

Ellis County

Open Item Listing (Date: 09/20/2021)

Status = POSTED

Due Date = 09/28/2021

Bank Account = First Financial Bank 1113-Clearing

Vendor Name	Vendor#	Total
DEPARTMENT OF INFORMATION RESOURCES	04439	\$3,373.58

Invoice# I21-011765 for Purchase Order# 21-001167 \$3,373.58

Effective Date: 09/28/2021

Invoice Type: Default Invoice

Vendor Invoice# HD10000821

ELECTIONS-INV#HD10000821 1.00@ \$3373.580000 Each Net Amount = \$3,373.58 Tax Amount = \$0.00 Total = \$3,373.58

001-0210-509600 HAVA GRANT EXPENSE \$3,373.58

THOMAS HALE	8745	\$20,000.00
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Invoice# I21-011759 \$20,000.00

Effective Date: 09/28/2021

Invoice Type: Default Invoice

Vendor Invoice# 090721

IMPREST FUNDS 1.00@ \$20000.000000 Each Net Amount = \$20,000.00 Tax Amount = \$0.00 Total = \$20,000.00

001-0010-508400 IMPREST FUNDS \$20,000.00

WRAY, WILLETT & STOFFER, PLLC	01292	\$5,750.00
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Invoice# I21-011762 for Purchase Order# 21-001401 \$5,750.00

Effective Date: 09/28/2021

Invoice Type: Default Invoice

Vendor Invoice# 25569

Invoice #25569. Legal charges for Attorney working on behalf of Buyer and Seller as Escrow Agent of purchase of 301 S. Rogers street. 1.00@ \$5750.000000 Each Net Amount = \$5,750.00 Tax Amount = \$0.00 Total = \$5,750.00

018-0908-507020 BUILDING REPAIRS & IMPROVEMENTS \$5,750.00

\$29,123.58

**ELLIS COUNTY
COMMISSIONERS' COURT**

REGISTER OF CLAIMS

~ ~ ~

Tuesday, September 28th, 2021

<i>County, CSCD & Elections Payroll total:</i>	N/A
County: Accounts Payables:	\$29,123.58
CSCD: Accounts Payables:	N/A
Credit Card Payments:	N/A
Sales Tax Payment:	N/A

Total Claims: \$29,123.58

Approved:

County Judge

Commissioner – Precinct #1

Commissioner – Precinct #2

Commissioner – Precinct #3

Commissioner – Precinct #4

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – SEPTEMBER 14, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, SEPTEMBER 14, 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

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

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 PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE. – *TODD LITTLE, COUNTY JUDGE*

CONSENT AGENDA:

MINUTE ORDER 422.21 APPROVING CONSENT AGENDA

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, COUNTY TREASURER*
- A2 APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM AUGUST 31, 2021. – *KRystal VALDEZ, COUNTY CLERK*
- A3 ACCEPTING THE MONTHLY REPORTS FOR TEXAS A&M AGRILIFE COUNTY AGENTS ARNOLD, ESPIE AND EDGAR. – *MARK ARNOLD, AGRILIFE EXTENSION OFFICE*
- A4 ACCEPTING THE JUNE 2021 CASH AUDIT REPORTS. – *DEVONDA SPURLOCK, COUNTY AUDIT TEAM*
- A5 MOVED TO REGULAR AGENDA BY COMMISSIONER PERRY
- A6 APPROVING TO AMEND PCT. 3 TCEQ – TEXAS EMISSIONS REDUCTIVE INCENTIVE GRANT PROGRAM #582-19-93086 -0249 AT NO ADDITIONAL COST TO THE COUNTY. – *PAUL PERRY, COMMISSIONER PCT. 3*

FINANCIAL:

- F1 **FY2020-21 LINE ITEM TRANSFER – BRAD NORMAN, SHERIFF**
DECREASE 001-0010-505020 SALARY BY \$89,579.80;
DECREASE 001-0010-508060 OFFICIAL BOND-DUES BY \$750.00;
DECREASE 001-0010-508070 OPERATING EXPENSES BY \$691.00;
DECREASE 001-0010-508120 RADIO BY \$4,829.00;
DECREASE 001-0010-509380 DWO WARRANT REVIEW BY \$3,000.00;
INCREASE 001-0010-506020 STAFF TRAVEL & EXPENSE BY \$687.54;
INCREASE 001-0010-508040 SHIPPING-POSTAGE BY \$7,100.00;
INCREASE 001-0010-508080 AUTO GAS-OIL BY \$51,300.00;
INCREASE 001-0010-508090 AUTO REPAIRS BY \$8,337.69;
INCREASE 001-0010-508100 AUTO TIRES BY \$7,693.62;
INCREASE 001-0010-508340 CRIME SCENE BY \$1,404.62;
INCREASE 001-0010-508350 TRAINING BY \$1,510.17;
INCREASE 001-0010-508470 PROMOTIONAL & PRINTING BY \$5,031.11;
INCREASE 001-0010-508650 PRE EMPL SCREENING BY \$1,047.05;
INCREASE 001-0010-508680 CONTRACT SERVICES BY \$14,738.00.
- F2 **FY2020-21 LINE ITEM TRANSFER – ANN MONTGOMERY, COUNTY AND DISTRICT ATTORNEY**
DECREASE 001-0360-506010 MILEAGE BY \$1,000.00;
DECREASE 001-0360-508050 CONFERENCE BY \$2,000.00;
DECREASE 001-0360-508080 AUTO GAS BY \$3,500.00;
DECREASE 001-0360-508330 COURT REPORTING BY \$1,500.00;
DECREASE 001-0360-508350 TRAINING BY \$2,000.00;
INCREASE 001-0360-508070 OPERATING EXPENDITURES BY \$10,000.00.
- F3 **FY2020-21 LINE ITEM TRANSFER – JANA ONYON, ELECTIONS DEPARTMENT**
DECREASE 001-0140-508590 SYSTEM ADMINISTRATION FEES BY \$49,765.00;
INCREASE 001-0210-509420 ELECTION EXPENSES BY \$15,765.00;
INCREASE 001-0210-506010 TRAVEL REIMBURSEMENT BY \$400.00;
INCREASE 001-0210-508230 LEGAL NOTICES BY \$600.00;
INCREASE 001-0210-508480 PART TIME ELECTION SALARIES BY \$31,800.00;
INCREASE 001-0210-507030 TELEPHONE BY \$1,200.00.
- F4 **FY2020-21 LINE ITEM TRANSFER – CURTIS POLK, JR., CONSTABLE, PCT. #3**
DECREASE 001-0613-508020 EQUIPMENT BY \$1,100.00;
DECREASE 001-0613-508190 COMPUTER EQUIPMENT BY \$414.00;
DECREASE 001-0613-508190 COMPUTER EQUIPMENT BY \$500.00;
DECREASE 001-0613-508050 CONFERENCE BY \$500.00;
INCREASE 001-0613-508010 SUPPLIES BY \$1,100.00;
INCREASE 001-0613-508100 AUTO TIRES BY \$414.00;
INCREASE 001-0613-508210 UNIFORM EXP. BY \$500.00;
INCREASE 001-0613-508150 UNIFORM ALLOWANCE BY \$500.00.

