

# COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday** of each month. If that Tuesday falls on a County holiday, Commissioners Court will convene on the following Tuesday at 2:00 p.m. 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 the **1<sup>st</sup> and 3<sup>rd</sup> Tuesday at 12:00 p.m. of each month.** 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: \_\_\_\_\_

NAME: \_\_\_\_\_

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

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_

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

PREFERRED DATE TO BE PLACED ON AGENDA: \_\_\_\_\_

DESCRIPTION OF AGENDA REQUEST: \_\_\_\_\_

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

**ELLIS COUNTY  
COMMISSIONERS' COURT**

***REGISTER OF CLAIMS***

~ ~ ~

**Tuesday, April 19<sup>th</sup>, 2022**

<b><i>County, CSCD &amp; Elections Payroll total:</i></b>	<b>\$1,586,915.88</b>
<b><i>County: Accounts Payables:</i></b>	<b>\$1,499,440.92</b>
<b><i>CSCD: Accounts Payables:</i></b>	<b>\$14,766.56</b>
<b><i>Credit Card Payment:</i></b>	<b>\$77,396.18</b>

***Total Claims:           \$3,178,519.54***

**Approved:**

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County Judge

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Commissioner – Precinct #1

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Commissioner – Precinct #2

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Commissioner – Precinct #3

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Commissioner – Precinct #4

LGC Sec. 113.041. DISBURSEMENT OF MONEY BY COUNTY TREASURER; PAYMENT BY CHECK OR ELECTRONIC TRANSMISSION; LOST OR DESTROYED INSTRUMENT. (a) The county treasurer shall disburse the money belonging to the county and shall pay and apply the money as required by law and as the commissioners court may require or direct, not inconsistent with law.

(b) Except as provided by Chapter [156](#), a person may not spend or withdraw money from the county treasury except by a check or order for payment drawn on the county treasury, whether or not the money is in a county depository as required by law.

(c) The county treasurer may not disburse money out of the county treasury without an order for payment from an officer who is authorized by law to issue the order.

ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – APRIL 5, 2022

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, APRIL 5, 2022, 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 BUTLER, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

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

**CONSENT AGENDA:**

**MINUTE ORDER 211.22**      APPROVING CONSENT AGENDA

**ADMINISTRATIVE:**

- A1      APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, TREASURER*
- A2      APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM MARCH 22, 2022. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3      ACCEPTING A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM MARCH 12, 2022 – MARCH 25, 2022, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *JANET MARTIN, COUNTY AUDITOR*
- A4      RATIFYING AUTHORITY TO FILE A SUPPLEMENTAL AMICUS BRIEF IN HIGH-SPEED RAIL LITIGATION. – *ANN MONTGOMERY, COUNTY & DISTRICT ATTORNEY*

- A5 ACCEPTING THE JUSTICE OF THE PEACE, PCT. #1 MONTHLY REPORT PURSUANT TO LOCAL GOVERNMENT CODE §114.044 – *CHRIS MACON, JUSTICE OF THE PEACE, PCT. #1*
- A6 ACCEPTING A DONATION OF 331 PAPERBACK BOOKS FROM THE NICHOLAS P. SIMS LIBRARY TO THE WAYNE MCCOLLUM DETENTION CENTER WITH AN ESTIMATED VALUE OF \$2,508.86. – *JANET MARTIN, COUNTY AUDITOR*
- A7 ACCEPTING A DONATION FROM CITY OF MIDLOTHIAN OF ONE (1) GRADALL GRAPPLE BUCKET TO PRECINCT #4 DUE TO THE CITY OF MIDLOTHIAN NO LONGER OWNING A GRADALL; THE BUCKET IS NO LONGER BEING USED. – *KYLE BUTLER, COMMISSIONER, PCT. #4*
- A8 APPROVING THE APPLICATION FROM MARCUS S. BROWN TO FILL VACANT BOARD POSITION ON ESD #1 BEGINNING APRIL 5, 2022 THROUGH DECEMBER 31, 2023. MR. BROWN WILL BE FILLING THE POSITION OF ANDY MULVANY WHO RESIGNED AS OF DECEMBER 31, 2021. – *TIM BIRDWELL, FIRE MARSHAL*
- A9 APPROVING EXHIBIT “A” WORK ORDER IN COMPLIANCE WITH INTERLOCAL AGREEMENT DATED 12/14/21, MINUTE ORDER # 543.21 BETWEEN ELLIS COUNTY AND THE CITY OF OAK LEAF. – *KYLE BUTLER, COMMISSIONER, PCT. #4*
- A10 APPROVING EXHIBIT “A” WORK ORDER IN COMPLIANCE WITH INTERLOCAL AGREEMENT DATED 12/14/21, MINUTE ORDER # 543.21 BETWEEN ELLIS COUNTY AND THE CITY OF OVILLA. – *KYLE BUTLER, COMMISSIONER, PCT. #4*
- A11 ACCEPTING THE COUNTY AUDITOR’S MONTHLY REPORT FOR FEBRUARY 2022 PURSUANT TO LOCAL GOVERNMENT CODE §114.025. – *JANET MARTIN, COUNTY AUDITOR*

**FINANCIAL:**

- F1 **FY2022 LINE ITEM TRANSFER – *RANDY STINSON, COMMISSIONER, PCT. #1***  
**DECREASE** 009-0602-508070 OPERATING EXPENDITURES BY \$20,000.00;  
**INCREASE** 009-0602-509060 CULVERTS BY \$20,000.00.
- F2 **FY2022 LINE ITEM TRANSFER – *PAUL PERRY, COMMISSIONER, PCT. #3***  
**DECREASE** 005-0703-508070 MISC. EXPENSES BY \$94.60;  
**INCREASE** 001-0430-509770 EMERGENCY MGMT. PREPAREDNESS TRAINING BY \$75.68.
- F3 **FY2022 LINE ITEM TRANSFER – *KYLE BUTLER, COMMISSIONER, PCT. #4***  
**DECREASE** 006-0754-508070 OPERATING EXPENDITURES BY \$75.68;  
**INCREASE** 001-0430-509770 EMERGENCY MGMT. PREPAREDNESS TRAINING BY \$75.68.
- F4 **FY2022 LINE ITEM TRANSFER – *KYLE BUTLER, COMMISSIONER PRECINCT #4***  
**DECREASE** 012-0755-570000 CONTINGENCY-SURPLUS BY \$72,776.00;  
**INCREASE** 012-0755-509120 BRIDGE REPAIRS BY \$72,776.00.
- F5 **FY2022 LINE ITEM TRANSFER – *THERESA TAYLOR, HUMAN RESOURCES DIRECTOR***  
**DECREASE** 001-0425-508350 SAFETY/TRAINING BY \$75.68;  
**INCREASE** 001-0430-509770 EMERGENCY MGMT. PREPAREDNESS TRAINING BY \$75.68.
- F6 APPROVING THE AUDITOR’S REQUEST TO PAY THE FOLLOWING FY2021 INVOICES WITH FY2022 FUNDS:
- WAGE WORKS INV2584533 IN THE AMOUNT OF \$303.00

- WAGE WORKS INV2713714 IN THE AMOUNT OF \$303.00
- WAGE WORKS INV2844464 IN THE AMOUNT OF \$303.00
- IRENE M. VERA #1425 IN THE AMOUNT OF \$275.00
- O'REILLY #0645-134172 IN THE AMOUNT OF \$108.04
- O'REILLY #0645-146532 IN THE AMOUNT OF \$41.53
- O'REILLY # 0645-160004 IN THE AMOUNT OF \$14.99
- O'REILLY # 0645-174412 IN THE AMOUNT OF \$182.70
- O'REILLY #0645-179081 IN THE AMOUNT OF \$97.52
- O'REILLY #0645-179518 IN THE AMOUNT OF \$59.96
- O'REILLY #0645-201667 IN THE AMOUNT OF \$39.99
- O'REILLY #0645-223672 IN THE AMOUNT OF \$5.49
- O'REILLY #0645-116294 IN THE AMOUNT OF \$-18.00
- O'REILLY #0645-148765 IN THE AMOUNT OF \$-22.04
- O'REILLY #0645-174413 IN THE AMOUNT OF \$-182.70
- O'REILLY #0645-179104 IN THE AMOUNT OF \$-97.52

- F7 APPROVING THE TAX COLLECTOR ASSESSORS' OFFICE TO ISSUE PROPERTY TAX REFUNDS IN THE AMOUNT OF \$3,040.50. – *JANET MARTIN, COUNTY AUDITOR*
- F8 APPROVING THE TAX COLLECTOR ASSESSORS' OFFICE TO ISSUE PROPERTY TAX REFUNDS IN THE AMOUNT OF \$97,194.93. – *JANET MARTIN, COUNTY AUDITOR*
- F9 APPROVING OF ARPA FUNDS IN THE ESTIMATED AMOUNT OF \$11,015.85 TO RENEW ADOBE FOR THE COUNTY DISTRICT ATTORNEY'S OFFICE. THE INITIAL ADOBE PURCHASE WAS MADE USING ARPA FUNDS AS IT ALLOWS THE COUNTY DISTRICT ATTORNEY'S EMPLOYEES TO WORK REMOTELY. REFERENCE QUOTE #239541 FORM CSI. – *JANET MARTIN, COUNTY AUDITOR*
- F10 ACCEPTING GRANT PROCEEDS OF \$50,778.75 FROM THE TEXAS STATE COMPTROLLER'S OFFICE IN PAYMENT OF THE SWAT EQUIPMENT ENHANCEMENT GRANT. THE GRANT IS A REIMBURSEMENT GRANT. SPECIAL BUDGET FOR THE FUNDS IS 001-0010-590100 AND WILL BE MOVED AT A LATER TIME FOR ADDITIONAL EQUIPMENT NEEDS. – *JANET MARTIN, COUNTY AUDITOR*

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

## **DEPARTMENT OF DEVELOPMENT**

- MINUTE ORDER 212.22** (1.1) APPROVING A PLAT OF COOK FARM. THE PROPERTY CONTAINS ± 2.00 ACRES OF LAND IN THE R DE LA PENNA SURVEY ABSTRACT NO. 3, LOCATED ON THE WEST SIDE OF NEWTON ROAD, ± 6,200 FEET SOUTH OF THE INTERSECTION OF CHAPARALL ROAD AND NEWTON ROAD, FERRIS, ROAD & BRIDGE PRECINCT NO. 1.

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

**MINUTE ORDER 213.22** (1.2) APPROVING WITH CONDITIONS, A REQUEST FOR A ONE-TIME VARIANCE FOR PARCEL NO. 178150 FROM VOLUME III (STANDARD CONSTRUCTION DETAILS) SECTION II (C) (7) OF THE COUNTY'S DEVELOPMENT REGULATIONS TO ALLOW CONSTRUCTION OF A CUL-DE-SAC THAT EXCEEDS THE MAXIMUM LENGTH REQUIREMENT AND AN ALTERNATIVE CUL-DE-SAC DESIGN. THE PROPERTY CONTAINS AN ± 80.6 ACRE TRACT OF LAND LOCATED ON THE WEST SIDE OF UNION HILL ROAD, ± 655 FEET WEST OF THE INTERSECTION OF ALSDORF ROAD AND UNION HILL ROAD, ENNIS, ROAD & BRIDGE PRECINCT NO. 1.

**PUBLIC PARTICIPATION:** TIM & LISA MACALIK; EUGENE ROBINSON; ROBERT CRITTENDEN; BILLY SWEARENGIN; MARK TAYLOR

**CONDITIONS:**

1. THE APPLICANT SUBMITS A PLAT THAT IS SOMEWHAT IDENTICAL TO THE VARIANCE EXHIBIT.
2. THE STREETS IN THE SUBDIVISION LABELED AS PRIVATE ACCESS EASEMENTS AND ALL INTERNAL INFRASTRUCTURE SHALL BE MAINTAINED BY A HOMEOWNER'S ASSOCIATION OR SIMILAR.
3. THE CUL-DE-SAC DOES SHALL NOT EXCEED A LENGTH OF ± 1,329 FEET (PHASE 1 ONLY).
4. NO FURTHER SUBDIVISION OF ANY OF THE PROPOSED LOTS THAT CAUSES A NET INCREASE IN LOTS.
5. SUBDIVISION CONSTRUCTION AND CIVIL PLANS APPROVED BY THE COUNTY ENGINEER AND COMPLETE INFRASTRUCTURE APPROVAL BY THE COUNTY PRIOR TO THE SUBMITTAL OF THE PLAT AND PERMITS.

