxahachie, Texas 75165
Office (972) 825-5199 · Fax (972) 825-5551

**Office of
Emergency Management**

Samantha Pickett
EMC Coordinator
Samantha.Pickett@co.ellis.tx.us

March 30, 2021

SUBJECT: Emergency Management Specialist Position

TO: Ellis County Commissioners' Court

Office of Emergency Management is seeking an Emergency Management Specialist position to assist and aid in various roles and responsibilities in the Ellis County Emergency Management Program.

Emergency Management roles and responsibilities are continuously expanding due to population growth, hazard vulnerability, and continuous disasters. Roles and responsibilities include areas such as grant management, public education, preparedness, training and exercises, activation and mobilization of resources, ongoing emergency and command operations, response and recovery operations, continuity planning and operations, communications, logistics, hazard risk assessment, and collaborating with stakeholders and partners (e.g., Federal, State, Local, community groups, non-governmental organizations, and the private sector).

Prior to the pandemic, Office of Emergency Management was operating at a minimal staffing capacity with the amount of work load listed above.

Since the pandemic, in lieu of a Public Health Department, Ellis County Office of Emergency Management has been focusing our efforts into the response and recovery of public health needs. This has caused a ripple effect in keeping up with day-to-day activities for mandated Emergency Operation Plans (EOP), Hazard Mitigation Action Planning (HazMAP), and other plans tied to grant funding for our All-Hazard approach. Without current plans (HazMAP and EOP with multiple annexes expiring this year), Ellis County has the potential lose hundreds of thousands to millions in disaster repairs (ex. Road and bridges, public safety buildings, etc.). Additionally, our minimal staffing has an impact for County assistance to local municipalities during disaster response (life, safety, and property) and recovery coordination (assisting local jurisdictions immediate multiagency disaster response and recuperating costs from those damages).

Looking forward, Public Health response and recovery needs are continuous as COVID-19 response and other infectious diseases arise (such as Ebola, West Nile, Flu, etc). All-Hazards mitigation, preparedness, response, and recovery needs will fall short if we do not obtain additional staffing assistance.

Thank you for your consideration in hiring an Emergency Management Specialist to enhance our Ellis County Emergency Management Program. Please let me know if I can provide any additional information.

Sincerely,

Samantha Pickett
Emergency Management Coordinator
Ellis County Emergency Management
Waxahachie, TX 75165
Office – (972) 825-5199
Samantha.Pickett@co.ellis.tx.us

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 03/24/2021 SUPPORTING DOCUMENT(S) ATTACHED? (**Y** / N)

NAME: Cheryl Chambers

PHONE: 972-825-5127 FAX: 972-825-5129

DEPARTMENT OR ASSOCIATION: Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: April 6, 2021

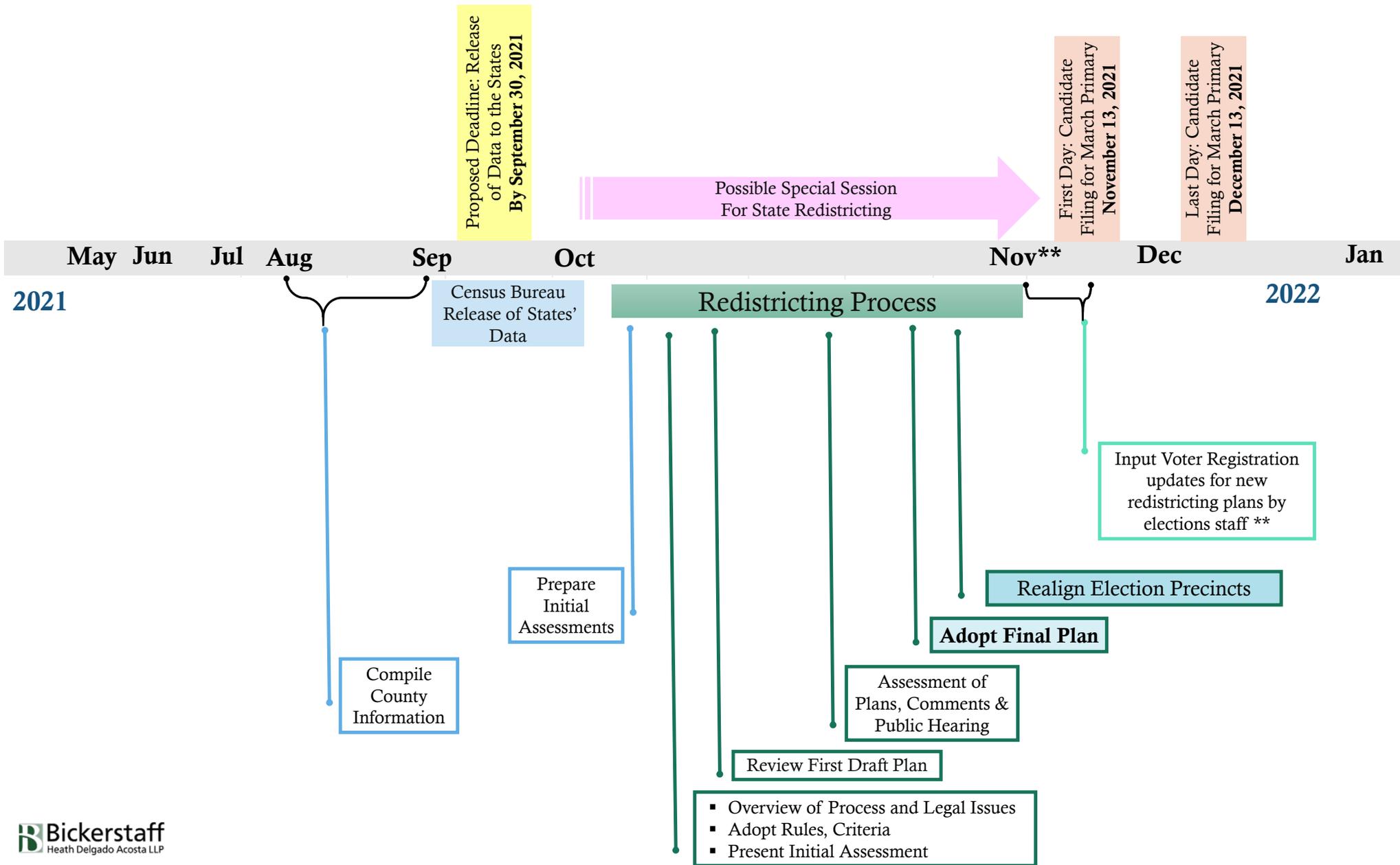
DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration and approval to allocate monies within the Ellis County Child Abuse Prevention Fund, per Texas Code of Criminal Procedure Art. 102.0186; funds to be disbursed quarterly, 50% of funds to CASA and 50% to Ellis County Children's Advocacy Center. Presented by Rebecca Lundberg.

* _____
County Attorney Approval

Proposed 2021 Time Line for County Redistricting

Based on Census Bureau Projected Data Release by September 30, 2021*



*Based upon the last information posted by the Census Bureau on February 12, 2021. This time line assumes no changes to the current election deadlines.

**Redistricting process does not have an effect on the November 9, 2021 election but runs concurrently with preparations for it.

Waxahachie Civic Center

P.O. Box 757, 2000 Civic Center Lane, Waxahachie, Texas 75168
(469) 309-4040 - Fax 1 (469) 309-4048



THE STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE

This agreement, made and entered into this _____ day of _____, _____, by and between the City of Waxahachie, acting by and through its Civic Center Director, hereinafter called Lessor, and _____, hereinafter called Lessee, witness:

I. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant unto the Lessee the right to use and occupy the following described space, facilities and premises located in the Waxahachie Civic Center and grounds, City of Waxahachie, County of Ellis, Texas, to wit:

to be used for the purpose of _____ and for no other purpose without the written consent of the Lessor for a term commencing at _____ o'clock _____ m. on the _____ day of _____, _____, and terminating at _____ o'clock _____ m. on the _____ day of _____, _____, together with the further right of access to, and a limited use thereof for _____ hours prior to the hour first stated and _____ hours after the last stated, for the purpose of putting in equipment, preparing the premises and equipment for use, and packing up and removing equipment afterwards.

II. Lessee hereby covenants and agrees to pay to Lessor, at its office, for use of said premises:

a. The sum of _____ dollars (\$ _____), or _____ % of the gross receipts of such performance or event, whichever amount is greater.

b. And charges as follows:

- Space _____
- Early move in (1/2 Reg. Rate) _____
- Late move out (1/2 Reg. Rate) _____
- Security officers _____
- Misc. _____
- Misc. _____

TOTAL _____

c. The balance due, if any, on a percentage basis for a ticketed event, shall be paid immediately after the holding of the performance or event. Such payment to be supported by a detailed box office statement; and Lessee further covenants and agrees to pay to Lessor on demand any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to or loaned to Lessee, a copy of the request by Lessee for additional services, if any, is attached hereto and made a part hereof for all purposes, and Lessee agrees to permit the Civic Center Director, in case of failure to pay any sum due to Lessor, to take from the box office receipts belonging to Lessee, a sufficient amount to pay said sums to Lessor.

d. Further, Lessor does hereby grant unto the Lessee the right to designate the Civic Center, located at 2000 Civic Center Ln., Waxahachie, TX 75165, as an auxiliary courthouse pursuant to Local government Code Section 292.001 to serve a necessary and public purpose.

III. The Civic Center Director reserves the right to refuse rental and facilities of the Waxahachie Civic Center unless full payment is made as stipulated in this contractual agreement.

IV. This agreement is made and entered into upon the following covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform:

1. Indemnities and Insurance:

(a) Lessee hereby covenants and agrees to hold harmless and relieve and discharge the City of Waxahachie, its officers and employees, from any and all liability for loss, injury, or damages to any person or persons for personal injuries or death of any person or persons, or loss or damage to property occasioned by or sustained by reason of the occupancy and use of the Waxahachie Civic Center and/or the facilities thereof.

(b) Lessee hereby covenants and agrees to pay for any and all damage to the Civic Center building and damage to or loss of any of the property or equipment of the Civic Center or for any other City property, resulting **directly** from such occupancy or use of the Civic Center, by or through the negligence and/or the acts of Lessee, his agents, employees or any person or persons participating in or attending the performance, attraction, event or affair in connection with or during said use and occupancy.