- F5 **FY2020-21 LINE ITEM TRANSFER – LANE GRAYSON, COMMISSIONER, PCT. #2**
 DECREASE 004-0652-509150 RB2 ASPHALT BY \$2,000.00;
 INCREASE 004-0652-508050 RB2 CONFERENCE DUES BY \$2,000.00.
- F6 **FY2020-21 LINE ITEM TRANSFER – LANE GRAYSON, COMMISSIONER, PCT. #2**
 DECREASE 010-0653-508070 FM2 GENERAL EXPENSE BY \$7,000.00;
 INCREASE 010-0653-509090 FM2 REPAIRS/PARTS BY \$7,000.00.
- F7 **FY2020-21 LINE ITEM TRANSFER – ALBERTO MARES, DEPARTMENT OF DEVELOPMENT**
 DECREASE 001-0060-507030 SUPPLIES BY \$200.00;
 DECREASE 001-0060-508060 DUES BY \$150.00;
 INCREASE 001-0060-506010 TRAVEL REIMB. BY \$30.00;
 INCREASE 001-0060-508020 EQUIPMENT BY \$160.00;
 INCREASE 001-0060-508090 AUTO REPAIRS BY \$160.00.
- F8 **FY2020-21 LINE ITEM TRANSFER – TIM BIRDWELL, FIRE MARSHAL**
 DECREASE 001-0450-508050 CONFERENCE BY \$1,000.00;
 INCREASE 001-0450-508080 AUTO GAS BY \$1,000.00.
- F9 **FY2020-21 LINE ITEM TRANSFER – BRAD NORMAN, COUNTY SHERIFF**
 DECREASE 001-0015-508060 OFFICIAL BOND-DUES BY \$300.00;
 DECREASE 001-0015-508070 OPERATING EXPENSE BY \$980.00;
 DECREASE 001-0015-508140 INMATE FEEDING BY \$48,952.97;
 DECREASE 001-0010-508680 PROFESSIONAL SERVICES BY \$300.00;
 DECREASE 001-0015-508730 BLDG MECH CONT BY \$1,555.00;
 DECREASE 001-0015-508880 COMPUTER SOFTWARE BY \$6,000.00;
 INCREASE 001-0015-507020 REPAIRS BY \$50,000.00;
 INCREASE 001-0015-508030 FURN.-FIXTURES BY \$2,300.00;
 INCREASE 001-0015-508120 RADIO BY \$971.97;
 INCREASE 001-0015-508210 UNIFORMS-JAILER BY \$2,800.00;
 INCREASE 001-0015-508650 PRE EMPL SCREENING BY \$2,106.00.
- F10 **FY2020-21 LINE ITEM TRANSFER – ROY CALLENDER, CONSTABLE, PCT. #1**
 DECREASE 001-0611-508010 SUPPLIES BY \$1,000.00;
 DECREASE 001-0611-508020 EQUIPMENT BY \$445.00;
 INCREASE 001-0611-508190 COMPUTER EQUIPMENT BY \$1,445.00.

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

MINUTE ORDER 423.21 (A5) APPROVING THE COMMISSIONERS' COURT DATES FOR FY2022. – *TODD LITTLE, COUNTY JUDGE*

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

ADMINISTRATIVE

MINUTE ORDER 424.21 (3.1) APPROVING A RESOLUTION IN OPPOSITION TO A FEDERAL VACCINE MANDATE ISSUED OR COMMUNICATED BY THE UNITED STATES PRESIDENT JOE BIDEN AND/OR THE PRESIDENT'S REPRESENTATIVE. – *TODD LITTLE, COUNTY JUDGE*

PUBLIC PARTICIPATION: DON GRIFFIN, RED OAK; LAUREN RICKS, MIDLOTHIAN; KEITH REINDL, MIDLOTHIAN; SYLVIA COULSON, WAXAHACHIE; JOHN WRAY, WAXAHACHIE; HANNAH SOUTHERLAND, WAXAHACHIE; JOSHUA SOUTHERLAND, WAXAHACHIE; JASON SOUTHERLAND, WAXAHACHIE

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY JUDGE LITTLE, MOTION CARRIED

MINUTE ORDER 425.21 (3.2) APPROVING TO REINSTATE COVID-19 EXPOSURE AND ILLNESS POLICY, EFFECTIVE 09/14/21, TO ALLOW EACH ELLIS COUNTY EMPLOYEE UP TO 10 DAYS (OR 80 HOURS) OF PAID SICK LEAVE DUE TO AN EXPOSURE OR POSITIVE COVID-19 TEST. SUBSEQUENT NEGATIVE TEST OR A PHYSICIAN'S STATEMENT ALLOWING RETURN TO WORK MUST BE SUBMITTED. – *PAUL PERRY, COMMISSIONER, PRECINCT #3*

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

MINUTE ORDER 426.21 (3.3) APPROVING TO AMEND THE ORDER TO DESIGNATE WAXAHACHIE CIVIC CENTER AS AN AUXILIARY COURTHOUSE UNTIL DECEMBER 31, 2022. – *JIM CHAPMAN, JUDGE, COUNTY COURT AT LAW No. 1*

(3.4) APPROVING TO EXTEND THE EVENT LEASE AGREEMENT WITH THE WAXAHACHIE CIVIC CENTER FOR A FEE OF \$1,000.00 PER JURY DAY; 2-3 DAYS PER MONTH. – *JIM CHAPMAN, JUDGE, COUNTY COURT AT LAW No. 1*

MOTION TO APPROVE 3.3 AND 3.4 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 427.21 (3.5) APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COWBOY CHURCH OF ELLIS COUNTY (WAXAHACHIE). THE MOU WILL PROVIDE A FRAMEWORK FOR BOTH ENTITIES TO RENDER ASSISTANCE AND SERVICES OF VICTIMS OF DISASTER TO INCLUDE COMPANION ANIMALS, AS WELL AS OTHER SERVICES WHICH COOPERATION MAY BE MUTUALLY BENEFICIAL. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT*

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

MINUTE ORDER 428.21 (3.6) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERRIS, TEXAS TO ASSIST IN FUNDING A REGIONAL MONOCLONAL INFUSION CENTER LOCATED AT THE FERRIS SCOUT HOUSE. COSTS AND EXPENSES FOR STAFFING AND OPERATING THE FACILITY AS AN ANTIBODY INFUSION CENTER WILL BE SPLIT 50%/50% BETWEEN CITY OF FERRIS AND ELLIS COUNTY. BOTH PARTIES AGREE THE AMOUNT IN TOTAL PAID FOR OPERATING AND STAFFING COSTS \$180,000.00 (PER MONTH) SHALL NOT EXCEED THREE-HUNDRED SIXTY-THOUSAND DOLLARS (\$360,000.00), UNLESS EXTENDED BY THE COURT. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT*

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

MINUTE ORDER 429.21 (3.7) APPROVING TO ENTER INTO AN AGREEMENT WITH MDLAB, LLC AND THE CITY OF FERRIS, TEXAS FOR THE PROVISION OF A MONOCLONAL ANTIBODY INFUSION CLINIC. INITIAL AGREEMENT TERM WILL BE FOR A PERIOD OF TWO (2) MONTHS AT A COST OF \$180,000.00 PER MONTH (OR \$90,000 PER ENTITY). APPROVAL TO PURCHASE IS ORDERED AS A DISCRETIONARY EXEMPTION (PER TEX. LOCAL GOV'T CODE SECTION 262.024 (A)(1-2)) DUE TO EXIGENT AND EMERGENCY CIRCUMSTANCES NECESSITATING MONOCLONAL TREATMENT TO PRESERVE AND PROTECT THE PUBLIC HEALTH OF THE RESIDENTS OF ELLIS COUNTY. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

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

ADJOURN TO EXECUTIVE SESSION 3:05 P.M.

MOTION FOR A FINDING TO CONVENE TO EXECUTIVE SESSION BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

EXECUTIVE SESSION

THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE 551, OR TO SEEK THE ADVICE OF ITS ATTORNEY AND/OR OTHER ATTORNEYS REPRESENTING ELLIS COUNTY ON ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE COMMISSIONERS COURT UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH TEXAS GOVERNMENT CODE CHAPTER 551 OR AS OTHERWISE MAY BE PERMITTED UNDER 551.

- 1.1 PURSUANT TO CHAPTER 551.072 OF THE GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY IF THE DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.

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.