The variance for an alternative cul-de-sac design is denied and instead shall instead conform to the cul-de-sac design as outlined in (Volume III (Standard Construction Details), Section II (C)(7) (i)).

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

**MINUTE ORDER 214.22** (1.3) APPROVING WITH CONDITIONS, A PLAT OF GREATWOOD ESTATES. THE PROPERTY CONTAINS ± 6.60 ACRES OF LAND IN THE T.D. MASON SURVEY ABSTRACT NO. 1227, LOCATED ON THE WEST SIDE OF SINGLETON ROAD, ± 2,100 FEET NORTHWEST OF THE INTERSECTION OF CAMPBELL ROAD AND SINGLETON ROAD, LOCATED IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF MAYPEARL, MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 3.

**CONDITIONS:**

1. LABEL THE NET ACREAGE OUTSIDE THE FLOODPLAIN.
2. THE COUNTY'S OLD SIGNATURE BLOCK IS REMOVED, ALONG WITH THE REDUNDANT OSSF STATEMENT.

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

**MINUTE ORDER 215.22** (1.4) APPROVING WITH CONDITIONS A PLAT OF IBANEZ ADDITION. THE PROPERTY CONTAINS ± 20.251 ACRES OF LAND IN THE E.T. BRANCH SURVEY ABSTRACT NO. 34, LOCATED ON THE WEST SIDE OF ANDERSON RANCH ROAD, ± 2,100 FEET SOUTHWEST OF THE INTERSECTION OF HIGHT ROAD AND ANDERSON RANCH ROAD, WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3.

**CONDITIONS:**

1. REMOVE "SIMPLIFIED PLAT" FROM THE PLAT TITLE BLOCK AND REPLACE IT WITH "FINAL PLAT."

2. DEDICATION OF AN ADDITIONAL 10 FEET OF RIGHT-OF-WAY FOR ANDERSON RANCH ROAD TO COMPLY WITH THE THOROUGHFARE PLAN AND ADJUST ACREAGE, AS NECESSARY.
3. UPDATE THE CURRENT YEAR THROUGHOUT THE PLAT.

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

**MINUTE ORDER 216.22** (1.5) APPROVING WITH CONDITIONS, A ONE-TIME VARIANCE (OPTION 2) FOR PARCEL ID No. 259837 & 181475 FROM VOLUME I, SECTION IV(A)(2)(RESIDENTIAL LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS TO ALLOW TWO (2) LOTS WITHOUT MEETING THE MINIMUM ROAD FRONTAGE AND ONE (1) LOT WITHOUT MEETING THE MINIMUM LOT SIZE FOR DEVELOPMENT & SEPTIC ORDER, MINIMUM LOT DEPTH & WIDTH REQUIREMENTS AND THE NARROWEST WIDTH REQUIREMENT. THE PROPERTIES CONTAIN ± 5.978 ACRES OF LAND LOCATED ON THE WEST SIDE OF WESTMORELAND ROAD, ± 930 FEET SOUTH OF THE INTERSECTION OF SOUTHRIDGE STREET AND WESTMORELAND ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF OVILLA, ROAD AND BRIDGE PRECINCT No. 4.

**CONDITIONS:**

1. These properties shall not further subdivide unless they meet the requirements in effect at that time.
2. Lot 2 may vary from the minimum road frontage requirement provided they have a legal filed access easement with the adjacent neighbor.
3. The applicant submits a plat identical to the requirements shown on the table below and meets all other applicable county requirements at the time of application.

RELIEF SOUGHT FROM:	COUNTY DEVELOPMENT STANDARD	LOT 1 (PARCEL ID 259837)	LOT 2 (PARCEL ID 181475)	DIFFERENCE
MINIMUM ROAD FRONTAGE	150 FT	±144.00 FT	0 FT (NO DIRECT ROAD FRONTAGE)	LOT 1:±6.00 FT  LOT 2: 150.00 FT
MINIMUM LOT SIZE	ONE (1) ACRE	±0.94 ACRES, UPON ROW DEDICATION & PLATTING	N/A	LOT 1:± 0.06 ACRES
COUNTY SEPTIC ORDER, MO # 182.11	ONE (1) ACRE	±0.94 ACRES, UPON ROW DEDICATION & PLATTING	N/A	LOT 1: ± 0.06 ACRES
NARROWEST POINT	NOT LESS THAN 30 FT AT THE NARROWEST POINT	N/A	0 FT	LOT 2: 0 FT

<b>MINIMUM DEPTH &amp; WIDTH BEFORE NARROWING</b>	LOTS MUST BE 150 FT DEEP AND 150 FT WIDE BEFORE NARROWING	N/A	0 FT WIDE	LOT 2: 150 FT
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MOTION TO APPROVE BY COMMISSIONER BUTLER, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

**PURCHASING**

**MINUTE ORDER 217.22** (2.1) APPROVING OF A 6,160 SQUARE FOOT OF CONCRETE PAVING SERVICES USING THE CONTRACT WITH MUIRHEAD CONCRETE SERVICES, LLC (MINUTE ORDER 366.20) IN THE AMOUNT OF \$49,320.00 FOR ROAD & BRIDGE PCT. 2

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

**ADMINISTRATIVE**

**MINUTE ORDER 218.22** (3.1) ACCEPTING UNANTICIPATED REVENUE FROM HON. SHAREN WILSON, CRIMINAL DISTRICT ATTORNEY, TARRANT COUNTY IN THE AMOUNT OF \$8,041.77. FUNDS ARE FROM RESTITUTION PAID BY A PREVIOUS EMPLOYEE RESULTING FROM THEFT PROSECUTION. MONEY WAS RECEIPTED INTO GENERAL FUND DUE TO OTHER GOVERNMENT AGENCIES AND GENERAL FUND WILL ISSUE A CHECK TO THE HON. RICHARD ROZIER, ELLIS COUNTY TAX ASSESSOR COLLECTOR. MR. ROZIER WILL RECEIPT THOSE FUNDS INTO MISCELLANEOUS INCOME SINCE THE RESTITUTION REPRESENTS REVENUE FROM A PREVIOUS FISCAL YEAR. – *JANET MARTIN, COUNTY AUDITOR*

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

**NO ACTION** (3.2) PRESENTATION OF THE 2021 PRAIRIELANDS GROUNDWATER CONSERVATION DISTRICT ANNUAL REPORT. – *KATHY TURNER JONES, PRAIRIELANDS GCD GENERAL MANAGER*

**MINUTE ORDER 219.22** (3.3) ADOPTING A CERTIFICATE OF RESOLUTION GRANTING APPROVAL OF A PROJECT OF RED OAK INDUSTRIAL DEVELOPMENT CORPORATION. – *TODD FULLER, CITY MANAGER, CITY OF RED OAK*

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

**MINUTE ORDER 220.22** (3.4) APPROVING THE NOTICE OF THE SPECIAL ELECTION TO BE HELD ON MAY 7, 2022 FOR VOTING IN AN ELECTION TO ADOPT OR REJECT TWO PROPOSED CONSTITUTIONAL AMENDMENTS AS THEY SUBMITTED BY THE 87<sup>TH</sup> LEGISLATURE OF THE STATE OF TEXAS; NOTICE

INCLUDES ALL ENTITIES CONTRACTING WITH THE ELECTIONS OFFICE; FOR APPROVAL OF THE ELECTION DAY SCHEDULE.

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

**MINUTE ORDER 221.22** (3.5) APPROVING FOR ONE (1) ADDITIONAL FULL-TIME STAFF POSITION WITHIN THE ELLIS COUNTY ELECTIONS OFFICE. SUCH POSITION IS NECESSARY DUE TO AN INCREASE IN POPULATION, NEW LEGISLATIVE REQUIREMENTS, AND AN INCREASE IN ADDITIONAL DUTIES TO COMPLY WITH THE ELECTION CODE. TRANSFER \$25,900.42 FROM 001-0140-570000, CONTINGENCY-SURPLUS TO THE 0210 ACCOUNT SALARY LINE ITEMS FOR FUNDING ONE (1) ADDITIONAL CLERK III POSITION. - JANA ONYON, ELECTIONS ADMINISTRATOR

PUBLIC PARTICIPATION: RANDY BELLOMY

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

**ADJOURNMENT** **3:46 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON APRIL 5, 2022, 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 APRIL 2022.

\_\_\_\_\_  
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: April 13, 2022 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: **May 3, 2022**

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

Discuss, consider and approve an Interlocal agreement between City of Ennis and Ellis County in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

\*

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

**STATE OF TEXAS**  
**COUNTY OF ELLIS**

**§**  
**§ INTERLOCAL COOPERATION AGREEMENT**  
**§**

This Interlocal Cooperation Agreement (“Agreement”) is by and between Ellis County, Texas (“Ellis County”), and the City of Ennis, Texas (“Ennis”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

**ARTICLE II**  
**TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”). Thereafter this Agreement shall automatically renew

for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

### **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

### **ARTICLE IV PURCHASING**

The City Manager, Purchasing Agent or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

### **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ELLIS COUNTY, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Krystal C. Valdez, County Clerk

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF ENNIS, TEXAS**

By: *Marty Nelson*  
Marty Nelson, City Manager  
107 N. Sherman Street  
Ennis, Texas 75119

**ATTEST:**

By: *Angie Wade*  
Angie Wade, City Secretary



**APPROVED AS TO FORM**

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**Brenda McDonald, City Attorney**

# 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: \_\_\_\_\_ SUPPORTING DOCUMENT(S) ATTACHED? ( **Y** / N )

NAME: \_\_\_\_\_

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

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_

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

PREFERRED DATE TO BE PLACED ON AGENDA: \_\_\_\_\_

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

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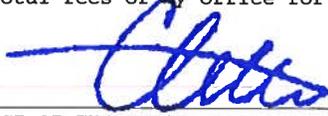
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\* \_\_\_\_\_  
County Attorney Approval

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 04/01/2022.



