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# 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 2<sup>nd</sup> 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: October 13, 2021 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Krystal Valdez

PHONE: 972-825-5070 FAX: 972-825-5075

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 10.19.21

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

1. Approval of Commissioners Court Regular Meeting Minutes from September 28, 2021 and October 5, 2021.

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\* \_\_\_\_\_  
County Attorney Approval



ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – SEPTEMBER 28, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, SEPTEMBER 28, 2021, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> 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

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. – *PAUL PERRY, COMMISSIONER, PRECINCT #3*

**PROCLAMATION**

AA PRESENTATION AND READING OF A PROCLAMATION, RECOGNIZING OCTOBER 3<sup>RD</sup> THROUGH OCTOBER 10<sup>TH</sup> AS COUNTY-WIDE WEEK OF PRAYER IN ELLIS COUNTY. – *TODD LITTLE, COUNTY JUDGE*

AB PRESENTATION AND READING OF A PROCLAMATION, RECOGNIZING OCTOBER 3<sup>RD</sup> THROUGH OCTOBER 10<sup>TH</sup> AS FIRE PREVENTION WEEK IN ELLIS COUNTY, TEXAS. – *TIM BIRDWELL, FIRE MARSHAL*

**CONSENT AGENDA:**

**MINUTE ORDER 441.21** APPROVING CONSENT AGENDA

**ADMINISTRATIVE:**

A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, COUNTY TREASURER*

*Ellis County Commissioner's Court Minutes – September 28, 2021*

- A2 APPROVING REGULAR MEETING MINUTES FROM SEPTEMBER 14, 2021. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3 APPROVING OF PROPERTY TAX REFUNDS IN THE AMOUNT OF \$4,743.90 BY THE ELLIS COUNTY TAX ASSESSOR/COLLECTOR. – *RICHARD ROZIER, COUNTY TAX ASSESSOR-COLLECTOR*

**FINANCIAL:**

- F1 **FY2020-21 LINE ITEM TRANSFER** – *JANA ONYON, ELECTIONS ADMINISTRATOR*  
DECREASE 001-0210-509420 ELECTION EXPENSES BY \$1,800.00;  
INCREASE 001-0210-509420 AUTO GAS/OIL BY \$200.00;  
INCREASE 001-0210-508230 LEGAL NOTICES BY \$1,600.00.
- F2 **FY2020-21 LINE ITEM TRANSFER** – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*  
DECREASE 001-0430-508080 AUTO GAS BY \$149.00;  
INCREASE 001-0430-508350 TRAINING BY \$149.00.
- F3 **FY2020-21 LINE ITEM TRANSFER** – *ALBERTO MARES, DEPARTMENT OF DEVELOPMENT*  
DECREASE 001-0060-508100 AUTO TIRES BY \$160.00;  
DECREASE 001-0060-508730 MAIN OFC/RPRS BY \$400.00;  
INCREASE 001-0060-506010 TRAVEL REIMB. BY \$240.00;  
INCREASE 001-0060-508020 EQUIPMENT BY \$120.00;  
INCREASE 001-0060-508050 CONFERENCE BY \$155.00;  
INCREASE 001-0060-508060 DUES BY \$25.00;  
INCREASE 001-0060-508090 COMPUTER BY \$20.00.
- F4 **FY2020-21 LINE ITEM TRANSFER** – *HONORABLE JIM CHAPMAN, COUNTY COURT AT LAW #1*  
DECREASE 001-0380-508320 VISITING JUDGE BY \$1,607.61;  
INCREASE 001-0380-507030 TELEPHONE BY \$407.61;  
INCREASE 001-0380-508010 SUPPLIES BY \$1,200.00.
- F5 **FY2020-21 BUDGET AMENDMENT** – *BRAD NORMAN, COUNTY SHERIFF*  
INCREASE 001-0010-508090 AUTO REPAIRS BY \$627.41  
INCREASE 001-0010-508340 CRIME SCENE BY \$20.00
- F6 **FY2020-21 BUDGET AMENDMENT** – *BRAD NORMAN, COUNTY SHERIFF*  
INCREASE 001-0010-508090 AUTO REPAIRS BY \$60.15
- F7 **FY2020-21 BUDGET AMENDMENT** – *BRAD NORMAN, COUNTY SHERIFF*  
INCREASE 001-0010-508240 COLLISION REPAIR BY \$307.81

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

## PURCHASING

**MINUTE ORDER 442.21** (2.1) AUTHORIZING AND APPROVING THE RENEWAL AGREEMENT WITH HIBBS-HALLMARK FOR THE COMPREHENSIVE INSURANCE FOR ELLIS COUNTY. RENEWAL TERM IS FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.

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

## ADMINISTRATIVE

**MINUTE ORDER 443.21** (3.1) APPROVING THE COUNTY JUDGE TO SIGN A CONTRACT BETWEEN ELLIS COUNTY AND HOPE CLINIC FOR THE DELIVERY OF HEALTH CARE SERVICES FOR THE INDIGENT. EFFECTIVE OCTOBER 1, 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. – *TERRI KLEIN, INDIGENT HEALTH CARE*

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

### To 3.3

**MINUTE ORDER 444.21** (3.3) APPROVING TO SIGN AN AGREEMENT WITH MDLAB, LLC BETWEEN ELLIS COUNTY, TEXAS AND THE CITY OF FERRIS, TEXAS FOR THE PROVISION OF A MONOCLONAL ANTIBODY INFUSION CENTER. 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*

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

**MINUTE ORDER 445.21** (3.4) APPROVING TO MAKE REPAIRS AND FACILITY IMPROVEMENTS INCLUDING PAINT, FLOOR AND WALL COVERINGS, ETC. TO THE RED OAK SATELLITE TAX OFFICE NOT TO EXCEED \$10,000.00 TO BE PAID OUT OF FY2021 FUNDS FROM LINE ITEM 001-0140-50868 (CONTRACT SERVICES). – *KYLE BUTLER, COMMISSIONER, PRECINCT #4*

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

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

**PUBLIC HEARING 1**

MOTION TO ENTER P1 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

P1 PUBLIC HEARING ON THE PROPOSED ELLIS COUNTY BUDGET FOR FY 2021-2022, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.007. – *TODD LITTLE, COUNTY JUDGE*

MOTION TO EXIT P1 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

**MINUTE ORDER 446.21** (3.5) APPROVING AND ADOPTING THE FY 2021-22 BUDGET, PURSUANT TO LOCAL GOVERNMENT CODE §111.008. THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$4,431,598.00 WHICH IS A 6.71% INCREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$3,221,151.00. – *TODD LITTLE, COUNTY JUDGE*

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

ROLL CALL VOTE:

COMMISSIONER STINSON: YES  
COMMISSIONER GRAYSON: YES  
COUNTY JUDGE LITTLE: YES  
COMMISSIONER PERRY: YES  
COMMISSIONER BUTLER: YES

**PUBLIC HEARING 2**

MOTION TO RECESS AND ENTER INTO P2 BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

P2 PUBLIC HEARING ON PROPOSED TAX RATE FOR FY 2021-2022, PURSUANT TO TEXAS TAX CODE §26.06. – *TODD LITTLE, COUNTY JUDGE*

MOTION TO EXIT P2 BY COMMISSIONER STINSON, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

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

**MINUTE ORDER 447.21** (3.6) ADOPTING A COUNTY TAX RATE OF 0.310708 (CONSISTING OF AN INTEREST AND SINKING RATE OF 0.016852 AND A MAINTENANCE AND OPERATIONS RATE OF 0.293856), AND TO ADOPT A FARM TO MARKET TAX RATE OF 0.028630 FOR ELLIS COUNTY FY 2021-2022, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §81.006 AND TEXAS TAX CODE



§26.05. THIS WILL MAKE THE TOTAL TAX RATE 0.339338 PER \$100 OF TAXABLE VALUE. – *TODD LITTLE, COUNTY JUDGE*

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

ROLL CALL VOTE:

COMMISSIONER STINSON: YES  
COMMISSIONER GRAYSON: YES  
JUDGE LITTLE: YES  
COMMISSIONER PERRY: YES  
COMMISSIONER BUTLER: YES

**ADJOURN TO EXECUTIVE SESSION 3:01 P.M.**

MOTION FOR A FINDING TO CONVENE TO EXECUTIVE SESSION BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, 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 §551 OR AS OTHERWISE MAY BE PERMITTED UNDER §551.

- 4.1 PURSUANT TO §551.071 OF THE GOVERNMENT CODE, CONSULTATION WITH LEGAL COUNSEL REGRADING THE FY 2021-2022 BUDGET.
- 4.2 PURSUANT TO §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.

**RECONVENE TO REGULAR SESSION 3:32 P.M.**

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

To 3.2

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NO ACTION (3.2) DISCUSSION, CONSIDERATION, AND APPROVAL TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE ALL NECESSARY DOCUMENTS TO PURCHASE FROM WAXAHACHIE INDEPENDENT SCHOOL DISTRICT A PORTION OF AN UNIMPROVED TRACT OF LAND CONSISTING OF APPROXIMATELY 4.245 ACRES, LOCATED ON THE SOUTHWESTERN SIDE OF WEST US 287 BUSINESS NEAR WAXAHACHIE HIGH SCHOOL, FOR THE PURCHASE PRICE OF \$295,000.00. - *TODD LITTLE, COUNTY JUDGE*

ADJOURNMENT 3:33 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON SEPTEMBER 28, 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 19<sup>TH</sup> DAY OF OCTOBER 2021.

\_\_\_\_\_  
KRYSTAL VALDEZ, COUNTY CLERK

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ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – OCTOBER 5, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, OCTOBER 5, 2021, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> 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

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. – *KYLE BUTLER, COMMISSIONER, PRECINCT #4*

**RECOGNITION**

AA HONORING AND RECOGNIZING CHERYL CHAMBERS, WHO RECEIVED TEXAS' OUTSTANDING TREASURER AWARD FOR 2021-2022. – *TODD LITTLE, COUNTY JUDGE*

AB HONORING TOM MANNING AND RECOGNIZING TWENTY (20) YEARS OF DEDICATED SERVICE FOR ESD #2. – *TIM BIRDWELL, FIRE MARSHAL*

**CONSENT AGENDA:**

**MINUTE ORDER 448.21** APPROVING CONSENT AGENDA

**ADMINISTRATIVE:**

A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, TREASURER*

A2 APPROVING REGULAR MEETING MINUTES FROM SEPTEMBER 21, 2021. – *KRystal VALDEZ, COUNTY CLERK*

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- A3 ACCEPTING THE RESIGNATION OF TOM MANNING FROM ESD #2, TERM TO END ON DECEMBER 31, 2021.  
– *TIM BIRDWELL, FIRE MARSHAL*
- A4 APPROVING OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND THE CITY OF GARRETT BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*
- A5 APPROVING OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND AVALON ISD BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*
- A6 APPROVING OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND THE CITY OF ENNIS BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*
- A7 APPROVING OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND ENNIS ISD BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*
- A8 APPROVING OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND THE CITY OF BARDWELL BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*
- A9 APPROVING OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN ELLIS COUNTY AND THE CITY OF ALMA BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*
- A10 APPROVING PROPERTY TAX REFUNDS IN AN AMOUNT OF \$5,333.54 BY THE ELLIS COUNTY TAX ASSESSOR/COLLECTOR. – *RICHARD ROZIER, TAX ASSESSOR COLLECTOR*

**FINANCIAL:**

- F1 **FY2020-21 LINE ITEM TRANSFER** – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT*  
DECREASE 001-0430-508150 UNIFORM BY \$107.00;  
INCREASE 001-0430-508020 EQUIPMENT BY \$107.00.
- F2 **FY2020-21 LINE ITEM TRANSFER** – *PAUL PERRY, COMMISSIONER, PRECINCT #3*  
DECREASE 005-0703-508070 RB3 MISC. EXP. BY \$2,000.00;  
INCREASE 005-0703-509070 RB3 TIRES BY \$2,000.00;  
DECREASE 001-0704-509150 FM3 ASPHALT BY \$60,000.00;  
INCREASE 001-0704-509110 FM3 GRAVEL BY \$60,000.00.
- F3 **FY2020-21 LINE ITEM TRANSFER** – *KYLE BUTLER, COMMISSIONER, PRECINCT #4*  
DECREASE 012-0755-570000 CONTINGENCY – SURPLUS BY \$57,500.00;  
INCREASE 012-0755-509110 GRAVEL BY \$57,500.00.

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

**DEPARTMENT OF DEVELOPMENT**

**MINUTE ORDER 449.21** (1.1) APPROVING A PLAT OF MARIA'S ADDITION. THE PROPERTY CONTAINS ± 13.981 ACRES OF LAND IN THE A. GONZABA SURVEY, ABSTRACT NO. 381, LOCATED ON THE EAST SIDE

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OF ENSIGN ROAD, ± 3,540 FEET SOUTH OF THE INTERSECTION OF ENSIGN ROAD AND BRAZIER ROAD, ENNIS, ROAD & BRIDGE PRECINCT #2.

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

**NO ACTION** (1.2) DISCUSSION, CONSIDERATION & ACTION ON A PLAT OF KEATHLY ADDITION. THE PROPERTY CONTAINS ± 3.452 ACRES OF LAND IN THE RAPHAEL DE LA PENNA SURVEY, ABSTRACT NO. 3, LOCATED ON THE NORTH SIDE OF ALSDORF ROAD, ± 2,475 FEET WEST OF THE INTERSECTION OF UNION HILL ROAD AND ALSDORF ROAD, ENNIS, ROAD & BRIDGE PRECINCT #1.

**MINUTE ORDER 450.21** (1.3) APPROVING WITH CONDITIONS, A ONE-TIME VARIANCE FOR PARCEL NO. 151740 FROM VOLUME I, SECTION IV (A) (2) (RESIDENTIAL LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS TO ALLOW TWO (2) LOTS WITHOUT MEETING THE MINIMUM LOT SIZE REQUIREMENT. THE PROPERTY CONTAINS ± 1.85 ACRES OF LAND LOCATED ON THE NORTH SIDE OF KASPAR LANE, ± 620 FEET WEST OF THE INTERSECTION OF LAKE SAWYER ROAD AND KASPAR LANE, ENNIS, ROAD & BRIDGE PRECINCT #2.

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

**MINUTE ORDER 451.21** (1.4) TABLING A REQUEST FOR A ONE-TIME VARIANCE FOR THE PROPOSED CUNNINGHAM ESTATES (PARCEL NO. 187067 & 183334) FROM VOLUME III, SECTION II (B)(2)(ACCESS) OF THE STANDARD CONSTRUCTION DETAILS TO ALLOW ± 23 LOTS WITHOUT INTERIOR ACCESS. THE PROPERTY CONTAINS ± 338.434 ACRES OF LAND LOCATED SOUTHWEST OF THE INTERSECTION OF OLD MAYPEARL ROAD AND CUNNINGHAM MEADOWS, ± 1,870 FEET SOUTH OF THE INTERSECTION OF FM 66 AND CUNNINGHAM MEADOWS ROAD, IN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF WAXAHACHIE, ROAD & BRIDGE PRECINCT #3.

PUBLIC PARTICIPANTS: SUZANNE CALVERT; MELISSA JONES; MIKE & MARLA LYLE; LANCE RUST; TODD WINTERS

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

**MINUTE ORDER 452.21** (1.5) APPROVING A REQUEST TO ACCEPT A PERFORMANCE BOND FOR THE PROPOSED THUNDER RIDGE, PHASE ONE (PARCEL ID NO. 284809). THIS PROPERTY CONTAINS ± 16.984 ACRES OF LAND IN THE M.D. BULLION SURVEY, ABSTRACT NO. 164, LOCATED AT THE SOUTHWEST INTERSECTION OF OLD MAYPEARL ROAD AND FALLING LEAVES DRIVE, WAXAHACHIE, ROAD & BRIDGE PRECINCT #3.

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

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## **ADMINISTRATIVE**

**MINUTE ORDER 453.21** (3.1) APPROVING A COOPERATIVE AGREEMENT BETWEEN TEXAS A&M AGRILIFE EXTENSION SERVICE AND ELLIS COUNTY. – *MARK ARNOLD, EXTENSION OFFICE*

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

**MINUTE ORDER 454.21** (3.2) CANVASSING THE RESULTS OF THE SPECIAL RUNOFF ELECTION HELD ON SEPTEMBER 28, 2021 IN ELLIS COUNTY, TEXAS, FOR THE PURPOSE OF ELECTING A TEXAS STATE HOUSE REPRESENTATIVE, DISTRICT 10, UNEXPIRED TERM. – *JANA ONYON, ELECTIONS ADMINISTRATOR*

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

**MINUTE ORDER 455.21** (3.3) APPROVING THE APPOINTMENT OF REPRESENTATIVES OF A CITIZEN COMPRISED ADVISORY COMMITTEE TO ASSIST WITH DECISIONS REGARDING COUNTY-WIDE REDISTRICTING. – *TODD LITTLE, COUNTY JUDGE*

**COMMITTEE:** *ASHLEY COLLINS; TOM MOORE; DENNIS ROBINSON; ERIK TEST; JOE BARTON; HUD HARTSON; RON APPLETON; KATHY PONCE*

**PUBLIC PARTICIPANTS:** *PAULA ANZ; SYLVIA COULSON*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED WITH COMMISSIONER PERRY VOTING NO

**MINUTE ORDER 456.21** (3.4) APPROVING A COOPERATIVE AGREEMENT BETWEEN ELLIS COUNTY AND ENNIS GARDEN CLUB (REPRESENTED BY CHAIRMAN OF THE BLUEBONNET TRAIL ANNUAL EVENT), PURSUANT TO LOCAL GOVERNMENT CODE 319.003 (A) AND 319.004. TERMS OF THIS AGREEMENT SHALL BE FROM OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. – *LANE GRAYSON, COMMISSIONER, PCT. #2*

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

**MINUTE ORDER 457.21** (3.5) APPROVING A WORK ORDER UNDER THE COOPERATIVE AGREEMENT BETWEEN ELLIS COUNTY AND ENNIS GARDEN CLUB (REPRESENTED BY CHAIRMAN OF THE BLUEBONNET TRAIL ANNUAL EVENT), FOR OCTOBER 1, 2021 TO SEPTEMBER 30, 2022. DESCRIPTION OF PROJECT IS PLACEMENT OF DIRECTIONAL SIGNS THAT ARE PROVIDED BY ENNIS GARDEN CLUB ON ELLIS COUNTY PRECINCTS 1 & 2 COUNTY EASEMENTS ONLY (AS DESIGNATED BY ENNIS GARDEN CLUB REPRESENTATIVES) FOR THE BLUEBONNET TRAIL ANNUAL EVENT. WORK ORDER SERVICES WILL BE PROVIDED BEFORE, DURING AND AFTER THE BLUEBONNET TRAIL ANNUAL EVENT (APPROXIMATELY THE

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END OF FEBRUARY, MARCH, APRIL AND MIDDLE OF MAY, 2022). – LANE GRAYSON, COMMISSIONER,  
PCT. #2

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

**ADJOURN TO EXECUTIVE SESSION 3:18 P.M.**

MOTION TO ADJOURN BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, 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 §551 OR AS OTHERWISE MAY BE PERMITTED UNDER §551.

- 4.1 PURSUANT TO §551.089 AND §551.076 OF THE GOVERNMENT CODE, TO DELIBERATE REGARDING SECURITY ASSESSMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY OR SECURITY AUDITS.

**RECONVENE TO REGULAR SESSION 4:25 P.M.**

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

**ADJOURNMENT 4:26 P.M.**

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

*Ellis County Commissioner's Court Minutes – October 5, 2021*



THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON OCTOBER 5, 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 19<sup>TH</sup> DAY OF OCTOBER 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 2<sup>nd</sup> 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: 10/10/2021 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: October 19, 2021 – **CONSENT AGENDA** – July 2021 And August 2021 Monthly Treasurers Report.

\* \_\_\_\_\_  
County Attorney Approval



TREASURER'S REPORT ON THE ELLIS COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF CHERYL CHAMBERS  
TREASURER OF ELLIS COUNTY

COMMISSIONER'S COURT  
ELLIS COUNTY, TEXAS

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of Ellis County, certify that on October 19, 2021, we compared and examined the monthly report of CHERYL CHAMBERS, Treasurer of Ellis County, Texas, for August 2021, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$97,157,152.68.

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner Pct. 1

\_\_\_\_\_  
Lane Grayson, Commissioner Pct. 2

\_\_\_\_\_  
Paul Perry, Commissioner Pct. 3

\_\_\_\_\_  
Kyle Butler, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Todd Little, County Judge and County Commissioners of said Ellis County, each respectively, on this the 19th of October, 2021.