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Please fill out this form completely:

DATE: 09/22/2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Richard Rozier

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Tax Assessor Collector

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 9/28/2021

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

Request to approve Property Tax Refunds in the amount of \$4,743.90 by the Ellis County Tax Assessor/Collector.

* _____
County Attorney Approval



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozier
Ellis County Tax Assessor/Collector

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: Richard.rozier@co.ellis.tx.us

September 16, 2021

Request for Approval of October 5, 2021
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Lereta Tax Service	✓ 265981	✓ \$4,743.90
Total refunds:		\$4,743.90

Rachel Conte Administrator – Property Tax

Todd Little, County Judge

Commissioner Stinson, Pct. 1

Commissioner Grayson, Pct. 2

Commissioner Perry, Pct. 3

Commissioner Butler, Pct. 4

Janet Martin CPA, CFE

Notes

Go To :



CHCONTE
T80122 v1.90

09/16/2021 09:45:57
ACTELLIS

Deposit

REMITTANCE

Detail

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
W210125MG	285981				

Check/Receipt	Receipt	Remit	Check	Payment	Payment	Applied	Transaction	Account	Payer
Seqs	Deposit No.	Date	Seq No.	No.	Type	Amount	Type	No.	
	W210125MG	01/25/2021	46237152	383586	CH	\$25,018.26	√\$4,743.90	LG 285981 ✓	29237535-NEW AMERIC



RICHARD ROZIER
Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

Phone No.: 972-825-5150
 Fax No.: 972-825-5151

Print Date: 09/07/2021
 Deposit No.: W210125MG

NEW AMERICAN FUNDING ✓
901 CORPORATE CENTER DR
POMONA, CA 91768

Account Number 265981 ✓	 * 2 6 5 9 8 1 *
Legal Description of the Property NONE GIVEN 316 HAVEN RD 75165 OWNER: POTTER DAVID & STEPHANIE POTTER	

2020 OVERAGE AMOUNT ✓ \$4,743.90

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE, 394: North Grove PID

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Lereta Tax Services ✓			
	Address: 901 Corporate Center Dr			
	City, State, Zip: Pomona, CA 91768			
	Daytime Phone No.: 800-537-3821		E-Mail Address: agonzalez3@lereta.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	New American Funding c/o Lereta	0000383586	12/21/20	\$6282.33
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) 		DATE 09/09/2021	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

This application must be completed, signed, and submitted with supporting documentation to be valid.

RECONVENE TO REGULAR SESSION 3:46 P.M.

MOTION TO RECONVENE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

ADJOURNMENT 3:46 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON SEPTEMBER 14, 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 28TH DAY OF SEPTEMBER 2021.

KRYSTAL VALDEZ, COUNTY CLERK

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 AMENDMENT

FISCAL YEAR 2020-2021

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will INCREASE/ DECREASE the 2020-2021 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-509420	Election Expenses	\$ 1,800.00
	TOTAL:	\$ 1,800.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-509420	Auto Gas/Oil	\$ 200.00
001-0210-508230	Legal Notices	\$ 1,600.00
	TOTAL:	\$ 1,800.00

9/20/2021

Elections

Signature

Date

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT 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:

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Please fill out this form completely:

DATE: 09.20.2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Samantha Pickett

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

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 09.28.2021

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

**Decrease \$149.00 from 001-0430-508080 (Auto Gas) to Increase \$149.00 to 001-0430-508350 (Training),
Samantha Pickett, Ellis County Emergency Management Coordinator**



SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR

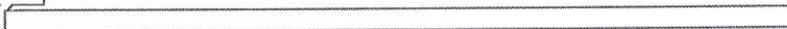
09.20.2021

*

County Attorney Approval

Learn Exactly What's on the FAA UAS Knowledge Test and See Actual FAA Test Questions

02:45



~~Complete Course for 3 months~~
~~\$299.99~~

Complete Course + Recurrent Course for Life
\$149.00

Buy Now \$149

Chat

Recurrent Course for Life

\$67.00

Buy Now \$67

Everything you need and nothing you don't to pass your FAA UAS Knowledge test with flying colors and be a safe real world sUAS Remote Pilot in command.

Click on the lessons below to view the modules & video run times.

Full Course

Recurrent Course

- | | |
|---|---|
| Lesson 1: Rules & Regulations  | Lesson 6: Airport/Field Operations  |
| Lesson 2: Airspace  | Lesson 7: Radio Communications  |
| Lesson 3: UAS Weather & Weather Sources  | Lesson 8: Emergency Procedures  |
| Lesson 4: UAS Loading & Performance  | Lesson 9: Preflight and Maintenance  |

Lesson 5: Crew Resource Management	+	Lesson 10: Final Exam	+
Lesson 1: General	+	Lesson 5: Emergency Procedures	+
Lesson 2: Operating Rules	+	Lesson 6: Aeronautical Decision Making	+
Lesson 3: Airspace Classification	+	Lesson 7: Maintenance and Inspection Procedures	+
Lesson 4: Airport Operations	+		

Buy Now \$149

Buy Now \$67

Available 8/13/18

We'll Even Help You Submit Your Knowledge Test to the FAA to Earn Your Certificate

In This Course You'll Also Learn

How to Log UAS Flight Time

How to Log UAS Maintenance Time

What the FAA Expects from 107 Operators

Buy Now \$149



About Your Webinar Presenter (excerpt from [Wikipedia](#))

Jason Schappert is a pilot and author of 8 best selling aviation flight training books. He is a CFII and ATP rated. Jason was named AOPA's Top Collegiate Flight Instructor in 2008 and Outstanding Flight Instructor of the year in 2014 & 2015. He is also the producer of an innovative online piloting school, known as MzeroA.com's Online Ground School. As a flight instructor with over 8,000 hours of dual given (instruction given time).

Schappert began flying at age 12, and did his first solo flight at 16. He subsequently became a flight instructor, and earned all the ratings up to ATP, including private pilot certificate, instrument rating, and Commercial Pilot Certificate. Schappert currently flies a Cessna 172.

Jason was named [National Intercollegiate Flying Association \(NIFA\)](#) Top Collegiate Flight Instructor in 2008 and 2012. In 2009 he created a program called Future Pilots Flight Academy for aviation-minded youth in conjunction with the Discovery Science Center.

He was named [AOPA's](#) Outstanding Flight Instructor of the year in 2014, 2015, 2016 & 2017.

Schappert Produced the Flying Again Movie featuring rusty pilots who have not flown anywhere from 2 to 30 years. This effort was then featured on the TV series [The Aviators](#).

Jason Schappert
President, MzeroA.com

[Home](#) [Resources](#) [Blog](#) [Shop](#) [Student Progress](#) [Partner Login](#)
[Student Log In](#)

Powered by **MzeroA.com**

Ralph Mulvany

From: Samantha Pickett <samantha.pickett@co.ellis.tx.us>
Sent: Monday, September 20, 2021 8:58 AM
To: Ralph Mulvany
Subject: FW: FAA 107 Course

Ralph,

Can you write up a line item transfer to add \$149 to the training line item? We can take it from fuel.

Thanks,
Samantha Pickett
Emergency Management Coordinator
Ellis County Emergency Management
The Historic Courthouse
101 W. Main St., Ste B105 Waxahachie, TX 75165
Office- (972)825-5199
Cell- (469)285-3663
Fax- (972) 825-5551
Samantha.Pickett@co.ellis.tx.us

-----Original Message-----

From: Brian Davis <brian.davis@co.ellis.tx.us>
Sent: Friday, September 17, 2021 12:51 PM
To: Samantha Pickett <Samantha.Pickett@co.ellis.tx.us>; Ralph Mulvany <ralph.mulvany@co.ellis.tx.us>
Subject: FAA 107 Course

Good afternoon,
Here is the link for the course that Dan took:

> <https://remotepilot101.com/>

The course appears to be \$149 at the moment. Let me know if you need more information.