(c) Lessee at the discretion of Lessor, shall secure at its own expense and provide Lessor with evidence that it has comprehensive general liability insurance, including products and liquor liability, in the amount of One Million and No/100 (\$1,000,000.00) Dollars written and issued by an insurance company authorized by the State Board of Insurance at Austin, Texas, to do business in the State of Texas (see also Rules and Regulations). **Lessor shall be named as certificate holder or as additionally insured in said policy of insurance.**

_____ INITIALS

(d) Lessee shall at the discretion of the Civic Center Director procure Workmen's Compensation Insurance protecting the agents and/or employees of Lessee as required by the laws of the State of Texas. Lessee agrees to pay or cause to be paid all compensation, medical, or hospital bills which may become due or payable thereunder, and to protect and indemnify Lessor from and against any and all liability by reason of injury to the agents and/or employees of Lessee.

2. PREMISES

(a) Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises hereinabove specifically described for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.

(b) Neither the halls nor ramps of said building or premises, nor the sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any other purposes than **ingress or egress**, and Lessee will not permit any chairs or moveable seats to be or remain in the passageways, and will keep such passageways clear at all times.

(c) Lessor, through its Civic Center Director, police officers, firemen and other designated representatives, shall have the right at any time to enter any portion of the premises hereinbefore described for any purpose whatsoever and the entire Civic Center building and facilities, including the premises expressly covered by this agreement, shall at all times be under the charge and control of the Civic Center Director, or his authorized agent. The keys to the premises shall remain in possession of Lessor or its Civic Center Director, but during the period covered by this agreement, the entrances and exits of the premises shall be locked under the direction of Lessee in accordance with the terms of this contract.

(d) Lessee shall not assign this agreement or any part thereof, nor suffer any use of said premises other than herein specified, without the written consent of Lessor.

(e) If the Lessee, being entitled to possession hereunder shall fail for any reason to take possession of or use the premises **without the written** consent of Lessor, **no rent refund** shall be made and any payment made to Lessor shall be taken by Lessor and the full rent called for by this agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor.

(f) In case the premises covered by this agreement, or the building of which such premises are a part be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other cause herein specified shall render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

(g) The Lessee accepts such premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance thereof, and waives defects therein and agrees to hold Lessor harmless from all claims for any such damage.

(h) The lessee shall return the facility as closed to the condition it was received. Any major repair or outside cleaning cost will be passed on to the lessee. All trash must be bagged and removed after the event is completed in the civic centers outside dumpster. Bags will be provided by the center. The time it takes to clean is part of the event time and if more time is needed additional cost will occur.

(i) **Cancellation and Rescheduling Policy is 30 days**, written notification must be received no later than 30 days prior to the event to receive any refund. **All** cancellations or rescheduling requests must be in writing.

3. EXPIRATION OF LEASE:

(a) At the expiration of this lease, as hereinbefore set forth, Lessee shall quit the premises and return to the Civic Center Director all equipment and facilities procured in as good condition and repair as when acquired except for ordinary wear and use.

(b) Lessor reserves the right after the termination of the time for which the said premises are rented by this agreement to remove from the building all effects remaining therein and to store the same wherever it sees fit in its name, or at its option, in the name of Lessee but at the **cost, expense and risk of Lessee**, and Lessor shall not be liable in any way to Lessees on account of so removing and storing any such effects. For such additional period beyond the term of this agreement as any effects of Lessee may so remain in the building Lessor shall be entitled to charge a sum per day.

4. UTILITIES:

(a) Lessor shall furnish at Lessor's expense, heat, water, lights and air conditioning necessary for Lessee's use during the term of this contract deemed necessary by the Civic Center Director, and all necessary janitor service deemed necessary by the Civic Center Director and cause the premises hereinabove described to be kept clean and generally cared for during the term of this contract, except that Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor. All utilities will be furnished from present openings on the premises covered by this agreement, and no gasoline, oil flashlights or any other artificial lighting or light plants or electrical equipment shall be permitted. No engine, motor or machinery shall be operated on the premises without the written consent of the Civic Center Director.

(b) Unless otherwise authorized by the Civic Center Director, all plumbing, electricity, or carpenter work to be done on the premises in connection with the use authorized herein and all electrical current or domestic gas required shall be done or furnished by Lessor, or its approved representative, for which Lessee shall pay Lessor for on the basis of the rates set forth in the schedule of rates on file in the office of the Civic Center Director. Any connection or disconnection to the above systems must be completed by the Waxahachie Civic Center's technician. All electrical equipment must be U.L. and City of Waxahachie approved. Access to equipment rooms or utility boxes are prohibited without authorization from a facility staff member.

INITIALS _____

5. **CONCESSION SALES. Lessor reserves unto itself for its assigned agents the sole right to:** (a) Sell or dispense programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobaccos, candies, foods, phonograph records, clothing articles, snack foods, novelties, or any related merchandise commonly sold or dispensed in the Civic Center.

(b) Lessor or its assigned agents shall allow the Lessee or its authorized representative to dispense or sell the said items only on written consent of the Civic Center Director or Lessor's agent. Lessee agrees to pay to Lessor or its agent a percentage of the gross sales receipts on the basis of the rates set forth in the schedule of rates on file in the office of the Civic Center Director.

6. **PARKING LOTS.** Lessor reserves the right to maintain and operate the Civic Center parking lots located within the area under the supervision and control of the Civic Center Director.

7. PERSONNEL.

(a) Rental of the premises hereinabove described at the rates provided shall not entitle the Lessee to any personal service in connection with the staging of the event or attraction for which the permit is issued, provided, however, that the Civic Center Director may in his discretion, furnish at no extra cost, the services of those employees of the City of Waxahachie who are regularly employed as a part of the Civic Center Staff, but such service shall not include extra services not normally provided by the Civic Center and not normally performed by the Civic Center Staff. Lessee shall hire and pay the salaries of all other employees required in connection with the event of attraction including the salaries of all stage employees, front lamp operators, projectionists, ticket takers, ushers, doormen and off duty Waxahachie Police, County Deputies or State Troopers.

(b) Lessor reserves the right at all times to control the ushers, gatemen, ticket takers and all other employees of Lessee and the right to remove from the premises any and all such employees of Lessee and the right, with its officers and agents, including police officers, to eject any objectionable person or persons from the building and premises. Lessee hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless Lessor, of and from any and all claims, demands and liability for any loss, damage or injury to said ushers, gatemen, ticket takers, invitees and all other employees of Lessee arising out of the exercise of this authority; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Waxahachie and its officers and employees on account thereof.

8. **PROGRAM REQUIREMENT.** Lessee shall file with the Civic Center Director, at least ten (10) days prior to holding the performance or attraction authorized herein, a full and detailed outline of all facilities required, all stage requirements, the corridor, public address system, spotlight requirements, estimated attendance and chair set-up and such other information as may be required by the Civic Center Director concerning such event or attraction.

9. **SCHEDULING.** Unless otherwise specified in writing, the Civic Center Director shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee. All reservations made for the purpose of rehearsing shall be subject to cancellation by the Civic Center Director with 24-hour notice when it is in the best interest of the Civic Center Director and the City of Waxahachie.

10. Lessee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described.

11. **TICKET PRICES.** Lessee is required to sell all tickets at the prices advertised, and no deviation will be allowed unless approved by the Civic Center Director, when said sales are subject to a percentage.

12. **OPENING HOURS.** Lessee must open the doors of his attraction as advertised unless otherwise agreed upon as necessity indicates.

13. **INTERMISSION.** Lessee agrees that for all programs lasting two hours or more, excepting religious services or other engagements specifically excluded, an intermission of not less than twenty (20) minutes shall be held, subject to modification by the Civic Center Director when necessary to meet unusual conditions.

14. CONDUCT OF ENTERTAINERS AND SHOW MANAGERS WITH YOUNG PEOPLE'S ATTRACTION.

(a) Entertainers are to sign no autographs or leave the backstage and dressing room areas except to appear on stage for performance.

(b) No souvenirs or novelty items should be sold that lend themselves to being thrown.

(c) Conduct of entertainers while giving their performance should not be such as to deliberately indicate or entice patrons to leave their seats, or tend to create hazardous, uncontrollable crowd situation. Examples of conduct to avoid should be physical contact with members of the audience; throwing of items and souvenirs to audience or picking up items thrown by audience.

(d) Emcees are instructed to admonish crowd and make appeals for good conduct indicating consequence to those who leave their seats.

(e) Level of illumination in seating area must be sufficient to allow surveillance of the crowd and to readily detect disturbances.

15. **EXHIBIT ENTRANCES.** All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the hereinabove described premises only at such entrances as may be designated by the City Center Director.

16. **MOVIE PROJECTORS.** No moving picture machines or films in excess of 16mm. size or any nitro-cellulose film will be permitted in the Civic Center Building unless same shall have been first approved by the Civic Center Director and the fire marshal for the City of Waxahachie.

17. **TICKET AND ACCOUNT CONTROL OF LESSEE.** In connection with any use of the Civic Center facilities upon a percentage basis, the Civic Center Director shall have the right, whether such right is expressly mentioned in the lease or not, to prescribe the form of tickets, accounts, records, and reports that shall be used by Lessee in staging the event or attraction and in accounting for the gross receipts thereof, and at any and all times make, by himself or by his

INITIALS _____

authorized representative such investigation or inspection of any or all of Lessee's tickets, accounts, records, and reports as may, in his opinion, be required for the purpose of verifying the amount of such gross receipts. Whether provided in this lease, or not, the Lessee shall secure all admission or other tickets from a bonded ticket printing company with the approval of the Waxahachie Civic Center Director, and Lessee shall direct that said ticket company transmit the ticket manifest directly to the Civic Center Director, and samples of all passes and the number of passes which may be issued must meet with the approval of the Civic Center Director, Lessee shall be required to account for the unpaid admission in excess of the approved number of passes, as though the full admission charge had been paid therefor. Lessee shall pay all taxes on tickets used in connection with the performance, exhibition or entertainment.

18. **HANDLING OF FUNDS.** In the handling, control, custody and keeping of funds, whether the same are received through the box office or otherwise, the Civic Center Director is acting for the accommodation of Lessee, and as to such funds the Civic Center Director and/or the City of Waxahachie shall not be liable to Lessee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft or defalcation is caused or done by employees of the City of Waxahachie or otherwise; nor shall any officer or employee of the City of Waxahachie be liable for any loss, theft or defalcation of such funds unless he willfully caused or permitted the same or unless it was proximately caused by his own gross negligence.