\_\_\_\_\_  
Attest: Krystal Valdez, County Clerk,  
Clerk of the Commissioners Court in  
and for Ellis County, Texas

MONTHLY TREASURER REPORT

August 2021

FUND	FUND NAME	BEGINNING CASH BANK BALANCE	RECEIPTS	DISBURSEMENTS	Journal Entries	INSURANCE JOURNAL ENTRIES	MATURE/ (INVEST) INVESTMENTS	ENDING CASH BANK BALANCE	INVESTMENTS BALANCE	TOTAL BALANCE
1	General	(1,361,847.97)	920,840.73	3,551,208.65	(470,898.00)	(420,412.14)	3,602,045.44	(1,281,480.59)	44,575,690.10	43,294,209.51
2	Road Improvement	4,682.25	964.53	0.00				5,646.78	1,335,131.33	1,340,778.11
3	Road & Bridge 1	8,830.91	50,941.61	293,476.84		(14,220.24)	250,000.00	2,075.44	1,573,483.17	1,575,558.61
4	Road & Bridge 2	(13,824.63)	51,896.59	141,700.36		(11,939.72)	245,000.00	129,431.88	1,080,590.89	1,210,022.77
5	Road & Bridge 3	10,225.69	155,149.56	244,546.34		(13,638.22)		(92,809.31)	1,142,066.67	1,049,257.36
6	Road & Bridge 4	32,146.24	50,941.57	67,693.70		(13,778.36)		1,615.75	1,757,932.10	1,759,547.85
7	Adult Probation	(84,429.69)	199,426.83	152,824.70			60,000.00	22,172.44	1,331,248.01	1,353,420.45
8	Juvenile Probation	1,250.79	9,089.34	122,311.76	279,700.00	(13,203.34)	100,001.71	254,526.74	129,757.49	384,284.23
9	FM #1	10,056.46	175,013.21	595,663.62			415,000.00	4,406.05	1,960,979.97	1,965,386.02
10	FM #2	(35,477.36)	4,159.01	88,342.35			120,000.00	339.30	855,013.15	855,352.45
11	FM #3	5,018.25	6,948.33	154,694.13			150,000.00	7,272.45	1,317,892.58	1,325,165.03
12	FM #4	(61,539.45)	44,618.07	142,077.49			170,000.00	11,001.13	1,582,466.55	1,593,467.68
13	Lateral Road	148.87	0.00	0.00				148.87	312,160.30	312,309.17
14	County & District Court Tech	38,209.51	380.00	0.00				38,589.51	-	38,589.51
15	Justice Court Tech	13,125.34	1,459.01	0.00				14,584.35	165,843.92	180,428.27
16	DC Archives Records Mgmt	6,900.92	1,390.00	0.00			20,000.00	8,290.92	156,509.70	164,800.62
17	Jury	4,797.83	1,340.01	9,756.63	(185,000.00)		0.00	16,381.21	139,142.55	155,523.76
18	Permanent Improvements	35,030.00	7,751.19	368.00	23,823.00	(2,606.94)		38,417.04	5,095,352.17	4,952,765.36
19	Law Library	21,301.34	11,606.75	15,707.11				1,139,525.24	23,483.95	1,163,009.19
20	Trust & Agency	1,100,261.27	203,421.11	653,956.10		489,798.96		122,021.80	1,584,646.13	1,706,667.93
21	Records Management	81,834.81	49,085.00	8,898.01				61,265.45	2,360,422.40	2,421,687.85
22	CC Archives Records Mgmt	58,524.40	48,820.00	46,078.95				353,129.45	553,306.80	906,436.25
23	ROW Available	754.45	0.00	0.00	352,375.00			163,981.57	-	163,981.57
24	Fire Marshall Special Fund	162,551.99	2,504.50	1,074.92				(0.00)	-	(0.00)
25	Right of Way 2008	(0.00)	0.00	0.00				16,740.00	200,269.85	217,009.85
26	District Court Records Tech	13,950.00	2,790.00	0.00				0.00	956,686.84	956,686.84
27	Road District #1	0.00	0.00	318,791.68				0.00	71,804.27	71,804.27
28	Road District #5	0.00	0.00	0.00				0.00	197,736.45	197,736.45
29	Road District #16	0.00	0.00	0.00				0.00	129,277.94	129,277.94
30	DA Check Processing	6,515.41	75.24	0.00				18,111.78	131,176.27	149,288.05
31	DA Drug Forfeiture	16,575.17	1,536.61	0.00				19,146.24	558,590.65	577,736.89
32	General Records Mgmt/Pres	12,304.24	6,842.00	0.00						

33	Courthouse Security	18,268.74	9,283.50	0.00				27,552.24	\$	207,321.31	234,873.55
34	Court Rec. Preservation 51.7	117,319.50	1,020.00	0.00				118,339.50	\$	-	118,339.50
35	DWI Blood Draw Fund	0.00	0.00	0.00				0.00	\$	-	0.00
36	Election Admin. Fees	25,042.41	0.00	0.00				25,042.41	\$	12,325.70	37,368.11
37	Series 1993 Interest & Sinkin	(0.00)	0.00	0.00				(0.00)	\$	-	(0.00)
38	Series 2007 Interest & Sinkin	6,347.32	13,094.15	0.00				19,441.47	\$	398,234.51	417,675.98
39	Grant Pass Through	0.00	0.00	0.00				0.00	\$	-	0.00
40	Series 07 Bond Project	8.33	0.70	101,248.50				5.53	\$	3,961,421.97	3,961,427.50
41	HIDTA	0.00	0.00	0.00				0.00	\$	-	0.00
42	Sheriff Federal Drug Forfeitu	(208.56)	14,136.69	14,084.00			160.00	4.13	\$	375,956.09	375,960.22
43	County Clerk Vitals Pres	43,200.00	1,035.00	0.00				44,235.00	\$	-	44,235.00
44	Hazard Mitigation Grant	0.00	0.00	0.00				0.00	\$	-	0.00
45	Community Corrections	81,783.96	0.00	19,033.72				62,750.24	\$	-	62,750.24
46	Sheriff Seizure	12.02	0.00	30,212.00				(30,199.98)	\$	328,664.78	298,464.80
47	Sheriff Drug Forfeiture	4,153.00	178,227.09	0.00				182,380.09	\$	88,059.26	270,439.35
48	District Attorney Seizure	1,129.84	61,589.60	6,521.45				56,197.99	\$	350,794.60	406,992.59
49	JCC	0.00	0.00	0.00				0.00	\$	-	0.00
50	Civil Supervision	132,240.67	6,640.97	3,495.69				135,385.95	\$	-	135,385.95
54	Emissions Enforcements	0.00	0.00	0.00				0.00	\$	-	0.00
55	Constable #4 Seizure	0.00	0.00	0.00				0.00	\$	-	0.00
56	Constable #2 Forfeiture	1,426.00	0.29	0.00				1,426.29	\$	-	1,426.29
57	Constable #1 Forfeiture	181.28	0.00	0.00				181.28	\$	-	181.28
58	Constable #4 Forfeiture	0.00	0.00	0.00				0.00	\$	-	0.00
59	Law Enforcement Block Grar	0.00	0.00	0.00				0.00	\$	-	0.00
61	Truancy & Prevention	30,017.07	1,435.95	0.00				31,453.02	\$	-	31,453.02
63	American Rescue Plan	248.32	202.28	150,000.00		0.00		5,050,450.60	\$	12,754,479.66	17,804,930.26
65	Diversion Program	8,706.01	0.00	4,659.92				4,046.09	\$	-	4,046.09
72	Levee #2	2.02	0.00	0.00				2.02	\$	405,419.14	405,421.16
73	Levee #3	2.42	0.00	0.00				2.42	\$	320,812.56	320,814.98
74	Levee #4	7,767.68	1.60	0.00				7,769.28	\$	-	7,769.28
TOTALS											
		565,525.07	2,295,657.02	6,938,426.62	0.00	0.00	10,752,243.83	13,613,425.92		90,482,151.78	97,157,152.68

TREASURER'S REPORT ON THE ELLIS COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF CHERYL CHAMBERS  
TREASURER OF ELLIS COUNTY

COMMISSIONER'S COURT  
ELLIS COUNTY, TEXAS

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of Ellis County, certify that on October 19, 2021, we compared and examined the monthly report of CHERYL CHAMBERS, Treasurer of Ellis County, Texas, for July 2021, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$101,780,214.08.

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner Pct. 1

\_\_\_\_\_  
Lane Grayson, Commissioner Pct. 2

\_\_\_\_\_  
Paul Perry, Commissioner Pct. 3

\_\_\_\_\_  
Kyle Butler, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Todd Little, County Judge and County Commissioners of said Ellis County, each respectively, on this the 19th of October, 2021.

\_\_\_\_\_  
Attest: Krystal Valdez, County Clerk,  
Clerk of the Commissioners Court in  
and for Ellis County, Texas

MONTHLY TREASURER REPORT

July 2021

FUND	FUND NAME	BEGINNING CASH BANK BALANCE	RECEIPTS	DISBURSEMENTS	Journal Entires	INSURANCE JOURNAL ENTRIES	MATURE/ (INVEST) INVESTMENTS	ENDING CASH BANK BALANCE	INVESTMENTS BALANCE	TOTAL BALANCE
1	General	608,013.05	975,552.41	4,999,910.00		(413,503.43)	2,468,000.00	(1,361,847.97)	48,159,911.65	46,798,063.68
2	Road Improvement	2,719.05	1,963.20	0.00				4,682.25	1,335,061.26	1,339,743.51
3	Road & Bridge 1	46,792.31	61,210.52	535,829.10		(13,342.82)	450,000.00	8,830.91	1,823,414.21	1,832,245.12
4	Road & Bridge 2	41,262.21	61,383.91	104,531.03		(11,939.72)	0.00	(13,824.63)	1,325,551.99	1,311,727.36
5	Road & Bridge 3	34,366.23	95,210.47	331,590.21		(12,760.80)	225,000.00	10,225.69	1,142,029.14	1,152,254.83
6	Road & Bridge 4	92,001.07	61,210.46	108,164.35		(12,900.94)	50,000.00	32,146.24	1,757,870.17	1,790,016.41
7	Adult Probation	86,863.82	3,177.25	224,470.76			136,840.00	(84,429.69)	1,391,175.28	1,306,745.59
8	Juvenile Probation	101,762.94	25,583.92	249,701.59		(13,234.48)	110,000.00	1,250.79	229,750.70	231,001.49
9	FM #1	5,775.58	8,494.73	114,213.85			215,000.00	10,056.46	2,375,890.45	2,385,946.91
10	FM #2	348.65	8,494.73	44,320.74				(35,477.36)	974,976.61	939,499.25
11	FM #3	3,816.37	8,494.73	222,292.85				5,018.25	1,467,841.21	1,472,859.46
12	FM #4	3,951.36	12,887.73	78,378.54				(61,539.45)	1,752,405.29	1,690,865.84
13	Lateral Road	148.87	0.00	0.00				148.87	312,143.82	312,292.69
14	County & District Court Tech	37,897.51	312.00	0.00				38,209.51	-	38,209.51
15	Justice Court Tech	11,999.16	1,126.18	0.00				13,125.34	165,840.95	178,966.29
16	DC Archives Records Mgmt	5,930.92	970.00	0.00				6,900.92	156,506.90	163,407.82
17	Jury	21,204.89	1,033.93	17,440.99				4,797.83	159,134.30	163,932.13
18	Permanent Improvements	20,525.12	14,872.88	368.00				35,030.00	5,095,527.28	5,130,557.28
19	Law Library	34,150.89	9,602.75	19,845.36		(2,606.94)		21,301.34	-	21,301.34
20	Trust & Agency	498,428.83	134,683.31	13,140.00		480,289.13		1,100,261.27	23,482.71	1,123,743.98
21	Records Management	42,935.43	47,797.00	8,897.62				81,834.81	1,584,562.45	1,666,397.26
22	CC Archives Records Mgmt	60,579.70	47,570.00	49,625.30				58,524.40	2,360,402.29	2,418,926.69
23	ROW Available	754.45	0.00	0.00				754.45	553,284.60	554,039.05
24	Fire Marshall Special Fund	154,293.58	9,100.00	841.59				162,551.99	-	162,551.99
25	Right of Way 2008	(0.00)	0.00	0.00				(0.00)	-	(0.00)
26	District Court Records Tech	11,985.00	1,965.00	0.00				13,950.00	200,266.26	214,216.26
27	Road District #1	0.00	0.00	0.00				0.00	1,275,422.75	1,275,422.75
28	Road District #5	0.00	0.00	0.00				0.00	71,800.48	71,800.48
29	Road District #16	0.00	0.00	0.00				0.00	197,726.01	197,726.01
30	DA Check Processing	6,425.17	90.24	0.00				6,515.41	129,271.11	135,786.52
31	DA Drug Forfeiture	11,717.85	4,857.32	0.00				16,575.17	131,169.34	147,744.51
32	General Records Mgmt/Pres	7,154.24	5,150.00	0.00				12,304.24	558,561.15	570,865.39



CA  
A4

# 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 2<sup>nd</sup> 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: 10/13/2021 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Judge Chris Macon

PHONE: (972) 825-5319 FAX: (972) 875-6819

DEPARTMENT OR ASSOCIATION: Justice of the Peace Pct 1

ADDRESS: 207 S. Sonoma Trail., Ennis, Texas 75119

PREFERRED DATE TO BE PLACED ON AGENDA: 10/19/2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Justice of the Peace, Precinct #1 monthly report to satisfy LGC 114.044.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* \_\_\_\_\_  
County Attorney Approval



CA

TREASURER'S RECEIPT # \_\_\_\_\_

I, CHRIS MACON Justice of the Peace Precinct 1, Ellis County, Texas, do hereby certify that the above report, includes all fees and compensations whatever collected by me in my official capacity, in accordance with the law, and that the amount set out above represents the total fees of my office for day 10/01/2021.

*Chris Macoon*

JUSTICE OF THE PEACE, PRECINCT 1

by *Juanita Brown*  
CLERK

FEES COLLECTED

Credit Cards	<u>\$ 13,376.60</u>
Cash Collected	<u>9,307.50</u>
Checks, Money Orders	<u>5,938.00</u>
TOTAL	<u>\$28,622.10</u>
Justice of the Peace Clerk initials	<u>JG</u>
Treasurer's Office Deputy initials	_____



MONTHLY DAILY FINANCIAL REPORT  
 JUSTICE OF THE PEACE PCT. 1  
 ELLIS

SUMMARY PAGE

FEE	FEE AMOUNT	NON-MONEY	GL#
AFDPS	332.54	25.00	001-0000-280380
001-0510-400800	168.97	8.00	001-0510-400800
State Traffic Fine - \$50	2,238.03	100.00	001-0000-280200
Consolidated Court Cost - \$62	5,379.15	660.00	001-0000-280100
Trans Fine - \$3	164.09	12.00	001-0510-400180
Courthouse Security Fund - \$4.90	464.86	57.00	033-0933-406210
TPDF \$5	433.81	52.00	061-0961-400810
Justice Court Tech - \$4	386.78	48.00	015-0915-400810
Court Jury Fund - \$0.10	8.76	1.00	017-0917-400810
FINE	10,635.06	2,635.00	001-0510-400410
CIVIL FILING FEE	1,455.00	0.00	001-0510-400970
E-FILING SUPPORT FEE	570.00	0.00	001-0000-290100
INDIGENT FILING	342.00	0.00	001-0000-270180
JUDICIAL AND COURT PERSONNEL TRAINING	285.00	0.00	001-0000-270360
CONSTABLE PCT 1	1,785.00	0.00	001-0611-400150
AFSO	135.94	35.00	001-0330-406580
DEFENSIVE DRIVING SCHOOL	70.00	0.00	001-0510-406660
Indigent Defense Fund	115.21	24.00	001-0000-280160
OMNI-DPS	511.09	60.00	001-0000-280120
OMNI-DTO	59.61	12.00	001-0510-200200
OMNI-COUNTY	39.74	8.00	001-0510-400200
TIME PAY-STATE	223.37	25.00	001-0000-280340
30% LINEBARGER FEE	1,020.30	165.60	001-0000-202750
STF	178.04	0.00	001-0000-280220
CONSTABLE PRECINCT 4	90.00	0.00	001-0614-400150
DEFERRED FINE	810.00	0.00	001-0510-400165
TIME PAYMENT FEE 2020	75.00	15.00	001-0510-400600
MOVING VIOLATION STATE FEE	0.40	0.00	001-0000-280260
TRUANCY PREVENTION AND DIVERSION FUND	16.00	2.00	001-0000-280300
DISMISSAL FINE 20.00	160.00	0.00	001-0510-409635
CONSTABLE PRECINCT 3	180.00	0.00	001-0613-400150
P&WL	247.35	0.00	001-0510-403750
SEATBELT 50%	41.00	0.00	001-0000-290300
	<u>\$28,622.10</u>	<u>\$3,944.60</u>	



**ELLIS COUNTY**  
 Department of Development  
 Commissioners' Court Meeting: October 19, 2021

**CONSENT AGENDA ITEM**

**PREPARED BY:** Alberto Mares, AICP, DR, CPM – Director of Planning & Development

**TYPE OF CASE:**

- Amendments: \_\_\_\_\_  Replat  
 Final Plat  **Other: MONTHLY FINANCIAL REPORT**

**CAPTION:**

Approve the Department of Development's (DoD) monthly financial report for September 2021, as required by Chapter 114.044 of the Texas Local Government Code.

**BACKGROUND INFORMATION:**

The County Auditor requested all departments receiving monies to submit a monthly financial report for approval to the Commissioners' Court as required in Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is an estimated summary of revenues & expenditures for September 2021.

REVENUE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 820.00
001-0060-400580	PWA (Permits)	\$ 16,115.00
001-0060-400720	Plat (Subdivisions)	\$ 2,436.00
001-0060-400940	Septic Tank Fees	\$ 38,880.00
001-0060-406080	Misc. Fees	\$ 616.00
001-0375-406080	Engineering Plan Review	\$ 1,000.00
001-0921-406260	Recording Fees	\$ 1,117.00
<b>TOTAL REVENUES</b>		<b>\$ 60,984.00</b>

EXPENSE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 330.32
001-0060-507030	Telephone	\$ 237.54
001-0060-508010	Supplies	\$ 672.52
001-0060-508020	Equipment	\$ 482.66
001-0060-508050	Conference	\$ 1,628.55
001-0060-508060	Dues	\$ 30.00
001-0060-508080	Auto Gas	\$ 991.21
001-0060-508090	Auto Repairs	\$ 123.00
001-0060-508100	Auto Tires	\$ 0.00
001-0060-508190	Computer	\$ 985.18
001-0060-508210	Uniform	\$ 235.75
001-0060-508730	Office Equip/Maint/Repair	\$ 211.00
001-0060-508880	Computer Software	\$ 958.33
<b>TOTAL EXPENDITURES</b>		<b>\$ 6,886.06</b>



CAF  
F1



# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2022

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2022 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-570000	CONTINGENCY - SURPLUS	\$ 40,000.00
	<b>TOTAL:</b>	\$ 40,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-505020	SALARIES - FULL TIME	\$ 40,000.00
	<b>TOTAL:</b>	\$ 40,000.00

*Janet S. Martin, CPA, CFE* 10/14/2021

Signature

Date

County Auditor

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: \_\_\_\_\_



CAF  
FD

## 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 2<sup>nd</sup> 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: 09/30/2021 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Keith Roberts

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Maintenance

ADDRESS: \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: 10/19/2021

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

**\*\* CONSENT AGENDA - FINANCIAL \*\***

**FY 2020-2021 LINE ITEM TRANSFER**

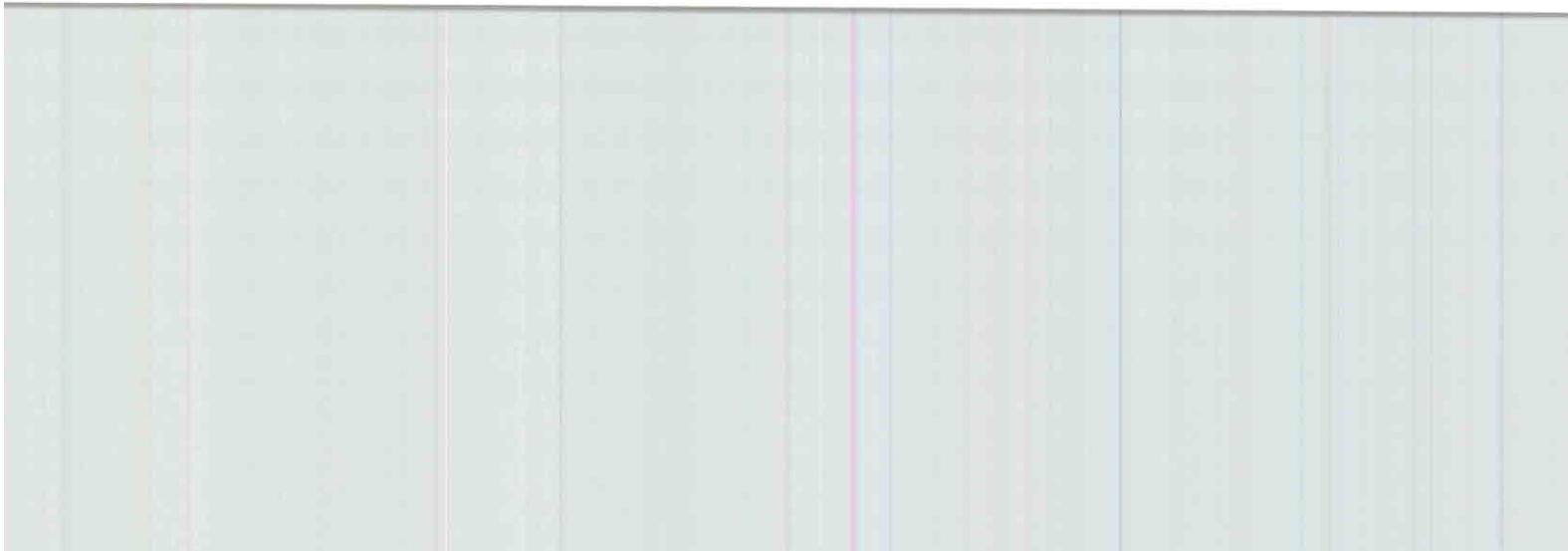
**DECREASE 001-0020-508080 Auto/Gas by \$500.00; DECREASE 001-0020-508090 Auto Repairs by \$100.00**

**DECREASE 001-0020-508580 Custodial Supplies by \$800.00; DECREASE 001-0140-508020 Equipment by \$1400.00**

**INCREASE 001-0020-507070 Burglar Alarm by \$1,600.00**

**INCREASE 001-0020-508670 Courthouse Lawn care by \$1,200.00**

\* \_\_\_\_\_  
County Attorney Approval





CAF  
F3

# 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 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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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: 10.13.2021 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Janet S. Martin

PHONE: 9728255122 FAX: 9728255124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W. Main

PREFERRED DATE TO BE PLACED ON AGENDA: 10.19.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Presentation of unanticipated revenue from Safeco in the amount of \$12,588. 31. Money is from a claim for vehicle damage.