Thank you,
-B

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



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR FY 2020-21

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the FY 2020-21 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-508100	Auto Tires	\$ 160.00
001-0060-508730	Off Equip Maint Rps	\$ 400.00
	TOTAL:	\$ 560.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0060-506010	Travel Reimb	\$ 240.00
001-0060-508020	Equipment	\$ 120.00
001-0060-508050	Conference	\$ 155.00
001-0060-508060	Dues	\$ 25.00
001-0060-508090	Computer	\$ 20.00
	TOTAL:	\$ 560.00


Signature

09/20/2021
Date

Department of Development
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

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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

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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

SINCE 1926

CARLISLE



GMC



Citizens National Bank Of Texas

047800

1701 West 287 Bypass • P. O. Box 100 • Waxahachie, Texas 75168
Phone (972) 938-8000 • Fax (972) 938-8007
www.carlisle-chevy.com

PAY Two Hundred Fifty Eight Dollars And Sixteen Cents

TO THE ORDER OF

DATE 09/13/2021

AMOUNT \$258.16

ELLIS COUNTY SHERIFF'S DEPT
300 S JACKSON STREET
WAXAHACHIE TX 75165

COPY
Rachelle Pfand

REIMB

⑈047800⑈ ⑆111901629⑆ ⑈020113027⑈

Security features included.

CARLISLE CHEVROLET • BUICK • GMC • CADILLAC

047800

Vendor: 2059932 - ELLIS COUNTY SHERIFF'S DEPT

User: Pansy

Date: 09/13/2021

Ck #47800

<u>Inv Date</u>	<u>Invoice Number</u>	<u>Description</u>
09/13/2021	90458	REIMB
1		

<u>Inv Bal</u>	<u>Disc</u>	<u>Net Pmt</u>
\$258.16	\$0.00	\$258.16
\$258.16	\$0.00	\$258.16

001-0330-406590
Auto Repair Reimbursement
into Misc Revenue
09-21-2021 258.16

Parts Inv# 90041 for
258.16 on 1/19
Ellis County pb 2/17 258.16
ex ch # 301903
Parts issued a credit on
2/24 Inv# 90041 R1
on 2/24
Customer requested a
refund 9/13/2021

DATE	INVOICE	DESCRIPTION	AMOUNT
08/17/2021	293	CONSPCT3-INV#293	17.31
06/25/2021	235	DOD-INV #235 OIL CHANGE 2017 FORD F150 LIC #1358152	44.28
08/27/2021	299	DOD-INV#299	307.66

001-0330-406590
 Misc Revenue
 09-09-2021 369.25

RECEIVED

SEP 09 2021

ELLIS COUNTY TREASURER

ELLIS COUNTY SHERIFF OFFICE-VEHICLE MAINT

04478

TOTAL: \$***369.25

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX



Cheryl Chambers
Ellis County Treasurer

109 South Jackson Street
 Waxahachie, TX 75165
 972-825-5128

First Financial Bank 1113
 101 Northgate Drive
 Waxahachie, TX 75165

Check No: **305124**

Vendor No.	Date	Check No.	Net Amount
04478	09/08/2021	305124	\$***369.25

PAY ***THREE HUNDRED SIXTY NINE DOLLARS AND 25/100

TO THE ORDER OF ELLIS COUNTY SHERIFF OFFICE-VEHICLE MAINT
 300 S. JACKSON WAXAHACHIE, TX 75165

Cheryl Chambers
 Authorized Signature
James Martin CPA
 Authorized Signature



⑈ 305124 ⑈ ⑆ 111301122⑆ 4711007948 ⑈

5326 ELLIS CO SHERIFFS OFFICE 08/31/21 \$20.00
 PROBATIONER CAUSE REC AMT CLAIM NO
 OROPEZA, JILLIANNA ING 2110201C \$20.00 ATTN: DEBRA BROWN

20-13642

001-0330-406590
 Misc Revenue
 09-09-2021 20.00

RECEIVED

SEP 04 2021

ELLIS COUNTY COMMUNITY SUPERVISION

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**ELLIS COUNTY COMMUNITY SUPERVISION
 & CORRECTIONS DEPARTMENT**
 202 CLIFT STREET
 WAXAHACHIE, TX 75165

FIRST FINANCIAL BANK
 866-660-6662

704952
 88-112/1113
 47

CHECK ARMOR

DATE	AMOUNT
08/31/21	\$20.00

RAV*****TWENTY DOLLARS & 0 CTS

TO THE ORDER OF
 ELLIS CO SHERIFFS OFFICE
 300 S. JACKSON ST
 WAXAHACHIE, TEXAS 75165

VALID VALID
 VALID VALID
 VALID VALID

Sonya G. Britton
 AUTHORIZED SIGNATURE

⑈704952⑈ ⑆111301122⑆ ⑆47110083988⑈

CAUSE NO. _____

THE STATE OF TEXAS * IN THE _____
 * DISTRICT COURT
 * ELLIS COUNTY, TEXAS
JILLIANNA INGRID OROPEZA *

MOTION FOR RESTITUTION

TO THE HONORABLE JUDGE OF SAID COURT.

COMES NOW THE STATE OF TEXAS, by and through the undersigned Assistant District Attorney, and moves the Court to include in the terms and conditions of probation for this Defendant to pay the following amounts as restitution and reparation:

Total \$120.00 for forensic analysis of evidence

The above-stated total should be ordered paid as directed by the Court to the following agency:

Ellis County Sheriff's Office
300 South Jackson Street

Waxahachie, TX 75165

Re: Agency Report No. 20-13642

WHEREFORE, the State of Texas requests the Court to Grant this Motion.

Respectfully submitted,

Patrick Wilson
Criminal District Attorney
ELLIS COUNTY, TEXAS

By _____
Assistant District Attorney
State Bar Number _____

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 BUDGET AMENDMENT

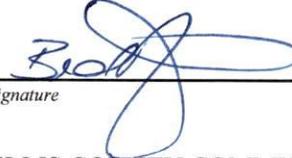
FISCAL YEAR 2020-2021

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will INCREASE/ DECREASE the 2020-2021 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0030-406590	Misc Revenue	\$ 60.15
	TOTAL:	\$ 60.15

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508090	Auto Repair	\$ 60.15
	TOTAL:	\$ 60.15


08/31/2021
010 Sheriff

Signature
Date
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT 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: 



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-5127

Official Receipt
Receipt Number: R2021-02040
Receipt Date 08/30/2021

Received From: ELLIS COUNTY SHERIFF

Comments: 8/30/2021 ECSO MISC REVENUE

COPY

Description	Account #	Amount
ECSO		\$60.15
MISC REVENUE	001-0330-406590	60.15

Check 304946	\$60.15	Total Amount	\$60.15
		Total paid	\$60.15
		Change	\$0.00

Issued By: LHartley  **Batch:** B08302021-00167

DATE	INVOICE	DESCRIPTION	AMOUNT
08/04/2021	283	DOD-INV #283 OIL CHANGE 2017 FORD F-150 LIC #1358155	60.15

RECEIVED

AUG 30 2021

ELLIS COUNTY TREASURER

001-0330-406590
Misc Revenue
08-30-2021 60.15

ELLIS COUNTY SHERIFF OFFICE-VEHICLE MAINT

04478

TOTAL:

\$\$\$60.15

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX.