\_\_\_\_\_  
JUSTICE OF THE PEACE, PRECINCT 1

by   
CLERK

FEEES COLLECTED

Credit Cards

\$ 24,527.30

Cash Collected

7,208.20

Checks, Money Orders

6,443.00

TOTAL

\$ 38,178.50

Justice of the Peace Clerk initials

JG

Treasurer's Office Deputy initials

\_\_\_\_\_

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

SUMMARY PAGE

FEE	FEE AMOUNT	NON-MONEY	GL#
AFSO	223.73	30.00	001-0330-406580
Consolidated Court Cost - \$62	5,868.42	992.00	001-0000-280100
Courthouse Security Fund - \$4.90	563.79	94.40	033-0933-406210
TPDF \$5	473.26	80.00	061-0961-400810
Justice Court Tech - \$4	478.60	80.00	015-0915-400810
Court Jury Fund - \$0.10	9.47	1.60	017-0917-400810
FINE	15,019.62	3,392.20	001-0510-400410
AFDPS	374.53	65.00	001-0000-280380
Indigent Defense Fund 09/01/2009	300.00	52.00	001-0000-280160
MOVING VIOLATION STATE FEE	0.80	0.20	001-0000-280260
OMNI-DPS	1,440.00	240.00	001-0000-280120
OMNI-DTO	200.39	36.00	001-0510-200200
OMNI-COUNTY	143.59	24.00	001-0510-400200
TIME PAY-STATE	565.00	100.00	001-0000-280340
30% LINEBARGER FEE	3,074.78	566.40	001-0000-202750
T.F.C	183.95	24.00	001-0510-400180
TRANS. FEE	66.00	12.00	001-0510-400800
STF	240.00	60.00	001-0000-280220
SCCF	1,302.00	0.00	001-0000-270000
JCSF	1,550.00	0.00	001-0510-471000
CDRF	310.00	0.00	001-0510-401300
LGAF	186.00	0.00	001-0510-401100
State Traffic Fine - \$50	1,932.60	200.00	001-0000-280200
CONSTABLE PCT 1	2,685.00	0.00	001-0611-400150
TRUANCY PREVENTION AND DIVERSION FUND	38.00	4.00	001-0000-280300
DEFERRED FINE	448.00	0.00	001-0510-400165
TIME PAYMENT FEE 2020	155.97	60.00	001-0510-400600
Returned Check	0.00	0.00	001-0510-400270
SEATBELT 50%	24.00	0.00	001-0000-290300
AFCO1	0.00	5.00	001-0611-400140
DISMISSAL FINE 20.00	100.00	0.00	001-0510-409635
TAF	21.00	0.00	001-0510-400970
CONSTABLE PRECINCT 3	180.00	0.00	001-0613-400150
DEFENSIVE DRIVING SCHOOL	20.00	0.00	001-0510-406660
	<b>\$38,178.50</b>	<b>\$6,118.80</b>	

DETAIL REPORT

REPORT CREATED: 04/01/2022 12:07:56 PM

Report Overview

Bureaus In Report: 1  
 Payments: 72 / \$25,170.90  
 Credits: 5 / \$643.60  
 Pending: 0 / \$0.00

Start Date: 02/28/2022 04:00:00  
 End Date: 03/31/2022 04:00:00  
 Total Payments: 77

ELLIS COUNTY, TX JP 1

RECORD COUNT: 79

Report Information

Bureau Code: 7653304  
 Start Date: 02/28/2022 04:00:00  
 End Date: 03/31/2022 04:00:00

*JP#1  
 Receipted  
 \$24,527.30*

Totals  
 Payments: 72 / \$25,170.90  
 Credits: 5 / \$643.60  
 Pending: 0 / \$0.00

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
<a href="#">View</a>	Request Refund	100238474805	2/28/2022 10:24:14 AM	000341	\$161.00	Payment	Complete	Guillermo MOLina
<a href="#">View</a>	Request Refund	100238513729	2/28/2022 12:41:03 PM	044301	\$182.00	Payment	Complete	Edgar Xiloj Capriel
<a href="#">View</a>	Request Refund	100238633891	3/1/2022 9:48:32 AM	10418547	\$282.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100238683317	3/1/2022 1:43:58 PM	TX684EOKVW6Q	\$182.00	Payment	Complete	Rosa Muro
<a href="#">View</a>	Request Refund	100238694211	3/1/2022 2:32:34 PM	16186590	\$229.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100238708876	3/1/2022 3:38:50 PM	19T4082A	\$416.00	Payment	Complete	Donna Bowen
<a href="#">View</a>	Request Refund	100238726824	3/1/2022 7:42:40 PM	05667931	\$282.00	Payment	Complete	Codt Vernon Shouse cody
<a href="#">View</a>	Request Refund	100238832246	3/3/2022 8:26:25 AM	37059438	\$412.10	Payment	Complete	Cindy DeLaCruz Martinez
<a href="#">View</a>	Unavailable	100238844460	3/3/2022 9:38:16 AM	DL 26302909	\$341.00	Payment	Declined	Jose Perez
<a href="#">View</a>	Request Refund	100238845205	3/3/2022 9:41:59 AM	DL 26302909	\$341.00	Payment	Complete	Jose Perez
<a href="#">View</a>	Request Refund	100238870618	3/3/2022 11:40:47 AM	24558112	\$224.50	Payment	Complete	Ethel Lockhart
<a href="#">View</a>	Request Refund	100238898176	3/3/2022 2:02:01 PM	TX68BIOKAI9K	\$182.00	Payment	Complete	Daniel martinez vargas
<a href="#">View</a>	Request Refund	100238921956	3/3/2022 3:57:04 PM	07336005	\$209.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100238927547	3/3/2022 4:27:42 PM	39978391	\$282.00	Payment	Complete	Albert Guto

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
<a href="#">View</a>	Request Refund	100238941446	3/4/2022 8:17:37 AM	20T5789A	\$817.70	Payment	Complete	Marcus Carter
<a href="#">View</a>	Request Refund	100238948971	3/4/2022 9:01:08 AM	43525850	\$360.00	Payment	Complete	Lacy Lewis
<a href="#">View</a>	Request Refund	100238961425	3/4/2022 10:02:22 AM	21t8153a	\$234.00	Payment	Complete	joan bowden
<a href="#">View</a>	Request Refund	100238988474	3/4/2022 12:01:33 PM	DL 19391228	\$182.00	Payment	Complete	Timothy White
<a href="#">View</a>	Request Refund	100239105536	3/7/2022 10:45:23 AM	21t7940a	\$182.00	Payment	Complete	stephen A edwards stephen
<a href="#">View</a>	Request Refund	100239105930	3/7/2022 10:47:10 AM	33413273	\$498.00	Payment	Complete	Amanda Mattis
<a href="#">View</a>	Unavailable	100239124114	3/7/2022 12:24:44 PM	35737007	\$1,245.00	Payment	Declined	
<a href="#">View</a>	Request Refund	100239124904	3/7/2022 12:29:49 PM	26180241	\$537.60	Payment	Complete	
<a href="#">View</a>	Request Refund	100239144867	3/7/2022 2:16:14 PM	20T5034A	\$330.20	Payment	Complete	Lauren Cook Lauren
<a href="#">View</a>	Request Refund	100239149321	3/7/2022 2:38:34 PM	049713	\$183.00	Payment	Complete	Maria A Corbalan Pena
<a href="#">View</a>	Request Refund	100239184347	3/8/2022 8:29:49 AM	36503474	\$369.00	Payment	Complete	Maygan Clark
<a href="#">View</a>	Request Refund	100239188433	3/8/2022 9:07:02 AM	36660931	\$1,329.90	Payment	Complete	Alexis Danielle Erskine
<a href="#">View</a>	Request Refund	100239188690	3/8/2022 9:09:07 AM	12752212	\$380.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100239195821	3/8/2022 10:03:16 AM	26763179	\$430.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100239207248	3/8/2022 11:13:31 AM	38002757	\$357.50	Payment	Complete	Jonathon Thomas
<a href="#">View</a>	Unavailable	70516004	3/8/2022 11:44:15 AM	26180241	\$54.00	Credit	Complete	
<a href="#">View</a>	Request Refund	100239240382	3/8/2022 2:47:34 PM	35276498	\$1,720.00	Payment	Complete	Courtney Johnson
<a href="#">View</a>	Request Refund	100239268610	3/9/2022 8:21:29 AM	45005409	\$332.00	Payment	Complete	John Reagan
<a href="#">View</a>	Unavailable	70517036	3/9/2022 10:39:05 AM	35276498	\$6.60	Credit	Complete	Courtney Johnson
<a href="#">View</a>	Request Refund	100239302482	3/9/2022 12:10:28 PM	35737007	\$1,244.10	Payment	Complete	
<a href="#">View</a>	Unavailable	70517196	3/9/2022 12:24:07 PM	26763179	\$23.00	Credit	Complete	
<a href="#">View</a>	Request Refund	100239365692	3/10/2022 9:38:18 AM	40892221	\$200.20	Payment	Complete	
<a href="#">View</a>	Request Refund	100239365737	3/10/2022 9:38:26 AM	44123013	\$182.00	Payment	Complete	Hope L Reeves

<b>Detail</b>	<b>Refund Status</b>	<b>Payment ID</b>	<b>Processed Time</b>	<b>Case number or Driver's License Number</b>	<b>Amount</b>	<b>Flow</b>	<b>Outcome</b>	<b>Name</b>
<a href="#">View</a>	<b>Request Refund</b>	100239365958	3/10/2022 9:39:46 AM	12199560	\$767.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100239390077	3/10/2022 12:10:07 PM	048240	\$411.00	Payment	Complete	Emily Chavarria
<a href="#">View</a>	<b>Request Refund</b>	100239401246	3/10/2022 1:25:34 PM	12T1791A	\$214.50	Payment	Complete	Jonathan Rannigan
<a href="#">View</a>	<b>Request Refund</b>	100239434977	3/10/2022 4:49:27 PM	ID 28050610	\$93.00	Payment	Complete	Terrence Moore
<a href="#">View</a>	<b>Request Refund</b>	100239466689	3/11/2022 10:44:25 AM	508614578	\$369.00	Payment	Complete	JOEL PEREZ
<a href="#">View</a>	<b>Request Refund</b>	100239577304	3/14/2022 11:01:15 AM	36839465	\$257.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100239607861	3/14/2022 1:59:37 PM	21230579	\$162.00	Payment	Complete	Barbara A. Fuller
<a href="#">View</a>	<b>Request Refund</b>	100239617111	3/14/2022 2:46:53 PM	39601721	\$330.20	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100239622820	3/14/2022 3:17:07 PM	049848	\$182.00	Payment	Complete	Marylee Salazar
<a href="#">View</a>	<b>Request Refund</b>	100239636287	3/14/2022 4:31:39 PM	22T0131A	\$182.00	Payment	Complete	ROSENDO MARTINEZ
<a href="#">View</a>	<b>Request Refund</b>	100239722586	3/15/2022 3:36:27 PM	36069028	\$282.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100239739864	3/15/2022 10:48:12 PM	34605065	\$280.00	Payment	Complete	Eric Ray Eric
<a href="#">View</a>	<b>Request Refund</b>	100239746188	3/16/2022 8:52:52 AM	18908121	\$656.50	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100239777458	3/16/2022 12:43:51 PM	13163787	\$547.30	Payment	Complete	Jesse Muhammad
<a href="#">View</a>	<b>Request Refund</b>	100239946202	3/18/2022 12:32:30 PM	02581306	\$161.00	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100239957681	3/18/2022 1:35:03 PM	DL 46100983	\$307.00	Payment	Complete	Mariana Ortiz
<a href="#">View</a>	<b>Request Refund</b>	100239974590	3/18/2022 3:00:02 PM	38233552	\$227.50	Payment	Complete	Brittany Dawn Stratton Brittan
<a href="#">View</a>	<b>Request Refund</b>	100240110099	3/21/2022 10:13:15 PM	44864888	\$491.00	Payment	Complete	
<a href="#">View</a>	<b>View Refund</b>	100240205062	3/23/2022 10:54:55 AM	Tx68haoslvie	\$460.00	Payment	Complete	Jose G Valenzuela
<a href="#">View</a>	<b>Request Refund</b>	100240264802	3/24/2022 8:25:50 AM	39910	\$399.10	Payment	Complete	
<a href="#">View</a>	<b>Request Refund</b>	100240269752	3/24/2022 9:16:47 AM	22TO227A	\$62.00	Payment	Complete	Margie Chestnut
<a href="#">View</a>	<b>Request Refund</b>	100240288353	3/24/2022 11:31:58 AM	22t0077a	\$185.00	Payment	Complete	Jose Hernandez Mata
<a href="#">View</a>	<b>Request Refund</b>	100240312088	3/24/2022 2:14:41 PM	TX68TC0HALA5	\$257.00	Payment	Complete	Brigiette Felix