Proposed budget for funds is \$12,588.31 increase to 003-0601-508020 Road & Bridge Equipment. Presented in compliance with Texas Local Government Code 111.0108.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* \_\_\_\_\_  
County Attorney Approval





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

**Official Receipt**

Receipt Number:  
R2021-02402

Receipt Date

10/12/2021

**Received From:** SAFECO INSURANCE - CLAIM REIMBURSEMENT

**Comments:** 10/12/2021 INSURANCE REIMBURSEMENT: CLAIM 046187352-0003; POLICY Y8497483

Description	Account #	Amount
DEPOSIT TOTAL		\$12,588.31
INSURANCE REIMB	068-0145-406590	12588.31

<b>Check</b>	<b>\$12,588.31</b>	<b>Total Amount</b>	<b>\$12,588.31</b>
<b>53777875</b>		<b>Total paid</b>	<b>\$12,588.31</b>
		<b>Change</b>	<b>\$0.00</b>

**Issued By:** LHartley *HL* **Batch:** B10122021-00203

CLAIM OFFICE ADDRESS:  
P.O. BOX 1525  
DOVER, NH 03821-1525

**Safeco Insurance**  
A Liberty Mutual Company

CHECK REFERENCE 53777875	CHECK DATE 09/14/21
CHECK AMOUNT **\$12588.31	BLOCK NUMBER 002753

CONTACT: BARON, SAMANTHA  
PHONE: 1-800-2CLAIMS

ACCIDENT DATE: 07/06/21

PAGE 1 OF 1

U/W CO: LIBERTY COUNTY MUTUAL INSURANCE COMPANY

OSN: VV0101091401-003020

CLAIM NUMBER: 046187352-0003

POLICY NUMBER: Y8497483

INSURED OPERATOR:

INSURED NAME: ZAPLETAL, MARTIN

CLAIMANT NAME: ELLIS COUNTY PCT 1

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			12588.31	12588.31	
PAYMENT TO: ELLIS COUNTY PCT 1			TOTAL CHARGE:	12588.31	
			TOTAL PAID:	12588.31	
			TOTAL DEDUCTIBLE:	0.00	
			TOTAL FEDERAL WITHHOLDING:	0.00	
			CHECK AMOUNT:	12588.31	

NOTES

THIS PAYMENT REPRESENTS THE TOTAL LOSS VALUE OF YOUR VEHICLE. COST TO REPAIR EXCEEDS THE VALUE OF YOUR VEHICLE PRIOR TO THE ACCIDENT.

*[Handwritten Signature]*  
Randy Johnson  
Ellis County Commissioner, Pct. 1

Date: 10-6-21

Acct.: Insurance Reimbursement

Line Item: 068-045-406590

Amount: \$12,588.31

RECEIVED

OCT 12 2021

ELLIS COUNTY TREASURER

PLEASE REFERENCE CLAIM NO AND SEND THIS EOP WITH ALL CORRESPONDENCE

CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS \*002753\*  
HOUSTON, TX-PH CLAIMS  
P.O. BOX 1525  
DOVER, NH 03821-1525

**Safeco Insurance**  
A Liberty Mutual Company

51-44/119  
BANK OF AMERICA  
HARTFORD, CT



\*PAY\*TWELVE\*THOUSAND\*FIVE\*HUNDRED\*EIGHTY\*EIGHT\*DOLLARS\*THIRTY\*ONE\*CENTS\*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0910	404	CLAIM 046187352-0003	53777875	09/14/21

PAY \*\*\$12588.31

VOID IF NOT PRESENTED WITHIN 90  
DAYS OF ISSUE DATE OF CHECK

PAY TO THE  
ORDER OF

ELLIS COUNTY PCT 1  
101 W MAIN ST STE 304  
WAXAHACHIE TX 75165-0411

*[Handwritten Signature]*

⑈ 53777875⑈ ⑆ 0 1 1900445⑆ 002240072065⑈



Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, October 19, 2021 @ 2:00 PM

**CONSENT AGENDA**

Approve the Department of Development's (DoD) monthly financial report for September 2021, as required by Chapter 114.044 of the Texas Local Government Code.

**AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration & action on a replat of Grandview Estates Lots 7R & 7R-1.** The property contains ± 10.00 acres of land located on the north side of FM 85, ± 3,085 feet west of the intersection of Mach Road and FM 85, Ennis, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.2**

**Discussion, consideration & action on a plat of Porterfield Acres.** The property contains ± 4.001 acres of land in the H.G. Hurst Survey, Abstract No. 458, located on the south side of Mulkey Road, ± 1,565 feet east of the intersection of Westmoreland Road and Mulkey Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 4.

**Agenda Item No. 1.3**

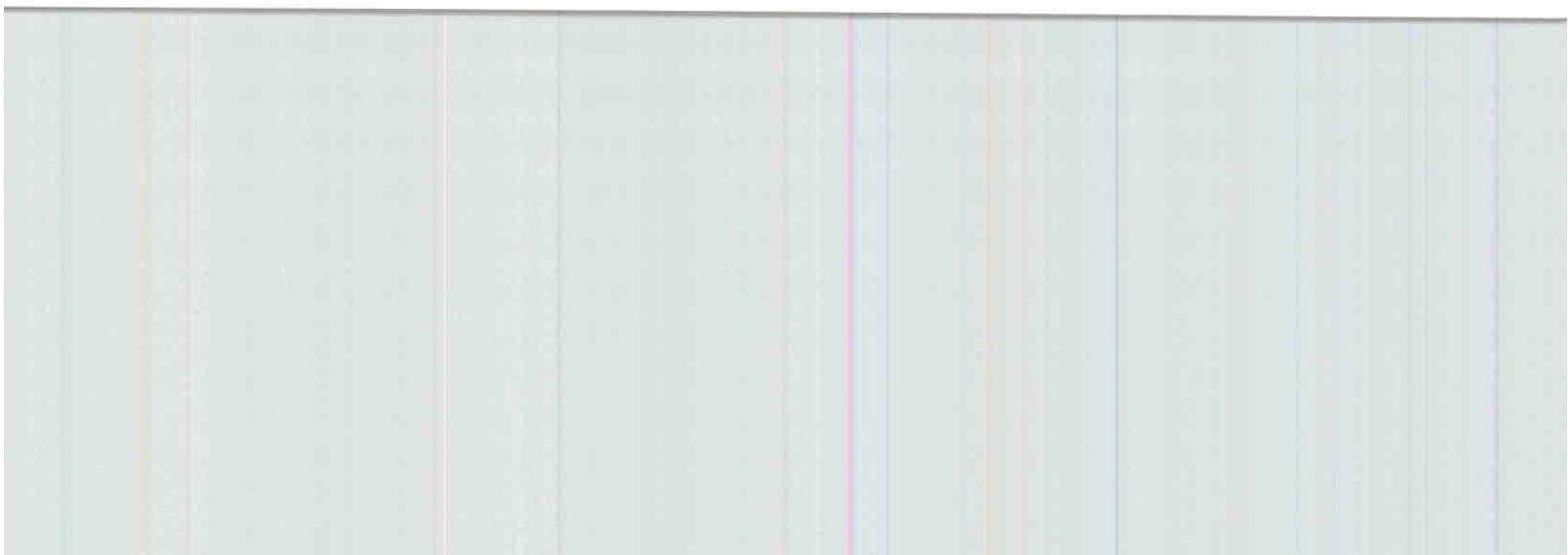
**Discussion, consideration, & action to accept a performance bond for the proposed Oak Creek Ranch.** The property contains ± 129.014 acres of land in the J. Baker Survey, Abstract No. 40, located east the intersection of Skinner Road and FM 875, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.

**Agenda Item No. 1.4**

**Discussion, consideration & action to release a drainage maintenance bond for Ike Farms.** The property contains a total of ± 19.483 acres of land located at the southwest corner of Ike Road and FM 878, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.

**Agenda Item No. 1.5**

**Consider and act upon a request to release a maintenance bond for Pioneer Point, Phases III & IV, and accept infrastructure.** The property is located on the north side of FM 66 ± 400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



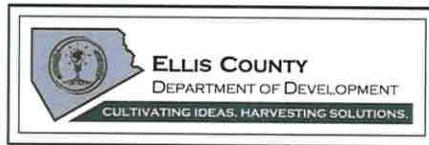


**Agenda Item No. 1.6**

**Discussion, consideration, and action for a one-time variance for the proposed Cunningham Estates (Parcel No. 187067 & 183334) from Volume III, Section II (B) (2) (Access) of the Standard Construction Details to allow ± 23 lots without interior access.** The property contains ± 338.434 acres of land located southwest of the intersection of Old Maypearl Road and Cunningham Meadows, ± 1,870 feet south of the intersection of FM 66 and Cunningham Meadows Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 3.

**Agenda Item No. 1.7**

**Discussion, consideration & action on a plat of Keathly Addition.** The property contains ± 5.243 acres of land in the Raphael De La Pena Survey, Abstract No. 3, located on the north side of Alsdorf Road, ± 2,475 feet west of the intersection of Union Hill Road and Alsdorf Road, Ennis, Road & Bridge Precinct No. 1.



**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, October 19, 2021 @ 2:00 PM**

**CONSENT AGENDA**

**Approve the Department of Development's (DoD) monthly financial report for September 2021, as required by Chapter 114.044 of the Texas Local Government Code.**

**AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration & action on a replat of Grandview Estates Lots 7R & 7R-1.** The property contains  $\pm$  10.00 acres of land located on the north side of FM 85,  $\pm$  3,085 feet west of the intersection of Mach Road and FM 85, Ennis, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.2**

**Discussion, consideration & action on a plat of Porterfield Acres.** The property contains  $\pm$  4.001 acres of land in the H.G. Hurst Survey, Abstract No. 458, located on the south side of Mulkey Road,  $\pm$  1,565 feet east of the intersection of Westmoreland Road and Mulkey Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 4.

**Agenda Item No. 1.3**

**Discussion, consideration, & action to accept a performance bond for the proposed Oak Creek Ranch.** The property contains  $\pm$  129.014 acres of land in the J. Baker Survey, Abstract No. 40, located east the intersection of Skinner Road and FM 875, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.

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**Discussion, consideration & action to release a drainage maintenance bond for Ike Farms.** The property contains a total of  $\pm$  19.483 acres of land located at the southwest corner of Ike Road and FM 878, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.

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**Consider and act upon a request to release a maintenance bond for Pioneer Point, Phases III & IV, and accept infrastructure.** The property is located on the north side of FM 66  $\pm$  400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



**Agenda Item No. 1.6**

**Discussion, consideration, and action for a one-time variance for the proposed Cunningham Estates (Parcel No. 187067 & 183334) from Volume III, Section II (B) (2) (Access) of the Standard Construction Details to allow ± 23 lots without interior access.** The property contains ± 338.434 acres of land located southwest of the intersection of Old Maypearl Road and Cunningham Meadows, ± 1,870 feet south of the intersection of FM 66 and Cunningham Meadows Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 3.

**Agenda Item No. 1.7**

**Discussion, consideration & action on a plat of Keathly Addition.** The property contains ± 5.243 acres of land in the Raphael De La Pena Survey, Abstract No. 3, located on the north side of Alsdorf Road, ± 2,475 feet west of the intersection of Union Hill Road and Alsdorf Road, Ennis, Road & Bridge Precinct No. 1.



**AGENDA ITEM NO. 1.1**  
Ellis County Commissioners' Court  
October 19, 2021



**SHORT TITLE:**

Grandview Estates Lots 7R & 7R-1 Replat  
Parcel ID No. 150421

**LEGAL CAPTION:**

**Discussion, consideration & action on a replat of Grandview Estates Lots 7R & 7R-1.** The property contains ± 10.00 acres of land located on the north side of FM 85, ± 3,085 feet west of the intersection of Mach Road and FM 85, Ennis, Road and Bridge Precinct No. 2.



**APPLICANT:**

John and Vicky Howard



**PURPOSE:**

The applicant is requesting this replat to create one (1) additional lot for residential use.



**HISTORY:**

The Commissioners' Court previously approved the final plat of Grandview Estates on December 16, 1984.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The proposed replat of Grandview Estates shows an existing right-of-way for FM 85 of 120 feet; therefore, this plat requires no additional right-of-way dedication.

**Water Provider:**

On August 25, 2021, Rice Water Supply confirmed service availability via a 4-inch line along FM 85.

**Public Notice Requirements:**

As required by State Law in Chapter 232.009 (c) of the Texas Local Government Code, this replat was advertised on the County's website on September 19, 2021, and the Waxahachie Daily Light three (3) times on September 19, October 3, and October 10, 2021.

Staff mailed approximately twenty-three (23) certified letters to property owners on September 15, 2021. To date, the department staff has not received any inquiries regarding this replat request. All legal notification requirements have been met.



**ANALYSIS:**

Upon reviewing the proposed replat of Grandview Estates Lots 7R & 7R-1, staff confirms this replat application meets the County's current subdivision regulations.



**RECOMMENDATION:**

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



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

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





**AGENDA ITEM NO. 1.2**  
Ellis County Commissioners' Court  
October 19, 2021



**SHORT TITLE:**

Porterfield Acres  
Parcel ID No. 202575, 271129

**LEGAL CAPTION:**

**Discussion, consideration & action on a plat of Porterfield Acres.** The property contains ± 4.001 acres of land in the H.G. Hurst Survey, Abstract No. 458, located on the south side of Mulkey Road, ± 1,565 feet east of the intersection of Westmoreland Road and Mulkey Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 4.



**APPLICANT:**

Durwain McDaniel



**PURPOSE:**

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



**HISTORY:**

No other subdivision history exists for this property. A road frontage variance was granted for this plat on February 25, 2020, under Minute Order No. 151.20, due to the existing locations of the structure and driveway. The two (2) lots have respective road frontages of 173.23 feet and 134.80 feet.

The City of Waxahachie approved this plat on September 28, 2021.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

The Thoroughfare Plan classifies Mulkey as a local county road requiring no additional dedication. However, the current Thoroughfare Plan for Waxahachie, last updated in this area in 2009-07, shows a 120-foot thoroughfare through Mulkey Road.

On September 14, 2021, the City of Waxahachie's Planning & Zoning Commission denied a request for relief for the additional right-of-way dedication, and the Commission voted to continue this case on September 28, 2021, to explore other options to potentially lessen the burden of right-of-way dedication for the applicant.

Ultimately, the applicant resubmitted their request to the City and dedicated the required 30 additional feet of right-of-way for Mulkey Road, satisfying the City's minimum requirement.



**Water Provider:**

On September 7, 2021, Rockett SUD confirmed service availability for Porterfield Acres via a 6-inch line.



**ANALYSIS:**

Upon reviewing the proposed plat of Porterfield Acres, staff confirms that this plat application meets the County's current subdivision regulations. Staff will look at options to abandon that additional right-of-way dedication requested by Waxahachie as it could bring future unwanted maintenance issues.



**RECOMMENDATION:**

Staff recommends approval of this plat as presented.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

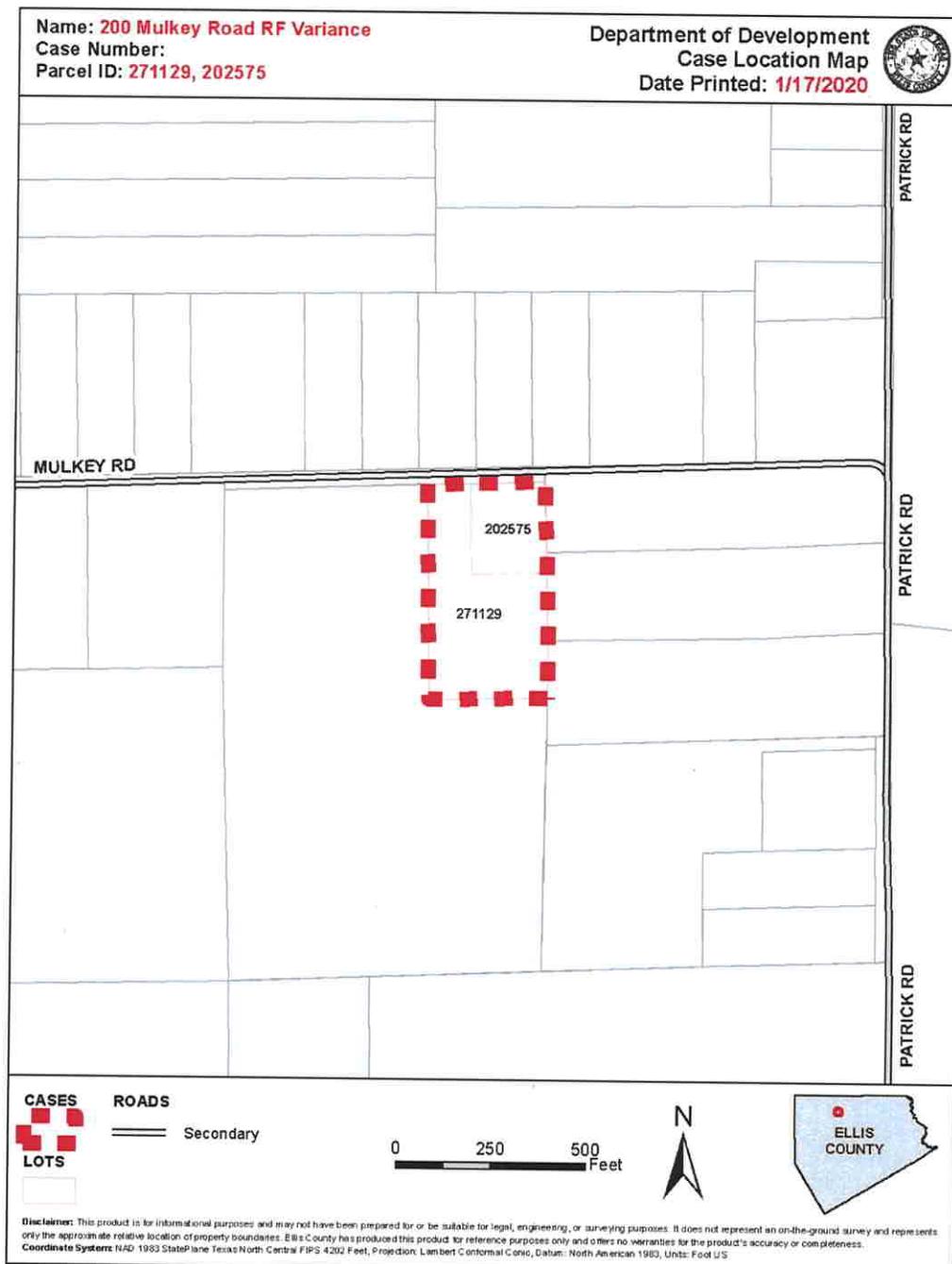


**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – Location Map



-96 868437 32.480120 Author: rebecca.charles GIS@co.ellis.tx.us Date Printed: 1/17/2020 C:\GIS\MapTemplates\Ellis County Layouts\1 DOD 000 Case Location.mxd





**AGENDA ITEM NO. 1.3**  
Ellis County Commissioners' Court  
October 19, 2021



**SHORT TITLE:**

Accept a performance bond for Oak Creek Ranch  
Parcel ID No. 179522 and 179523

**LEGAL CAPTION:**

**Discussion, consideration, & action to accept a performance bond for the proposed Oak Creek Ranch.** The property contains ± 129.014 acres of land in the J. Baker Survey, Abstract No. 40, located east the intersection of Skinner Road and FM 875, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.