Cheryl Chambers
Ellis County Treasurer

109 South Jackson Street
Waxahachie, TX 75165
972-825-5128

First Financial Bank 1113
101 Northgate Drive
Waxahachie, TX 75165

Check No: 304946

Vendor No.	Date	Check No.	Net Amount
04478	08/25/2021	304946	\$\$\$60.15

PAY ***SIXTY DOLLARS AND 15/100

TO THE
ORDER
OF

ELLIS COUNTY SHERIFF OFFICE-VEHICLE
MAINT
300 S. JACKSON
WAXAHACHIE, TX 75165

Cheryl Chambers
Authorized Signature

Jane's M. Martin CPA
Authorized Signature



⑈304946⑈ ⑆111301122⑆ 47110079481⑈

ELLIS CO SHERIFFS OFFICE

300 S Jackson ST
 Waxahachie, TX. 75165
 Phone: 972-825-4972 Fax: 000- -

INVOICE

283

Org. Est. # 000288

INVOICE

Date: 08/04/2021

Ellis Co Development

2017 Ford - F-150 XLT - 3.5L, V6 (213CI) VIN(8)
 Lic # : 1358155 Odometer In : 61784
 Unit # : Sammy Baxter
 VIN # : 1FTEX1E80 HKC48027

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
Full-syn eng oil 9003D	6.00	5.58	33.48	Syn oil change Change engine oil and filter, check over, top off fluids.	n/c
Air filter FIL 9883	1.00	15.87	15.87		
Oil filter Wix 57502XP	1.00	8.50	8.50		
Washer fluid WF	1.00	2.30	2.30		

Org. Estimate 60.15 Revisions 0.00 Current Estimate 60.15

Labor:	0.00
Parts:	60.15
SubTotal:	60.15
Tax:	0.00
Total:	60.15
Bal Due:	\$60.15

[Payments :]
 Vehicle Received 8/4/2021

Customer Number : 4

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature *Samuel B...*

Date 08-04-21

Email Address: roger.huseman@co.ellis.tx.us

COMMISSIONERS COURT AGENDA REQUEST

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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 AMENDMENT

FISCAL YEAR 2020-2021

****Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.****

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will INCREASE/ DECREASE the 2020-2021 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
	TOTAL:	\$ 307.81

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508240	Collision Repair	\$ 307.81
	TOTAL:	\$ 307.81


08/30/2021
010 Sheriff

Signature *Date* *Department*

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT 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: 



Ellis County Treasurer
 Cheryl Chambers
 101 W. Main Street, Suite 203
 Waxahachie TX 75165
 Phone: (972) 825-5127

Official Receipt
Receipt Number: R2021-01996
Receipt Date 08/25/2021

Received From: SEDGWICK CLAIMS MANAGEMENT/ARGONAUT INSURANCE
Comments: 8/17/2021 2013 TAHOE CLAIM: TNT-0164345-I-1

CC COPY

Description	Account #	Amount
DEPOSIT TOTAL		\$307.81
INSURANCE REIMB	001-0010-406590	307.81

Check	\$307.81	Total Amount	\$307.81
125352562		Total paid	\$307.81
		Change	\$0.00

Issued By: LHartley  **Batch:** B08252021-00163

Sedgwick Claims Management Services, Inc
 PO Box 14512
 Lexington, KY 40512



ELLIS COUNTY
 101 W. MAIN
 SUITE 102
 WAXAHACHIE TX 75165

DATE	CHECK AMOUNT	CHECK NUMBER
08/17/2021	307.81	125352562
PAYEE	TAX ID	
ELLIS COUNTY	None	
SCMS UNIT	PAGE	
660 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
ELLIS COUNTY	03/25/2021	TNT-0164345-1-1
Amt Paid: 307.81	Description: Miscellaneous CL/Other	
Dates: 08/16/2021 - 08/16/2021	Comment: 2013 Chev Tahoe Coll Dmg Less Ded of \$2500	

001-0010-406590

RECEIVED

AUG 25 2021

ELLIS COUNTY TREASURER

SWK RM, SDM, OO, NP



THE FACE OF THIS CHECK IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK. SEE BACK FOR DETAILS

Sedgwick as agent for Argonaut Insurance
 Argonaut Great Central Insurance Company

ORIGIN Wells Fargo Bank, N.A.
 6609545

VOID AFTER 60 DAYS

DATE: 08/17/2021

125352562

62-22
 311

PAY: *****THREE HUNDRED SEVEN AND 81/100 DOLLARS

\$307.81

PAY TO THE ORDER OF ELLIS COUNTY

Debra Sawenport

[Signature]

Argonaut Insurance Company Principal
 Sedgwick Claims Management Services, Inc. Agent By

114673956

⑈ 125352562⑈ ⑆03⑆ ⑆00225⑆ 2079950059703⑈

RAINBOW PAINT AND BODY, INC.

"We Make Friends By Accident"

324 Moreview Street
Red Oak, Texas 75154
Phone: (972)617-8111
Fax: (972)617-1137
e-mail: Rainbow324@sbcglobal.net



Bill To:

ELLIS COUNTY SHERIFF
UNMARKED
DAVID GARDNER
972-877-2692

INVOICE

Invoice No: 7444
Date: 6/22/2021
Terms: Net 00
Due Date: 6/22/2021
Claim Number:

Code	Description	Qty/Hours	Rate	Amount
RR	FRONT BUMPER COVER, RIGHT FRONT HEADLAMP ASSEMBLY, RIGHT FRONT FENDER, RIGHT FRONT DOOR OUTSIDE HANDLE, LEFT REAR DOOR OUTSIDE HANDLE	1.00	\$0.00	\$0.00
	PAINT BASE COAT CLEAR COAT	1.00	\$2,913.31	\$2,913.31
	TOTAL			

PO#21-001117
001-0010-50 8240
Approved By: BJ
Date: 8-13-2021
2,913.31

Pd 8/25/21
CK 304994

No Wax or Clear Coat Protectant On Fresh Paint For 90 Days

Thank You For Your Business and Have A Blessed Day!

Subtotal	\$2,913.31
Tax (0.00%)	\$0.00
Shipping	\$0.00
Total	\$2,913.31
Deposit	\$0.00
Balance Due	\$2,913.31

NAME	UNIT #	YEAR	VEHICLE	VIN #	LP #
David Gardner	316	2013	Chevy Tahoe White	1GNSCAE05DR162889	BWR 0985

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: September 20, 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: **September 28, 2021**

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

Discussion and action to approve the renewal agreement with Hibbs-Hallmark for the comprehensive insurance for Ellis County. Renewal term is from October 1, 2021 through September 30, 2022.

*
County Attorney Approval

Ellis County Premium Summary

Trident - TX Association of Political Subdivisions		
Hibbs-Hallmark & Company		
10-1-2021 / 10-1-2022		
Property	\$127,296	\$120,092,756
		\$5,000 Deduct
		\$10,000 Wind/Hail Ded
		(Value incr \$5,854,066)
General Liability	\$14,118	100/300/100
Deductible		\$0
Empl Benefits	Included	Limit \$300,000 ; Deduct \$1,000
Auto Liability	\$69,290	100/300/100
Deductible		\$2,500
# units		381 (as of 9/10/21)
		(incr of 8 units)
Auto Phys Dmg	\$56,705	\$9,792,381
Deductible		\$2,500
		(Incr of \$1,684,509)
Inland Marine	\$10,297	Scheduled Equipment
Deductible		\$1,000
Total Value \$		\$11,676,322
		(Incr of \$495,313)
Law Enforcement	\$139,175	1,000,000/2,000,000
Deductible		\$10,000
Occurrence Form		
Public Officials	\$42,821	1,000,000/3,000,000
Deductible		\$10,000
Employment Practices Liability	Incl	1,000,000/2,000,000
Deductible		\$15,000
Excess Liability	\$22,749	\$1,000,000 agg each
		Law, P Officials, EPLI
Crime & Cyber Coverage	\$2,295	(60 dayextension on current Pol)
Package		Crime Deduct \$5,000; Cyber \$10,00
Total	\$484,746	
Estimate for Cyber/Crime	\$21,000	Remainder of year
	\$505,746	

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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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: 09/22/2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y N) *Pending*

NAME: Terri Klein

PHONE: 972-825-5289 FAX: 972-875-8437

DEPARTMENT OR ASSOCIATION: Indigent Health Care

ADDRESS: 207 S. Sonoma Trail Ennis TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: September 28, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
For the County Judge to sign a contract between Ellis County and Hope Clinic for the delivery of health care services for the Indigent. This is effective as of October 01, 2021 through September 30, 2022. Ellis County Indigent Care Corporation, a Texas non profit corporation, County of Ellis, a political subdivision of the State of Texas and Ellis County Coalition for Health options, Hope Clinic, a Texas non profit corporation.