19. **FIRE HAZARDS.** Lessee shall not bring or permit anyone to bring into said building or premises or keep therein anything that will increase the fire hazard or the rate of insurance on the said building or premises therein. Lessee shall not bring or permit any person to bring into said building or premises any animals or any other property of any kind, without the consent of the Civic Center Director and shall not place or put up any decorations without the consent of the Civic Center Director. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, equipment or other things placed therein without the consent of Lessee.

20. **FIRST AID** Any event that estimates 1000 or more participants, lessee is to provide certified first aid personnel during the event time. An approved list of EMT's is available or the lessee can choose an outside source as long as a 30-day written notice is given (See Contractors Requirements). Lessee assumes total responsibility for the qualifications and actions of first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the Waxahachie Civic Center before close of business day.

21. **HANDING OR POSTERING.**

(a) Lessee will not cause or permit any nails or other things to be driven into any portion of any building in the Civic Center, nor any signs to be affixed either to the exterior or interior thereof or to any property thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Civic Center or the furnishings or equipment thereof, or the adjoining city owned parking areas, nor do, nor permit to be done anything which will damage or change the appearance of any building or the furnishings thereof. Lessee shall pay the cost of repairing any and all injury and damage which may be done to the said buildings or any of the fixtures, or furnishings, or equipment thereof by any act of Lessee or any of its employees or agents or anyone visiting the premises upon the invitation of the Lessee including all patrons of the attraction or function for which Lessee is hereby renting the premises hereinabove described. It is expressly agreed that the Civic Center Director shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible. The decision of the Civic Center Manager shall be final.

(b) If in connection with the purpose or use for which Lessee is renting the premises any of the permanent seats, any portion of the stage, or floor, or ceiling tiles, or other furnishings or fixtures are moved or removed, Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.

(c) Lessee will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards, or printing of any description, inside or in front, or on any part of any Civic Center Building, except upon any regular billboard or similar area provided by the Lessor therefor, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards, or printing of any description upon said billboards or similar areas as relate to the performance or exhibition to be given in the said premises; and Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters, or card or printing of any description objected to by said Lessor or its Civic Center Director.

22. **LICENSES AND LAWS.** Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Waxahachie and all rules and requirements of the Ellis County Sheriff's Department, City Police and Fire Departments, or other county or municipal authorities in Ellis County and the City of Waxahachie, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on the hereinabove described premises during the term of this agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of Lessee is called to any such violation on the part of said Lessee, or of any person employed by or admitted to said premises by said Lessee, such Lessee will immediately desist from and correct such violations.

23. **BROADCASTING.** No Lessee shall broadcast or telecast or authorize or permit to be broadcast or telecast from the hereinabove described premises or any Civic Center property or the adjoining city owned parking lots over any radio or television system any part of any event or program or speech of whatsoever nature, until and unless the Civic Center Director shall grant his written permission therefor. Written permission will not be required for radio or television stations to tape or film segments of the performance, event, program or speech for news reporting purposes.

24. **POLICE PROTECTION.** Lessee shall furnish salaried security personnel for such police protection as may be required by the Civic Center Director during the occupancy of such Lessee, and if any Lessee fails or refuses to furnish salaried security guards for police protection satisfactory to the Civic Center Director, the Civic Center Director may furnish same and charge the cost thereof to Lessee.

INITIALS _____

25. LOST ARTICLES. The Civic Center Manager or his representative shall have the sole right to collect and have the custody of articles left in the premises hereinabove described by persons attending any performance, exhibition, or entertainment given or held in the premises, and the Lessee or any person in the Lessee's employ shall not collect nor interfere with the collection or custody of such articles.

26. STORAGE. Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective service desired by the Lessee must be arranged for by special arrangement with the Civic Center Director.

27. ILLEGAL PERFORMANCE. Lessee hereby agrees that no performance, exhibition or entertainment shall be given or held in the premises herein described which is illegal, indecent, obscene or immoral, and should any such exhibition or performance or any part thereof be deemed by the Civic Center Director to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Civic Center Director on the part of the Lessor, shall have the right to demand of Lessee that he immediately delete such portions of the production as have received such criticism, or to rewrite or have changed the said attractions so that it will not be publicly offensive and the Lessee agrees immediately upon receipt by it of such notice to make such changes.

28. ADVERTISEMENTS. Lessee shall not circulate or publish or cause to be published or circulated any advertisement, tickets, placard, or other written or printed matter wherein Lessor's name or the Civic Center is mentioned or referred to without first having obtained written consent and approval of the Civic Center Director.

29. Lessee will not sell or allow beer, wine, or any liquors of alcoholic content to be sold, given away or used upon said premises without the prior written consent of Lessor, and then only in accordance with the rules and regulations promulgated by Lessor or its Civic Center Director and in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages.

30. RULES AND REGULATIONS. Lessee and its agents, employees and contractors shall abide by and conform with all of the provisions of the City of Waxahachie, and all Federal, State or County laws, statutes ordinances, resolutions or regulations which are applicable to the use and occupancy of the premises under this lease or the conduct by Lessee of its operations hereunder.

31. ALCOHOL. At any time alcoholic beverages are being consumed in the Civic Center, Lessee will be required to have Waxahachie Police officers on duty from the start of the event and until lessee's event time expires. One officer per every 100 guests at Lessee's expense. See also alcohol policy for specific requirements.

32. DEFAULT, CURE, ACCELERATION. The Lessee covenants that if it shall fail to pay any installment of rent or any part thereof at the times above specified or fails to perform any other covenant contained herein, or if Lessee shall make an assignment for the benefit of creditor or if a petition shall be filed to have it adjudicated a bankrupt, whether voluntary or involuntary, or if an execution issue against Lessee and it shall fail to procure a stay thereof within thirty (30) days after the entry of same or otherwise fail to satisfy a judgment against it then and in such event this lease, at the option of the Lessor, shall cease and terminate and Lessor may, but shall not be required to, lease the premises to others. In the event of such termination, the entire unpaid portion of the total rental as set forth in Article II of this lease shall thereupon immediately become due and payable. It is specifically provided and agreed, however, that the failure of Lessor to enforce any or all of its remedies in the event of one breach or repeated breaches by Lessee of any of the provisions of this lease shall not constitute or be deemed to be a waiver by Lessor of any such remedies in the event of additional breaches or violations by Lessee.

33. ATTORNEYS' FEES. Lessee agrees to pay ten (10) percent attorneys' fees on any amount payable by it under any part of this entire agreement which may be collected by suit.

IN WITNESS WHEREOF, said City of Waxahachie, a city in the State of Texas, acting through its Civic Center Director, Lessor, and _____, Lessee have caused these presents to be signed in duplicate this _____ day of _____, _____.

CITY OF WAXAHACHIE, LESSOR

Lessee

By April Ortiz
Waxahachie Civic Center Director

by _____

Proposed Ellis County 2021 Redistricting Budget

	Partner \$420	Atty \$300	Senior GIS \$230	GIS \$180	Para \$180	Flat fee	Reimbursable Expenses
I. PRELIMINARY WORK							
Initial schedule planning	0	0	0	0	0		
Gather Data and input benchmark	0	0	0	0	0		
Geocode incumbents	0	0	0	0	0		
Identify and begin other Census-related tasks	0	0	0	0	0		
II. INITIAL ASSESSMENT							
Preparation of initial assessment (flat fee)						\$4,500.00	
III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA							
Initial Consultation with Commissioners	3	1	2	4	0		
Notice of public meeting (criteria)/translate	0	1	0	0	2		\$50.00
Geocode locations/load County data (polling places and facilities)	0	0	2	8	2		
Draft resolution on criteria & process	1	1.2	0	0	2		
ADVICE/CONSULTATION Total Hours	4	3.2	4	12	6		
ADVICE/CONSULTATION Total Cost	\$1,680	\$960	\$920	\$2,160	\$1,080		
IV. DEVELOP REDISTRICTING PLANS							
Build first illustrative plan Commissioner Precincts	3	2	2	6	1		
Revisions to Commissioner Precincts	3	1	2	4	1		
Build Election Precinct plan*	4	3	2	14	3		
Second Election Precinct adjustment	1	3	2	8	1		
DEVELOP REDISTRICTING PLANS Total Hours	11	9	8	32	6		
DEVELOP REDISTRICTING PLANS Total Cost	\$4,620	\$2,700	\$1,840	\$5,760	\$1,080		
V. PUBLIC HEARINGS AND ADOPTION OF PLAN							
Prepare for and conduct Public hearing	3	2	3	3	1		
Analyze public input	2	4	1	4	3		
Prepare for and conduct meeting at conclusion of hearings to present findings	1	2	1	0	0		
Meeting to adopt Final Plan	3	2	1	4	1		
Translate hearing notices/submission notice into Spanish	0	0	0	0	1		\$200.00
Large Format Maps for Posting at Hearings (\$50.00 x 2 maps)							\$100.00
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours	9	10	6	11	6		
PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost	\$3,780	\$3,000	\$1,380	\$1,980	\$1,080		
VI. REQUIRED DISSEMINATION OF REDISTRICTING PLANS							
Maps/demographic information to County Staff	0	0	0	3	0		
Submit Election Precinct Map to Texas Secretary of State	0	0	1	1	0		
Send digital mapping files as client directs	0	0	1	1	1		
Prepare any additionally requested maps	0	0	0	2	1		
Assist with voter coding (upon request)	0	0	0	0	0		
DISSEMINATION OF PLANS Total Hours	0	0	2	7	2		
DISSEMINATION OF PLANS Total Cost	\$0	\$0	\$460	\$1,260	\$360		
Total Attorney Hours	46.2						
Total GIS Hours	82						
Total Paralegal Hours	20						
GRAND TOTALS	\$10,080	\$6,660	\$4,600	\$11,160	\$3,600	\$4,500.00	\$350.00

TOTAL FOR ALL	\$40,950
TOTAL HOURS	148.2

This budget includes 1 Commissioner Precinct Plan and a revision and one Election Precinct Plan and a revision.

* Hours allocated to Election Precinct plans are for election precincts that follow existing Census geography.

This budget does not include a county road mile analysis.

Ellis County, Texas

2021 REDISTRICTING PROPOSAL

Submitted by:



March 23, 2021

Bickerstaff Heath Delgado Acosta LLP

Contact: David Méndez

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Austin, TX 78746

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1. Firm Qualifications

Bickerstaff Heath Delgado Acosta LLP (“Firm”) is an Austin-based law firm founded in 1980 that represents Texas counties, cities, colleges, schools, special districts, and other government entities. Since it was founded, the Firm has been involved with redistricting for the State of Texas as well as hundreds of Texas local government entities. The Firm proposes a comprehensive solution to Ellis County’s (“County”) redistricting needs and has the expertise and technology to provide full-scope redistricting services. *Although other firms offer redistricting services, we differ in several key areas:*

More Experience – 2021 will mark the *fifth decennial redistricting cycle* – our firm has provided redistricting services since our founding in 1980. We have worked for some of the largest counties in Texas – including Dallas County, Tarrant County, Bexar County, and El Paso County – along with numerous small and medium-sized counties throughout Texas.