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
<a href="#">View</a>	Request Refund	100240332586	3/24/2022 4:26:23 PM	19139785	\$412.10	Payment	Complete	
<a href="#">View</a>	Request Refund	100240335439	3/24/2022 5:04:15 PM	DL 40144554	\$330.00	Payment	Complete	Landon Carrasco
<a href="#">View</a>	Unavailable	70528937	3/24/2022 5:09:18 PM	Tx68haoslvie	\$460.00	Credit	Complete	Jose G Valenzuela
<a href="#">View</a>	Request Refund	100240347035	3/25/2022 8:49:36 AM	TX68HAOSLVIE	\$640.00	Payment	Complete	Jose Valenzuela
<a href="#">View</a>	Request Refund	100240352263	3/25/2022 9:28:20 AM	TX68MEOSLVIR	\$551.00	Payment	Complete	Raul Hernandez
<a href="#">View</a>	Request Refund	100240359942	3/25/2022 10:16:35 AM	35333175	\$182.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100240386254	3/25/2022 12:48:41 PM	10533998	\$209.00	Payment	Complete	karen bruns
<a href="#">View</a>	Request Refund	100240402742	3/25/2022 2:16:41 PM	tx68lc0kbw8u	\$182.00	Payment	Complete	rosa m hernandez trejo
<a href="#">View</a>	Request Refund	100240406399	3/25/2022 2:35:14 PM	043963	\$100.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100240408590	3/25/2022 2:44:51 PM	36374085	\$220.00	Payment	Complete	Arthur Lyle Helmen
<a href="#">View</a>	Request Refund	100240446804	3/27/2022 9:34:08 AM	39515074	\$282.00	Payment	Complete	Kutter Tucker
<a href="#">View</a>	Request Refund	100240476228	3/28/2022 10:31:28 AM	047763	\$182.00	Payment	Complete	Tallitha RoxAnne Doyle
<a href="#">View</a>	Request Refund	100240478849	3/28/2022 10:46:11 AM	TX67Q70TWTLM	\$411.00	Payment	Complete	Emmanuel Robledo Martinez
<a href="#">View</a>	Request Refund	100240528866	3/28/2022 3:26:37 PM	45723244	\$159.80	Payment	Complete	Maria Aurora Salas P
<a href="#">View</a>	Unavailable	70532028	3/28/2022 5:04:06 PM	043963	\$100.00	Credit	Complete	
<a href="#">View</a>	Request Refund	100240584580	3/29/2022 12:04:17 PM	28050610	\$93.00	Payment	Complete	
<a href="#">View</a>	Request Refund	100240622382	3/29/2022 3:57:28 PM	38171234	\$269.10	Payment	Complete	Alyssa Roberts
<a href="#">View</a>	Request Refund	100240646821	3/30/2022 9:28:42 AM	tx695i0kvwbh	\$182.00	Payment	Complete	isaac sanchez Ontiveros
<a href="#">View</a>	Request Refund	100240664916	3/30/2022 11:26:49 AM	12475462	\$229.00	Payment	Complete	virginia Lynn trammell virginia

**7653304 // Ellis County, TX JP 1**

**Payment Detail**

**Payment ID** 70516004  
**Date/Time** 03/08/2022 11:44:15 AM  
**Amount** \$54.00  
**Conv. Fee** \$1.27  
**Flow** Credit

**Billing Information**

**First Name**  
**Middle Name**  
**Last Name**  
**Name Suffix**  
**Address** 424  
**City**  
**State**  
**Postal Code** 78501  
**Country**  
**Telephone** 9566556698  
**Email Address**

**Credit Card Payment**

**Card Type** Master Card  
**Auth Response**  
**Origination** IVR  
**Outcome** Complete

**Additional Information**

**Payment Type**  
**Case number or Driver's License Number** 26180241

# 7653304 // Ellis County, TX JP 1

## Payment Detail

**Payment ID** 70517036  
**Date/Time** 03/09/2022 10:39:05 AM  
**Amount** \$6.60  
**Conv. Fee** \$0.00  
**Flow** Credit

## Billing Information

**First Name** Courtney  
**Middle Name**  
**Last Name** Johnson  
**Name Suffix**  
**Address** 2703 Trinity Bend circle  
Apt 623  
**City** ARLINGTON  
**State** TX  
**Postal Code** 76006  
**Country** US  
**Telephone** 6824017490  
**Email Address** naturallydopee@icloud.com

## Credit Card Payment

**Card Type** Visa  
**Auth Response**  
**Origination** Internet  
**Outcome** Complete

## Additional Information

**Payment Type** Payment  
**Case number or Driver's License Number** 35276498

**7653304 // Ellis County, TX JP 1**

**Payment Detail**

**Payment ID** 70517196  
**Date/Time** 03/09/2022 12:24:07 PM  
**Amount** \$23.00  
**Conv. Fee** \$0.00  
**Flow** Credit

**Credit Card Payment**

**Card Type** Visa  
**Auth Response**  
**Origination** IVR  
**Outcome** Complete

**Billing Information**

**First Name**  
**Middle Name**  
**Last Name**  
**Name Suffix**  
**Address** 3803  
**City**  
**State**  
**Postal Code** 75052  
**Country**  
**Telephone** 4692265407  
**Email Address**

**Additional Information**

**Payment Type**  
**Case number or Driver's License Number** 26763179

**7653304 // Ellis County, TX JP 1**

**Payment Detail**

**Payment ID** 70528937  
**Date/Time** 03/24/2022 5:09:18 PM  
**Amount** \$460.00  
**Conv. Fee** \$10.81  
**Flow** Credit

**Billing Information**

**First Name** Jose  
**Middle Name** G  
**Last Name** Valenzuela  
**Name Suffix**  
**Address** 1145 County Road 4217  
  
**City** CANTON  
**State** TX  
**Postal Code** 75103  
**Country** US  
**Telephone** 9729210945  
**Email Address** hoseb4120@gmail.com

**Credit Card Payment**

**Card Type** Visa  
**Auth Response**  
**Origination** Internet  
**Outcome** Complete

**Additional Information**

**Payment Type** Payment  
**Case number or Driver's License Number** Tx68haoslvie

# 7653304 // Ellis County, TX JP 1

## Payment Detail

<b>Payment ID</b>	70532028
<b>Date/Time</b>	03/28/2022 5:04:06 PM
<b>Amount</b>	\$100.00
<b>Conv. Fee</b>	\$0.00
<b>Flow</b>	Credit

## Credit Card Payment

<b>Card Type</b>	Visa
<b>Auth Response</b>	
<b>Origination</b>	IVR
<b>Outcome</b>	Complete

## Billing Information

<b>First Name</b>	
<b>Middle Name</b>	
<b>Last Name</b>	
<b>Name Suffix</b>	
<b>Address</b>	212
<b>City</b>	
<b>State</b>	
<b>Postal Code</b>	75119
<b>Country</b>	
<b>Telephone</b>	4692858784
<b>Email Address</b>	

## Additional Information

<b>Payment Type</b>	
<b>Case number or Driver's License Number</b>	043963

General Ledger Report  
 For 02/01/2022 to 02/28/2022  
 Created 03/03/2022 at 08:31:39  
 Justice of the Peace 4/1

GL#	Fee Amt	Non-Money	MTD Amt	MTD Non-Money
	***** Criminal Section *****			
001-0000-202750	1,864.75	979.60	1,864.75	979.60
001-0000-280100	4,384.89	1,240.00	4,384.89	1,240.00
001-0000-280120	433.32	506.68	433.32	506.68
001-0000-280160	120.82	111.18	120.82	111.18
001-0000-280200	2,821.31	450.00	2,821.31	450.00
001-0000-280220	120.00	60.00	120.00	60.00
001-0000-280260	0.40	0.20	0.40	0.20
001-0000-280300	20.16	19.84	20.16	19.84
001-0000-280320	54.15	45.85	54.15	45.85
001-0000-280340		25.00		25.00
001-0000-280380	394.04	144.59	394.04	144.59
001-0540-200200	122.81	72.00	122.81	72.00
001-0540-400165	200.00		200.00	
001-0540-400180	199.28	51.00	199.28	51.00
001-0540-400200	81.75	28.00	81.75	28.00
001-0540-400410	9,659.60	7,675.80	9,659.60	7,675.80
001-0540-400600	30.00		30.00	
001-0540-400800	30.54	43.84	30.54	43.84
001-0540-400970	20.00		20.00	
001-0540-403750	299.20		299.20	
001-0540-406660	70.00		70.00	
001-0540-409635	20.00		20.00	
001-0614-400140	54.15	250.85	54.15	250.85
015-0915-400840	323.28	123.67	323.28	123.67
017-0917-400840	7.06	2.00	7.06	2.00
033-0933-406240	386.88	140.67	386.88	140.67
061-0961-400840	353.63	100.00	353.63	100.00
<b>Criminal Sub-total</b>	<b>22,072.02</b>	<b>12,070.77</b>	<b>22,072.02</b>	<b>12,070.77</b>
	***** Civil Section *****			
001-0000-270000	1,260.00	42.00	1,260.00	42.00
001-0540-400090	1.25		1.25	
001-0540-400970	5.00		5.00	
001-0540-401100	180.00	6.00	180.00	6.00
001-0540-401300	300.00	10.00	300.00	10.00
001-0540-471000	1,500.00	50.00	1,500.00	50.00
001-0614-400150	3,325.00		3,325.00	
999.999.9999	10.00	20.00	10.00	20.00
<b>Civil Sub-total</b>	<b>6,581.25</b>	<b>128.00</b>	<b>6,581.25</b>	<b>128.00</b>
<b>Totals</b>	<b>28,653.27</b>	<b>12,198.77</b>	<b>28,653.27</b>	<b>12,198.77</b>

**General Ledger Report**  
**For 03/01/2022 to 03/31/2022**  
**Created 04/01/2022 at 14:31:53**  
**Justice of the Peace 4/1**

GL#	Fee Amt	Non-Money	MTD Amt	MTD Non-Money
	*****	<b>Criminal Section</b>	*****	
001-0000-202750	2,597.30	1,010.10	2,597.30	1,010.10
001-0000-280100	3,922.05	2,557.69	3,922.05	2,557.69
001-0000-280120	591.44	480.00	591.44	480.00
001-0000-280160	165.43	126.00	165.43	126.00
001-0000-280200	2,277.84	512.65	2,277.84	512.65
001-0000-280220	68.58	60.00	68.58	60.00
001-0000-280260	0.23	0.20	0.23	0.20
001-0000-280300	26.57	20.00	26.57	20.00
001-0000-280320	50.00	50.00	50.00	50.00
001-0000-280380	382.73	256.27	382.73	256.27
001-0000-290300	32.00		32.00	
001-0540-200200	204.80	60.00	204.80	60.00
001-0540-400165	100.00	2.00	100.00	2.00
001-0540-400180	173.54	57.76	173.54	57.76
001-0540-400200	136.52	40.00	136.52	40.00
001-0540-400410	9,425.71	10,472.07	9,425.71	10,472.07
001-0540-400600	60.00		60.00	
001-0540-400800	45.88	40.00	45.88	40.00
001-0540-400970	30.00		30.00	
001-0540-406660	70.00		70.00	
001-0540-409635	340.00		340.00	
001-0614-400140	150.00	200.00	150.00	200.00
015-0915-400840	310.23	209.02	310.23	209.02
017-0917-400840	6.37	4.20	6.37	4.20
033-0933-406240	367.12	246.14	367.12	246.14
061-0961-400840	316.30	206.27	316.30	206.27
<b>Criminal Sub-total</b>	<b>21,850.64</b>	<b>16,610.37</b>	<b>21,850.64</b>	<b>16,610.37</b>
	*****	<b>Civil Section</b>	*****	
001-0000-270000	2,835.00	63.00	2,835.00	63.00
001-0540-400090	1.00		1.00	
001-0540-400970	25.00		25.00	
001-0540-401100	405.00	9.00	405.00	9.00
001-0540-401300	675.00	15.00	675.00	15.00
001-0540-471000	3,375.00	75.00	3,375.00	75.00
001-0614-400150	4,480.00		4,480.00	
999.999.9999		30.00		30.00
<b>Civil Sub-total</b>	<b>11,796.00</b>	<b>192.00</b>	<b>11,796.00</b>	<b>192.00</b>
<b>Totals</b>	<b>33,646.64</b>	<b>16,802.37</b>	<b>33,646.64</b>	<b>16,802.37</b>