*

County Attorney Approval

Exhibit “A”
Contract Addendum – Ellis County, Texas & City of Ferris, Texas

This addendum is made part of the Agreement between MDLab, LLC, the City of Ferris, Texas (“City”) and Ellis County, Texas (“County”).

1. Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees: (1) do not boycott **Israel**; and (2) will not boycott Israel during the term of this Agreement. Tex. Gov’t. Code 2270.002.
2. Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with **Iran, Sudan**, or any company identified on the list referenced in Section 2252.152, Texas Government Code. Tex. Gov’t. Code 2252.152.
3. MDLab, LLC verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, MDLab, LLC shall promptly notify City and County.
4. MDLab, LLC represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, MDLab, LLC shall promptly notify City and County.
5. Funds for payment of this contract have been provided through the **County budget approved by Commissioners Court for this fiscal year only**. State of Texas law prohibits the obligations and expenditures of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving MDLab, LLC written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies MDLab, LLC in writing of such failure to fund and termination. Ellis County shall pay MDLab, LLC for work completed up to that date. There shall be no recourse for MDLab, LLC as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.
6. This Agreement will be governed by and construed according to the laws of the State of Texas. **Venue** for any action or claim arising out of the Agreement shall be Ellis County, Texas. Tex. Civ. Prac. & Rem. Code § 15.015.

7. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the “**Open Records Act**”), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that City and County, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to City and County whether or not the same are available to the public. It is further understood that City and County, their officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that City and County, their officers and employees shall have no liability or obligations to MDLab, LLC for the disclosure to the public, or to any person or persons, of any data, or a part thereof, or other items or data furnished to City and County by MDLab, LLC in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
8. **Limitations** for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
9. It is understood and agreed that City and County will not be subject to **arbitration**; therefore, clauses related to Arbitration are hereby deleted.
10. The parties agree that under the Constitution and laws of the State of Texas, Ellis County cannot enter into an Agreement whereby Ellis County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to **indemnifying**, holding or saving harmless for any reason whatsoever are hereby deleted. Tex. Const. Article XI § 7. Tex. Att’y Gen. Op. DM-467. Tex. Att’y Gen. Op. GA-0176.
11. City and County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the **Texas Tort Claims Act**.
12. MDLab, LLC shall not assign this Agreement unless MDLab, LLC receives the prior written consent of City and County. Any **assignment** of this Agreement by MDLab, LLC shall be made subject to all the rights and interests of City and County.
13. **Payment for goods and services** under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.
14. The relationship between the Parties is solely that of **independent contractors** and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.
15. In no event, shall any payment made by City and County or any act or omission of City and County constitute or be construed in any way **to be a waiver by City and County** of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to City and County to enforce its rights, as such rights, powers, privileges and remedies are specifically

preserved. No employee or agent of City and County may waive the effect of this provision.

16. This Agreement is expressly made subject to City and County's **Sovereign Immunity**, Title 5, Texas Civil Practice and Remedies Code. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Ellis County, Texas.
17. This Agreement is expressly subject to and contingent upon formal approval by the Ellis County Commissioners Court and the City Council of Ferris, Texas.
18. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

Exhibit “B”
REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements
For Federal Awards

- 1. Equal Employment Opportunity.** PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Selection Standards.** PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PERFORMING PARTY agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** PERFORMING PARTY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions,” which is included as Attachment B of this agreement.
- 7. Restrictions on Lobbying.** PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF FERRIS, TEXAS AND MDLAB, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into to be effective as of the latest signature date to this Agreement (the “Effective Date”), by and between the City of Ferris, Texas, a Texas municipality (“FERRIS”), ~~the County of Ellis, Texas, a political subdivision of the state of Texas (“COUNTY”)~~, and MDLAB, LLC, a Limited Liability Company (“MDLAB”). ~~MDLAB, and FERRIS, and COUNTY are sometimes~~ referred to herein ~~as a “Party” or~~ collectively as the “Parties”.

RECITALS

A. ~~FERRIS and COUNTY is~~ are both local governmental entities, Texas municipality, which ~~has~~ have an interest in promoting the health of ~~the~~ residents ~~of its~~ in their community by providing or arranging to provide certain health care services.

B. ~~FERRIS and COUNTY desires~~ to contract with MDLAB to provide well trained, experienced, and skilled professionals to provide services to ~~its~~ their residents to include operating and staffing a Monoclonal Antibody Infusion Clinic (“Clinic”) for the provision of monoclonal antibody infusion services, as more specifically described in this Agreement.

C. MDLAB is a limited liability company that contracts with physicians (collectively referred to herein as “Physicians” and individually as a “Physician”), employs or contracts with advanced practice providers to provide care in the Clinic (collectively referred to herein as “APPs” and individually as an “APP”) as well as Registered Nurses (“RN”s), Paramedics and Certified Medical Assistants.

D. MDLAB desires to contract with FERRIS and COUNTY to provide the operations and staffing of a Monoclonal Antibody Infusion Clinic, along with treatment. Professional Services/Staff in the Clinic will include but not limited to Physicians, APPs, RNs and Paramedics, Medical Assistants.

E. FERRIS and COUNTY desire to provide Monoclonal Antibody Infusion treatment for the community and MDLAB desires to provide this treatment as a part of operation of the Clinic.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and the mutual covenants and conditions hereinafter expressed, the parties hereby agree, as follows:

1. PROFESSIONAL SERVICES

1.1 Engagement. FERRIS and COUNTY hereby engages MDLAB to make available Physicians, APPs, RNs, Paramedics, and Certified Medical Assistants (collectively, “Professionals”) to provide Professional Services (defined below) at the Clinic, and MDLAB hereby accepts such appointment and engagement, all subject to the terms and conditions of this Agreement.

1.2 Professional Services. When providing Professional Services under this Agreement, MDLAB's Professionals shall: (a) render Professional Services to patients of the Clinic in accordance with his/her training and experience and in a manner consistent with generally accepted medical community standards and sound medical judgment; and (b) render prompt and continuous Professional Services in a professional manner to patients of the Clinic; (c) be attentive to patient needs, and other aspects of courtesy, compassion and sound medical care. MDLAB hereby commits to provide a sufficient number of Professionals at the Clinic to perform the Professional Services at the Clinic at a mutually agreeable schedule as defined below.

1.3 MDLAB agrees to complete FEMA ICS Form 214(s) for all of its employees and equipment. FEMA ICS Form 214(s) shall be submitted every thirty (30) days directly to the PARTIES pursuant to Section 10 of this Agreement.

1.34 Schedule. The Physicians shall supervise non-Physician Professionals in an offsite capacity and APPs, RNs, and Paramedics provided by MDLAB shall be physically present at the Clinic to provide Professional Services at the Clinic.

The Parties agree that the scheduled days and hours shall be **Monday through Friday from 8:30 a.m. through 4:30 p.m.** or as mutually agreed upon by ~~MDLAB and FERRIS~~ the PARTIES in writing. The parties further agree that MDLAB maintains the right to establish coverage and/or work schedules, compensation, and operating procedures for persons which MDLAB contracts with to provide services under this Agreement and that the provision of a schedule to FERRIS and/or COUNTY is not done so to convey any right of FERRIS and/or COUNTY to control the methods, means or manner by which MDLAB and any specific Professional provides any Professional Services or medical care.