The geographic reach of our redistricting practice is statewide, and our attorneys present redistricting topics at state and national conferences. For example, Mr. Bob Heath of our firm presented the topic *Evenwel v. Abbott: Redistricting and the Meaning of Political Representation* at the 2016 American Bar Association Conference in San Francisco. Additionally, our firm has extensive experience representing government clients regarding the federal Voting Rights Act, a critical component of the redistricting process.

- A. **Governmental Focus** – We have substantial legal practice experience with Texas local government entities and thus are sensitive to the complex legal issues they face -- including the often unique election, governance, and open government law issues dealt with on a regular basis by counties, cities, school districts, college districts, and other types of local governments in Texas. For example, we understand the interplay between the applicable election laws for a county, as well as the redistricting and election precinct adjustment obligations applicable to a county under federal and state law, and we bring this experience to bear regarding a redistricting project for a county client.

- B. **Higher Capacity** – With 25 attorneys and 22 support staff, our firm is one of the largest in the state with extensive, longstanding, statewide, redistricting practice experience. The actual redistricting process occurs within a relatively short time frame, beginning with the release of census data and concluding with the formal adoption of plans. We are sure you agree the County requires assurance that its needs will be met on time. To that end, we assign a dedicated team of attorneys, GIS specialists, and other support staff to ensure the full redistricting process is completed according to your schedule and specific needs.

C. **Customized Approach** – We recognize the redistricting needs of individual counties will vary greatly, which is why we work with counties to prepare plans based on the specific concerns of the Commissioners Court. The redistricting process typically occurs only once per decade; therefore, it is vital for counties to capitalize on this opportunity to address a range of practical concerns under federal and state law, some of which may include:

- **Commissioner road-mileage allocation**
- **Incumbent residency**
- **County facility locations**
- **Election precinct coordination and adjustment**

The Firm will work closely with the County to assess specific needs and deliver a final product that will be useful for the decade following the 2021 redistricting cycle.

D. **Technology** – The Firm utilizes the latest technology in order to meet client needs in several areas, including:

- **Quality Maps** – The Firm will be utilizing Maptitude Redistricting Software. In previous years, we have used AutoBound Redistricting Software developed by Citygate GIS. Both software applications are widely used by all levels of governments for redistricting and voting rights litigation. Maptitude redistricting software is developed by Caliper Corporation. Maptitude exports seamlessly with ESRI map products and allows export of all redistricting data for use in most standard mapping software. The redistricting software is uniquely specialized to be able to perform all types of analyses required for the development and evaluation of redistricting plans.
- **Virtual Meetings** – Some clients prefer to meet via videoconference in order to reduce travel costs. If requested, the Firm will utilize the GoToMeeting platform to present the initial redistricting assessment, host drawing sessions, or for other requested meetings.
- **In-Person Attendance** – We frequently attend meetings in person to deliver redistricting presentations. If needed, we have the capacity to bring laptops, a projector, and other technology to the meetings that may be useful to clients with limited on-site technology.
- **County Website Posts** – The Firm can assist the County in developing public notices, timelines, and map files for posting to the County’s website.

- E. **Savings** – We have developed pricing for the “initial assessment” phase of redistricting planning that minimizes costs to counties that may not require redistricting. **We do not require fees in advance of the work performed.** Our clients are billed on an hourly basis according to the work that is performed. We believe that flat fee arrangements often do not take into account the specific needs of individual clients, which is why we work closely with clients to structure plans tailored to meet their needs. Additionally, there are cost-savings approaches, such as virtual meetings and drawing sessions, which some clients prefer to utilize. We believe clients should have the flexibility to develop a budget that works for their needs. We are happy to work with you to develop a budget and find additional ways of reducing costs.

2. Scope of Redistricting Services

The Firm’s redistricting services are described below.

Pre-Census Release Tasks

Prior to the release of data from the United States Census Bureau, we will collect data for current boundaries and verify the accuracy of this data with the County. Current data for commissioner precincts, justice/constable precincts (from which constables and JPs are elected, and which may not be the same as commissioner precincts), and election precincts will be input into the Firm’s GIS software.

Initial Assessment

Upon the release of new population data from the Census Bureau, the Firm will analyze whether current commissioner precincts have become sufficiently unbalanced in population as to require the County to engage in redistricting. This “initial assessment” will consist of a presentation and discussion with the Cherokee County Commissioners Court (“Commissioners Court”). If the commissioner precincts are determined to be out of balance, we will outline the County’s obligations and produce a timeline for completing the remainder of the redistricting process, to include updates for justice/constable precincts, and realignment of election precincts to comply with Chapter 42 of the Election Code, if desired.

Develop Redistricting Plans

The Firm will develop redistricting plans for commissioner and, if requested, justice/constable precincts, using the Firm’s GIS and demographic capabilities. The Firm will work with the Commissioners Court to develop plans that take into account, consistent with the applicable legal requirements, the various practical considerations the Commissioners Court determines are relevant. Under our approach, we may first interview individual commissioners to understand interests and concerns as we propose adjustments to population in their respective precincts. We anticipate that a number of plans may be developed, each responding to a different set of

considerations proposed by the Commissioners Court. Modifications or refinements may be required before a particular plan is determined to be acceptable.

Advise the Commissioners Court Regarding the Merits of Plan(s)

The Firm will advise the Commissioners Court of the relative legal and practical merits of particular plans under consideration. As directed by the County, members of the Firm will attend meetings of the Commissioners Court to present and discuss plan options. In addition, the Firm will provide an independent assessment of any plans under serious consideration. The assessment will verify whether and how the plan under consideration satisfies the applicable legal standards and whether the adopted redistricting criteria have been followed.

Public Input, Deliberation, and Adoption of Final Plan

Typically, one or more plans proposed by the Commissioners Court will be presented for public comment. Depending on the County's preferences and cost-savings approach, the Firm will either (a) conduct public presentations of proposed plans and summarize public comments, or (b) direct the County to prepare a recording of the public input meeting in order for the Firm to review. Depending on the comments received, the County may wish to adopt the final commissioner and justice/constable precinct plans directly following the public meeting.

Upon completion of the commissioner and justice/constable precinct boundaries, the Firm will proceed with updating election precincts, if requested. These adjustments are necessary to conform the County's election precincts to new commissioner, justice/constable, legislative, and other relevant boundaries as well as to comply with relevant statutes. The Firm's background representing cities, schools, and special districts is particularly helpful during this phase of the project. In past redistricting cycles, we have coordinated a county's redistricting with other jurisdictions undergoing redistricting in that county to ensure that election precincts are designed with optimal efficiency for subsequent elections held during the decade.

Post-Project Support

The Firm will submit new election precinct maps to the Texas Secretary of State after county adoption and prior to implementation of the adopted plan in January of the following even-numbered year. The Firm will also provide updated election precinct files in digital mapping format to the Texas Legislative Council. The Firm will remain available to the County to deliver maps and answer any remaining questions at the conclusion of the project, and provide other assistance as requested.

3. Compensation

The basic pricing structure for our services is outlined below:

County Commissioner Precincts Initial Assessment

\$4,500.00

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the Commissioners Court. If the commissioner precincts are determined to be out of balance, we will develop a detailed budget, outline the County's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$4,500 for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals that the commissioner precincts are balanced, and the Court decides not to redistrict, no other fees will be assessed unless additional services are requested. While the County may budget an amount to pay for our services in any of the fiscal years covered by our agreement, we will not bill the County and we do not expect you to pay for the initial assessment until the work is performed in 2021 or thereafter.

Redistricting Process

Hourly Fee Basis

If the Firm's analysis shows county redistricting is required, we would proceed with the redistricting process as outlined in the scope of services in the enclosed draft engagement agreement, included as **ATTACHMENT A**, at the Firm's hourly rates.

4. Personnel

The Firm's redistricting team of attorneys and staff are available to work on redistricting projects. The redistricting team below highlights our depth of experience and availability to staff the County's redistricting project.

David Méndez, Partner

Prior to joining the Firm, David Méndez worked as an Assistant Attorney General in the Taxation Division of the Office of the Attorney General of Texas. David graduated from the University of Texas School of Law in 1980. He is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern and Western Districts of Texas, and U.S. Court of Appeals for the Fifth Circuit.

David has over 30 years of experience in voting rights and redistricting issues, and he regularly advises cities, counties, colleges, and school districts in these areas. He joined the Firm in 1986, and during the 1991 and 2001 redistricting cycles he represented some of the largest Texas counties in their redistricting and justice and constable realignment projects. David assisted extensively in the Firm's representation of the City of Houston in the 1991 *Campos* litigation, conducting substantial portions of the discovery, defending council members' depositions, preparing expert witnesses, and analyzing and briefing legal issues. He also handled the redistricting for Bexar

County during the 1991 cycle. During the 2001 cycle, he redistricted counties as diverse as Schleicher County (population 3,283) and Dallas County (population 2,554,632).

David has been the lead attorney or had substantial responsibility for many redistricting projects, including the following (among other) clients in the 2011 round of redistricting: Potter County; Tarrant County; Lubbock County; Brazos County; Randall County; City of San Antonio; City of Midland; City of San Angelo; Dallas County Community College District; Alamo Colleges District; and Dallas ISD.

David is fluent in Spanish and speaks and writes extensively on election law, voting rights, and redistricting issues. He has presented or published papers on election law and voting rights topics for the Texas Secretary of State's office, Texas Association of Counties, Texas Conference of Urban Counties, Texas Municipal League, Texas Association of School Board Attorneys, V.G. Young Institute of County Government (a part of the Texas A&M Agri-Life Extension Service and the Texas A&M University System), University of Texas School of Law, and Texas Association of Community College Attorneys.

C. Robert "Bob" Heath, Partner

Prior to co-founding the Firm Bickerstaff & Heath, Bob Heath worked as Chair of the Opinion Committee at the Office of the Attorney General of Texas. He graduated from the University of Texas School of Law in 1972. He is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern and Western Districts of Texas, U.S. Court of Appeals for the Fifth Circuit, and the Supreme Court of the United States.