**APPLICANT(S):**

TSWW Partners, LLC



**PURPOSE:**

The applicant is requesting the County accept Performance Bond No. 335770 for the construction of the **Oak Creek Ranch**. The bond amount is two million one hundred fifty-six thousand dollars (USD) (\$2,156,000.00).

The civil plans for **Oak Creek Estates**, which consists of approximately 92 lots, were approved by the County Engineer on June 11, 2021, and will commence construction of ± ten interior roads built in accordance with the County's Subdivision and Development Regulations. A final plat is forthcoming for approval once the infrastructure is completed.

The City of Midlothian approved the preliminary plat for Oak Creek Estates on October 12, 2020.



**ANALYSIS:**

Section VII (A) (2) (Performance Guarantees) of the Subdivision and Development Regulations state that prior to construction and to ensure roads, streets, signs, underground utilities, and required drainage and drainage structures are constructed in a timely manner and in accordance with the terms and specifications contained in these regulations, the developer shall file a Construction Bond.

The bond amount shall be equal to one hundred percent (100%) of any contracts, agreements, and bids for constructing roads, streets, street signs, underground utilities, required drainage structures, erosion control, and other construction.

The construction plans and performance bond submitted for **Oak Creek Ranch** Subdivision satisfy current County requirements.



**RECOMMENDATION:**

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

**Approve** this request to accept Performance Bond No. 335770 in the amount of two million one hundred fifty-six thousand dollars (USD) (\$2,156,000.00) for Oak Creek Ranch, issued by NGM Insurance Company.



**ATTACHMENTS:**

1. Copy of Performance Bond No. 335770
2. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – COPY OF PERFORMANCE BOND NO. 335770

BOND#335770

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, TSWW Partners, LLC, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge Todd Little, Ellis County Judge, or his successors in office (hereinafter called the Obligee), in the amount of **Two Million One Hundred Fifty Six Thousand & 00/100 Dollars (USD) (\$2,156,000.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That the roads and streets and drainage requirements for the subdivision known as Oak Creek Ranch per the attached cost estimates (identified as Exhibit A) shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners Court and within the time set by the Court, which is 2 years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of October, 2021.

PRINCIPAL: TSWW Partners, LLC

BY: \_\_\_\_\_  
Printed Name

SURETY: NGM Insurance Company

BY: Sheri R Allen  
Sheri R Allen, Attorney-in-Fact



ATTACHMENT NO. 2 – DRAFT ORDER

COMMISSIONERS COURT OF ELLIS COUNTY  
ORDER NO. \_\_\_\_\_

On this the 19th day of October 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 ACCEPTING PERFORMANCE BOND NO. 335770 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF TWO MILLION ONE HUNDRED FIFTY-SIX THOUSAND & 0/100 DOLLARS (USD) (\$2,156,000.00) CONTAINING ± 129.014 ACRES OF LAND IN THE J. BAKER SURVEY, ABSTRACT NO. 40, LOCATED EAST OF THE INTERSECTION OF SKINNER ROAD AND FM 875, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 4. PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas adopted the "Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on March 23, 2021, pursuant to Minute Order 195.21, hereinafter referred to as "Development Regulations"; and,

**WHEREAS**, "Development Regulations," Section VII (A) (2) (Performance Guarantees) states, "infrastructure is built according to the established regulations and any other required conditions set forth in the plat."; and,

**WHEREAS**, "Development Regulations," Section VII (B )(1) states, "Prior to construction and to ensure roads, streets, signs, and underground utilities and required drainage and drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained in these regulations,"; and,



**WHEREAS**, "Development Regulations," Section VII (C) (3) states, "The bond or irrevocable letter of credit shall be executed by a surety company authorized to do business in the state of Texas, made payable to the County Judge of Ellis County, Texas or their successor in office";

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

**SECTION 1. ACCEPTANCE OF BOND**

The Commissioners' Court finds that the proposed bond satisfies the criteria outlined in Section VII of the adopted Development Regulations apply and hereby accept Performance Bond No. 335770 issued by NGM Insurance Company in the amount of two million one hundred fifty-six thousand dollars (USD) (\$2,156,000.00) for Oak Creek Ranch, located in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 4.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 19TH DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct. No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



**AGENDA ITEM NO. 1.4**  
Ellis County Commissioners' Court  
October 19, 2021



**SHORT TITLE:**

Release a drainage maintenance bond for Ike Farms.

**LEGAL CAPTION:**

**Discussion, consideration & action to release a drainage maintenance bond for Ike Farms.**  
The property contains a total of ± 19.483 acres of land located at the southwest corner of Ike Road and FM 878, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 1.



**APPLICANT(S):**

122 IkeRd, LLC.



**PURPOSE & HISTORY:**

This agenda item is to release the current drainage maintenance bond for the Ike Farms Subdivision. The Commissioners' Court approved a final plat for this 16-lot subdivision on May 7, 2019.

The Commissioners' Court accepted the 2-year maintenance bond (\$50,000) on September 24, 2019, under Minute Order 398.19.



**ANALYSIS:**

The County inspected the drainage infrastructure within Ike Farms and confirmed that it meets current County requirements.



**RECOMMENDATION:**

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

- 1) **Approve** this request to release Maintenance Bond No. 323701 in the amount of fifty thousand dollars (\$50,000.00) for Ike Farms, issued by NGM Insurance Company.



**ATTACHMENTS:**

1. Copy of Maintenance Bond No. 323701
2. Draft Order with the Final Plat Ike Farms

**PREPARED AND SUBMITTED BY:**



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [ellispermits.com](http://ellispermits.com)



Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

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



ATTACHMENT NO. 1 – COPY OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, 122IkeRd, LLC as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Fifty thousand & no/100 Dollars (USD) (\$50,000.00), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 5th day of September, 20 19.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on this 5th day of September, 20 19 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, 16 lot Residential Development on Ike Rd, Waxahachie, TX, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 122IkeRd, LLC shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from 9/5/2019 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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

Timothy N. Cummings  
PRINCIPAL(S)

Sheri R Allen  
SURETY

Timothy N. Cummings  
PRINTED NAME

Sheri R Allen  
PRINTED NAME

Managing Member  
TITLE

Attorney-in-Fact  
TITLE



**ATTACHMENT NO. 2 – DRAFT ORDER**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 19<sup>th</sup> day of October 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  
RELEASING A DRAINAGE MAINTENANCE BOND FOR IKE FARMS, IN THE  
EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD &  
BRIDGE PRECINCT NO. 1., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT  
“A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS  
PRESENTED.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on March 23, 2021, pursuant to Minute Order 195.21, hereinafter referred to as “Development Regulations”; and,

**WHEREAS**, “Volume I –Development Standards,” Section VII (C) (7) (i) states, “At the end of the two (2) year period, the owner/developer may request to the County Commissioners’ Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners’ Court”;

**WHEREAS**, “Volume I –Development Standards,” Section VII (C) (7) (ii) states, “To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.”;

**WHEREAS**, “Volume I –Development Standards,” Section VII (C) (7) (iii) states, “The request shall contain a statement by the developer of compliance with these regulations.”

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

**SECTION 1. RELEASE OF MAINTENANCE BOND**

The Commissioners’ Court finds all infrastructure constructed in the Ike Farms Subdivision, including the drainage infrastructure related to this bond, has been built in accordance with the County’s current adopted Development



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

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

Regulations & the infrastructure has been maintained, thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

**SECTION 2. CONFLICTS.**

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

**SECTION 3. SEVERABILITY CLAUSE**

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

**SECTION 4. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 19TH DAY OF OCTOBER 2021.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct. No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No.

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk





**AGENDA ITEM NO. 1.5**  
Ellis County Commissioners' Court  
October 19, 2021



**SHORT TITLE:**

Release a maintenance bond/letter of credit for Pioneer Point Phase III & IV and accept infrastructure.

**LEGAL CAPTION:**

**Consider and act upon a request to release a maintenance bond for Pioneer Point, Phases III & IV, and accept infrastructure.** The property is located on the north side of FM 66 ± 400 feet west of Richard Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Kars Tamminga  
Pioneer Point Farms, LLC



**PURPOSE & HISTORY:**

The applicant requests releasing the current maintenance bond via a Letter of Credit No. 20366565 for Pioneer Point, Phases III & IV, and accept its infrastructure. The amount of the letter of credit is \$234,160.

The Commissioners' Court approved a final plat for this 57-lot phase of this subdivision at its meeting on January 8, 2019.

The Commissioners' Court accepted the 2-year maintenance bond/letter of credit at its meeting on June 18, 2019, under Minute Order 263.19. The amount of the maintenance bond is \$234,160.00, which is 40% of the associated construction costs. The bond guarantees that the applicant shall maintain and repair all defects due to faulty workmanship or materials, which may develop during a period of twenty-four months (24) from June 18, 2019, the date of completion for all infrastructure built in Pioneer Point, Phases III & IV, including streets, roads, and drainage structures as applicable.



**ANALYSIS:**

The infrastructure constructed during Phase III & IV of the Pioneer Point Subdivision meets current County requirements.



**RECOMMENDATION:**

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

- 1) **Approve** this request to release accept the Maintenance Bond Letter of Credit No. 20366565 in the amount of Two Hundred and Thirty-Four Thousand One Hundred and Sixty Dollars and Zero Cents (\$234,160.00).



- 2) **Accept** the infrastructure within Pioneer Point Phase III & IV to the County's public road system.

**Roads located in Pioneer Point Phase III & IV include:**

- a portion of Chariot Drive (±345.40 feet)
- Crosswind Drive (±1,724.23 feet)
- Evening Fire Drive (± 1,248.93 feet)
- Firewheel Drive (± 1,147.91 feet)
- Westward Court (± 662.61 feet)



**ATTACHMENTS:**

1. Copy of Maintenance Bond Letter of Credit No. 20366565.
2. Draft Order with the Final Plat of Pioneer Point Phase III & IV.



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager



**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – COPY OF MAINTENANCE BOND / LETTER OF CREDIT**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Letter of Credit Number: 20366565

Amount: U.S. \$ 234,160.00 (two hundred and thirty four thousand one hundred and sixty dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on June 7, 2019 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

**APPLICANT:**  
PIONEER POINT FARMS, LLC  
Entity Type: Limited Liability Company  
PO BOX 1069  
WAXAHACHIE, TX 75168

**BENEFICIARY:**  
COUNTY JUDGE OF ELLIS COUNTY TEXAS OR HIS/HER SUCCESSOR IN OFFICE  
Entity Type: Domestic Government Unit  
109 S. JACKSON ST.  
WAXAHACHIE, TX 75165

**ISSUER:**  
INTERBANK  
300 N Highway 77  
Waxahachie, TX 75165

**1. LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under InterBank Letter of Credit No. 20366565 dated June 7, 2019." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related. This Letter of Credit expires on the Expiration Date.

**2. DRAWINGS.** Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is unlimited. "Draft" means a draft drawn at sight.

**3. DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.
- C. A signed statement by Beneficiary including the following statement: Applicant has failed to perform the maintenance as required by the Ellis County Department of Development for roads, streets, street signs, underground utilities, required drainage and drainage structures for the Pioneer Point Subdivision, Phase Three and Four..

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

**4. SPECIAL INSTRUCTIONS.** IRREVOCABLE LETTER OF CREDIT NO. 20366565 ISSUED AS REPLACEMENT FOR IRREVOCABLE LETTER OF CREDIT NO. 20318121

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, Applicant and Beneficiary did on the 22nd day of August, 2018, enter into a contract with Ellis County Judge Carol Bush or her successor(s) for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches, and channels in the subdivision to the satisfaction of the Ellis County Department of Development.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Applicant shall maintain and make good all defects appearing in the work performed by Applicant due to faulty workmanship or materials, which may develop during the period of twenty four months (24) from June 7, 2019, the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect until the expiration date of June 7, 2022.

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

**5. EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:00 AM Central Time (Time) on June 7, 2022 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

**6. NON-TRANSFERABLE.** This Letter of Credit is not transferable.

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



**ATTACHMENT NO. 2 – DRAFT ORDER**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 19<sup>th</sup> day of October 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 RELEASING A MAINTENANCE BOND / LETTER OF CREDIT FOR PIONEER POINT, PHASE III AND IV, AND ACCEPTING THE INFRASTRUCTURE FOR PIONEER POINT, PHASES III AND IV, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3, WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A, ” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.**

**WHEREAS**, the Commissioners Court of Ellis County, Texas adopted the “Ellis County Growth Initiatives, Volume I – Subdivision and Development Standards on March 23, 2021, pursuant to Minute Order 195.21, hereinafter referred to as “Development Regulations”; and,

**WHEREAS**, “Volume I –Development Standards,” Section VII (C) (7) (i) states, “At the end of the two (2) year period, the owner/developer may request to the County Commissioners’ Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners’ Court”;

**WHEREAS**, “Volume I –Development Standards,” Section VII (C) (7) (ii) states, “To request a release, the owner shall present a written request to release said bond, including a notarized certificate of completion stating that all bills relating to work covered by the construction bond have been paid.”;

**WHEREAS**, “Volume I –Development Standards,” Section VII (C) (7) (iii) states, “The request shall contain a statement by the developer of compliance with these regulations.”

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

**SECTION 1. RELEASE OF MAINTENANCE BOND**

The Commissioners’ Court finds all infrastructure constructed during Phase III and IV of the Pioneer Point Subdivision has been built in accordance with the County’s current adopted Development Regulations & the

**10.19.21 Agenda Item No. 1.5**

Pioneer Point Phase III & IV Maintenance Bond / Letter of Credit Release and Infrastructure Acceptance



infrastructure has been maintained, thereby satisfying the criteria outlined in Section VII (C) (5) (6) of the adopted Development Regulations.

**SECTION 2. ACCEPTANCE OF INFRASTRUCTURE**

The Commissioners' Court accepts the roads and related infrastructure constructed in Phase III and IV of the Pioneer Point Subdivision into the County's Road System. The roads located in Pioneer Point Phase III & IV include a portion of Chariot Drive (±345.40 feet), Crosswind Drive (±1,724.23 feet), Evening Fire Drive (± 1,248.93 feet), Firewheel Drive (± 1,147.91 feet), and Westward Court (± 662.61 feet) as described within the final plat of Pioneer Point Phase III and IV as approved by Commissioners' Court on January 8, 2019.

**SECTION 3. CONFLICTS.**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 19TH DAY OF OCTOBER 2021.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct. No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No.

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk







**AGENDA ITEM NO. 1.6**  
Ellis County Commissioners' Court  
October 19, 2021



**SHORT TITLE:**

Variance for proposed Cunningham Estates (Parcel ID No. 187067 and 183334).

**LEGAL CAPTION:**

Discussion, consideration, and action for a one-time variance for the proposed Cunningham Estates (Parcel No. 187067 & 183334) from Volume III, Section II (B) (2) (Access) of the Standard Construction Details to allow up to ± 23 lots without interior access. The property contains ± 338.434 acres of land located southwest of the intersection of Old Maypearl Road and Cunningham Meadows, ± 1,870 feet south of the intersection of FM 66 and Cunningham Meadows Road, in the extra-territorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 3.



**APPLICANT(S):**

Todd Winters, P.E. – Engineering Concepts & Designs, L.P. on behalf of Reed Land Development Co.



**PURPOSE:**

**UPDATE – The Commissioners' Court tabled this request at the last meeting to allow the applicant to present alternative options with input from the adjoining citizens.**

The applicant requests to subdivide the property into 221 legal lots of record; however, he seeks a variance to allow lots to access external streets while having interior streets directly, which requires a variance. The County regulations state that all lots shall face those internal streets if a subdivision has internal streets. This regulation allows less traffic onto existing county roads, lessens the maintenance of those roads over time, and reduces traffic concerns.

At the last meeting, the applicant proposed ± 23 lots directly accessing Old Maypearl Road and Cunningham Meadows Road with ± 16 internal roads planned. After speaking with adjoining neighbors, the applicant amended the request to reduce the number of lots from 23 to nine (9) lots. All other lots have been oriented towards the interior. The requested nine (9) lots range from + 3.75 to ± 6 acres and average about ± 4.7 acres.



**HISTORY:**

No other subdivision history exists for this property.



**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. Accordingly, staff re-sent out nineteen (19) notices via regular mail on Wednesday, October 5, 2021 to satisfy this requirement. As of 10/13/2021, staff has not received any correspondence related to this request, although we have received a few phones inquiring about the nature of the request.



**ANALYSIS:**

Although staff supports this reconfigured layout with reduced drive cuts, the main question is what type of road enhancements the developer will do to improve the expected increase in traffic due to this subdivision. There are ± 12,000 linear feet of perimeter roads surrounding this proposed development. However, the widths of Old Maypearl Road and Cunningham Meadows Road are respectively ± 18 feet, 9 inches, and ± 20 feet, which is substandard when you expect a new subdivision to generate an additional 2,200 trips per day.

Staff will recommend a traffic study as s part of the conditions of approval to see what road improvements are needed to address traffic safety and mobility.

In addition, although neither Old Maypearl Road & Cunningham Meadows Road are not on the County's Thoroughfare Plan, they are both on the City of Waxahachie's Plan. The City of Waxahachie may require variances to comply with their regulations, but the city did not respond to our initial inquiry from a few weeks ago.

**RECOMMENDATION:**



Staff supports **approval** for the nine (9) lots to access Old Maypearl Road and Cunningham Meadows Road directly, as shown and lighted in Exhibit A, with the following conditions\*:

- 1) Submit civil plans and plats to match Exhibit A
- 2) The corner lot at Old Maypearl and Cunningham Meadows Road shall have its drive cut along Cunningham Meadows Road. It shall be as close to the southern property line as possible to get it far away from the intersection.
- 3) All drive cuts shall align with any existing ones across the street to avoid offset and improve traffic safety.
- 4) Submit a traffic study during the engineering plan review phase to determine if additional road improvements are needed. These improvements may include but are not limited to



turn lanes, widening existing roads, and any acceleration/deceleration lanes, etc., are required.

- 5) Approval of any other variances needed from the City of Waxahachie to meet their regulations.