*Ellis County Auditor's Report*  
*March 2022*  
*Fiscal Year 2022*

Benchmark for 6 Months = 50.00%

	<u>2022 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 3/31/2022</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
<i>General Fund Revenues</i>					
NON-DEPARTMENTAL	97,999,812	54,815,516	55.93%	50,197,150	9.20%
AUDITOR	47,150	-	0.00%	-	N/A
INFORMATION TECHNOLOGY	32,221	-	0.00%	-	N/A
AG EXTENSION	2,000	-	0.00%	-	N/A
DEPARTMENT OF DEVELOPMENT	648,500	296,701	45.75%	334,575	-11.32%
COVID 19 REVENUES	-	-	0.00%	2,768,744	0.00%
AUXILLARY COURTHOUSE- CIVIC CENTER	18,500	-	0.00%	-	0.00%
VEHICLE REPLACEMENT FUND	-	-	0.00%	-	0.00%
ELECTIONS	278,100	105,939	38.09%	222,397	-52.36%
PURCHASING	13,500	4,393	32.54%	7,011	-37.34%
DISTRICT CLERK	770,465	473,408	61.44%	362,897	30.45%
COUNTY CLERK	2,351,725	1,209,761	51.44%	955,987	26.55%
SHERIFF REVENUES	1,795,209	176,157	9.81%	119,581	47.31%
COUNTY ATTORNEY	193,224	24,244	12.55%	25,027	-3.13%
TAX COLLECTOR	1,136,010	147,904	13.02%	581,153	-74.55%
CIVIL ENGINEER	430,737	2,503	0.58%	18,469	-86.45%
COUNTY COURT AT LAW #1	175,000	128,766	73.58%	108,651	18.51%
COUNTY TREASURER	120	80	66.67%	104	-23.08%
EMERGENCY MANAGEMENT	42,885	-	0.00%	-	N/A
FIRE MARSHAL	15,641	-	0.00%	-	N/A
JUSTICE OF THE PEACE PCT. 1	183,150	67,289	36.74%	110,882	-39.31%
JUSTICE OF THE PEACE PCT. 2	284,420	95,359	33.53%	157,537	-39.47%
JUSTICE OF THE PEACE PCT. 3	151,500	47,131	31.11%	88,302	-46.63%
JUSTICE OF THE PEACE PCT. 4	135,750	73,820	54.38%	73,943	-0.17%
CONSTABLE PCT. 1	28,250	19,245	68.12%	9,584	100.80%
CONSTABLE PCT. 2	52,700	36,634	69.52%	27,509	33.17%
CONSTABLE PCT. 3	31,700	19,801	62.46%	14,184	39.60%
CONSTABLE PCT. 4	32,200	20,591	63.95%	16,857	22.16%
BUDGETED FUND BALANCE	-	-	0.00%	-	N/A
	<b>106,850,469</b>	<b>57,765,242</b>	<b>54.06%</b>	<b>56,200,544</b>	<b>2.78%</b>
<i>General Fund Expenditures</i>					
SHERIFF	15,155,375	6,208,515	40.97%	5,168,088	20.13%
JAIL	11,847,336	4,827,404	40.75%	4,642,597	3.98%
MAINTENANCE	902,360	387,524	42.95%	368,091	5.28%
COUNTY AUDITOR	1,203,717	549,346	45.64%	499,821	9.91%
INFORMATION TECHNOLOGY	868,685	656,149	75.53%	274,797	138.78%
TEXAS A&M AGRILIFE EXTENSIONS	269,051	90,208	33.53%	110,542	-18.39%
DEPARTMENT OF DEVELOPMENT	1,098,010	452,535	41.21%	417,949	8.28%
VETERANS SERVICE OFFICER	131,310	59,722	45.48%	56,485	5.73%
COMMISSIONERS	549,220	250,766	45.66%	237,513	5.58%
INDIGENT HEALTH CARE	3,230,556	1,281,037	39.65%	1,482,713	-13.60%
MENTAL HEALTH JUV EXP	26,000	10,800	41.54%	9,600	12.50%
COVID 19 EXPENDITURES	-	30	N/A	1,044,552	-100.00%
VACCINE HUB	-	-	N/A	32,281	-100.00%
AUXILLARY COURTHOUSE- CIVIC CENTER	37,000	10,495	28.36%	-	N/A
NON-DEPARTMENTAL	7,959,364	2,572,560	32.32%	2,311,429	11.30%
LEASE PAYMENTS	-	90,514	0.00%	784,945	-88.47%
CAPITAL LEASES	562,787	562,787	100.00%	-	N/A
STATE MANDATED INDIGENT LEGAL	2,200,000	830,922	37.77%	665,743	24.81%
40TH JUDICIAL DISTRICT COURT	254,914	118,577	46.52%	101,190	17.18%
378TH JUDICIAL DISTRICT COURT	270,853	118,041	43.58%	112,293	5.12%
443RD JUDICIAL DISTRICT COURT	254,728	117,871	46.27%	104,235	13.08%
INDIGENT DEFENSE	106,528	51,146	48.01%	50,572	1.14%
ELECTIONS	1,362,274	571,936	41.98%	678,789	-15.74%
PURCHASING	406,991	209,102	51.38%	181,129	15.44%
<i>General Fund Expenditures (Continued)</i>					
DISTRICT CLERK	1,182,224	535,878	45.33%	508,459	5.39%

*Ellis County Auditor's Report*  
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	<u>2022 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 3/31/2022</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
COUNTY CLERK	1,338,464	569,083	42.52%	497,228	14.45%
HIGHWAY PATROL	132,250	61,322	46.37%	58,618	4.61%
COUNTY ATTORNEY	4,985,267	2,257,615	45.29%	1,923,764	17.35%
TAX COLLECTOR	1,715,000	764,368	44.57%	525,936	45.33%
CIVIL ENGINEER	1,357,202	297,742	21.94%	521,329	-42.89%
COUNTY COURT AT LAW #1	522,751	214,537	41.04%	203,626	5.36%
COUNTY COURT AT LAW #2	491,908	199,680	40.59%	194,044	2.90%
COUNTY COURT AT LAW #3	476,071	190,631	40.04%	78,975	141.38%
COUNTY JUDGE	398,384	166,796	41.87%	148,184	12.56%
COUNTY TREASURER	331,136	151,720	45.82%	135,666	11.83%
JUVENILE SERVICES	-	52,872	0.00%	-	N/A
JUVENILE DETENTION	-	5,851	0.00%	-	N/A
JUVENILE JJAEP	-	-	0.00%	-	N/A
HUMAN RESOURCES AND SERVICES	313,315	143,003	45.64%	131,591	8.67%
EMERGENCY MANAGEMENT	331,167	168,655	50.93%	93,406	80.56%
FIRE MARSHAL	682,128	298,229	43.72%	227,304	31.20%
JUSTICE OF THE PEACE PCT.1	341,257	145,651	42.68%	138,409	5.23%
JUSTICE OF THE PEACE PCT.2	464,723	207,814	44.72%	196,621	5.69%
JUSTICE OF THE PEACE PCT.3	330,327	145,287	43.98%	136,800	6.20%
JUSTICE OF THE PEACE PCT.4	333,104	147,887	44.40%	138,744	6.59%
CONSTABLE PCT.1	231,813	95,624	41.25%	90,102	6.13%
CONSTABLE PCT.2	318,237	96,187	30.22%	120,271	-20.02%
CONSTABLE PCT.3	218,905	102,647	46.89%	90,798	13.05%
CONSTABLE PCT.4	221,465	91,810	41.46%	86,123	6.60%
INTERFUND TRANSFERS	2,855,090	1,223,969	42.87%	1,452,058	-15.71%
	<b>68,269,248</b>	<b>28,362,844</b>	<b>41.55%</b>	<b>27,033,411</b>	<b>4.92%</b>
<i>Revenues Over/(Under) Expenditures</i>	<b>38,581,221</b>	<b>29,402,398</b>		<b>29,167,133</b>	
<i>Road &amp; Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	3,369,880	1,210,596	35.92%	1,116,108	8.47%
ROAD & BRIDGE PCT. 2	2,976,367	1,209,097	40.62%	1,139,063	6.15%
ROAD & BRIDGE PCT. 3	2,761,797	1,232,382	44.62%	1,143,779	7.75%
ROAD & BRIDGE PCT. 4	3,449,455	1,246,213	36.13%	1,158,462	7.57%
	<b>12,557,499</b>	<b>4,898,287</b>	<b>39.01%</b>	<b>4,557,413</b>	<b>7.48%</b>
<i>Road &amp; Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	3,382,468	730,325	21.59%	464,743	57.15%
ROAD & BRIDGE PCT. 2	2,976,367	490,774	16.49%	669,598	-26.71%
ROAD & BRIDGE PCT. 3	2,761,797	606,882	21.97%	583,721	3.97%
ROAD & BRIDGE PCT. 4	3,449,455	742,431	21.52%	501,144	48.15%
	<b>12,570,087</b>	<b>2,570,412</b>	<b>20.45%</b>	<b>2,219,206</b>	<b>15.83%</b>
<i>Revenues Over/(Under) Expenditures</i>	<b>(12,589)</b>	<b>2,327,876</b>		<b>2,338,207</b>	

<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	3,404,887	1,863,964	54.74%	1,455,016	28.11%
FARM TO MARKET 2	2,118,153	1,477,532	69.76%	1,386,086	6.60%
FARM TO MARKET 3	2,445,195	1,477,785	60.44%	1,386,413	6.59%
FARM TO MARKET 4	3,196,572	1,503,069	47.02%	1,549,781	-3.01%
	<b>11,164,808</b>	<b>6,322,350</b>	<b>56.63%</b>	<b>5,777,297</b>	<b>9.43%</b>
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	3,404,887	410,910	12.07%	239,588	71.51%
FARM TO MARKET 2	2,118,153	920,653	43.46%	533,662	72.52%
FARM TO MARKET 3	2,445,195	287,351	11.75%	346,203	-17.00%
FARM TO MARKET 4	3,196,572	615,017	19.24%	673,888	-8.74%
	<b>11,164,808</b>	<b>2,233,931</b>	<b>20.01%</b>	<b>1,793,341</b>	<b>24.57%</b>
<i>Revenues Over/(Under) Expenditures</i>	<b>-</b>	<b>4,088,419</b>		<b>3,983,956</b>	

*Ellis County Auditor's Report*  
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	<u>2022 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 3/31/2022</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
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<i>Interest &amp; Sinking Funds - Revenues</i>					
SERIES 16 INTEREST & SINKING	3,616,476	3,472,973	96.03%	3,608,225	-3.75%
SERIES 1993 INTEREST & SINKING	-	-	0.00%	-	N/A
	<b>3,616,476</b>	<b>3,472,973</b>	<b>96.03%</b>	<b>3,608,225</b>	<b>-3.75%</b>
<i>Interest &amp; Sinking Funds - Expenditures</i>					
SERIES 16 INTEREST & SINKING	3,616,476	2,872,294	79.42%	2,807,494	2.31%
	<b>3,616,476</b>	<b>2,872,294</b>	<b>79.42%</b>	<b>2,807,494</b>	<b>2.31%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<b>600,679</b>		<b>800,731</b>	