Bob has 38 years' experience as a redistricting attorney. He has been lead counsel on many redistricting cases and is a frequent speaker on redistricting topics at state and national conferences. Examples of his publications and presentations include:

- ◆ *Applying a Bi-Racial Jurisprudence in a Tri-Ethnic World*, 2015 American Bar Association Conference (Chicago)
- ◆ *America Votes! Challenges Facing Modern Election Law & Voting Rights*, Co-author of the second, third, and fourth editions of the ABA publication
- ◆ Panelist at St. Mary's Law Voting Rights Symposium
- ◆ *Evenwel v. Abbott: Redistricting and the Meaning of Political Representation*, 2016 American Bar Association Conference (San Francisco)

Bob has extensive experience representing governmental entities in voting rights lawsuits. A notable suit includes *Chen v. City of Houston*, 206 F.3d 502 (5th Cir. 2000), in which the city obtained a summary judgement dismissing a *Shaw v. Reno* challenge to its council districts.

Additionally, Bob authored an amicus brief on behalf of Harris County in the U.S. Supreme Court Case *Evenwel v. Abbott*. The suit attempted to require the use of voter-eligible population (e.g., citizen-voting-age population) in the allocation of state legislative seats. If the plaintiffs had been successful, it would have resulted in the county losing 2-3 state representative seats. Additionally, it would have made it more difficult to draw districts where Hispanics had an equal opportunity to be elected. The constitutional issue of the appropriate measure of population was one that the Firm had successfully litigated in the Fifth Circuit and in defending against petitions for certiorari in *Chen* and in *Lepak v. City of Irving*. The U.S. Supreme Court sustained Harris County's position.

Bob has spoken and delivered papers on redistricting throughout the United States and is recognized as an expert in this area of law. His article, *Managing the Political Thicket: Developing Objective Standards in Voting Rights Litigation*, 21 Stetson L. Rev. 819 (1992) was quoted and cited by the United States Supreme Court in *Holder v. Hall*, 512 U.S. 874, 889 (1994) (O'Connor, J., concurring).

Charles R. Kimbrough, Partner

Chuck Kimbrough joined the Firm in January of 2003 and is part of the Firm's redistricting team. For more than 37 years, he has represented counties, cities, river authorities, and other local governments, and the State of Texas, in trial and appellate litigation, and has provided non-litigation services to local governments in a variety of practice areas including: redistricting; economic development (including tax abatement and tax increment financing); land use regulation and enforcement; land and public infrastructure acquisition and disposition involving water, wastewater, transportation and other public works projects; contracts and inter-local governmental agreements; competitive procurement; open government issues; public official ethics; and general counsel services.

He is admitted to practice before the following courts: Texas Supreme Court (1981) and all other Texas state courts; United States Supreme Court (1989); United States Court of Appeals for the Fifth Circuit (1988); and United States District Courts for the Northern (1988), Eastern (1989), and Western (1988) Districts of Texas. He is a graduate of Lockhart High School (1972); Texas A&M University (B.A. 1976; Master Agri. 1978); and South Texas College of Law (J.D. 1981).

He served as Criminal District Attorney of Caldwell County, Texas (1991-2002) after being a partner of the law firm of Blundell, Moore & Kimbrough in Lockhart, Texas (1981-1990). He is a member of the following professional organizations: American Bar Association; Austin Bar Association; Bar Association of the Fifth Circuit; Champion of Justice Society of the Texas Access to Justice Foundation; Federal Bar Association (Austin Chapter); Fellow of the Texas Prosecutor Society of the Texas District & County Attorneys Foundation; and Texas Aggie Bar Association.

He served as former President of the Caldwell County Bar Association when he practiced law in Caldwell County. In 2012, he was the recipient of the James B. Sales "Boots on the Ground" Award of the Texas Access to Justice Commission, and was further recognized as an Access to Justice Pro Bono Champion in the Texas Bar Journal, for his successful representation of pro bono

clients in certain, complex land title litigation filed against unscrupulous developers in Williamson County, Texas. He is a frequent presenter at conferences regarding legal issues affecting Texas counties.

Sydney W. Falk, Jr., Partner

Prior to joining the Firm, Syd Falk worked as a briefing attorney to Hon. Will Garwood at the United States Court of Appeals for the Fifth Circuit. He graduated from the University of Texas School of Law in 1984, and is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, U.S. Courts of Appeals for the Fifth and Ninth Circuits, and Supreme Court of the United States.

Syd is one of the Firm's senior redistricting attorneys. He has substantial experience in redistricting, having served as a redistricting attorney or team leader on dozens of redistricting projects in 1991, 2001, and 2011. He has been responsible for redistricting by Texas local government entities of all types, including counties, cities, school districts, and special districts, including in the 2001 redistricting cycle, work on the redistricting of Missouri City, Bexar County, Dallas County, Tarrant County, Dallas ISD, Austin ISD, and dozens of others. In the 2011 cycle, he represented (among others): the cities of Colorado City, Lockhart, Bryan, Brenham, and Stockdale; Bexar, Wilson, Brazos, Cherokee, Llano, and Schleicher counties; and Bryan ISD.

Syd also has experience handling voting rights litigation, both through his work on cases handled by the Firm and as a former Fifth Circuit briefing attorney. He defended Dallas County and Bexar County in lawsuits challenging abolishment of justice precincts (from which JPs and constables are elected) -- the counties prevailed in those cases. He was co-counsel with Bob Heath in the *Chen v. City of Houston* case, and participated with other Firm attorneys in the 1991 *Campos v. City of Houston* litigation -- the City of Houston prevailed in those cases. More recently, he defended Bexar County in a case challenging the County's elimination of a Justice of the Peace position -- that case settled and the abolition of the JP position stood.

Prior to obtaining his law degree, Syd received a Ph.D. in theoretical astrophysics from the University of Texas at Austin and performed post-doctoral work at CalTech and the University of Chicago. He was an Assistant Professor of Astronomy at the University of Texas at Austin for four years, and a science consultant at the Los Alamos National Laboratory from 1980-1986. His background in mathematics and statistics is valuable in analyzing relevant redistricting statistics and the expert testimony in voting rights cases.

Gunnar P. Seaquist, Partner

Prior to joining the Firm, Gunnar Seaquist worked as an Assistant Attorney General in the General Litigation Division of the Office of the Attorney General of Texas. He graduated from Baylor University School of Law in 2006, and is licensed to practice law by the Supreme Court of the State of Texas, U.S. District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, and U.S. Court of Appeals for the Fifth Circuit. Gunnar currently counsels two Texas cities

on voting-related charter amendments. He regularly assists the Firm's senior redistricting team with voting rights and litigation issues, as noted by the examples described below:

- ◆ Gunnar assisted Bob Heath in defending the City of Grand Prairie in a redistricting challenge under the U.S. Constitution and Section 2 of the Voting Rights Act, drafting of an amicus curie brief on behalf of Harris County in the recent *Evenwel v. Abbott* Supreme Court Case, and defending the City of Pasadena in a redistricting challenge under the U.S. Constitution and Section 2 of the Voting Rights Act.
- ◆ Gunnar assisted David Méndez in the redistricting of Beaumont ISD, with a specific focus on ensuring compliance with federal voting rights laws and analyzing and preventing litigation risks.
- ◆ Most recently, Gunnar headed the Firm's efforts in a mid-decade redistricting project for the City of Mesquite.

Sherry McCall, Senior GIS Specialist

Sherry McCall is the Firm's senior redistricting and GIS specialist. She handles or supervises the technical drawings of maps, and she works closely with our attorneys and election specialists to compile the various technical reports and maps required for our redistricting clients.

Prior to joining the Firm 23 years ago, Sherry was a research analyst at the Texas Education Agency, where she helped implement the agency's first GIS system. She has data programming experience and has worked extensively with data from the Texas Education Agency, the U.S. Census Bureau and the Texas Legislative Council. She will be responsible for the preparation of all data used for a redistricting project. She assists our attorneys in analyzing population/voting data and relevant historical elections, and developing the analyses needed for redistricting projects. She also provides analyses, exhibits, and support for the Firm's redistricting and other litigation. Sherry graduated from the University of North Texas with a B.A. in Biology in 1991. (She is not an attorney and is not licensed to practice law.)

5. Representative Clients

The Firm has represented a large number of counties, cities, school districts, community colleges, and special districts across Texas in redistricting matters. A representative listing of our county redistricting clients is listed below.

- ◆ Bexar County
- ◆ Brazos County
- ◆ El Paso County
- ◆ Liberty County
- ◆ Lubbock County
- ◆ Randall County
- ◆ Smith County

ATTACHMENT A:
Draft Engagement Agreement

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Ellis County, Texas (the "County").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, David Méndez, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in **Exhibit A**. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as **Exhibit B**.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as **Exhibit C** and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of receipt of invoice by the County. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in **Exhibit A**, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Ellis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to the County, please sign the enclosed duplicate original of this agreement and return it to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

ELLIS COUNTY, TEXAS

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____

By: 

David Méndez

Date: March 23, 2021

[Printed name]

Title: _____

Date: _____

cc: Billing Department

Exhibit A – Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future, we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Redistricting services after release of 2020 Census for:
 - Ellis County Commissioners Court

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates
Bickerstaff Heath Delgado Acosta LLP

County Commissioner Precincts Initial Assessment

\$4,500.00

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the Commissioners Court. If the commissioner precincts are determined to be out of balance, we will develop a detailed budget, outline the County's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$4,500 for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals that the commissioner precincts are balanced, and the Court decides not to redistrict, no other fees will be assessed unless additional services are requested.

Redistricting Process

Hourly Fee Basis (plus out-of-pocket expenses)

Unless otherwise indicated in writing, our fees for legal services related to redistricting are determined on the basis of the hourly rates of the respective attorneys, paralegals, and specialists who perform the services, plus out-of-pocket expenses. These rates vary depending on the expertise and experience of the individual and are indicated below.

Senior Attorneys: \$420-\$480 per hour

Other Attorneys: \$250-\$375 per hour

Senior GIS Specialist: \$230 per hour

GIS Specialist: \$180 per hour

Paralegal: \$180 per hour

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Mileage will be reimbursed at the IRS rate and other travel costs will be reimbursed in accordance with the County's travel policy.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY: _____



David Méndez

Date: March 23, 2021

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Ellis County, Texas.