*\*These conditions of approval may change up to the meeting date based on feedback and consultation with our attorney.*



- 1. Location Map
- 2. Applicant's Written Request for Variance
- 3. Exhibit Request
- 4. Pictures of Old Maypearl Road and Cunningham Meadows Road
- 5. Draft Order



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

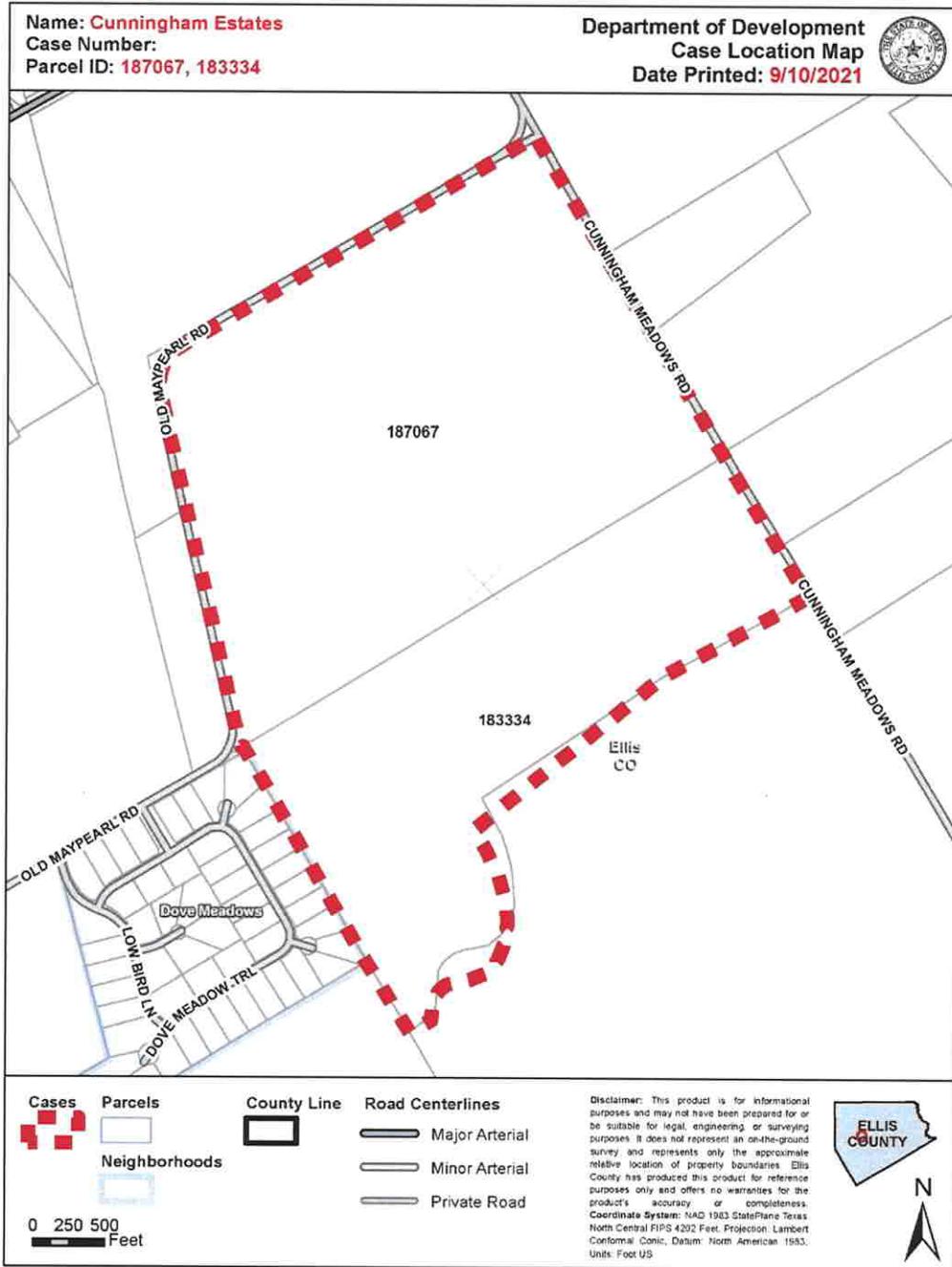


**APPROVED AND PRESENTED BY:**

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



**ATTACHMENT NO. 1 – LOCATION MAP**





ATTACHMENT NO. 2 – LETTER OF REQUEST FROM APPLICANT



201 Windco Circle, Suite 100 | tel: 972-941-8400  
Wylie, Texas 75098 | fax: 972-941-8401

September 9, 2021

Alberto Mares  
Director of Planning and Development  
Ellis County, Texas

RE: Cunningham Estates  
Exterior Lot Variance  
ECD Project #07106

Mr. Mares:

Per our earlier conversation, we are applying for a variance for the exterior frontage lots at the Cunningham Estates project at Cunningham Meadows Rd and Old Maypearl Rd., as shown on the exhibit submitted on August 30, 2021.

The developer wishes to preserve the wooded areas along the creeks as a natural buffer within the site. Crossing these creeks with streets will destroy attractive trees and other vegetation, and will require large culverts that will inevitably require maintenance and cleaning.

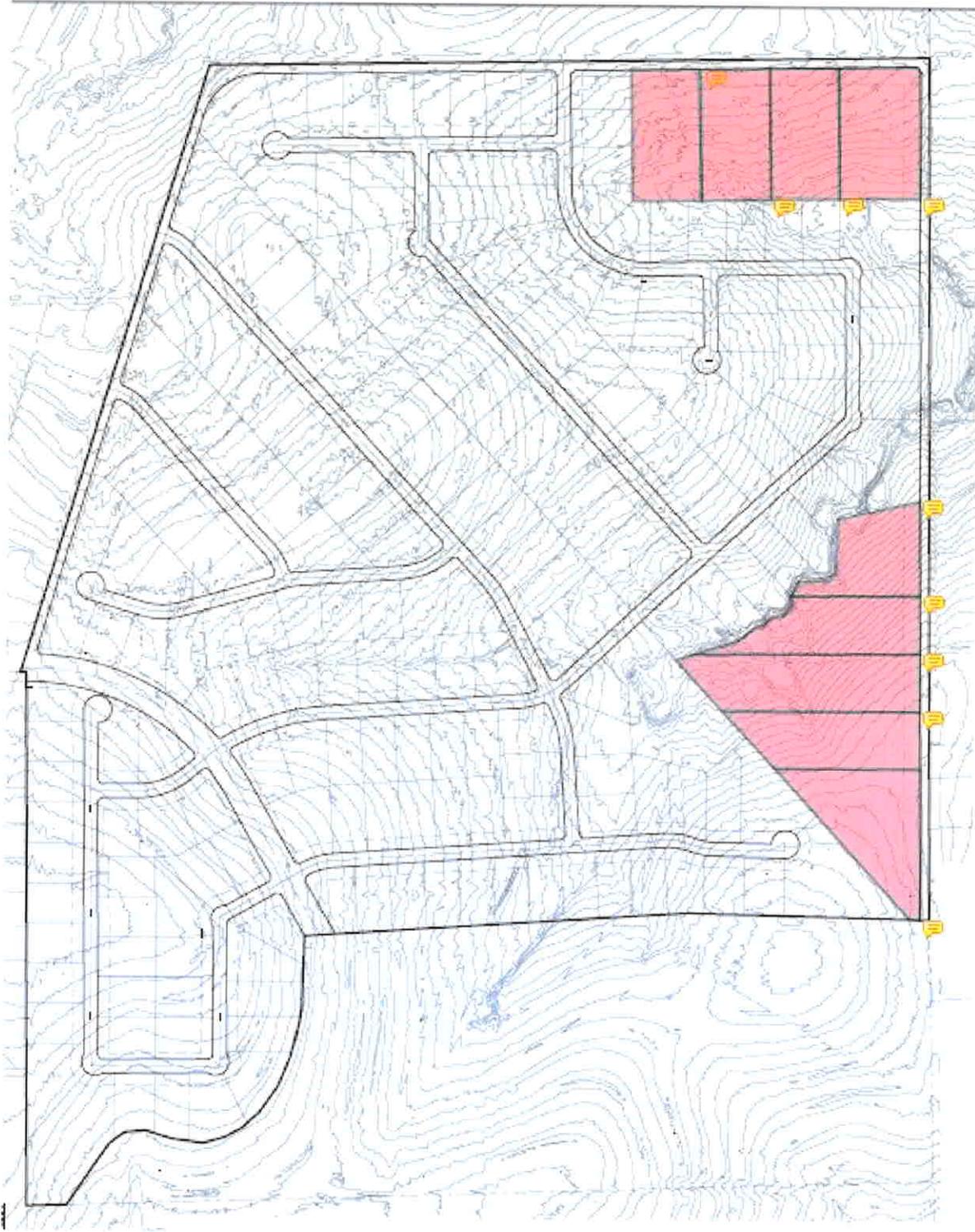
The oversize lots facing the streets are consistent with numerous other existing residential developments in the area, particularly those on the east side of Cunningham Meadows Road. The lots facing Old Maypearl Road will have shared driveways to reduce the number of connections.

Let us know if you have any questions or concerns.

Todd Winters, P.E.  
Engineering Concepts & Design, L.P.

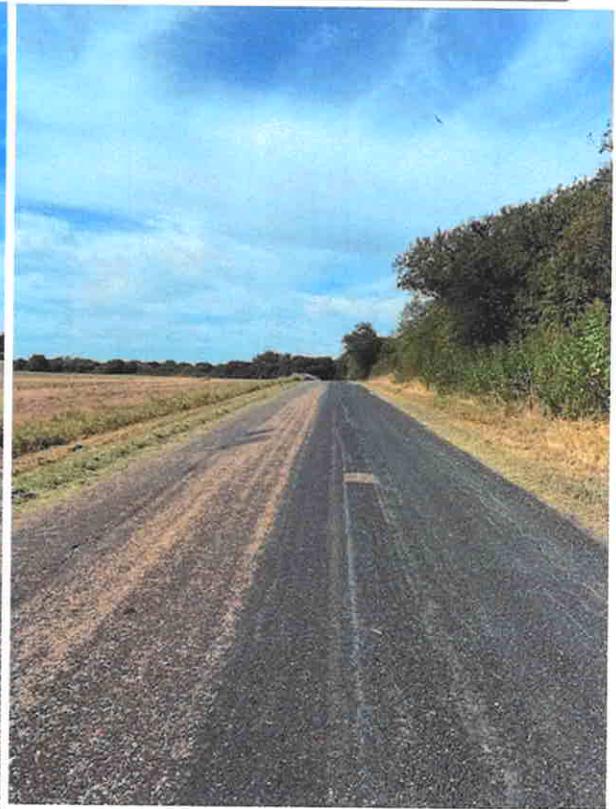


ATTACHMENT NO. 3 – EXHIBIT REQUEST



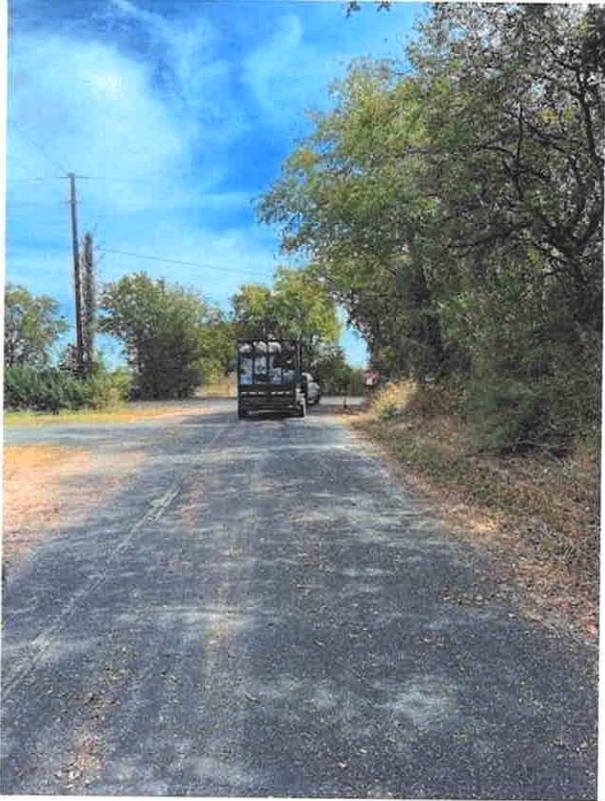
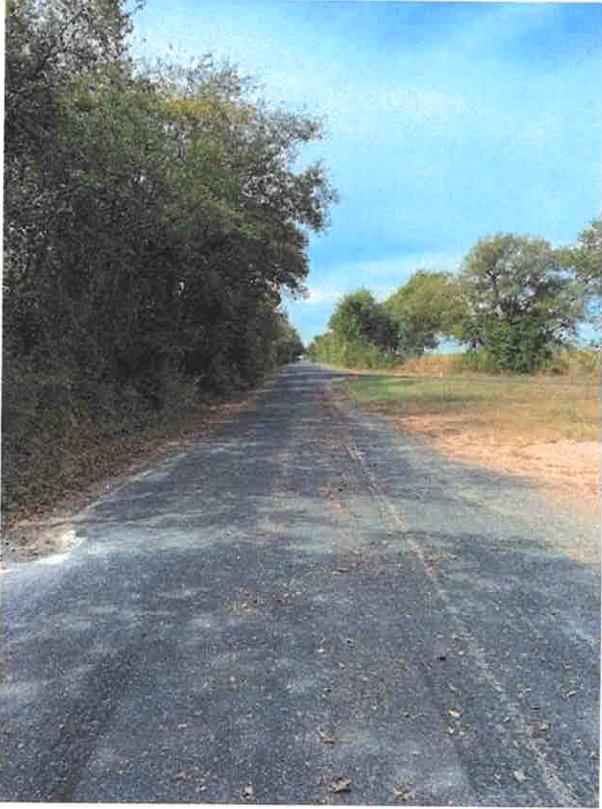


ATTACHMENT NO. 4—PICTURES OF OLD MAYPEARL ROAD AND CUNNINGHAM MEADOWS ROAD



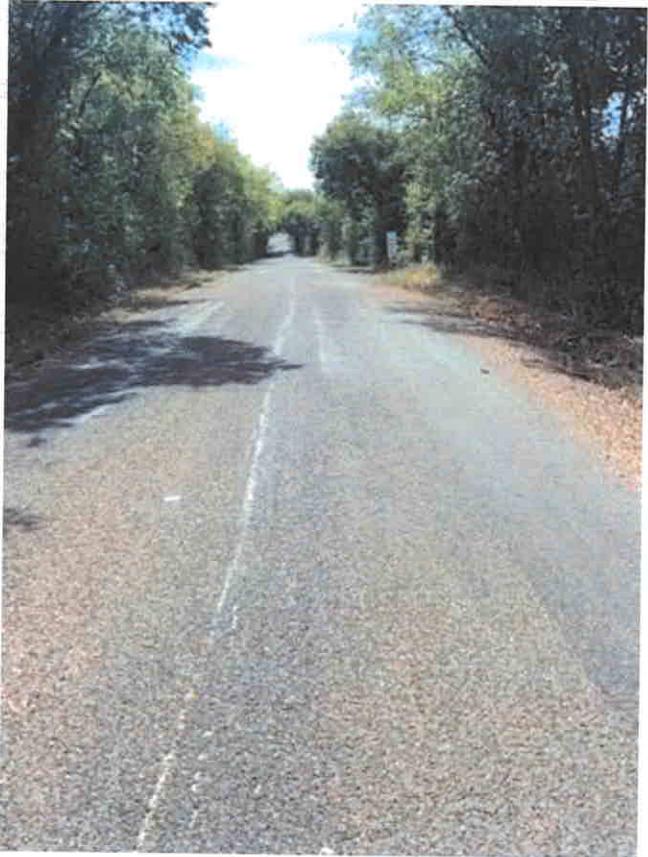


ATTACHMENT NO. 4—PICTURES OF OLD MAYPEARL ROAD AND CUNNINGHAM MEADOWS ROAD





**ATTACHMENT NO. 4—PICTURES OF OLD MAYPEARL ROAD AND CUNNINGHAM MEADOWS ROAD**





**ATTACHMENT NO. 5 – COURT ORDER**

**COMMISSIONERS COURT OF ELLIS COUNTY**  
**ORDER NO. \_\_\_\_\_**

On this the 19th day of October 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 PROPOSED CUNNINGHAM ESTATES PARCEL NO. 187067 AND 183334 FROM VOLUME III, SECTION II (B) (2) (ACCESS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS TO ALLOW UP TO NINE (9) LOTS ALONG CUNNINGHAM MEADOWS & OLD MAYPEARL ROAD WITHOUT MEETING THE MINIMUM ACCESS REQUIREMENT, AS SHOWN IN EXHIBIT A. THE PROPERTY CONTAINS ± 338.434 ACRES OF LAND LOCATED SOUTHWEST OF THE INTERSECTION OF OLD MAYPEARL ROAD AND CUNNINGHAM MEADOWS, ± 1,870 FEET SOUTH OF THE INTERSECTION OF FM 66 AND CUNNINGHAM MEADOWS ROAD, IN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3, 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 III (Standard Construction Details), Section II (B) (2) of the County's development regulations to allow nine (9) lots to directly access Old Maypearl Road and Cunningham Meadows Road, as shown and highlighted in Exhibit A, with the following conditions:

- 1) Submit civil plans and plats to match Exhibit A
- 2) The corner lot at Old Maypearl and Cunningham Meadows Road shall have its drive cut along Cunningham Meadows Road. It shall be as close to the southern property line as possible to get it far away from the intersection.
- 3) All drive cuts shall align with any existing ones across the street to avoid offset and improve traffic safety.
- 4) Submit a traffic study during the engineering plan review phase to determine if additional road improvements are needed. These improvements may include but are not limited to turn lanes, widening existing roads, and any acceleration/deceleration lanes, etc., are required.
- 5) Approval of any other variances needed from the City of Waxahachie to meet their regulations.

**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.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [ellispermits.com](http://ellispermits.com)

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 19TH DAY OF OCTOBER, 2021.**

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Commissioner Randy Stinson, Precinct No. 1

\_\_\_\_\_  
Commissioner Lane Grayson, Precinct No. 2

\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

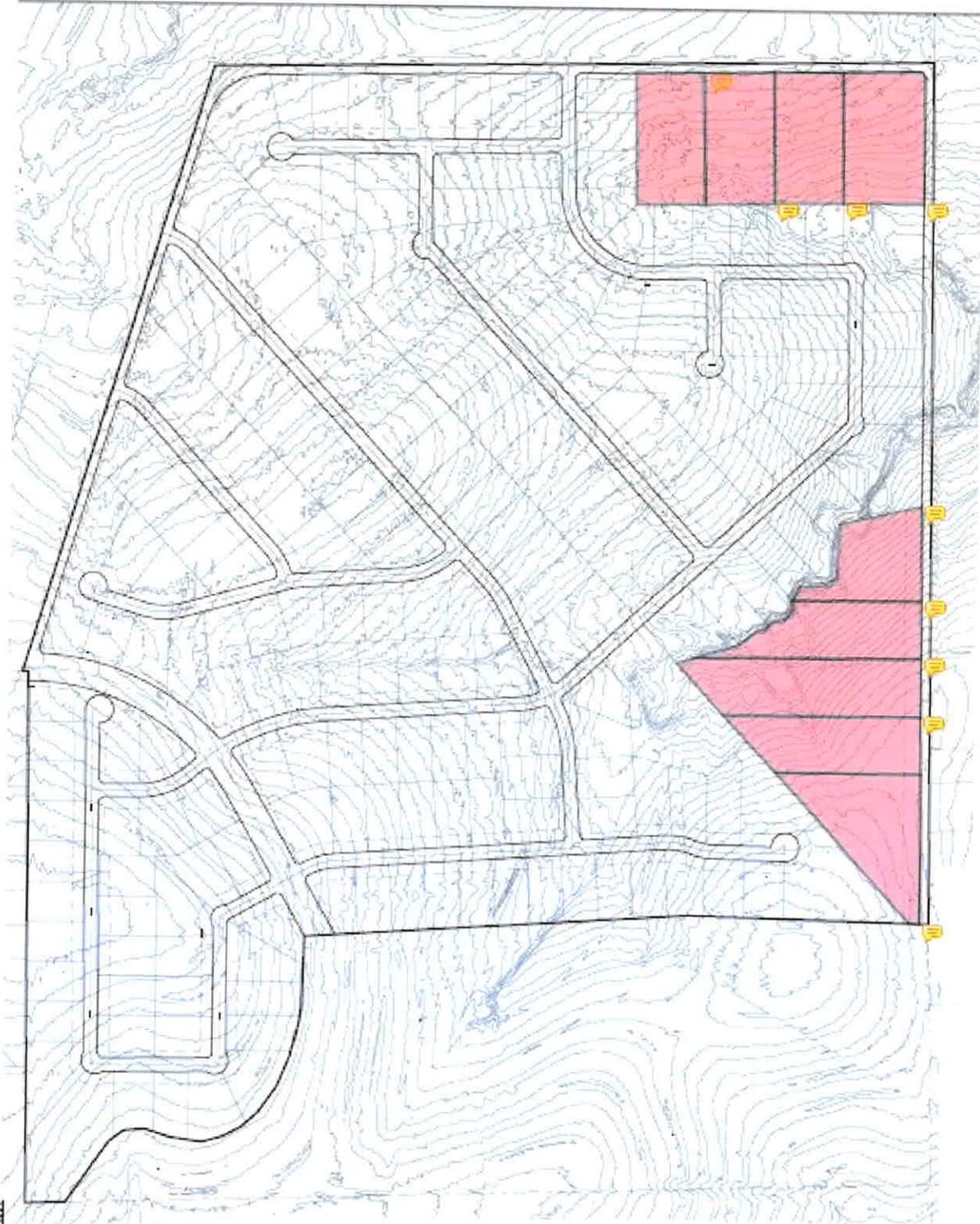
\_\_\_\_\_  
Commissioner Kyle Butler, Precinct No. 4

**ATTEST:**

\_\_\_\_\_  
Krystal Valdez, County Clerk



EXHIBIT A – VARIANCE EXHIBIT





**AGENDA ITEM NO. 1.7**  
Ellis County Commissioners' Court  
October 5, 2021



**SHORT TITLE:**

Keathly Addition  
Parcel ID No. 177762

**LEGAL CAPTION:**

**Discussion, consideration & action on a plat of Keathly Addition.** The property contains ± 5.243 acres of land in the Raphael De La Pena Survey, Abstract No. 3, located on the north side of Alsdorf Road, ± 2,475 feet west of the intersection of Union Hill Road and Alsdorf Road, Ennis, Road & Bridge Precinct No. 1.