<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	312,459	102	0.03%	58	75.76%
COUNTY & DISTRICT COURT TECH	42,314	1,881	4.45%	1,021	84.23%
JUSTICE COURT TECHNOLOGY	203,785	7,089	3.48%	12,873	-44.93%
DC ARCHIVES RECORDS MANAGEMENT	176,761	3,416	1.93%	5,535	-38.28%
JURY	70,140	29,298	41.77%	6,260	367.99%
LAW LIBRARY	259,702	56,248	21.66%	97,653	-42.40%
RECORDS MANAGEMENT	2,145,213	271,963	12.68%	262,818	3.48%
CC ARCHIVES RECORDS MANAGEMENT	2,750,722	269,990	9.82%	260,886	3.49%
FIRE MARSHAL SPECIAL FUND	225,103	21,300	9.46%	21,175	0.59%
DISTRICT COURTS RECORDS TECH	240,870	6,890	2.86%	11,082	-37.83%
DA CHECK PROCESSING	138,631	510	0.37%	353	44.66%
DA DRUG FORFEITURE	186,286	65,971	35.41%	357	18391.80%
GENERAL RECORDS MGMT/PRESERVAT	642,640	37,885	5.90%	25,215	50.25%
COURTHOUSE SECURITY	381,110	56,652	14.86%	51,713	9.55%
COURT REC. PRESERVATION	130,350	8,852	6.79%	5,640	56.95%
ELECTION ADMIN FEES	34,003	10,831	31.85%	14,605	-25.84%
SHERIFF FEDERAL FORFEITURE	376,310	123	0.03%	13,465	-99.09%
COUNTY CLERK VITALS PRESERVATION	47,344	4,210	8.89%	39,726	-89.40%
SHERIFF SEIZURE	298,515	13	0.00%	107	-87.43%
SHERIFF FORFEITURE	270,589	6,893	2.55%	57,873	-88.09%
DA DRUG SEIZURE	386,663	99,486	25.73%	178,495	-44.26%
COURT FACILITY FEE FUND	-	2,460	0.00%	-	0.00%
CONSTABLE 2 FORFEITURE	1,428	2	0.13%	1,251	-99.85%
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	0.00%	-	N/A
PAYROLL	-	-	0.00%	-	N/A
TRUANCY & PREVENTION	81,954	6,822	8.32%	13,424	-49.18%
AMERICAN RESCUE PLAN ACT	35,569,237	6,025	0.02%	-	N/A
SPECIAL INVENTORY - TAX OFFICE	34,321	-	0.00%	-	N/A
CONSTABLE PCT LEOSE FUND	-	-	N/A	-	N/A
CONSTABLE PCT 2 LEOSE FUND	-	640	N/A	-	N/A
CONSTABLE PCT 3 LEOSE FUND	-	597	N/A	-	N/A
CONSTABLE PCT 4 LEOSE FUND	-	597	N/A	-	N/A
SHERIFF OFFICE LEOSE FUND	-	10,143	N/A	-	N/A
DISTRICT ATTORNEY LEOSE FUND	-	769	N/A	-	N/A
VEHICLE REPLACEMENT FUND	1,182,090	12,588	1.06%	-	N/A
	<b>46,188,723</b>	<b>1,000,245</b>	<b>2.17%</b>	<b>1,081,585</b>	<b>-7.52%</b>

<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	312,459	-	0.00%	-	N/A
COUNTY & DISTRICT CT TECH	42,314	-	0.00%	-	N/A
JUSTICE COURT TECHNOLOGY	203,785	-	0.00%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	176,761	-	0.00%	-	N/A
JURY	70,140	59,920	85.43%	8,310	621.06%
LAW LIBRARY	259,702	131,675	50.70%	89,340	47.39%
RECORDS MANAGEMENT	2,145,213	67,141	3.13%	55,605	20.75%
CC ARCHIVES RECORDS MANAGEMENT	2,750,722	211,329	7.68%	210,634	0.33%
FIRE MARSHAL SPECIAL FUND	225,103	3,527	1.57%	4,847	-27.23%
DISTRICT COURTS RECORDS TECH	240,870	-	0.00%	-	N/A
DA CHECK PROCESSING	138,631	2,226	1.61%	38,393	-94.20%
DA DRUG FORFEITURE	186,286	1,989	1.07%	94	2014.03%
GENERAL RECORDS MGMT/PRESERVAT	642,640	-	0.00%	-	N/A

**Ellis County Auditor's Report**  
**March 2022**  
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COURTHOUSE SECURITY	379,060	-	0.00%	-	N/A
COURT REC. PRESERVATION	130,350	-	0.00%	-	N/A
ELECTION ADMIN FEES	34,003	3,573	10.51%	-	N/A
SHERIFF FEDERAL FORFEITURE	376,310	621	0.17%	3,166	-80.38%
COUNTY CLERK VITALS PRESERVATION	47,344	2,348	4.96%	-	N/A
SHERIFF SEIZURE	298,515	-	0.00%	-	N/A
SHERIFF FORFEITURE	270,589	267	0.10%	-	N/A
DA DRUG SEIZURE	386,663	66,928	17.31%	3,289	1934.59%
COURT FACILITY FEE FUND	-	-		-	
CONSTABLE 2 FORFEITURE	1,426	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	N/A	-	N/A
TRUANCY & PREVENTION	81,954	-	0.00%	-	N/A
AMERICAN RESCUE PLAN ACT	35,286,371	151,360	0.43%	-	N/A
SPECIAL INVENTORY - TAX OFFICE	34,321	-	0.00%	-	N/A
CONSTABLE PCT LEOSE FUND	-	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	-	-	0.00%	-	N/A
CONSTABLE PCT 3 LEOSE FUND	-	-	0.00%	-	N/A
CONSTABLE PCT 4 LEOSE FUND	-	-	0.00%	-	N/A
SHERIFF OFFICE LEOSE FUND	-	-	0.00%	-	N/A
DISTRICT ATTORNEY LEOSE FUND	-	-	N/A	#N/A	#N/A
VEHICLE REPLACEMENT FUND	1,182,090	32,000	2.71%	-	N/A
	<b>45,903,804</b>	<b>734,903</b>	<b>1.60%</b>	<b>413,680</b>	<b>77.65%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>284,918</b>	<b>265,343</b>		<b>667,905</b>	
<b>Capital Projects Funds - Revenues</b>					
ROAD IMPROVEMENT FUND	1,677,296.29	349,204	20.82%	319,651	9.25%
PERMANENT IMPROVEMENT	6,614,543.48	2,642,493	39.95%	2,418,163	9.28%
ROW AVAILABLE	1,017,792.74	102	0.01%	704,851	-99.99%
ROAD DISTRICT 1	957,886.84	311	0.03%	762	-59.17%
ROAD DISTRICT 5	71,879.27	23	0.03%	43	-45.57%
ROAD DISTRICT 16	197,936.45	64	0.03%	118	-45.57%
SERIES 19 BOND PROJECT	3,889,617.50	1,826	0.05%	3,383	-46.02%
	<b>14,426,953</b>	<b>2,994,024</b>	<b>20.75%</b>	<b>3,446,972</b>	<b>-13.14%</b>
<b>Capital Projects Funds - Expenditures</b>					
ROAD IMPROVEMENT FUND	\$ 1,677,296.29	-	0.00%	-	N/A
PERMANENT IMPROVEMENT	\$ 6,614,543.48	3,753,509	56.75%	2,576	145610.74%
ROW AVAILABLE	\$ 1,017,792.74	446,186	43.84%	284,807	56.66%
ROAD DISTRICT 1	\$ 957,887.00	-	0.00%	-	N/A
ROAD DISTRICT 5	\$ 71,879.00	-	0.00%	-	N/A
ROAD DISTRICT 16	\$ 197,936.45	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	\$ 3,889,617.50	409,624	10.53%	561,840	-27.09%
	<b>14,426,952</b>	<b>4,609,318</b>	<b>31.95%</b>	<b>849,223</b>	<b>442.77%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>0</b>	<b>(1,615,293)</b>		<b>2,597,749</b>	

<b>Other Funds - Revenues</b>					
TRUST AND AGENCY FUND	-	2	N/A	3,748,043	-100.00%
LEVEE 2	405,571.16	8,866	2.19%	9,131	-2.90%
LEVEE 3	320,939.98	53,778	16.76%	53,834	-0.10%
LEVEE 4	7,784.28	128	1.64%	126	1.69%
	<b>734,295</b>	<b>62,775</b>	<b>8.55%</b>	<b>3,811,133</b>	<b>-98.35%</b>
<b>Other Funds - Expenditures</b>					
TRUST AND AGENCY FUND	\$ -	-	N/A	3,963,303	-100.00%
LEVEE 2	\$ 405,571.16	50	0.00%	9,000	-99.44%
LEVEE 3	\$ 320,939.98	33,225	0.00%	3,200	938.28%
LEVEE 4	\$ 7,784.28	-	0.00%	-	N/A
	<b>734,295</b>	<b>33,275</b>	<b>4.53%</b>	<b>3,975,503</b>	<b>-99.16%</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>-</b>	<b>29,500</b>		<b>(164,369)</b>	

*Ellis County Auditor's Report*  
*March 2022*  
*Fiscal Year 2022*

Benchmark for 6 Months = 50.00%

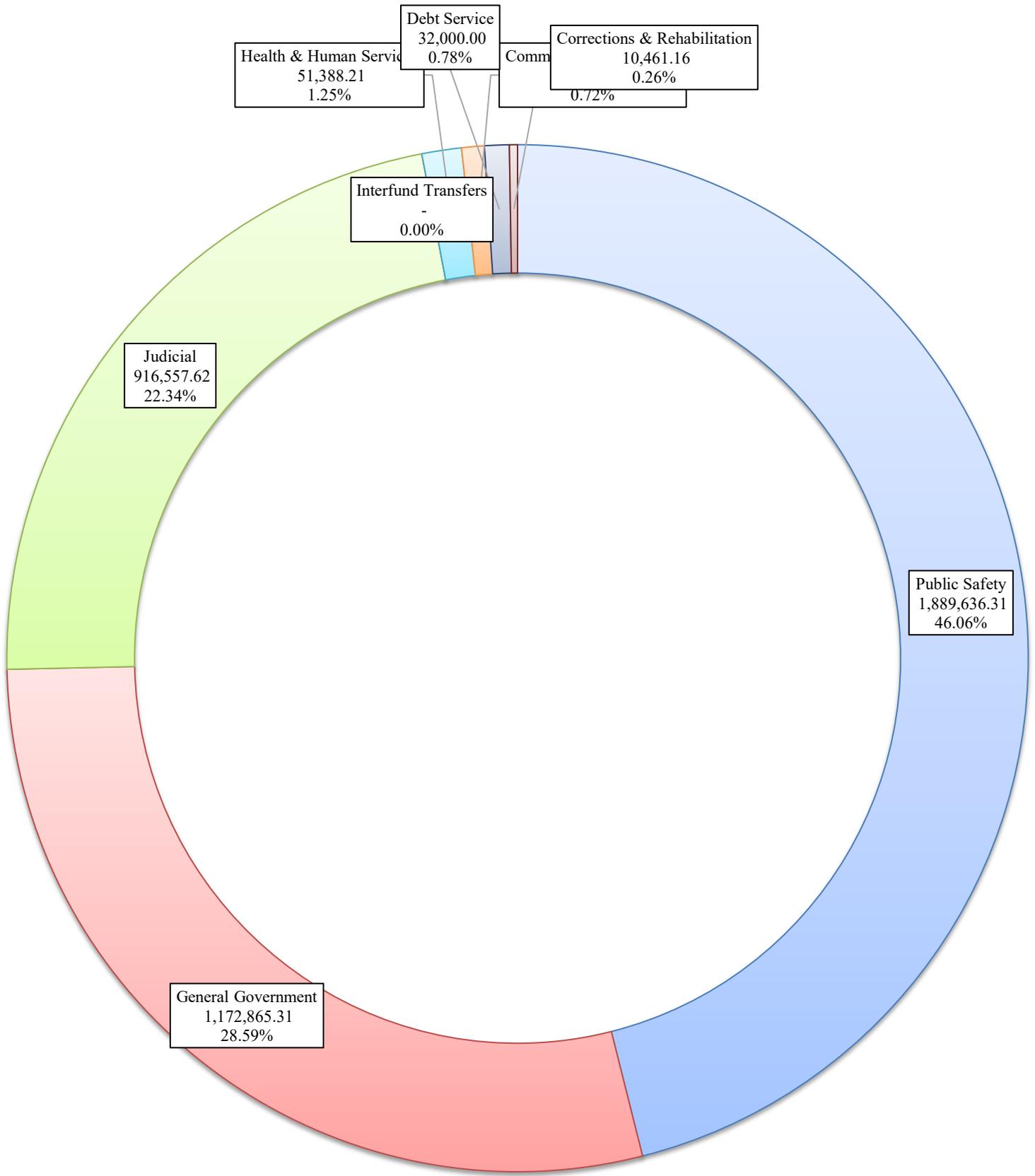
	<u>2022 Budget</u>	<u>YTD Rev/Exp</u> <u>as of 3/31/2022</u>	<u>% of Budget</u> <u>Received/</u> <u>Used</u>	<u>Prior Year</u> <u>YTD</u>	<u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u>
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<i>Summary</i>					
REVENUE SUMMARY	195,539,222	76,515,896	39.13%	78,483,169	-2.51%
EXPENDITURE SUMMARY	156,685,671	41,416,975	26.43%	39,091,856	5.95%
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ 38,853,550.90</b>	<b>35,098,921</b>		<b>39,391,313</b>	