PUBLIC NOTICE OF COMMISSIONERS' COURT MEETING
FOR CONSIDERATION OF A TAX ABATEMENT
AGREEMENT FOR PROPERTY LOCATED IN ELLIS
COUNTY, TEXAS

The Commissioner's Court of Ellis County, Texas (the "County"), following creation of Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone Number 16, in the City of Midlothian, Ellis County, Texas, will consider entering into a tax abatement agreement, as follows:

1. The name of the property owner is TXI Operations LP and the applicant for the tax abatement agreement is SunOpta Grains and Foods Inc.
2. The name of the reinvestment zone shall be Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone Number 16 and the location is the southeast corner of Power Way and Brookhollow Drive in the RailPort Business Park, City of Midlothian, Ellis County, Texas, being approximately 30 acres.
3. The improvements to be included in the tax abatement agreement generally consist of approximately 400,000 square foot building to be used primarily for manufacturing.
4. The estimate costs of the improvements are \$200,000,000.

Pursuant to the Texas Open Meetings Act (the "Act"), the County will consider approval of the tax abatement agreement at 2:00 p.m. on May 4, 2021 in the Second Floor commissioner's Courtroom at 101 West Main Street, Waxahachie, Texas.

This notice shall remain continuously posted for at least 30 days prior to the meeting and shall be posted in the same manner as required by the Act for a Commissioners' Court meeting.

CITY OF MIDLOTHIAN ELLIS COUNTY TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF ELLIS §

This Tax Abatement Agreement (the "Agreement") executed by and between ~~the City of Midlothian, Texas, a municipal corporation~~ Ellis County ("CityCounty"), and SunOpta Grains and Foods Inc., a _____ corporation authorized to conduct business in Texas ("Owner"), to be effective on the date upon which the Owner acquires fee simple title to the Property (hereinafter defined) ("Effective Date").

RECITALS

~~A.~~ ~~The Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312 (the "Act"), in Section 312.201, provides that the governing body of an incorporated cityCounty has the power to create one or more reinvestment zones for the abatement of ad valorem taxes assessed against real property and/or personal property located on the real property in such zone provided that certain conditions as detailed in the Act are met. The County may utilize a reinvestment zone adopted by a municipality within the county pursuant to Section 312.206 of the Act.~~

~~B.A.~~ The ~~CityCounty Council of the City~~ has established guidelines and criteria governing tax abatement agreements and has adopted a resolution stating that the ~~CityCounty~~ elects to be eligible to participate in tax abatement, as required by Section 312.002(a) of the ~~Property Redevelopment and Tax Abatement Act, as amended, (the "Act")~~Act. The tax abatement policy of the ~~CityCounty~~ reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry. At the time of this Agreement the Property (as defined below) is unimproved land.

~~B.B.~~ The City of Midlothian ("City") has created the Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone Number 16, City of Midlothian, Texas (the "Zone") by Ordinance No. 2021-____, which is attached as **Exhibit "A"** and describes and depicts the location of the Zone and the acreage therein (the "Property"), which is located entirely in the City's corporate limits.

~~B.C.~~ By virtue of the City following the requirements of the Act in creating the Zone, the ~~CityCounty~~- and Owner now exercise their rights to enter into this Agreement, the terms and conditions of which are detailed below and, together with the Exhibits, constitute the full and complete agreement between the ~~CityCounty~~ -and Owner concerning the partial abatement of the ad valorem taxes assessed by the ~~CityCounty~~ -against the Real Property (as defined below) in excess of the Base Value (as defined below) and certain Eligible Personal Property (as defined below) within the Zone and otherwise payable to the ~~CityCounty~~. The ~~City Council~~Commissioners Court of the County finds that the terms of this Agreement and the Property subject to this Agreement meet the applicable guidelines

and criteria adopted by the ~~CityCounty~~ pursuant to the Act. The ~~City Council~~ Commissioners Court has also found that development of the Property will (i) further the objectives of the ~~CityCounty~~, (ii) benefit the ~~CityCounty~~ and its inhabitants, and (iii) promote local economic development and stimulate business and commercial activity in the ~~CityCounty~~.

E.D. Owner intends to purchase the Property on or before July 31, 2021. Owner intends to have the Property developed subject to the terms of this Agreement and the ~~CityCounty~~ agrees to grant certain annual tax abatements for an eight-year period, additionally Owner is contemplating an expansion that the ~~CityCounty~~ agrees to grant ~~certain an increased~~ annual tax abatement ~~rates for an additional~~ within the eight-year period.

Commented [A1]: i.e. Phase II must be before year 5 to obtain additional 70% abatement for years 5-8 of term.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Development of the Property.

- a. Owner intends to develop the Property for the Owner's manufacturing operations and/or related purposes permitted under applicable laws, and, subject to Section 9, the Building (as defined below) will always be occupied by the Owner throughout the term of this Agreement. The Property, which, if developed, shall include Real Property and Eligible Personal Property improvements within the Zone (together, the "Facility"). For purposes of this Agreement (i) "Eligible Personal Property" shall mean taxable business personal property including, but not limited to, machinery and equipment, office equipment, but expressly excluding inventory and motor vehicles that are not fixed to the Property located within the Zone, or other property designated as personal property by the Ellis Appraisal District and owned or leased by the Owner and its, and (ii) "Real Property" shall mean the land, Building and improvements designated as real property by the Ellis Appraisal District and owned or leased by the Owner.
- b. Owner plans to construct a 275,000 square foot building on the Property for the Owner's manufacturing operations ("Building"). Construction is planned to commence by July 2021 and shall be completed by December 31, 2022.
- c. In the year following the Owner's receipt of the Certificate of Occupancy (defined below) and the submission of the Annual Report (defined below) Owner's annual compliance to the first Minimum Annual Performance Criteria (as defined below), Owner will receive a tax abatement on the Eligible Personal Property and Real Property for eight (8) consecutive calendar years (the "Abatement Period"). The "Certificate of Occupancy" shall mean a document received by the Chief Building Official of the City signifying that all work on the building has been complete and the Owner may commence operations in the Building. Copy shall be sent to the Office of the Ellis County Judge.
- d. The Abatement Period shall begin on January 1, 2023 and conclude on December 31, 2030. The abatement shall be conditional upon the Owner's annual compliance to the Minimum Annual Performance Criteria and terms and conditions of this Agreement. Failure of the Owner to meet the Minimum Annual Performance

Criteria for any year during the Abatement Period or during any Additional Abatement Period (as defined below) shall result in loss of the annual abatement for the following calendar year.

- e. The Owner agrees that all construction and development of the Facility shall be in accordance with all applicable laws, ordinances, codes, rules, requirements and regulations of the City and Ellis County and any subdivision, agency or authority thereof, and, prior to commencing construction or development, Owner shall secure all permits, licenses, and authorizations required. Subject to Force Majeure (as defined below), owner must obtain a Certificate of Occupancy for the Building by December 31, 2022 for the Abatement Period to begin, which deadline may only be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.
- f. Simultaneously with the execution of this Agreement, Owner shall execute **Exhibit “C”** to certify no employment of undocumented workers, required by state law for economic development incentives.

2. Minimum Annual Performance Criteria. Throughout the term of this Agreement, Owner shall maintain the minimum number of Full-Time Jobs, Annual Payroll, and Taxable Value according to the table below (the “Minimum Annual Performance Criteria”). If the Owner fails to maintain the Full-Time Jobs, Annual Payroll, or Taxable Value, for a particular calendar year, then Owner shall not receive the tax abatement, as described herein, for such year. For purposes of this Agreement (i) “Full-Time Jobs” shall mean the number of Owner’s employees that (1) with a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce, and (2) entitled to at least the customary employer-sponsored benefits package afforded by the Owner to its similarly situated employees at other locations, (ii) “Annual Payroll” shall mean the total wages and bonuses paid, exclusive of benefits, to the Full-Time Jobs, which average wage exceed the Ellis County average upon the approval of this Agreement, and (iii) “Taxable Value” shall mean the total Real Property and Eligible Personal Property ad valorem taxable value that are reported by the Ellis Appraisal District for a given calendar year that is directly attributable to the Property.

Minimum Annual Performance Criteria			
Year	Full Time Jobs	Annual Payroll	Taxable Value
2022	87	NA	NA
2023	106	\$6,200,000	\$110,000,000
2024	106	\$6,400,000	\$105,000,000
2025	106	\$6,500,000	\$100,000,000
2026	106	\$6,600,000	\$95,000,000
2027	106	\$6,700,000	\$90,000,000
2028	106	\$6,800,000	\$85,000,000
2029	106	\$6,900,000	\$80,000,000
<u>2030</u>	<u>?</u>	<u>?</u>	<u>?</u>

3. Tax Abatement.

a. Tax abatement of the CityCounty's ad valorem taxes for Facility shall be granted annually by the CityCounty to Owner during the Abatement Period in the following amounts if Owner has: (1) complied with the Minimum Annual Performance Criteria for the preceding calendar year, AND (2) no Event of Default by Owner under this Agreement has occurred and is continuing after the expiration of the applicable notice and cure period, if any, under Section 15. For the purposes of this Agreement, "Added Value" means the value of the Real Property and Eligible Personal Property that is in excess of the Base Value (defined hereinafter).

Commented [A2]: Does the County wish to add the following???"The abatement is only applicable to the maintenance and operation portion of Ellis County's total tax rate."

Tax Abatement Values	
Year	% of Added Value of Real Property and Eligible Personal Property to be abated
2023	65%
2024	65%
2025	65%
2026	65%
2027	55%
2028	55%
2029	55%
2030	55%

b. In connection with this Agreement, Owner contemplates an expansion to the Building and Facility. If by December 31, 2026, Owner: (1) receives a Certificate of Occupancy for an addition to the Building of at least 125,000 square feet, (2) adds forty-four (44) Full-Time Jobs, and (3) reports an additional \$30 million in Taxable Value as result of the Building expansion and new Eligible Personal Property ("Expanded Facility") that is the result of new product lines being installed, then Owner's tax abatement value shall be increased to 70% for the remainder of the Abatement Period. Additionally, the Owner shall receive a 70% abatement for eight (8) years for the Expanded Facility ("Additional Abatement Period") if Owner has: (A) complied with the Minimum Annual Performance Criteria, as increased by subsections (2) and (3) in the second sentence of this paragraph b. for the preceding calendar year, AND (B) no Event of Default by Owner under this Agreement has occurred and is continuing after the expiration of the applicable notice and cure period, if any, under Section 15. The Additional Abatement Period shall only be applied to the Expanded Facility that is reported by Owner to the Ellis Appraisal District for the expansion and shall not extend the Abatement Period for the Facility. In no event shall the Owner receive an Abatement Period or Additional Abatement Period in excess of eight (8) years. Throughout the Additional Abatement Period, Owner shall certify annually that the Building is used for manufacturing operations and/or related purposes permitted under applicable laws, and, subject to Section 9, will always be occupied by the Owner throughout the term of this Agreement. All terms and conditions of this

Commented [A3]: Does the County want to extend another 8 years?