**APPLICANT:**

Lawrence & Cheryl Nizio



**PURPOSE:**

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



**HISTORY:**

No other subdivision history exists for this property. This plat appeared on the October 5<sup>th</sup> agenda, but no action was taken due to staff deeming it an incomplete application due to missing documentation.



**OTHER RELEVANT INFORMATION:**

**Thoroughfare Plan:**

This plat dedicates 30 feet of right-of-way for Alsdorf Road, satisfying the County's minimum requirement.

**Water Provider:**

On September 2, 2021, Rice Water Supply confirmed service availability for Keathly Addition via a 2 - inch line along Alsdorf Road.



**ANALYSIS:**

Upon reviewing the proposed plat of Keathly Addition, staff confirms that this plat application meets the County's current subdivision regulations.



**RECOMMENDATION:**

Staff recommends approval of this plat, as presented.



**DEPARTMENT OF DEVELOPMENT**  
**Ellis County**

✉: [dod@co.ellis.tx.us](mailto:dod@co.ellis.tx.us)  
☎: 972-825-5200  
🌐: [ellispermits.com](http://ellispermits.com)



**PREPARED AND SUBMITTED BY:**

Sara Garcia  
Development Process Manager

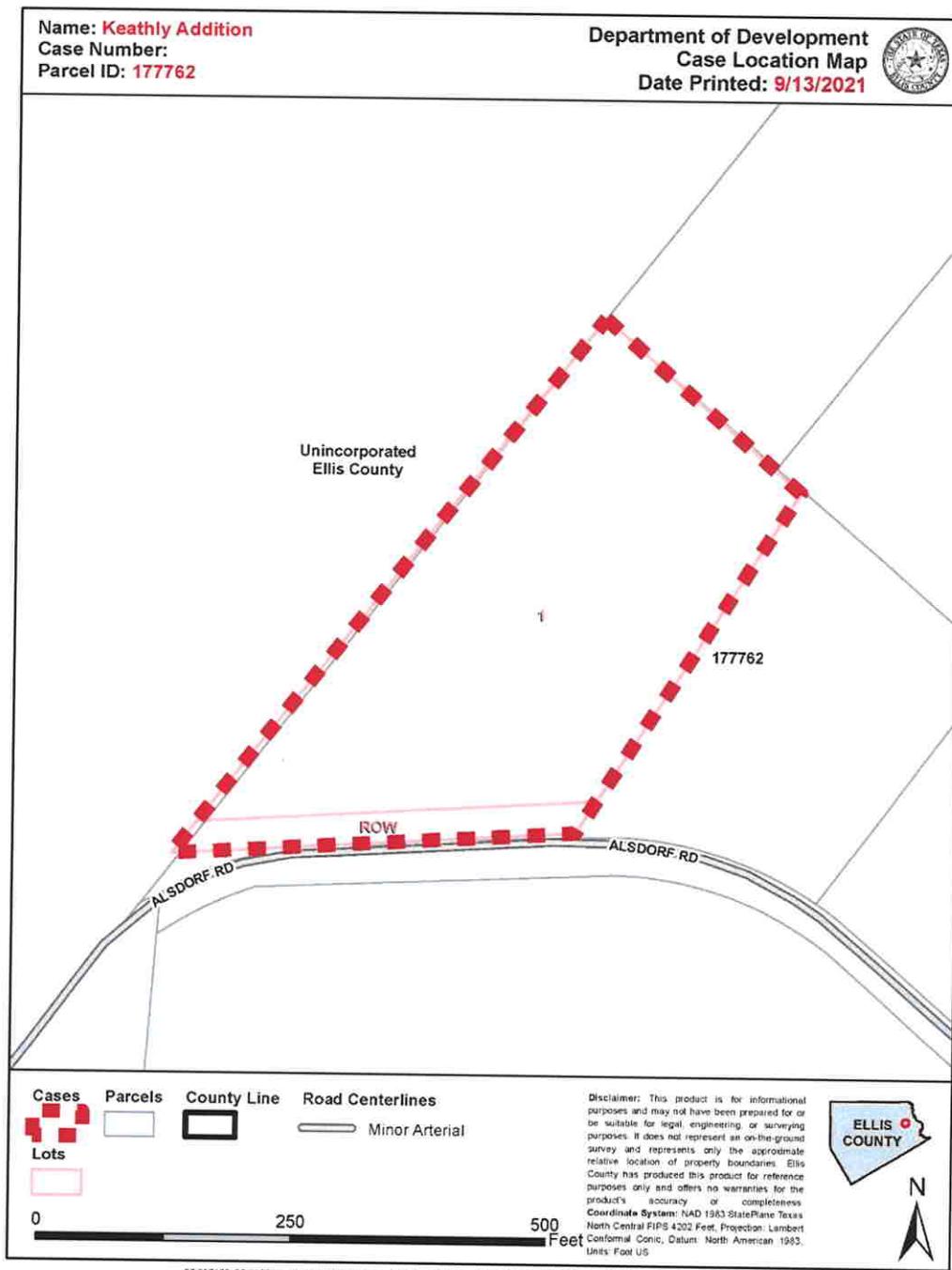


**APPROVED AND PRESENTED BY:**

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



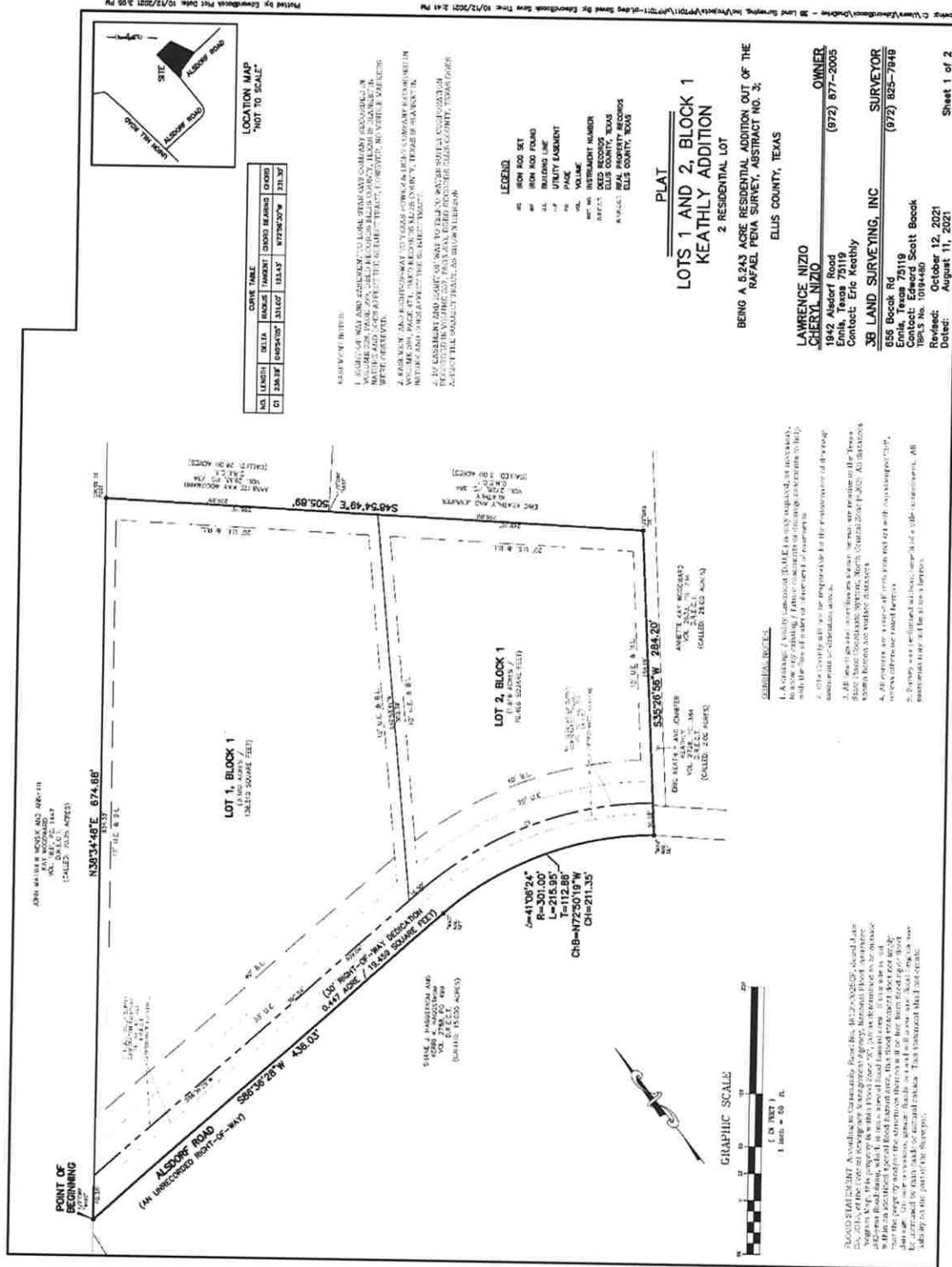
ATTACHMENT NO. 1 – Location Map



-96.557189 32.416741 Author: nikk.magnis GIS@co.ellis.tx.us Date Printed: 9/13/2021 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd



ATTACHMENT NO. 2 – Plat



PA  
2.1

# 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 2<sup>nd</sup> 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: October 5, 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: October 19, 2021

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

Discussion, consideration and approval to purchase a 2021 F600/F650 for Commissioner Precinct 1 in an amount of \$130,377.00 using Buy Board Contract # 301-19 with Cavender Grande.

\*  
\_\_\_\_\_  
County Attorney Approval



**Cavender**  
GRANDE



ELLIS COUNTY TEXAS

101 W. MAIN STREET STE 102

WAXAHACHIE, TX 75165

BUY BOARD CONTRACT NO. 301-19

CAVENDER GRANDE FORD

2021 F650 WITH BODY & OPTIONS.....133,377.00

2021 F600 DISCOUNT.....(3000.00)

TOTAL.....130,377.00.....DELIVERED TO WAXAHACHIE, TX

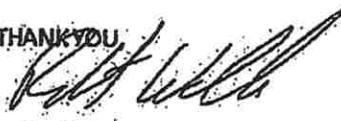
VIN# 1FDFF6LT8MDA15566

KNAPHEIDE BODY SERIAL# 758375

STELLAR 7630 CRANE SERIAL# GHJ21F1656

K40 PISTON COMPRESSOR SERIAL# 128891

THANK YOU

  
Robert Walker

Cavender Grande Ford

210-262-1802

PA  
2.2

# 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 2<sup>nd</sup> 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: October 13, 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 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: October 19, 2021

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

Discussion, consideration and approval to purchase furniture and installation services, due to water damage, for the Sheriff's Office, from Oak Cliff Office Products using the TIPS Cooperative Contract Number 200301 for \$60,281.10.

\*  
\_\_\_\_\_  
County Attorney Approval





## Ellis County Sheriff

### Office Furniture Quote - Global TIPS Contract 200301 - Final

10/8/2021

Mfg	Part Number	Part Description	Qty	List	TIPS Sell Price	Ext TIPS Sell Price
		<b>Rooms 101,105,CSI,114</b>				
GLB	PN3066DM	30"d x 66"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	4	\$1,228.00	\$515.76	\$2,063.04
GLB	PN2448FML	24"d x 48"w x 29"h, Left, Flush Return w/ Metal Open Frame (LT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	4	\$680.00	\$285.60	\$1,142.40
GLB	Z24M6ER	20"d x 24"w x 65.5"h, Personal Towers, Right w/Doors, 2 File Drawers on Bottom, ZIRA	4	\$1,678.00	\$704.76	\$2,819.04
GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	4	\$1,065.00	\$447.30	\$1,789.20
		<b>Room 102</b>				
GLB	Z2448FB	24"d x 48"w x 29.5"h, Bridges, Grommet in worksurface, ZIRA	1	\$700.00	\$294.00	\$294.00
GLB	Z2472CS2R	24"d x 72"w x 29.5"h, Full to floor Single Pedestal Credenza with F/F on the Right, Locks, ZIRA	1	\$1,591.00	\$668.22	\$668.22
GLB	Z3072F3L	29.69"d x 72"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right, Hutches Cannot be Used on Desk, ZIRA	1	\$1,975.00	\$829.50	\$829.50
GLB	Z72S42H	15"d x 72"w x 41.9"h, Closed Hutches w/Doors and 1 Fixed Shelf + Fixed Shelf Divider, ZIRA	1	\$1,353.00	\$568.26	\$568.26
GLB	ZTB7021	70"w x 21"h, Tackboards for Hutches, For Use on Z72S42H, Z72S42HN, Z72S55H and Z72S55HN, Includes Mounting and Screws, ZIRA	1	\$488.00	\$204.96	\$204.96
GLB	ZHBC72	12"d x 36"w x 71.9"h, Bookcase w/ 1 Fixed and 3 Adjustable Shelves, ZIRA	1	\$911.00	\$382.62	\$382.62



GLB	PN3072DM	30"d x 72"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	1	\$1,270.00	\$533.40	\$533.40
GLB	PN2448FML	24"d x 48"w x 29"h, Left, Flush Return w/ Metal Open Frame (LT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	1	\$680.00	\$285.60	\$285.60
GLB	Z24L6ER	24"d x 24"w x 65.5"h, Personal Towers, Right w/Doors, 2 File Drawers on Bottom, ZIRA	1	\$1,796.00	\$754.32	\$754.32
GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	1	\$1,065.00	\$447.30	\$447.30
GLB	ZMPBF19	19"d x 16"w x 22"h, Pedestals, Mobile w/Box/File Drawers, ZIRA	1	\$964.00	\$404.88	\$404.88
		<b>Rooms 108,110,111</b>				
GLB	PN3066DM	30"d x 66"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	6	\$1,228.00	\$515.76	\$3,094.56
GLB	PN2442FMR	24"d x 42"w x 29"h, Right, Flush Return w/ Metal Open Frame Leg (RT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	3	\$680.00	\$285.60	\$856.80
GLB	PN2442FML	24"d x 42"w x 29"h, Left, Flush Return w/ Metal Open Frame (LT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	3	\$680.00	\$285.60	\$856.80
GLB	Z24M6ER	20"d x 24"w x 65.5"h, Personal Towers, Right w/Doors, 2 File Drawers on Bottom, ZIRA	3	\$1,678.00	\$704.76	\$2,114.28
GLB	Z24M6EL	20"d x 24"w x 65.5"h, Personal Towers, Left w/Doors, 2 File Drawers on Bottom, ZIRA	3	\$1,678.00	\$704.76	\$2,114.28
GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	6	\$1,065.00	\$447.30	\$2,683.80
		<b>Room 109</b>				
GLB	PN2466DM	24"d x 66"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	4	\$1,178.00	\$494.76	\$1,979.04

GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	4	\$1,065.00	\$447.30	\$1,789.20
					\$0.00	\$0.00
		<b>Warrants</b>			\$0.00	\$0.00
GLB	PN2466DM	24"d x 66"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	6	\$1,178.00	\$494.76	\$2,968.56
GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	6	\$1,065.00	\$447.30	\$2,683.80
		<b>Room 112</b>				
GLB	PN2442FMR	24"d x 42"w x 29"h, Right, Flush Return w/ Metal Open Frame Leg (RT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	1	\$680.00	\$285.60	\$285.60
GLB	PN2442FML	24"d x 42"w x 29"h, Left, Flush Return w/ Metal Open Frame (LT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	1	\$680.00	\$285.60	\$285.60
GLB	PN3066DM	30"d x 66"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	2	\$1,228.00	\$515.76	\$1,031.52
GLB	Z24M6EL	20"d x 24"w x 65.5"h, Personal Towers, Left w/Doors, 2 File Drawers on Bottom, ZIRA	1	\$1,678.00	\$704.76	\$704.76
GLB	Z24M6ER	20"d x 24"w x 65.5"h, Personal Towers, Right w/Doors, 2 File Drawers on Bottom, ZIRA	1	\$1,678.00	\$704.76	\$704.76
GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	2	\$1,065.00	\$447.30	\$894.60
		<b>Room 113</b>				
GLB	PN3060DM	30"d x 60"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON	2	\$1,190.00	\$499.80	\$999.60
GLB	PN2442FML	24"d x 42"w x 29"h, Left, Flush Return w/ Metal Open Frame (LT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	1	\$680.00	\$285.60	\$285.60

GLB	PN2442FMR	24"d x 42"w x 29"h, Right, Flush Return w/ Metal Open Frame Leg (RT), Std w/ Support Channel, Use w/ F/S Desk w/ Metal Open Frame Leg, BookShelf w/ Metal Open Frame Leg and 29"h Credenza's, PRINCETON	1	\$680.00	\$285.60	\$285.60
GLB	Z24M6EL	20"d x 24"w x 65.5"h, Personal Towers, Left w/Doors, 2 File Drawers on Bottom, ZIRA	1	\$1,678.00	\$704.76	\$704.76
GLB	Z24M6ER	20"d x 24"w x 65.5"h, Personal Towers, Right w/Doors, 2 File Drawers on Bottom, ZIRA	1	\$1,678.00	\$704.76	\$704.76
GLB	ZMPBBF19	19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA	2	\$1,065.00	\$447.30	\$894.60
		<b>Conference Table</b>				
GLB	Z48120REE	48x120 Rectangular Shape, 2 Piece Top, 3 Bases w/ wire access doors, Zira Conference Table	1	\$4,192.00	\$1,760.64	\$1,760.64
						\$50,465.94
GLB	Surcharge	5.5% Cost of Goods Surcharge	1			\$2,575.16
					<b>GLB TIPS Total</b>	\$53,041.10
OCO	Installation	Assembly, Installation and Trash Removal	1			\$7,240.00
					<b>Grand Total</b>	<b>\$60,281.10</b>

PA  
2.3

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: October 14, 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 201, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: October 19, 2021

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

Discussion, consideration and approval for remodeling services of the Sheriff's administrative offices due to water damage from Lookup Properties, Inc. using the Fort Worth Bid No. 13P-16-0161 "Remodeling Services BB PMD" pursuant to Section 271.102 of the Local Government Code; City of Fort Worth interlocal agreement with Ellis County, MO# 280.11 for \$236,759.39.

\*  
\_\_\_\_\_  
County Attorney Approval



## Leeanne Bridges

---

**From:** EJ Harbin <ej.harbin@co.ellis.tx.us>  
**Sent:** Thursday, October 14, 2021 11:44 AM  
**To:** Leeanne Bridges  
**Cc:** Robert Ricks; Erik Test  
**Subject:** AGENDA LINE ITEM INCLUSION ON AGENDA REQUESTS

**Importance:** High

Hello Leeanne,

I submitted the second AR for the water damage repair but did not have the account name to add at that time. We are going to meet with Robert to get the account name so we can provide it for inclusion in the two ARs.

We will work with you to add it at the end of the sentence following the project amounts, "\$....,.... using \_\_\_\_\_ Line Item".