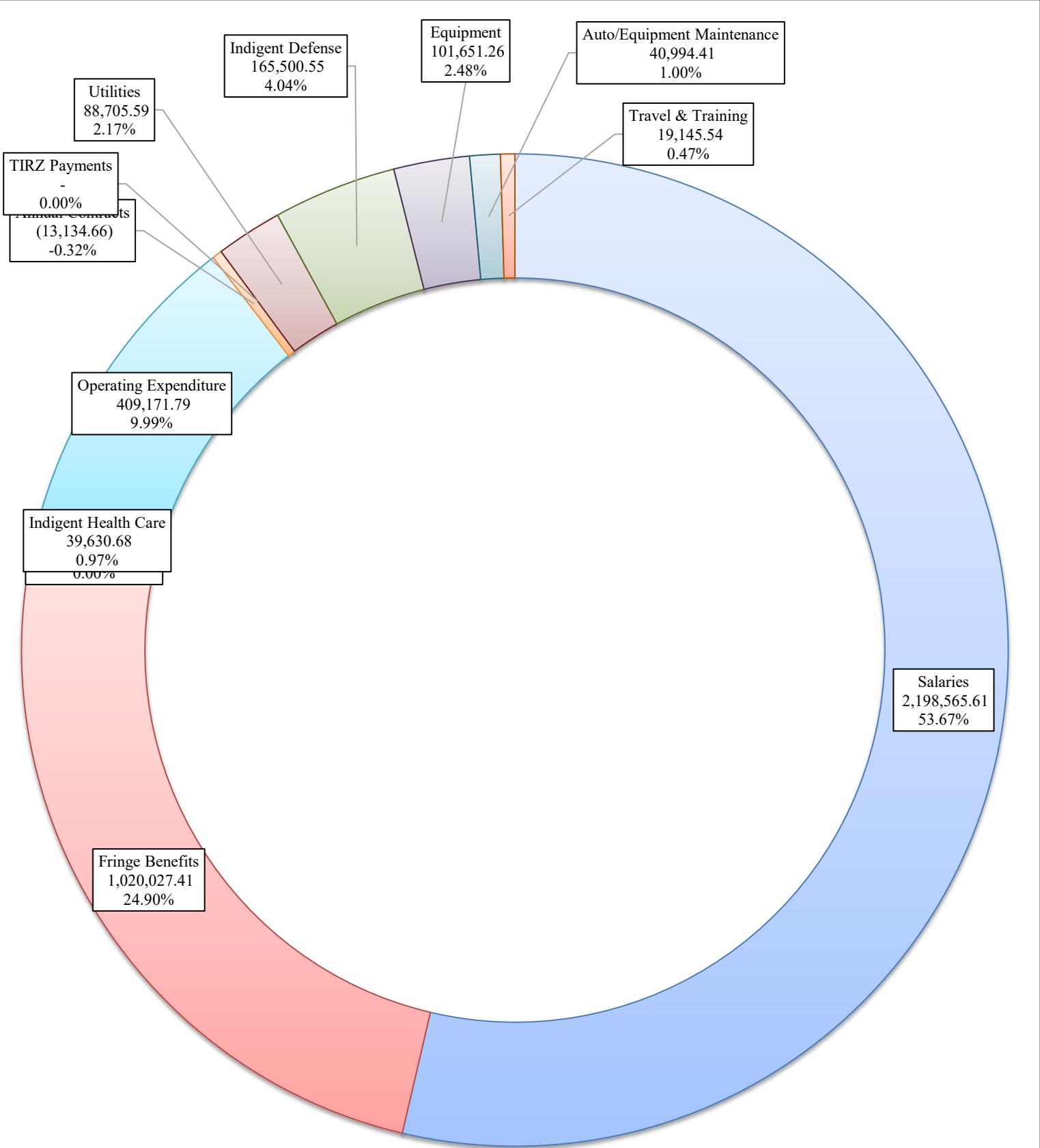
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**Statement of Revenues, Expenditures, and Changes in Fund Balance  
March 2022**

	General Fund	R&B #1	R&B #2	R&B #3	R&B #4	F/M #1	F/M #2	F/M #3	F/M #4
<b>REVENUES</b>									
Property Taxes	\$ 1,185,312.82	\$ 18,250.86	\$ 18,250.86	\$ 18,250.86	\$ 18,250.86	\$ 32,046.23	\$ 32,046.23	\$ 32,046.23	\$ 32,046.23
Mixed Beverage Taxes	-	-	-	-	-	-	-	-	-
License and permits	-	-	-	-	-	-	-	-	-
Fines & Fees	495,334.82	58,325.29	58,325.26	92,008.78	58,325.20	-	-	-	-
Charges for Services	86,222.35	-	-	-	-	-	-	-	-
Grant Revenue	58,471.25	-	-	-	-	-	-	-	-
Intergovernmental	105,495.04	-	-	-	-	-	-	-	2,770.00
Investment income	3,150.79	-	-	-	-	-	-	-	-
Sale of Equipment	-	-	-	-	-	-	-	-	-
Miscellaneous	42,194.16	-	-	-	96.40	-	-	-	-
<b>Total Revenues</b>	<b>1,976,181.23</b>	<b>76,576.15</b>	<b>76,576.12</b>	<b>110,259.64</b>	<b>76,672.46</b>	<b>32,046.23</b>	<b>32,046.23</b>	<b>32,046.23</b>	<b>34,816.23</b>
<b>EXPENDITURES</b>									
General Government	1,172,865.31	-	-	-	-	-	-	-	-
Public Safety	1,889,636.31	-	-	-	-	-	-	-	-
Judicial	916,557.62	-	-	-	-	-	-	-	-
Community Development	29,349.57	-	-	-	-	-	-	-	-
Infrastructure and Environmental	-	81,985.83	77,671.45	98,488.79	93,472.09	186,912.68	65,561.10	3,518.92	53,048.81
Interfund Transfers	-	-	-	-	-	-	-	-	-
Health and Human Services	51,388.21	-	-	-	-	-	-	-	-
Corrections & Rehabilitation	10,461.16	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest & Fiscal Charges	32,000.00	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>4,102,258.18</b>	<b>81,985.83</b>	<b>77,671.45</b>	<b>98,488.79</b>	<b>93,472.09</b>	<b>186,912.68</b>	<b>65,561.10</b>	<b>3,518.92</b>	<b>53,048.81</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(2,126,076.95)</b>	<b>(5,409.68)</b>	<b>(1,095.33)</b>	<b>11,770.85</b>	<b>(16,799.63)</b>	<b>(154,866.45)</b>	<b>(33,514.87)</b>	<b>28,527.31</b>	<b>(18,232.58)</b>
<b>OTHER FINANCING SOURCES (USES)</b>									
Issuance of Long Term Debt	-	-	-	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Operating Transfers In	-	-	-	-	-	-	-	-	-
Operating Transfers Out	\$ 75,174.71	-	-	-	-	-	-	-	-
Total other financing sources (uses)	<u>75,174.71</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	<b>(2,050,902.24)</b>	<b>(5,409.68)</b>	<b>(1,095.33)</b>	<b>11,770.85</b>	<b>(16,799.63)</b>	<b>(154,866.45)</b>	<b>(33,514.87)</b>	<b>28,527.31</b>	<b>(18,232.58)</b>
<b>FUND BALANCE, BEGINNING</b>	<b>\$ 62,610,700.03</b>	<b>\$ 2,208,855.93</b>	<b>\$ 2,071,414.91</b>	<b>\$ 1,576,480.75</b>	<b>\$ 1,627,104.20</b>	<b>\$ 3,017,737.25</b>	<b>\$ 870,584.98</b>	<b>\$ 1,872,150.24</b>	<b>\$ 2,125,024.82</b>
<b>PRIOR PERIOD ADJUSTMENT</b>		-							
<b>FUND BALANCE, ENDING</b>	<b>\$ 60,409,448.37</b>	<b>\$ 2,203,446.25</b>	<b>\$ 2,070,319.58</b>	<b>\$ 1,588,251.60</b>	<b>\$ 1,610,304.57</b>	<b>\$ 2,862,870.80</b>	<b>\$ 837,070.11</b>	<b>\$ 1,900,677.55</b>	<b>\$ 2,106,792.24</b>



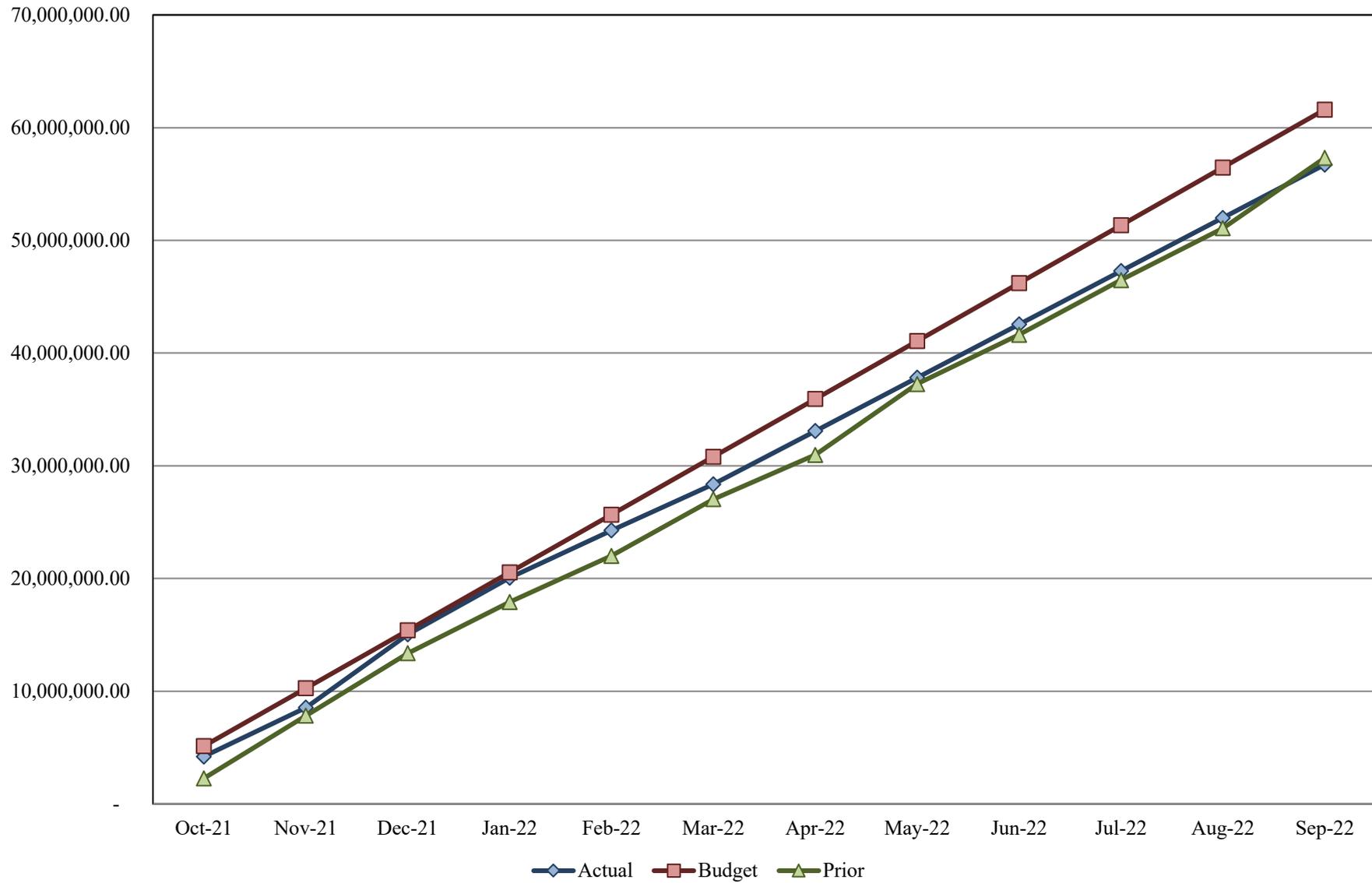
Ellis County  
 March 2022 Expenditures  
 General Fund