Commented [A4]: Does the additional 8-year abatement occur at year 5 and make the total years possible for abatement = 12 years? Need to reconcile 10-year abatement limits of Tax Code 312. Or, have I misunderstood this section?

Agreement applying to the Abatement Period shall also apply to the Additional Abatement Period.

- c. All valuations shall be determined by the Ellis Appraisal District as of January 1st of each year. All of Owner's Real Property and Eligible Personal Property in Ellis County will be timely rendered by Owner with Ellis Central Appraisal District pursuant to Chapter 22 of the Texas Tax Code. After the Abatement Period and the Additional Abatement Period, if any, expires, the full value of the Real Property and Eligible Personal Property shall be included on the tax roll and assessed in accordance with applicable laws, and this Agreement shall terminate.
 - d. ~~As required by Section 312.204(a) of the Act, it~~ It is the intent of the CityCounty and the Owner to abate the CityCounty's ad valorem taxes only on the value of Real Property and Eligible Personal Property that is in excess of the Base Value. The parties agree the Base Value to be \$780,404.00 (the "Base Value") which was estimated using the 2020 appraised values multiplied by the percentage of the parcel being purchased by Owner. The parties further acknowledge that on January 1, 2021, the Facility was not in the Zone or on the Property.
4. Facility and Inspections. Employees and/or designated representatives of the CityCounty will have access to the Zone during the term of this Agreement to inspect the Facility to ensure that the construction, maintenance, and operation of the Facility are in accordance with the terms and conditions of this Agreement. All inspections: (a) will be made during normal business hours; (b) will be preceded by at least five business days' prior written notice to Owner; (c) will be conducted in such a manner as to not unreasonably interfere with the construction of the Facility or the operation of the Facility or Owner's business; and (d) the CityCounty's inspector shall follow Owner's written safety and security policies. This Section 4 is not meant to alter or change the CityCounty's right to inspect for other reasons, including but not limited to building inspections done through the permitting process.
 5. Annual Certification of Owner. During each year of the Abatement Period and the Additional Abatement Period, if any, the Owner shall submit an Annual Certification Report ("Annual Report") for the preceding calendar year to the ~~MED and City Office of the Ellis County Judge~~ each year not later than February 15th. The Annual Report shall report the Minimum Annual Performance Criteria for the preceding calendar year. Annual abatements for each calendar year will be conditioned upon the Owner's compliance with this Agreement and the Minimum Annual Performance Criteria for the preceding calendar year. The Annual Report should substantially conform to the Annual Report Form hereto attached as **Exhibit "B"**. With each Annual Report, Owner shall also submit the Certification Regarding Employment of Undocumented Workers hereto attached as **Exhibit "C"**. The first Annual Report shall be filed by Owner no later than February 15, 2023. Owner acknowledges that CityCounty will be unable to confirm Owner's compliance with the Minimum Annual Performance Criteria without the Annual Report and Owner's failure to comply with this Section 5 could result in loss of the tax abatement for that year.
 6. Use and Rendering. The use of the Property and/or Facility is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the Abatement Period and the Additional Abatement Period, if any. On or before **March 31st** of

each year of the Abatement Period and the Additional Abatement Period, if any, the Owner shall file an "Application for Property Tax Abatement Exemption" (the "Annual Application for Abatement") form with the Ellis Central Appraisal District declaring the Zone to be the tax situs of the Real Property and Eligible Personal Property, identified in the corresponding **Exhibit "A"**, and will render all of Owner's personal property in Ellis County with Ellis Central Appraisal District during each year of the Abatement Period and the Additional Abatement Period, if any. The first Annual Application for Abatement shall be filed by Owner no later than March 31, 2023. Notwithstanding anything to the contrary stated herein, if there is any discrepancy between the Annual Application for Abatement and this Agreement, this Agreement shall control.

7. Covenants of Owner. Owner covenants and agrees with CityCounty that, while this Agreement is in effect, Owner will comply with the following terms and conditions, which are material terms to this Agreement:
 - a. Owner shall timely perform and comply in all material respects with all terms, conditions, and provisions set forth in this Agreement to be performed and/or complied with by Owner, including, without limitation, any such terms and conditions governing timely completion of the Buildings and/or renditions as provided by this Agreement;
 - b. Owner shall pay all ad valorem real or personal property taxes owed by Owner, and not abated hereunder, to the County, City, ~~Ellis County~~ or Midlothian Independent School District prior to delinquency, subject to Owner's right to protest or appeal taxes as permitted by law; and
 - c. Owner shall provide accurate and truthful information in all documentation provided to the CityCounty, including but not limited to **Exhibit "B"** and **"C"**.
8. CityCounty's Remedies. For each year of the Abatement Period and the Additional Abatement Period, if any, that Owner's obligations hereunder: (a) owes ad valorem taxes to the City, ~~Ellis County~~, City or Midlothian Independent School District that are delinquent and not subject to timely filed and maintained protest or appeal; or (b) fails to meet the Minimum Annual Performance Criteria during a calendar year, then the tax abatement provided in Section 3 shall be forfeited by Owner for the subsequent calendar year, and CityCounty shall not be required to send a Notice of Default (as defined below). If Owner is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in **Exhibit "C"**, this Agreement shall be terminated, and upon such termination, Owner shall immediately pay to the CityCounty the amount of cityCounty property tax abated in the prior year within thirty (30) days of receiving an invoice from the CityCounty of the amount due. Failure of Owner to timely pay the amount due under this Section 8 will result in interest compounding monthly at a rate of four percent (4%) until paid. If this Agreement is terminated as provided in this Section 8 or Section 9, then the Owner shall not receive further abatement under this Agreement.
9. Termination for Nonuse. Subject to Force Majeure (as defined hereinafter) and except for temporary closures of ninety (90) days or less for remodeling, repairs, renovations, and

expansions, in the event that the Building, including the Facility Expansion, if any, is completed and Owner subsequently discontinues operations for any other reason for a period of ninety (90) days during the Abatement Period or the Additional Abatement Period, if any, then the same will constitute an Event of Default by Owner under this Agreement. If Owner fails to cure such Event of Default after receipt of written notice thereof from the CityCounty and the expiration of the cure period described in Section 15, the CityCounty may, at its option, terminate this Agreement by providing written notice of termination to Owner. "Force Majeure" means an event, circumstance, or condition that is outside the reasonable control of the party obligated to perform, including, without limitation, labor disputes, strikes, lock-outs, or other industrial disturbances; civil disturbances; war; military or usurped power; sabotage; weather events; fires, earthquakes, tornadoes, floods, explosions, landslides, lightning, hurricanes, washouts, or other casualty; acts of God; inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the open market; terrorism; invasion; epidemics; governmental orders issued after the Effective Date in response to pandemics, including, without limitation, the pandemic known as "corona virus" or "COVID-19"; states of emergency declared by federal, state, or local governments after the Effective Date; insurrection; riot; mob violence; acts of public enemies; civil commotion; failure of power; failure of transportation or unusual delay in transportation; condemnation; orders of any kind of governmental authorities or any civil or military authority; requisition; action or inaction by governmental authorities; governmental restrictions or regulations; closures of governmental offices; unforeseen subsurface conditions; explosions, breakage, or accidents to machinery, pipelines, or canals; or partial or entire failure of power or water supply. It is further acknowledged and agreed that any governmental orders issued in response to the corona virus are a Force Majeure condition to the extent such orders cause unprecedented adverse impacts on each party's ability to fully and timely perform obligations under this Agreement (including, without limitation, travel restrictions, self-imposed and/or governmental required isolations, quarantines, closures of offices and institutions required to fund, close and record real estate development, financing, and construction-related documents). Knowledge of the corona virus and its adverse impacts as of the date of this Agreement will not waive the right of either party hereto to delay performance as described above based upon new governmental orders issued after the Effective Date in response to the corona virus as a Force Majeure condition.

10. Conflicts. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in the Act. In case of conflict between this Agreement and the Act, the Act shall control.

11. Recitals. The recitals to this Agreement are incorporated as if fully set forth herein and were relied on by the parties when entering into this Agreement.

12. Term of Agreement. This Agreement shall become effective on the Effective Date. ~~–~~If Owner does not acquire fee simple ownership of the Property by July 31, 2021, this Agreement shall be *void ab initio* and never take effect. This Agreement shall terminate on the later of: (1) February 15th that follows December 31st of the eighth (8th) year of the Abatement Period or the Additional Abatement Period, if any, unless terminated earlier as expressly allowed by this Agreement; provided, however, this Agreement shall be *void ab initio* and shall have no force and effect if, subject to Force Majeure, Owner has not received a Certificate of Occupancy for

Commented [A5]: Does the County want the Additional Abatement Period?

the Building from the City by December 31, 2022, which deadline may only be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.

13. Notices. All notices required or contemplated by this Agreement must be in writing and sent to the party to which it is addressed at the address set forth below or at such other address as such party may hereafter specify by at least five (5) calendar days prior written notice:

If to Owner, then to: SunOpta Grains and Foods Inc.

With a copy to

If to the ~~City/County~~, then to: County Judge
101 W. Main Street
Historic Courthouse
Waxahachie, Texas 75165~~City of Midlothian~~
~~_____~~ ~~Attention: City Manager~~
~~_____~~ ~~104 W. Ave. E.~~
~~_____~~ ~~Midlothian Texas 146065~~

~~If to the MED, then to: Midlothian Economic Development~~
~~_____~~ ~~Attention: President/CEO~~
~~_____~~ ~~310 North Ninth Street, Suite A~~
~~_____~~ ~~Midlothian Texas 146065~~

All notices required or permitted to be given hereunder shall be deemed to be duly given: (a) at the time of delivery, if such notice is personally delivered; or (b) on the third business day after mailing, if such notice is deposited with the United States Postal Service, postage prepaid, for mailing via certified mail, return receipt requested; or (c) on the next business day, if such notice is sent by a nationally recognized overnight courier which maintains evidence of receipt; or (d) upon receipt of delivery, if such notice is sent by electronic mail transmission before 5:00 p.m. C.S.T. with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. If any notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such notice shall be effective on the date delivery is attempted.