2. MONOCLONAL ANTIBODY TREATMENT

2.1 Engagement. FERRIS and COUNTY hereby engage MDLAB to make available Monoclonal Antibody Infusion Treatments at the Clinic, and MDLAB hereby accepts such appointment and engagement, all subject to the terms and conditions of this Agreement.

2.2 Minimum Treatment Requirement. MDLAB represents that it will provide Monoclonal Antibody Infusion Treatments to at least forty (40) individuals per day of operation. In the event that the number of individuals receiving treatment falls below forty (40) individuals per day for a period of two (2) consecutive days, due to any reason beyond reduced demand, MDLAB agrees to reimburse FERRIS and COUNTY for the daily operation costs that failed to meet the minimum treatment requirement.

2.3 State or Federally Allocated Treatments. MDLAB represents that it will only provide Monoclonal Antibody Infusion Treatments allocated for FERRIS and COUNTY to the Clinic.

23. REPRESENTATIONS AND CERTAIN COVENANTS OF MDLAB

23.1 Licensure and Certification. MDLAB represents that: (a) each Physician is, and during the term of this Agreement shall remain, (i) duly licensed, registered, and in good standing under the laws of the State of Texas to engage in the unrestricted practice of medicine; and (ii) currently qualified to conduct Professional Services and supervision of Professionals as may be appropriate and (b) each APP is, and during the term of this Agreement shall remain, (i) as required for the type of APP in question, duly licensed, registered, and in good standing under the laws of the State of Texas to engage in providing the type of mid-level services the APP is engaged to provide; and (ii) currently qualified to conduct those procedures which an APP of the type in question is customarily expected to perform. In addition, MDLAB represents that each RN, Paramedic, and Medical Assistant has a license (as applicable) in good standing and meets all qualifications to provide Professional Services at the Clinic. MDLAB represents that for each

Professional providing Professional Services hereunder his/her license to practice medicine in the State of Texas or in any other jurisdiction has never been denied, terminated, suspended, probated, revoked, voluntarily relinquished under threat of or subject to disciplinary action, or restricted in any way. MDLAB further represents that no Professional has been subject to disciplinary or corrective action by any hospital or licensing agency.

3.2 Compliance with Law. MDLAB represents that each Professional shall provide the Professional Services in accordance with all applicable provisions of law and other rules and regulations of any governmental authority relating to the activities contemplated by this Agreement.

3.3 Professional and General Liability Insurance. During the term of this Agreement, MDLAB shall maintain professional liability insurance issued by an insurer acceptable to FERRIS covering MDLAB and each Professional against all claims arising out of the performance of services constituting the practice of medicine, including the performance of Professional Services under this Agreement ("Malpractice Insurance"). Malpractice Insurance for MDLAB and each Professional shall be in amounts of coverage agreed to by the Parties in writing.

~~**3. EXCLUSIVITY.**~~

~~As long as this Agreement remains in effect and MDLAB is not in default of any obligation or duty hereunder, FERRIS and MDLAB agree that only MDLAB and its Professionals shall be entitled to provide Professional Service at Clinic as described in this Agreement.~~

4. FERRIS AND COUNTY² OBLIGATIONS.

4.1 Location of Services. FERRIS shall provide a suitable physical location at its own expense in order for MDLAB to provide Professional Services.

4.2 Compensation.

~~(a) Billing. As compensation for the Professional Services under this Agreement, MDLAB shall independently bill and collect for all such Professional Services, and receipts from billing shall be the exclusive property of MDLAB.~~

Subsidy. FERRIS and COUNTY shall pay a subsidy of \$180,000 per month during the first sixty (60) days of the Agreement. Such payment shall be made in two equal payments of \$180,000 each ~~(or \$90,000 per governmental entity)~~. The first payment shall be due no later than three (3) days following the first day Services are provided under this Agreement. The second payment shall be due no later than five (5) days following the commencement of the fifth (5th) week of Services. The ~~Parties~~ PARTIES agree to negotiate in good faith for an appropriate subsidy payment for any applicable Renewal Terms prior to any Renewal Term(s) taking effect. ~~Increases to the subsidy payment shall require consent of all PARTIES.~~

4.3 Claw-Back.

~~In consideration of the grant of the subsidy (via state or federal relief funds), MDLAB agrees that FERRIS and COUNTY shall have the right to require MDLAB to repay the amount of subsidy received in the event that the terms of this Agreement are materially breached.~~

5. MEDICAL RECORDS, OWNERSHIP OF/ACCESS TO BOOKS AND RECORDS.

5.1 Medical Records. MDLAB agrees that each Professional shall have responsibility for the creation and maintenance of any medical records created pursuant to Professional Services and such information remains the property of MDLAB, and it shall be MDLAB's responsibility to ensure that such

information is stored and maintained in accordance with all state and federal laws related to patient information including the federal privacy, security and transaction standards adopted in accordance with HIPAA.

5.2 Notice. If any Party receives a request or demand to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, such Party shall immediately (within two (2) business days after receipt of such request or demand) notify the other Party in writing of the nature and scope of such request or demand. Each Party shall make available to the other Party, upon written request, and within a reasonable time period, all such books, documents or records.

5.3 Auditing. MDLab, LLC shall maintain full, complete records and accounting of the operating and staffing costs, including electronic receipts. Said records and accounting shall be available for inspection by the PARTIES at all reasonable times. Monthly financial reports shall be submitted to the PARTIES by MDLab, LLC on or before the 15th of each month. The PARTIES reserve the right to audit and inspect all financials.

6. DISPUTE RESOLUTION.

The Parties agree that any and all controversies between MDLAB (or its Professionals) and FERRIS or COUNTY concerning (i) the rights, claims and obligations arising out of or relating to this Agreement, or (ii) the performance, interpretation or application of this Agreement shall be submitted to mediation between the Parties prior to any legal action being taken by the Parties. The Parties agree that prior to submitting any dispute to mediation, the MDLAB president or his designee ~~and~~ the FERRIS city manager, and the COUNTY Judge or his or her designee shall meet to discuss the issue and attempt to resolve it. Such meeting shall take place within ~~thirty-fourteen (1430)~~ days of either Party notifying the other Party in writing of an issue requiring mediation under this Agreement. In the event the dispute is not resolved within ~~60~~14 days after the meeting of said parties, ~~either any~~ Party may pursue any legal remedies available to them to resolve the dispute including, but not limited to, bringing suit.

7. TERM AND TERMINATION.

7.1 Term; Renewal. The original term of this Agreement shall commence on the Effective Date and shall continue for two (2) months (the "Original Term") unless terminated earlier in accordance with the provisions of this Agreement. At the end of the Original Term and each Renewal Term thereafter, and unless a party has given fourteen (14) days' notice of intent not to renew, this Agreement shall be automatically renewed for successive terms of thirty (30) days each (each a "Renewal Term") under the same terms and conditions unless terminated earlier in accordance with the provisions of this Agreement.

7.2 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of the Parties.

7.3 Optional Termination. After the conclusion of the Original Term, this Agreement may be terminated at any time by either Party without cause by giving the other Party ~~thirty-fourteen (1430)~~ days' prior written notice.

7.4 Termination for Breach. Either Party may terminate this Agreement for breach of any material term or condition of this Agreement by the other Party ("Breaching Party") by giving the Breaching Party ~~thirty-fourteen (1430)~~ days prior written notice of the breach and intent to terminate. The notice of breach under this Section shall specify with reasonable particularity the nature and extent of the material breach for which complaint has been made. If the breach is not cured by the end of notice period, this Agreement shall terminate as of the date specified in the notice.