Hope this makes sense,  
E.J. Harbin, MPA, CPPO  
Purchasing Agent  
Ellis County  
The Historic Courthouse  
101 W. Main Street, Ste 201  
Waxahachie, TX 75165  
Phone: 972.825.5117  
Fax: 972.825.5119  
Email: [ej.harbin@co.ellis.tx.us](mailto:ej.harbin@co.ellis.tx.us)



# LookUp Construction Services

a division of LookUp Properties Inc

817-295-0823

www.LookupConstructionServices.com

Russell@LookupConstructionServices.com

Estimate



## Customer Information

Ellis County  
101 W. Main St #203  
Waxahachie, TX 75165

Date	Estimate No.
10/05/21	2748
Project	
Sherrif Office Flood Repairs	

Description	Quantity	Cost	Total
Job Location: Ellis County Sheriffs Office	3,775	0.70	2,642.50
1) Demo Vinyl LVT			
Demo VCT	6,845	2.20	15,059.00
Demo Sheetrock	7,075	0.59	4,174.25
Office Furniture Manipulation	22	325.00	7,150.00
Debris Haul off	4	425.00	1,700.00
Electrical - 1 Ballast, Floor pull, wire test and replacement	1	1,250.00	1,250.00
HVAC Duct Repair from Water	1	375.00	375.00
Replace 8' of upper cabinets and lowers to match. Install new laminate countertop and, sink	1	5,379.00	5,379.00
Remove and re-install toilet	2	375.00	750.00
Plumbing cabinet water conections	1	175.00	175.00
Install new 5/8" firerated sheetrock throughout	7,075	2.05	14,503.75
Float all walls, tape, bed and finish	19,220	2.05	39,401.00
Paint all walls with color of customers choice	19,220	2.15	41,323.00
Prepare floors to excetp new floors/ float as needed	6,845	0.75	5,133.75
Material cost for new 20 Mil LVT flooring(10% waste included)	7,560	3.05	23,058.00
Labor install for Intalling LVT	6,845	2.00	13,690.00
Install new Rubber Cove Base	2,750	3.42	9,405.00
Install spray foam as needed	270	3.75	1,012.50
Install new Bat Insulation	775	1.25	968.75
Material cost for Adhesive for Vinyl	99	14.00	1,386.00
Remove and replace 2 wall mounted Vanity sinks	2	300.00	600.00
10/10 for GC overhead and profit/P&P Bond	1	44,722.89	44,722.89
Repair Door frames where bottoms of frames were sitting in water.	1	1,150.00	1,150.00
Paint cabinetry with color of customers choice	1	1,750.00	1,750.00
<b>Total</b>			<b>\$236,759.39</b>

# COMMISSIONERS COURT AGENDA REQUEST

PA  
2.4

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 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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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: October 14, 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: **October 19, 2021**

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

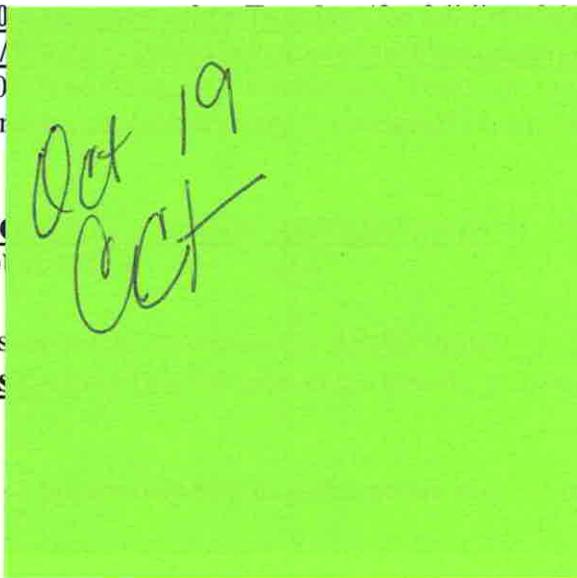
Authorization to advertise and solicit for Request for Statement of Qualifications (RFSQ) for Selection of a Medical Doctor with Staff to Administer Monoclonal Antibodies.

\* \_\_\_\_\_  
County Attorney Approval

CA  
3.1

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at 2:00 p.m. on the second Wednesday of each month. For more information, please visit <http://co.ellis.tx.us/DocumentCenter/View/Document-1234567890> (Court-Schedule). The Commissioners Court is located at 1000 North Main Street, 2nd floor of the Historic Courthouse. Special sessions may convene at other times and locations throughout the County.



**PLEASE INCLUDE AN EXTRA ORIGINAL FOR COMMISSIONERS COURT AGENDA. WE REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR RECORDS.**

The **deadline** for submitting an agenda request with the supporting documents is **the Wednesday immediately preceding Commissioners Court**. Requests submitted after this deadline will be considered for the next meeting of the agenda.

**If you are not representing an organization, board, elected official, or other entity, the request must be filed through your respective Commissioner.**

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**Please fill out this form completely:**

DATE: 10.19.2021 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Janet S. Martin

PHONE: 9728255122 FAX: 9728255124

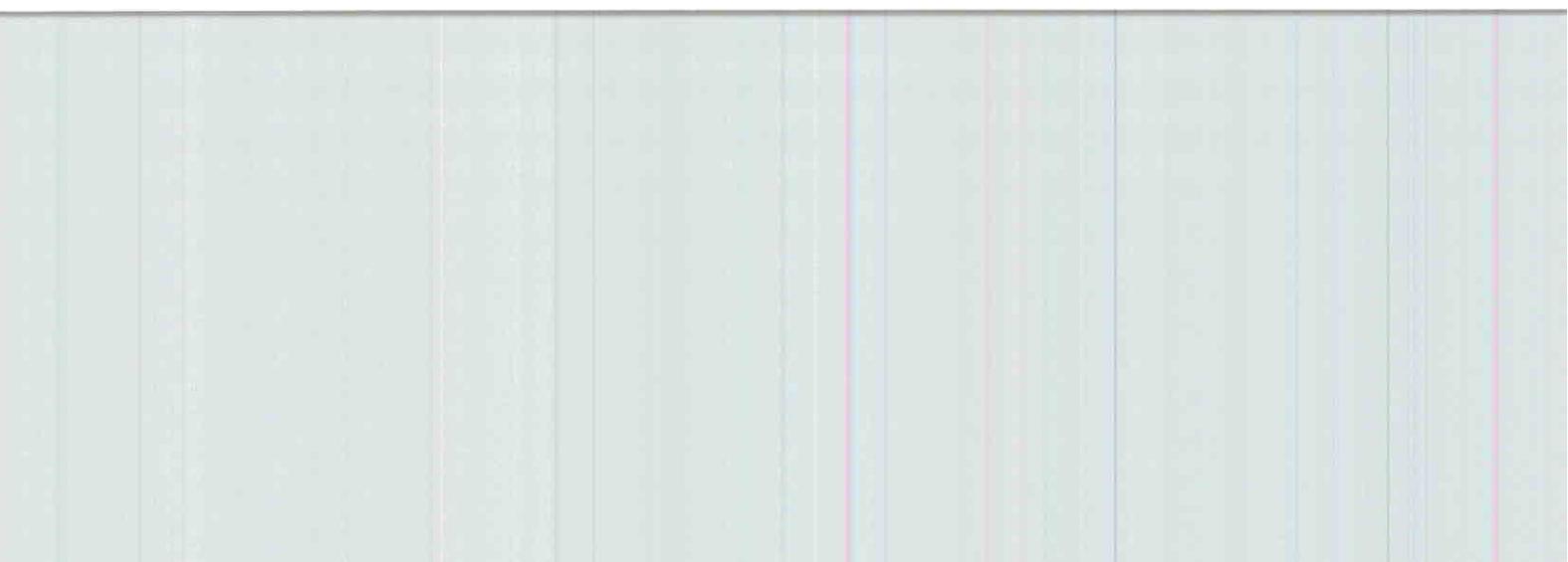
DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W. Main

PREFERRED DATE TO BE PLACED ON AGENDA: 10.19.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Consider and approve payment to the Texas County and District Retirement System (TCDRS) in the amount of \$300,000 to pay down the Ellis County liability. Payment to come from General Fund and was included in the FY2022 Ellis County Budget.

\*  
County Attorney Approval





# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2022

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2022 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-570000	CONTINGENCY - SURPLUS	\$ 40,000.00
	<b>TOTAL:</b>	\$ 40,000.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
005-0703-505020	SALARIES - FULL TIME	\$ 40,000.00
	<b>TOTAL:</b>	\$ 40,000.00

*Janet S. Martin, CPA, CFE* 10/14/2021

Signature

Date

County Auditor

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: \_\_\_\_\_



RA  
3.2

# 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 2<sup>nd</sup> 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: October 13, 2021 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Dr. Donald Kelm

PHONE: 972-825-3336 (Mark Arnold) FAX: 972-825-5184

DEPARTMENT OR ASSOCIATION: Texas A&M AgriLife Extension Service

ADDRESS: 701 S. I-35 E., Waxahachie 75165

PREFERRED DATE TO BE PLACED ON AGENDA: October 19, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Annual program interruption from Dr. Donald Kelm, District Extension Administration, District 8.  
Texas A&M AgriLife Extension Service, Ellis County, Mark Arnold.

\*  
\_\_\_\_\_  
County Attorney Approval





July 6, 2021

The Honorable Todd Little  
County Judge, Ellis County  
101 W Main St  
Waxahachie TX 75165

Dear Judge Little,

On behalf of those we serve, we want you to know that the county's support has made a significant difference in Ellis County. Every day we strive to be good stewards of the funding we receive to support our mission to serve our community's homebound seniors and disabled persons remain independent and healthy in their homes. Our all-inclusive meal service includes a healthy nutritious meal, a friendly visit, and wellness check.

We need your help to keep seniors fed and safely living in their homes. We are requesting a gift of \$60,000 to serve and effectively care for them.

For 45 years Meals on Wheels has proudly served a host of senior adults by supporting:

**Our Mission:** Ending hunger and isolation. Delivering dignity and independence.

**Our Vision:** Committed to the wellbeing of our communities by *servicing the children of yesterday*<sup>SM</sup>.

Founded by a small group of volunteers in 1976, we began serving within the Johnson County community in 1977. We have grown our community's reach in serving seniors throughout Johnson, Ellis, and Navarro counties – this reach expanded our service area to 2,772 square miles.

The cost of providing and delivering a weekday meal is approximately \$8.00. This equates to \$2,080 for a year of service or \$40 per week. These costs are kept to a minimum low due to the help of volunteers that deliver on a daily basis. Meal costs continue to increase and the only saving grace of help is funders like you to help absorb price increases.

Enclosed is the FY2020 Impact Sheet data providing a good overview of past year's efforts. Note 38% of our clients are aged 80 and above. We are thankful to be able to aid our seniors to remain in their home where they want to be as long as possible.

Although the success of our program can be validated by statistics, the bigger story is the impact on the lives of those we serve each day. Meals on Wheels North Central Texas client satisfaction surveys are conducted annually reporting:

- 94% feel our meals help them eat healthier
- 95% feel our programs helps them stay in their home
- 97% feel our program helps their overall health

And 100% need Meals on Wheels services in order to stay in their home where they want to be.

With the onset of the COVID-19 pandemic the organization enacted the emergency preparedness plan mid-March 2020. The focus immediately turned to:

- Ensuring the safety and provision of meals to our senior clients including delivery of shelf-stable meals along with regular meals.
- Development of new safety protocols to minimize health risks and exposure to senior clients and volunteers.
- Redirection of fundraising efforts for emergency funding and general operations to continue program services was paramount. The Payroll Protection Program (PPP) Loan was granted and a major relief.

Between COVID-19 pandemic and most recently the wintry storms brought freezing temperatures and rolling power outages. Our seniors went without home-delivered meal service for seven (7) days. Many experienced loss of power and water, pipe bursts, and running out of food and basic necessities. For the Meals on Wheels staff that had electrical power we conducted daily wellness checks to ensure the safety of all especially our high risk seniors. Some staff without electrical power sat in their automobile to keep warm with mobile phone charging while calling our clients. As incidents occurred we relied on nearby police and fire department, and sheriff offices to help conduct welfare checks and render aid.



Ms. Julia joined our Meals on Wheels family in 2019 when she realized she needed the healthy meals. She always greets us at the door with a smile and great joy!

When COVID-19 began, Ms. Julia quickly began sewing masks for friends, Meals on Wheels drivers, and other senior adult clients in her community. She even encouraged her brother to sign up for meals.

Julia and her brother both have companion pets, whom have received pet food as part of our AniMeals program.

When our staff was delivering last year, they quickly learned she was a gem! With permission we took her picture and companion pet. She was so excited to be featured in our newsletter and social media campaigns this past holiday exclaiming, "I love and appreciate Meals on Wheels and am so glad to help in any way I can."

During the wintry storms a staff member discovered during a wellness check call that Ms. Julia had been without electricity since 1:00 am. She's oxygen dependent and 83 years old. We assured Ms. Julia we would get her help as soon as possible. Multiple attempts were made in trying to reach someone at the local Police Department. Between the client services director and executive director telephoning throughout the day and evening offering assurance to her that we were doing our best to get some assistance. It was frustrating, to say the least, as we were all iced in and unable to drive on the roads.

About mid-afternoon we finally reached someone at the volunteer fire department and spoke to a young man that immediately took action and went to Ms. Julia's home. They fixed her up with a generator, portable heater, and assisted with charging her mobile phone. Another person from the Volunteer Fire Department (VFD) lives across the way and

committed to make sure gasoline stayed in the generator until the weather passes. He was her hero!

And then the challenge of securing enough gasoline to keep the generator operating became a challenge. The VFD then transported Ms. Julia to a nearby warming shelter where she stayed warm, well fed, and comfortable with her companion pet.

And that is Meals on Wheels North Central Texas in action. We care and love our seniors!

Thanks to supporters like you, our local, homebound residents are able to continue to remain independent in their own homes and receive nourishment of body and spirit from our caring volunteers. With a grant of \$60,000 we will continue to provide support and be the lifeline for our county's most vulnerable senior adults.

Should you need any additional information or have any questions, please do not hesitate to contact me. Thank you for consideration of this request.

Sincerely,



Christine Hockin-Boyd  
Executive Director

Enclosure



TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2022

A resolution of the County of Ellis (County) Texas certifying that the county has made a grant to Meals on Wheels North Central Texas Inc (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes Christine Hockin-Boyd, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ to be used between the:

1st of October 2021 and the 30 of September 20 22

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this day of Month, 2021

Signature of Authorized Official of the County

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County. Updated June 2021

RA  
3.4

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 10/08/21 SUPPORTING DOCUMENT(S) ATTACHED?  (Y)  (N)

NAME: Sheriff Brad Norman

PHONE: (972) 825-4901 FAX: (972) 825-4927

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 10/12/21

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

Guardian Tracking (Acadis) was approved in the FY 2021-2022 budget. This product is currently being utilized by the Sheriff's Office Dispatch Division. This request is for the approval of Sheriff Brad Norman to sign the expanded subscription document which includes the entire agency.

Approved by legal

\*  
\_\_\_\_\_  
County Attorney Approval





Address PO Box 2291  
Anderson, Indiana 46018  
United States

Prepared By Tyler Danielson  
Email tyler.danielson@envisagenow.com

Prepared For

Account Name Ellis County Sheriff's Office, TX  
Created Date 10/5/2021  
Expiration Date 10/20/2021

Bill To 300 S. Jackson Street  
Waxahachie, Texas 75165  
United States  
Quote Number 00000883

Product	Line Item Description	Sales Price	Discount	Total Price
New Subscription for Guardian Tracking -- Employee Performance Management Software		USD 6,247.00		USD 6,247.00
Implementation Fee (One-time fee includes: database creation, admin and user training)	Discount given in consideration of Communications Center already utilizing Guardian Tracking. Guardian Tracking agrees to postpone the implementation fee until 2022 invoice. If client does not renew after 12 mo., they are still responsible for Imp. Fee.	USD 2,186.00	50.00%	USD 1,093.00

Number of Licenses 251

Total Price USD 7,340.00

Terms & Conditions

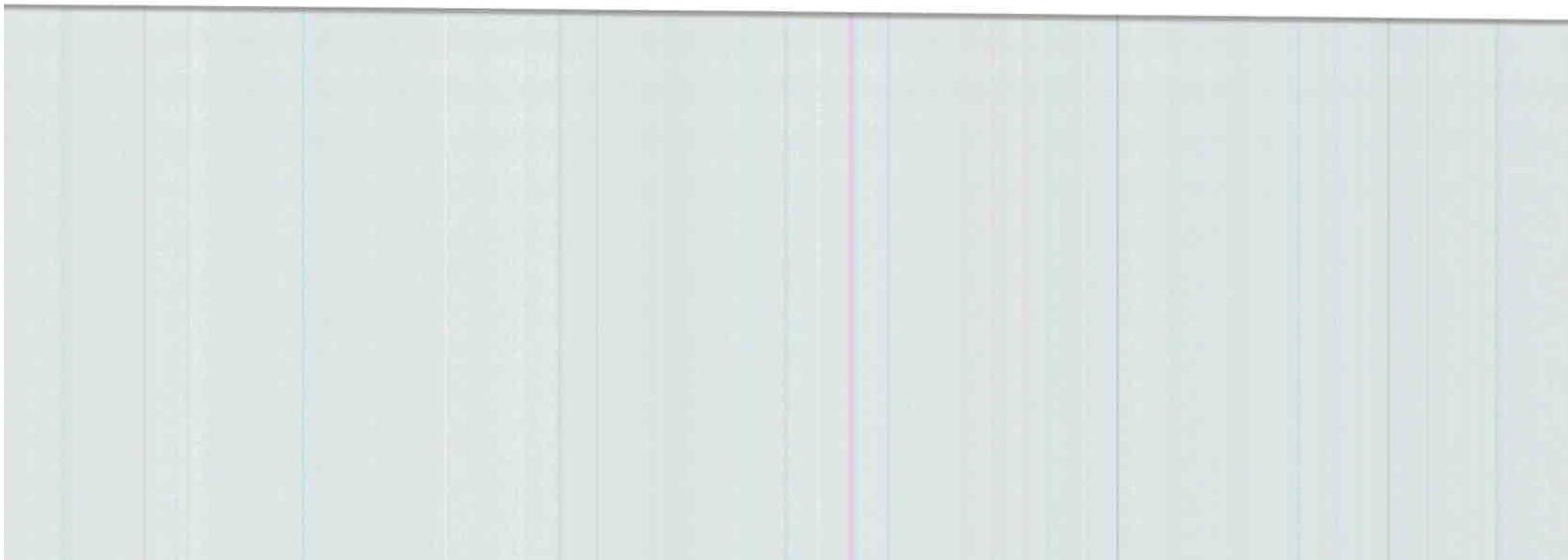
Terms & Conditions Subscription Acceptance: The signature of the undersigned below as the authorized representative of Customer shall constitute Customer's binding acceptance of a subscription for the products/services offered by Guardian Tracking to Customer as set forth in this quote and subject at all times to the terms, conditions and provision of Guardian Tracking's Hosted Application Services Agreement set forth at Guardian Tracking website <http://www.guardiantracking.com/service-agreement> which terms, conditions and provisions are incorporated herein by reference, to which Customer hereby agrees to be bound, and which shall govern the rights and liabilities of the parties hereto. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

Additional Information

Modification of Fees. At any time beginning one (1) year following the Initial Term. Customer should anticipate a subscription fee increase each year. The increase shall be equal to no greater than a 3% increase over the then current fee.

Quote Acceptance Information

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_





Company Address PO Box 2291  
Anderson, IN 46018

Prepared By Paul Boulware

Email paul@guardiantracking.com

Prepared For

Account Name Ellis County (TX) Sheriff's Office

Bill To 300 S. Jackson Street  
Waxahachie, TX 75165

Created Date 1/25/2019

Quote Number 02019012

Expiration Date 4/25/2019

Product	Sales Price	Total Price
Annual Subscription for Guardian Tracking -- Employee Performance Management Software	\$989.00	\$989.00
Implementation Fee (One-time fee includes: database creation, admin and user training)	\$346.00	\$346.00

Number of Licenses 18 Total Price \$1,335.00

Terms & Conditions

Terms & Conditions Subscription Acceptance: The signature of the undersigned below as the authorized representative of Customer shall constitute Customer's binding acceptance of a subscription for the products/services offered by Guardian Tracking to Customer as set forth in this quote and subject at all times to the terms, conditions and provision of Guardian Tracking's Hosted Application Services Agreement set forth at Guardian Tracking website <http://www.guardiantracking.com/service-agreement> which terms, conditions and provisions are incorporated herein by reference, to which Customer hereby agrees to be bound, and which shall govern the rights and liabilities of the parties hereto. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

Additional Information

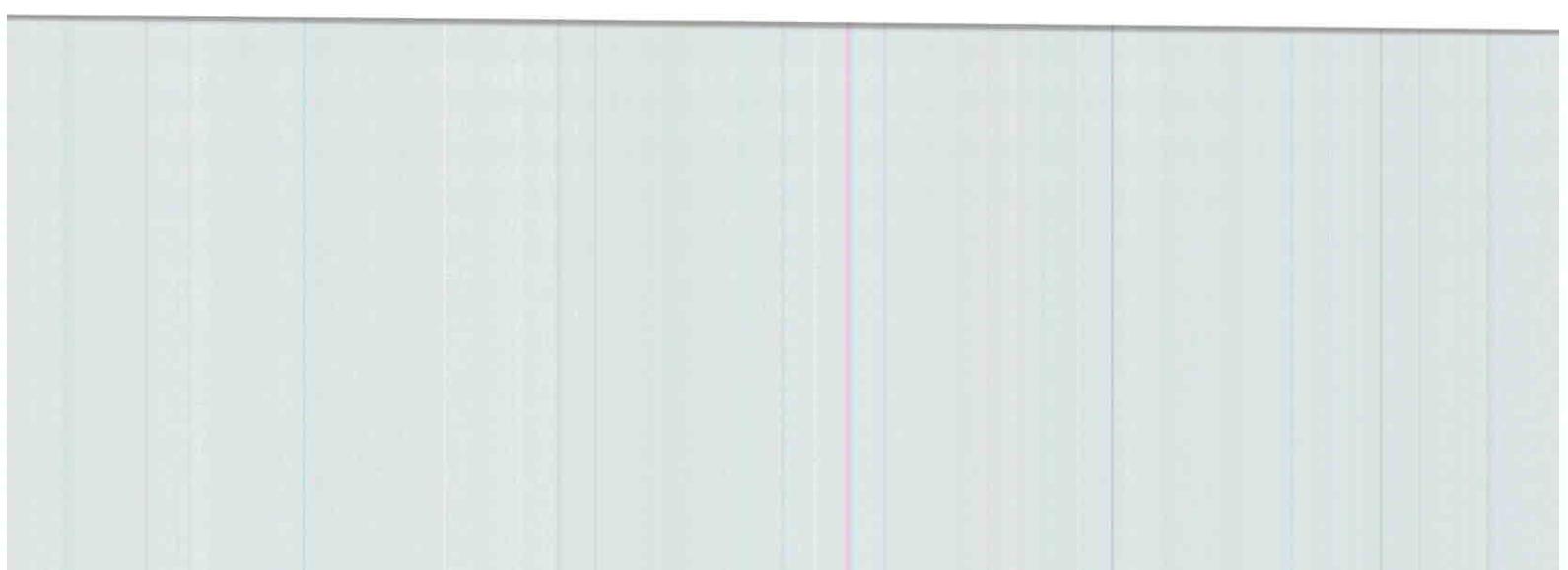
Customer has the option to renew at the end of each twelve (12) month term. The Hosted Applications Services Agreement guarantees the quoted annual subscription fee for three years. After three years any increase shall be no greater than 20% and will again be guaranteed for three years.