14. Assignment. Owner shall not have the right to assign its rights or obligations under this Agreement to any third party without the prior written consent of the ~~City/County~~, which consent will not be unreasonably withheld, conditioned or delayed so long as the assignee

expressly assumes all of the obligations of Owner under this Agreement for the balance of the term of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, Owner may, without the consent of the ~~CityCounty~~, collaterally assign its rights, title, and interests under this Agreement for the purpose of securing financing for constructing, operating, remodeling, repairing, renovating, expanding, and maintaining the Building, and/or the Property.

15. Event of Default. It shall be an “Event of Default” that cannot be cured if Company (a) fails to meet the Minimum Annual Performance Criteria for a calendar year during the Abatement Period or the Additional Abatement Period, if any; (b) is unable to truthfully complete the annual Certification Regarding Employment of Undocumented Workers attached as Exhibit “C”; (c) fails to timely pay all ad valorem real or personal property taxes owed by Company, and not abated hereunder, to the ~~CityCounty~~, Ellis County or Midlothian Independent School District, subject to Company’s right to protest or appeal taxes as permitted by law; or (d) subject to Force Majeure, fails to obtain a Certificate of Occupancy for the Building by December 31, 2022. Any failure by a party to perform any other material term or provision of this Agreement shall, subject to the provisions of this Agreement to the contrary, also constitute an “Event of Default”, if: (e) such defaulting party does not cure such failure within thirty (30) days following delivery of a notice of default from the other party (“Notice of Default”), where such failure is of a nature that can be cured by commercially reasonable efforts within such thirty (30) business day period; or (f) where such failure is not of a nature which can be cured by commercially reasonable efforts within such thirty (30) day period, the defaulting party does not within such thirty (30) day period provide written notice to the other party of the time reasonably needed to cure, why such additional time is needed and the detailed timeline of the steps to be taken and when, and then commence reasonable substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence, continuity, and at the times reflected in the provided timeline the curing of such failure and cure such failure within a maximum of ninety (90) days. The failure to pay money shall not constitute a default allowing cure under clause (f) above. An Event of Default under Section 9 shall not constitute a default allowing cure under clause (f) above or otherwise. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting party and the manner, if any, in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement.
16. Limited Liability. Unless expressly permitted by this Agreement, neither party shall in any circumstances be liable to the other party under, arising out of or in any way connected with this Agreement for any consequential loss or damage or special or punitive damages, whether arising in contract or tort, including negligence. The Owner acknowledges and agrees that this Agreement is not an agreement to provide goods or services to the ~~CityCounty~~.
17. CityCounty’s Authority. ~~CityCounty~~ represents that this Agreement was approved by the affirmative vote of a majority of the members of the governing body of the ~~CityCounty Council of the CityCounty of Midlothian~~ Ellis County Commissioners’ Court at a regularly scheduled meeting, and ~~Richard Rene Todd Little, County Judge~~ Mayor, was authorized to sign on behalf of ~~the Ellis CityCounty, Texas of Midlothian Texas.~~

18. Owner's Authority. Owner represents and warrants that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and (3) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.
19. Entire Agreement. This Agreement is the entire agreement between the parties with respect to tax abatements.
20. Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.
21. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.
22. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
23. Confidentiality. Owner understands and acknowledges that the CityCounty is subject to, and will comply with, the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute and information, including information about Owner, possessed by the CityCounty is subject to disclosure to the public thereunder. However, the CityCounty will, to the extent permissible under the Texas Public Information Act, maintain the confidentiality of the employee identification numbers and employment status provided by Owner. The CityCounty's right to verify the existence of Full-Time Jobs will be accomplished in a manner that does not breach any privacy policy of Owner or require access to Owner's client information. The foregoing confidentiality provisions are not intended to limit Owner's written reports required under this Agreement.
24. Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

Exhibit "A" Ordinance creating Zone with Zone Property Description

Exhibit "B" Annual Certification Report Form

Exhibit "C" Certification Regarding Employment of Undocumented Workers

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the day and year first set forth above.

[signature pages follow]

SunOpta Grains and Foods Inc.

By: _____

Its: _____

Print Name: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Owner.

Given under my hand and seal of office on this ___ day of _____ 2021.

Notary Public, State of _____

CITY OF MIDLOTHIAN, TEXAS
CountyELLIS
COUNTY, TEXAS

Judge

Richard Reno, MayorTodd Little, County

THE STATE OF TEXAS

COUNTY OF ELLIS

Before me, the undersigned authority, on this day personally appeared Richard Reno, MayorTodd Little, County Judge of the City of MidlothianEllis County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said municipality.

Given under my hand and seal of office on this ___ day of _____ 2021.

Notary Public, State of Texas

EXHIBIT "A"

**CITY ORDINANCE CREATING ZONE WITH LEGAL DESCRIPTION OF ZONE
BOUNDARIES**

EXHIBIT "B"

ANNUAL CERTIFICATION REPORT FORM

(See following two pages.)

Annual Certification Report

Reporting Period: January 1 to December 31, 20__

The Annual Certification Report for ~~the City/County of Midlothian~~ Ellis County Tax Abatement Agreement (the "Agreement") between ~~the City of Midlothian~~ Ellis County and SunOpta Grains and Foods Inc. ("Owner") is due on February 15, 20__.

I. PROJECT INFORMATION

Owner's legal name: SunOpta Grains and Foods Inc., a New York foreign business corporation
Project address subject to incentive: _____, Midlothian, Texas 76065
Primary contact: _____, Title: _____
Phone number: _____, E-mail address: _____

II. REPORTING INFORMATION

Employment and Wage Information:

Has the Owner employed undocumented workers? Yes No
Total number of Full-Time Employees located at the Facility during the Calendar Year? _____
Total Annual Payroll for the Facility during the Calendar Year? _____

Investment Information:

Ad valorem taxable value for Real Property for the Calendar Year? _____
Ad valorem taxable value for Eligible Personal Property for the Calendar Year? _____

Narrative:

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNTARY)

Employment:

Number of new full-time positions added in past year: _____
Total number of employers local in Midlothian facility: _____
Total annual payroll exclusive of benefits: _____
Total annual payroll inclusive of benefits _____
Are you interested in being contacted about workforce training opportunities? Yes No
Are you interested in being contacted for assistance with City permits? Yes No

EXHIBIT "C"

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, "**Public Subsidies**" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, "**undocumented worker**" means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United States; or
- (B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security.

(2) If, after receiving the Public Subsidies provide herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided by this Agreement under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the **CityCounty** notifies the business of the violation. As provided by Section 2264.101(c) of the Texas Government Code, Owner will not be liable for a violation by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

SunOpta Grains and Foods Inc.

By: _____

(Type name and title)

THE STATE OF TEXAS §

COUNTY OF ELLIS §

ORDER TO DESIGNATE AUXILIARY COURTHOUSE
EFFECTIVE APRIL 13th, 2021

WHEREAS, the Ellis County Commissioners Court recognizes the importance of in-person court proceedings and desires to facilitate timely and safe proceedings;

WHEREAS, the Texas Office of Court Administration issued “Best Practices for All Court Proceedings During COVID-19 Pandemic” in March of 2021, pursuant to the Texas Supreme Court’s 36th Emergency Order;

WHEREAS, the Texas Supreme Court’s 36th Emergency Order stipulates requirements of courts to hold in-person court proceedings;

WHEREAS, the City of Waxahachie, Texas desires to lease a large ballroom space to Ellis County, Texas (“County”), located at the Waxahachie Civic Center (“Civic Center”) 2000 Civic Center Ln., Waxahachie, TX 75165;

WHEREAS, designating the Civic Center as an auxiliary courthouse will provide County with a large space to accommodate social-distancing protocols during in-person jury selection;

WHEREAS, Texas Local Government Code Section 292.001 provides that the commissioners court of a county may lease a building or rooms, other than the courthouse, for the housing of county or district offices, county or district courts, or for the conducting of other public business, if the commissioners court determines that the additional building or rooms are necessary;

WHEREAS, the Civic Center is located inside the municipality designated as the county seat pursuant to Texas Local Government Code Section 292.004;

WHEREAS, the Civic Center is not intended to replace the courthouse but instead shall serve as a temporary space to meet public safety needs during the COVID-19 pandemic;

WHEREAS, the Ellis County Commissioners Court hereby desires to designate Civic Center as an auxiliary courthouse in order to facilitate a safer, socially distanced, environment for jury trial proceedings; and

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF ELLIS COUNTY THAT:

WHEREAS, the Ellis County Commissioners Court finds that designating the Civic Center, located at 2000 Civic Center Ln., Waxahachie, TX 75165, as an auxiliary courthouse serves a necessary and public purpose;

WHEREAS, the Ellis County Commissioners Court finds that providing an auxiliary courthouse will satisfy the “Minimum Standard Health Protocols” adopted by the local administrative district judge, Judge Bob Carroll, included and adopted herein as Exh. A; and

WHEREAS, the Civic Center’s designation as an auxiliary courthouse shall expire on _____, unless extended by subsequent Ellis County Commissioners Court order.

PASSED AND APPROVED BY COMMISSIONERS COURT this 13th day of April, 2021.

Todd Little,
COUNTY JUDGE

Randy Stinson,
COMMISSIONER PCT. #1

Land Grayson,
COMMISSIONER PCT. #2

Paul Perry,
COMMISSIONER PCT. #3

Kyle Butler,
COMMISSIONER PCT. #4

ATTEST: _____
County Clerk, Krystal Valdez

ELLIS COUNTY COMMISSIONERS' COURT

Resolution

**SUPPORTING A HEAVY HAUL CORRIDOR IN ELLIS COUNTY,
TEXAS**

WHEREAS, the Texas Legislature, in House Bill 4138 & Senate Bill 1828, would amend the Texas Transportation Code, Chapter 623, by adding Subchapter W to allow trucks to carry excess cargo weight on designated routes in Ellis County, Texas; and

WHEREAS, by allowing trucks to carry excess cargo weight on the designated routes, less trucks will be on the public roads and highways, which will increase safety to the citizens of Ellis County, Texas; and

WHEREAS, by allowing trucks to carry excess cargo weight on the designated routes, it will also reduce transportation cost to businesses, which will promote economic development and growth for the benefit of the citizens of Ellis County, Texas; and

WHEREAS, the Commissioners Court of Ellis County wishes to express its support for the designated routes proposed by Subchapter W for the benefit of Ellis County.

NOW, THEREFORE, BE IT RESOLVED, that the Ellis County Commissioners Court offers support for allowing trucks to carry excess cargo weight on designated routes in Ellis County by adding Subchapter W to Texas Transportation Code, Chapter 623.

APPROVED, this ____ day of _____, 2021.