7.5 Immediate Termination by FERRIS or COUNTY. Notwithstanding any other provision of this Agreement to the contrary, FERRIS or COUNTY shall have the right, in ~~its~~~~their~~ sole discretion, to terminate this Agreement, in whole or as to an affected Professional immediately upon written notice to MDLAB as follows:

7.5.1 as to a Professional, any termination, suspension, probation, limitation, revocation or lapse of that Professional's, as applicable license to practice in the State of Texas;

7.5.2 as to a Professional, conviction of felony or any offense concerning fraud or dishonesty;

7.5.3 as to a Professional, that Professional's ceasing to be affiliated with MDLAB;

7.5.4 as to MDLAB, any termination, suspension, probation, limitation, revocation or lapse of MDLAB's certification to continue operating as a business legally authorized to provide physician services;

7.5.5 as to MDLAB, if there is any change in control of MDLAB, or any subsequent transfer of this contract from MDLAB by merger, acquisition, consolidation, or dissolution. However, MDLAB may request FERRIS and COUNTY to consent to assignment of this Agreement as a result of merger or consolidation with another legally formed entity capable of carrying on the business of MDLAB and such request will not be unreasonably withheld or denied and in such case, such merger or consolidation will not be grounds for immediate termination by FERRIS and COUNTY;

7.5.6 as to MDLAB, if Section 2.2's Minimum Treatment Requirements are not met.

7.6 Immediate termination by MDLAB. Notwithstanding any other provision of this Agreement to the contrary, MDLAB shall have the right, in its sole discretion, to terminate this Agreement, upon written notice to FERRIS and COUNTY as follows:

7.6.1 FERRIS or COUNTY's inability to provide physical space for MDLAB to provide Professional Services;

7.6.2 FERRIS or COUNTY's failure to make subsidy payment(s) pursuant to Section 4.2(b).

7.7 Post-Termination Obligations. The termination of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination, and the following provisions of this Agreement shall survive and continue in full force and effect after the expiration of the Original Term, any Renewal Term, or the termination of this Agreement: Sections 4.2, 5.2, 6, 7.7, 11.9, & 11.10, ~~11.11, & 11.12.~~

7.8 Legal Compliance. If there is a change in any law, regulation or rule, state or federal, which affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either Party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that Party's business operations or its rights or obligations under this Agreement, then the Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement, and to take any action necessary to maintain compliance with such laws, rules or regulations. If the Parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of ~~forty five~~~~fourteen~~ (14~~5~~) days after the date of the

notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either Party may immediately terminate this Agreement by written notice to the other Party.

8. Intentionally Left Blank.

9. RELATIONSHIP OF THE PARTIES.

9.1 General. In the performance of services under this Agreement, expressly including in the private practice of medicine by each Professional, it is mutually understood and agreed that MDLAB and Professionals are, and at all times shall be, independent contractors and not agents or employees of FERRIS, COUNTY, or MDLAB. Neither FERRIS, COUNTY, nor MDLAB shall have the right exercise any control or direction over the medical judgment of any Professional nor over the methods or manner by which any Professional performs Professional Services under this Agreement or engages in the practice of medicine. Nothing herein is intended nor shall be construed as giving that degree of control or direction on the part of FERRIS or COUNTY that creates an employer-employee, joint venture, joint enterprise or landlord/tenant relationship between FERRIS, COUNTY, and MDLAB (or between FERRIS/COUNTY and any Professional) with respect to Professional Services. - It is expressly agreed that neither MDLAB nor any Professional will for any purpose be deemed to be an ostensible or apparent agent or servant of FERRIS, or COUNTY, or MDLAB nor shall FERRIS or, COUNTY MDLAB and any Professional share in any pecuniary or community interest related to the provision of Professional Services. All Professionals shall perform any services constituting the practice of medicine free of any direction or control by FERRIS, COUNTY, or MDLAB, but in a manner consistent with generally accepted medical community standards. FERRIS and COUNTY will not be responsible to pay any Professionals for any services provided by Professionals under this Agreement. ~~The Parties~~MDLAB agrees to take any and all action as may be reasonably requested ~~by either of them~~and/or required by law to inform the public, patients, and others utilizing the Clinic of the independent contractor nature of their relationship with Professionals.

10. NOTICES.

Notices or communications to be given under this Agreement shall be provided to the appropriate party in writing either by personal delivery, overnight delivery service or registered or certified mail, postage prepaid, as follows:

To FERRIS:

City of Ferris
100 Town Plaza
Ferris, Texas 75125
Attn: Brooks Williams,
City Manager

To MDLAB:

MDLAB, LLC
2931 Ridge Road, Suite 101
Rockwall, Texas 75032
Attn: Dirk Perritt, President

To COUNTY:

Ellis County, Texas
101 W. Main St.
Waxahachie, Texas 75165
Attn: Todd Little,
County Judge

Or at such other addresses and to such other persons as either Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by regular, registered or certified mail, postage prepaid, or one (1) business day after delivery if by an overnight delivery service.

11. GENERAL PROVISIONS.

11.1 Entire Agreement; Representation; Construction. This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto. By executing this Agreement, the Parties acknowledge that they have been represented by independent counsel, and have had the opportunity to review and consider its terms and that such terms shall not be construed more favorably toward either Party. The language of this Agreement shall be construed as a whole according to its fair and common meaning. The various titles of the sections herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph, or subparagraph of this Agreement.

11.2 Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

11.3 Further Acts. The Parties each agree to cooperate fully with the other Party to take such further action and execute such other documents or instruments as necessary or appropriate to implement this Agreement.

11.4 Amendments. This Agreement may be amended only by a written instrument signed by FERRIS, COUNTY, and MDLAB.

11.5 Assignment. ~~Neither~~ No Party may assign or delegate its rights, duties and obligations under this Agreement to any other person or legal entity without the written permission of ~~the all other~~ Parties.

11.6 Representations and Warranties. Each Party acknowledges that the other ~~is-s~~ are relying on representations and warranties contained in this Agreement in entering into this Agreement and the transactions contemplated hereby.

11.7 Severability. If any term or provision of this Agreement is held illegal, invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the parties shall use their best efforts to add

as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

11.8 Waiver. Waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.

11.9 Governing Law; Venue. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law's provisions. The Parties hereto expressly agree that this Agreement is executed and shall be performed in Dallas-Ellis County, Texas and venue of all disputes, claims and lawsuits arising hereunder shall lie in Dallas-Ellis County, Texas.

11.10 Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have.

~~11.11 Attorneys' Fees. If either Party brings an action against the other to enforce any condition or covenant of this Agreement, each party shall pay its own court costs and reasonable attorneys' fees incurred in such action.~~

~~11.12 Confidentiality of Agreement. Each Party shall keep this Agreement and its contents confidential and not disclose this Agreement or its contents to any third party other than its/his/her legal and financial advisors, or otherwise as required by law, without the prior written consent of the other Party.~~

11.131 Corporate Practice of Medicine. Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) aid FERRIS, ~~or COUNTY~~, or any other entity to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangement in violation of the Texas Medical Practice Act.

11.142 Fraud and Abuse Law and Texas Health & Safety Code. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Stark law, the Medicare and Medicaid Anti-Fraud and Abuse law and the Texas Health & Safety Code Illegal Remuneration law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse law or Texas Health & Safety Code Illegal Remuneration law provisions.

11.153 Warranty of Services. MDLAB represents to FERRIS and COUNTY that all services provided pursuant to this Agreement will comply with applicable laws.

12. AGREEMENT DOCUMENTS.

12.1 By this reference, the following exhibits are attached hereto and made a part of this AGREEMENT.

Exhibit "A": Standard Contract Addendum

Exhibit "B": Required 2 CFR 200 Clauses

[Signature Page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FERRIS

CITY OF FERRIS

MDLAB

MDLAB, LLC

By: _____
Brooks Williams,
City Manager

By: _____
Dirk Perritt, MD
President

COUNTY
Ellis County, Texas

By: _____
Todd Little
County Judge