Authorized Signature

Signature: Mitch Bartley

Date: 2-8-2019

Print Name: Mitch Bartley





September 29, 2021

EJ Harbin & Erik Test  
Ellis County Purchasing Department  
101 W. Main St.  
Waxahachie, TX 75165

RE: Professional Services Agreement Task Order No. 1 (ARP support)

Dear Mr. Harbin and Mr. Test,

As discussed, we are pleased to submit the following Task Order No. 1 Proposal to our Professional Services Agreement. The purpose of this Task Order is to support the County’s efforts in utilizing American Rescue Plan Funds (ARP) for the support of public health expenditures (IAQ), Invest in water and sewer, ventilation improvements and capital investments in public facilities to meet pandemic operational needs.

This shall include the following support services:

1. Construction Management Consulting for ARP work being performed by Contractors.
2. Davis Bacon Wage Rate verifications and documents for work being performed by Contractors.
3. Construction planning and consulting for projects and facilities associated with ARP funding.

It is anticipated that the first phase of this work will occur over the months of November 2021 with the water management improvements at the Jail and continue through April/May 2022 to include the balance of the facility improvement measures (FIMs). We will not be doing work related to the Lighting Upgrades which we understand are not covered under the ARP funding.

As outlined in the US Department of the Treasury’s 6/24/2021 V1.1 Coronavirus State and Local Fiscal Recovery Funds Guide to Compliance and Reporting: Section D – Uniform Administrative Requirements, Item 2 Allowable Costs/Cost Principles states that the fund Recipients (the County) must implement robust internal controls and effective monitoring to ensure compliance with Cost Principles. This includes the Davis-Bacon Act per 2 CFR 200. Additionally, Item 2.a Administrative costs: states that Recipients may use funds for administering the program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

This Task Order No. 1 funding shall only be used ARP funded consulting and all hours and effort shall be documented to ensure compliance with the Federal Guidelines.

- Budget Breakdown:
1. 30 weeks/10 hours per at \$215/hr Project Director: \$64,500
  2. Reimbursables: \$3000

**Total Budget for Task Order No.1: \$67,500**

Please let me know if you have any questions or comments. We look forward to hearing from you.

Sincerely,

Seth Ackland Digitally signed by Seth Ackland  
DN: cn=Seth Ackland, email=Seth.Ackland@kitchell.com,  
c=US, ou=Kitchell Construction CM,  
ou=Seth Ackland  
Date: 2021.09.29 07:38:22 -0500

Seth Ackland  
Project Director

Attachment: Form SF1445

## LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME	FIRST NAME	MI
NAME OF EMPLOYER			STREET ADDRESS		
SUPERVISOR'S NAME			CITY	STATE	ZIP CODE
LAST NAME	FIRST NAME	MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

### INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

### FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES       NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)



RA  
3.6

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 10/06/2021 SUPPORTING DOCUMENT(S) ATTACHED? (  / N )

NAME: Theresa Taylor, Director of Human Resources

PHONE: 972.825.5292 FAX: 972.825.5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 101 S. Main Street, Ste B103, Waxahachie, Tx 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 10/19/2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Approval for County Judge to sign the UT Southwestern Medical Center Mobile Mammography service agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* \_\_\_\_\_  
County Attorney Approval



NEW	X
REVISED	
CANCELLED	

**MOBILE MAMMOGRAPHY SERVICE AGREEMENT**

Client Contact: Theresa Taylor	DATE: 9/27/2021
Company Name: Ellis County	UTSW Contact: Sydney McCauley / Mobile Mammography Prog. Coordinator
Address: 109 S. Jackson St Waxahachie TX 75165	P: 214.645.2518
Phone: 972.825.5925	F: 214.645.2596
Email: theresa.taylor@co.ellistx.org	sydney.mccauley@utsouthwestern.edu

Reservation Date(s): 11/17/2021	Audience: Employees
Screening Hours: 8A-3P*	
*or til the last patient is screened	

**Participation Requirements:**

Thirty-five (35) Participants are requested to be pre-registered for the Event Screening two (2) business days in advance or the Event is subject to reduced screening hours and/or cancellation. It is the Client's responsibility to monitor the booking requirement of their Event. As a courtesy, the Mobile Unit's call center staff will monitor scheduled appointments, and notify Client if minimum numbers are not scheduled two weeks in advance of Event date. If Event is open to the community, by signing this agreement Client gives UT Southwestern Medical Center permission for Event date inclusion in the Public Access Calendar for the Mobile Mammography Program.

**Publications:**

Client will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of UT Southwestern or the name of any UT Southwestern employee, or referring to this Agreement or the engagement of Client as an independent contractor of UT Southwestern, or the purchase of goods or services by UT Southwestern, without the prior written approval of UT Southwestern. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be submitted at least 10 days in advance of the planned publication date and should be directed to University's Executive Vice President for Institutional Advancement.

**Participant Billing Information:**

X	<b>Corporate Event:</b> Payment is expected at the time of service unless Participant has provided health insurance information and it has been verified prior to service. The Participant is responsible for providing proof of health insurance coverage. Should the Participant not present an insurance ID card at the time of service, payment in full will be expected.
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*UT Southwestern Benefit Plans: Visit [www.utsouthwestern.edu](http://www.utsouthwestern.edu) for all participation insurance plans.*

**Parking/Restroom Requirements:**

Parking considerations for the Mobile Mammography Unit are essential to a successful Screening Event. The Client is responsible for providing an appropriate parking area for the unit: a 70' paved level parking surface, designated as 'reserved' for the Mobile Unit with access as early as 6:00AM on the Event date. For pedestrian safety, a security perimeter will be designated by the Mobile Unit driver. Additionally, staff will need access to restroom facilities on Event Day. The Client is responsible for adhering to these requirements or be subject to forfeiture of the Unit for service on the Event date.

**Cancellation Policy:**

Client agrees to provide written notice (via certified mail, email or fax) of any intent to cancel their scheduled Event within two (2) business days of the agreed Event. The Mobile Mammography Coordinator may cancel, postpone, or reschedule the Event for the Client within two (2) business days of the agreed Event date without penalty to the Client. Additionally, the Mobile Mammography Coordinator reserves the right to cancel an Event due to low participation, inclement weather, or technical difficulties. Should an Event be cancelled, the Client contact will be notified and an alternate date will be arranged. All scheduled Participants will be notified by the Mobile Unit's call center staff.

**Additional Insured:**

Client hereby [  does  does not ] request to be listed as an additional insured on the UTSW commercial insurance policy.

Ellis County _____	(Client)		
CLIENT SIGNATURE _____	date _____	NAME _____	Title _____
UT SOUTHWESTERN MEDICAL CENTER _____	date _____	NAME _____	Title _____

**PLEASE HAVE PARTICIPANTS CALL TO SCHEDULE THEIR INDIVIDUAL APPOINTMENTS: (214) 645.2560 OR TOLL FREE (866) 277.0710**



## Workers' Compensation Renewal Questionnaire

### Ellis County

Coverage Period: January 1, 2022 through January 1, 2023

Thank you for participating in the TAC Risk Management Pool's Workers' Compensation program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative (listed below) at 800-456-5974.

Member Service Representative: Ms. Yolanda Mondragon

Email: yolandam@county.org

### Pool Coordinator/Workers' Compensation Coordinator

Our records indicate that the Member has designated the individual below as the contact for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Contact: Ms. Theresa K. Taylor

Email: [theresa.taylor@co.ellis.tx.us](mailto:theresa.taylor@co.ellis.tx.us)

Office Phone Number: (972) 825-5292

Fax Number: (972) 825-5003

Mailing Address: 101 W Main St, Ste 103

City, State, Zip: Waxahachie, TX, 75165-0405

### General Information

	Yes or No
1. Do you use a manned aircraft in any capacity?	No
If Yes: Are your pilots employees?	
If yes, please complete the Aircraft and Aircraft and Pilot info tabs.	
Are your pilots volunteers?	
If yes, and you desire to include Workers' Compensation coverage please complete the Aircraft and Aircraft and Pilot info tabs.	
2. Do you have operations involving the loading, unloading, repair, or construction of watercraft or vessels, including work performed on barges or docks?	No
3. Do you own, operate, or maintain a railroad, or own, lease, operate, or repair railroad equipment?	No
4. Do you engage in manufacturing, handling, transporting, distributing, or storing explosives or explosive substances (other than gasoline)?	No
5. Do you perform any underground, subaqueous, or tunneling operations?	No
6. Do you provide group transportation for employees to and from the workplace?	No
If Yes:	
* Average number of employees in a vehicle per trip:	
* Maximum number of employees in a vehicle per trip:	
* Average number of daily trips:	
7. Do you have a County Fire Department that contracts with the state or National Forest Service to fight wildland fires?	No
If Yes: Please advise in the last 5 years for each fire the number of employees and duration in the explanation box below.	
For any "Yes" responses to the questions above, please provide a brief explanation:	

### Unreported Claims

	Yes or No
1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future?	No
If yes, please describe:	

2. Has the situation been reported to TAC Claims Department?

N/A

## Acknowledgement and Acceptance

**Member Name: Ellis County**

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

If the Member makes no changes, the Pool will assume the Member is reporting for the same information as in the previous applicable Coverage Period. The Member understands that any failure to fully and accurately answer the questionnaire and any attached documents may result in denial of coverage provided by the Pool.

Signature of County Judge or presiding official of the Political Subdivision

Date

# Center for Breast Care



## Guidelines & COVID safety measures for mammograms:

- Annual screenings are recommended for women beginning at age 40.
- UT Southwestern Medical Center accepts most major insurance plans. Please check with your health insurance provider to see if UT Southwestern is in their network.
- The UTSW Mobile Mammography Unit is designed for routine screenings. If you have any breast problems, please consult your physician.
- Patient must wear a mask.
- Patient will wait in the dressing room until the called by the technologist.
- All areas will be sanitized in between patients.
- Please wait 4-6 weeks after your COVID vaccination for your screening mammogram.
- If it has been a year or more since your last mammogram, please call us to schedule your appointment: 214-645-2560 or 1-866-277-0710 (toll free).

## The UT Southwestern Mobile Mammography 3D Unit will be available:

When: **Monday, November 17, 2021** Time: **8AM – 3PM**

Where: **109 S Jackson St, Waxahachie 75165**

Sponsored by: **Ellis County**

*To schedule your mammogram, call: 214-645-2560 or 866-277-0710*

RA  
Exec 3.0

**Leeanne Bridges**

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**From:** Rebecca Lundberg <rebecca.lundberg@co.ellis.tx.us>  
**Sent:** Thursday, October 14, 2021 10:32 AM  
**To:** 'Leeanne Bridges'  
**Cc:** 'Samantha Pickett'  
**Subject:** Final Version of MDLAB, LLC Agreement for cc 10-19  
**Attachments:** MDLAB Agreement FINAL 101321.pdf; Contract Addendum -- Standard Template 2021 MDLAB.pdf; Exhibit B - MDLabs Federal Grant Clauses.pdf

Leeanne,

Please find attached the final MDLABS,LLC Agreement. This Agreement should be listed as an "amendment" on the agenda and reflects a final version approved by all parties.

Administrative Section

- 3.1 Discussion, consideration, and approval of Amended Agreement between MDLabs,LLC, Ellis County, Texas, and the City of Ferris, Texas for the provision of a Monoclonal Antibody Infusion Clinic, and consider approving a termination notice for the Agreement. – *County Judge, Todd Little*

Executive Section

- 4.1 Pursuant to Chapter §551.071 of the Government Code, consultation with legal counsel regarding pending or contemplated litigation matter concerning MDLabs, LLC contract.

Let me know if you have any questions.

Regards,  
Rebecca

Rebecca Lundberg  
Assistant County and District Attorney  
Ellis County Courts Building  
109 South Jackson  
Waxahachie, TX 75165  
(972) 825-5035; (972) 825-5231 (fax)

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Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

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

This Services Agreement ("Agreement") is made and entered into to be effective as of September 7<sup>th</sup>, 2021 (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, FERRIS, and COUNTY referred to herein collectively as the "Parties".

**RECITALS**

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

B. FERRIS and COUNTY desire to contract with MDLAB to provide well trained, experienced, and skilled professionals to provide services to 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 engage 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 contractors, 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.

1.4 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 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.

## 3. REPRESENTATIONS AND CERTAIN COVENANTS OF MDLAB

3.1 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. Proof of medical personnel licensure shall be submitted to the Parties for auditing purposes.

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 the Parties 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. MDLAB agrees to submit a copy to Parties, within 30 days of execution, of all insurances required under this Agreement.

#### 4. **FERRIS AND COUNTY 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.

Subsidy. FERRIS and COUNTY shall pay a subsidy, not to exceed \$180,000 per month during the first sixty (60) days of the Agreement. Such payment shall be made in two equal payments, not to exceed \$180,000 each month (or \$90,000 per governmental entity). The first payment shall be due no later than thirty (30) days following the first day Services are provided under this Agreement. The second payment shall be due no later than thirty (30) days following the commencement of the fifth (5<sup>th</sup>) week of Services. MDLAB agrees to invoice the PARTIES prior to payment. In the event that federal or state funding is received by MDLAB, the applicable invoice shall reflect a reduction in the subsidy fee. The 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.

#### 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 relating to this Agreement, including electronic receipts. Said records and accounting, related to services provided under this Agreement, shall be available for inspection by the PARTIES at all reasonable times. Because PARTIES may seek reimbursement from state and federal sources, MdLab, LLC's requirement to keep and maintain exhaustive financial records related to the services and treatment provided is a material term of this Agreement. Any information provided to the COUNTY or FERRIS'S Auditors' offices would be protected by Texas Gov't Code 552.116.

**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, 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 fourteen (14) 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 14 days after the meeting of said parties, 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 fourteen (14) 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 fourteen (14) 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 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.

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 fourteen (14) 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, nor shall FERRIS or COUNTY share in any pecuniary 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. MDLAB agrees to take any and all action as may be reasonably requested 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. 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 all Parties.

11.6 Representations and Warranties. Each Party acknowledges that the others 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 Ellis County, Texas and venue of all disputes, claims and lawsuits arising hereunder shall lie in 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 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, 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.

11.12 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.

11.13 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]

IN WITNESS WHEREOF, the parties hereto have executed a letter of intent ("LOI") as of September 7<sup>th</sup>, 2021 and hereby execute this Agreement to replace and supplement the LOI's terms, to be effective as of the same Effective Date.

**FERRIS**

CITY OF FERRIS

By: \_\_\_\_\_  
Brooks Williams,  
City Manager

**MDLAB**

MDLAB, LLC

By: \_\_\_\_\_  
Dirk Perritt, MD  
President

**COUNTY**

Ellis County, Texas

By: \_\_\_\_\_  
Todd Little  
County Judge

**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. **FEMA Forms.** PERFORMING PARTY agrees to comply with all FEMA reporting requirements and timely submit FEMA ICS 214 Forms to COUNTY and CITY for all activities of PERFORMING PARTY'S contractors and employees.
3. **Rights to Invention Made Under Contract or Agreement.** PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
4. **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.
5. **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 Orders 12549 and 12689, Debarment and Suspension.
6. **Restrictions on Lobbying.** PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes and must adhere to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.
7. **Procurement of Recovered Materials.** PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.

## Leeanne Bridges

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**From:** Rebecca Lundberg <rebecca.lundberg@co.ellis.tx.us>  
**Sent:** Wednesday, October 6, 2021 8:38 AM  
**To:** County Judge, Todd Little  
**Cc:** Alberto Mares; Leeanne Bridges  
**Subject:** FW: Lakeview MUD TCEQ COMMISSIONER MEETING

Good Morning Judge,

The Lakeview MUD TCEQ hearing went great! TCEQ granted the county's request for a contested hearing regarding the creation of the Lakeview MUDS # 1-3. Below is a full explanation from our outside counsel on the commission's order.

I have spoken with Alberto and we would like to request an upcoming executive session to update the court regarding the Lakeview MUDs, Selinger MUD, and other pending special district projects. If possible, the next court date (10/19) would work great.

Regards,  
Rebecca

Rebecca Lundberg  
Assistant County and District Attorney  
Ellis County Courts Building  
109 South Jackson  
Waxahachie, TX 75165  
(972) 825-5035; (972) 825-5231 (fax)

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Unless expressly stated otherwise, nothing contained in this message should be construed as a digital or electronic signature, nor is it intended to reflect an intention to make an agreement by electronic means.

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**From:** Emily Rogers <ERogers@bickerstaff.com>  
**Sent:** Wednesday, August 25, 2021 10:03 AM  
**To:** Robert Brown <rbrown@bhlaw.net>; Rebecca Lundberg <rebecca.lundberg@co.ellis.tx.us>; Joshua Katz <jkatz@bickerstaff.com>; Scott, Michael <mscott@waxahachie.com>  
**Cc:** Kimberly G. Kelley <kkelley@bickerstaff.com>  
**Subject:** RE: Lakeview MUD

All, great news! The TCEQ Commissioners granted the hearing requests of the City and County.

For MUD 1, the TCEQ only granted the City's and the County's hearing requests. All other hearing requests were denied. They have referred the matter to SOAH, and to the TCEQ's alternative dispute resolution group. The referrals to SOAH and to ADR will run concurrently.

For MUD 2, the TCEQ granted the City's and the County's hearing requests, and the hearing requests of 20-30 additional landowners that have property within one mile of the proposed district. All other hearing requests were denied. This case was referred to SOAH but not to ADR because of the number of hearing requestors.

For MUD 3, the TCEQ granted the City's and the County's hearing requests and the requests of two other landowners within one mile of the proposed district. The remaining hearing requests were denied. This case was referred to SOAH and to TCEQ's ADR group, with the referrals running concurrently.

Because each of the three MUDs have a different set of protestants, it appears that each hearing will be conducted separately. With the ADR process, we will have an opportunity to mediate this matter with a TCEQ mediator. These mediators are free, and I have been successful at settling cases using them. While MUD 2 wasn't referred to mediation, there is no doubt that the City's and County's issues with MUD 2 will be considered as part of the ADR process.

Given the number of hearing requests that were granted, I suspect the developer will be more inclined to negotiate with the City and the County to address the concerns about the development.

Please let me know if you have any questions.

Emily Willms Rogers | Managing Partner | Bickerstaff Heath Delgado Acosta LLP  
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746  
Main Line 512.472.8021 | Direct Line 512.404.7790 | Cell 512.517.9899 | Fax 512.320.5638

[erogers@bickerstaff.com](mailto:erogers@bickerstaff.com) | [www.bickerstaff.com](http://www.bickerstaff.com)



Austin | El Paso | Houston

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# COMMISSIONERS COURT AGENDA REQUEST

PA  
3.9

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-2019-2020-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> 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 30<sup>th</sup>, 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: October 05, 2021

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

Presentation by Berry Dunn of the Ellis County, Texas Justice and Public Safety System Needs Assessment.

\*  
\_\_\_\_\_  
County Attorney Approval

PA  
3.12

# 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 2<sup>nd</sup> 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: \_\_\_\_\_ September 30<sup>th</sup>, 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 201, Waxahachie, TX 75165 \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: October 05, 2021 \_\_\_\_\_

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

Authorization to advertise and solicit for Request for Proposals (RFP) for Selection of Justice and Public Safety software.

\* \_\_\_\_\_  
County Attorney Approval



PA  
3.11

# 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-2019-2020-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> 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: \_\_\_\_\_ September 30<sup>th</sup>, 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: \_\_\_\_\_ October 05, 2021 \_\_\_\_\_

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Consideration and action to engage Berry Dunn for the next phase (RFP Preparation and Evaluation) of the Ellis County, Texas Justice and Public Safety software project.

\* \_\_\_\_\_  
County Attorney Approval