Ellis County  
 March 2022 Expenditures  
 General Fund

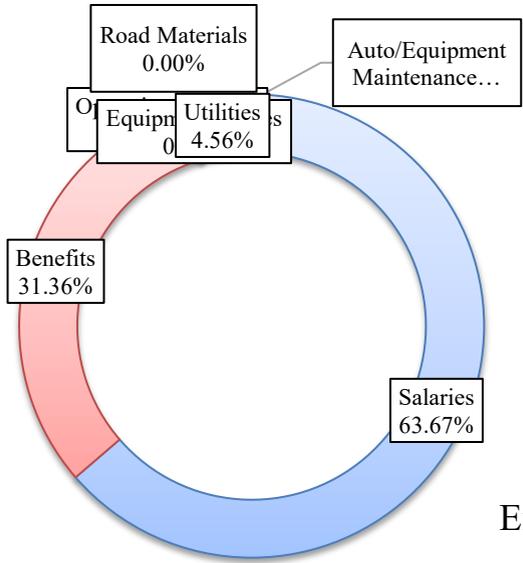
# General Fund

*Expenditure Projection FY2022*

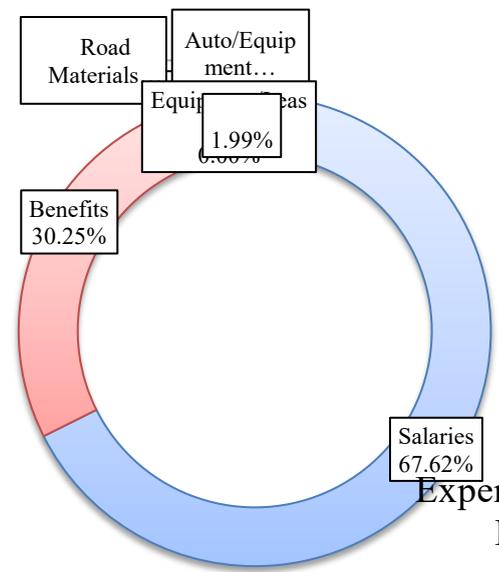


## Road & Bridge Expenditure Summary - March 2022

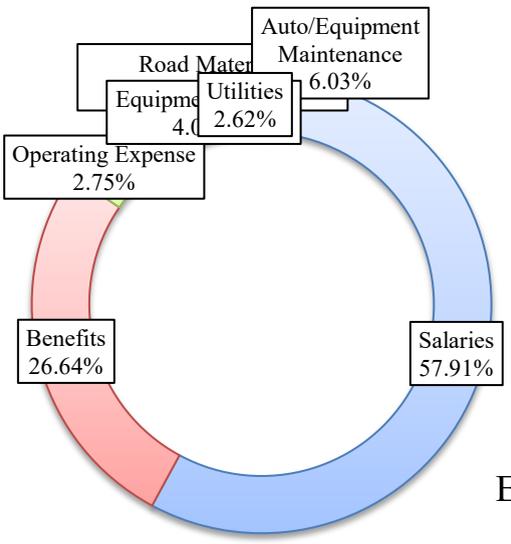
	<b>R&amp;B #1</b>	<b>R&amp;B #2</b>	<b>R&amp;B #3</b>	<b>R&amp;B #4</b>
Salaries	\$ 52,200.55	\$ 52,520.04	\$ 57,031.70	\$ 61,234.63
Benefits	25,709.92	23,495.20	26,233.28	29,655.29
Operating Expense	337.82	111.81	2,708.43	2,216.12
Road Materials	-	-	-	-
Auto/Equipment Maintenance	-	-	5,940.09	119.00
Equipment/Leases	-	-	3,999.00	-
Utilities	3,737.54	1,544.40	2,576.29	247.05
Debt Service - Interest	-	-	-	-
Debt Service - Principal	-	-	-	-
	<b>\$ 81,985.83</b>	<b>\$ 77,671.45</b>	<b>\$ 98,488.79</b>	<b>\$ 93,472.09</b>



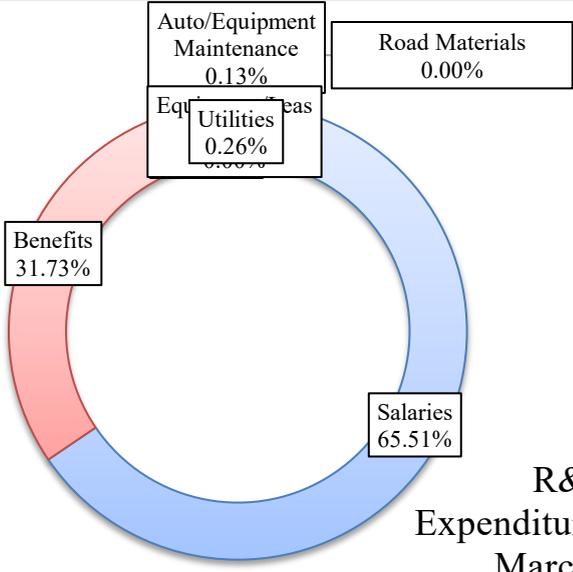
R&B 1  
Expenditure Summary  
March 2022  
\$81,985.83



R&B 2  
Expenditure Summary  
March 2022  
\$77,671.45

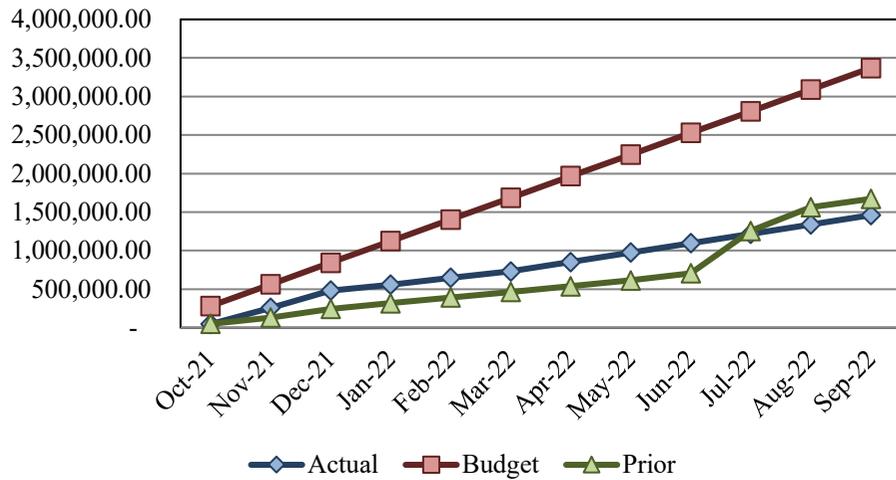


R&B 3  
Expenditure Summary  
March 2022  
\$98,488.79

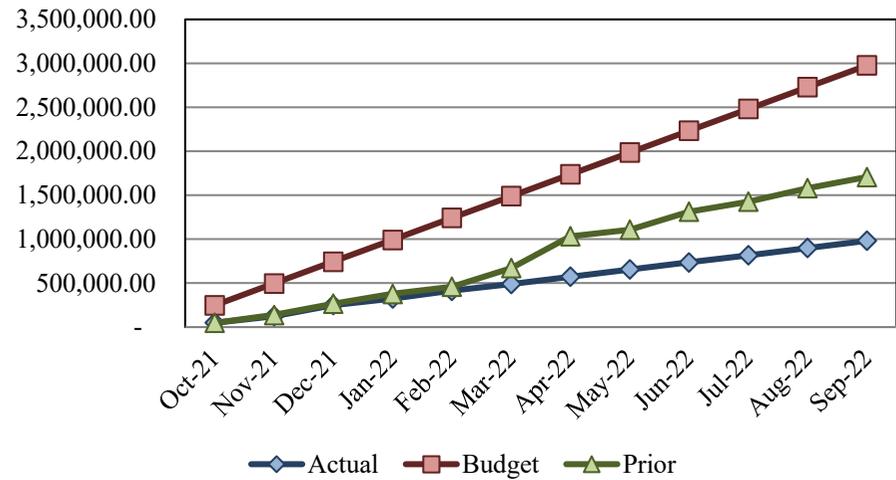


R&B 4  
Expenditure Summary  
March 2022  
\$93,472.09

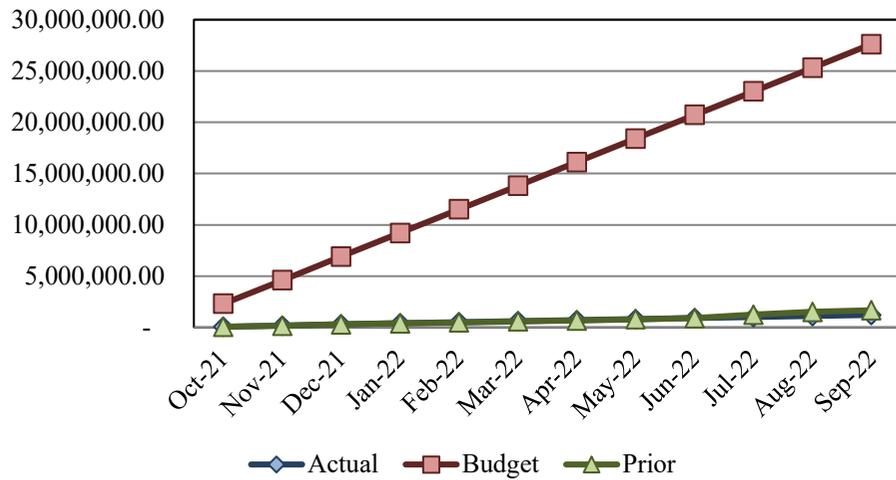
### Road & Bridge Pct. #1 Expenditure Projection FY2022



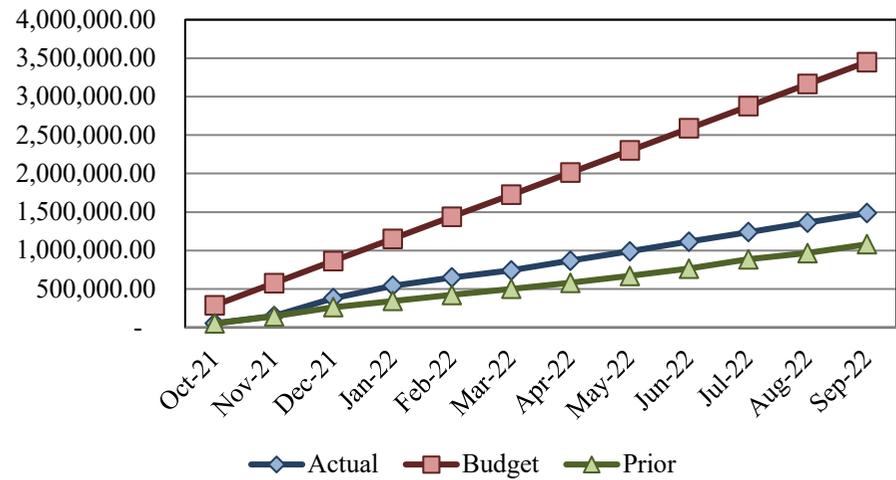
### Road & Bridge Pct. #2 Expenditure Projection FY2022



### Road & Bridge Pct. #3 Expenditure Projection FY2022

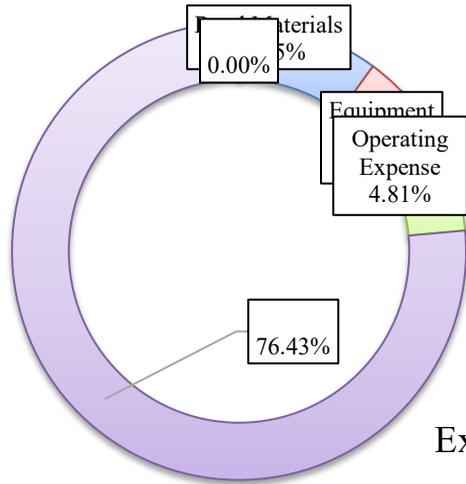


### Road & Bridge Pct. #4 Expenditure Projection FY2022

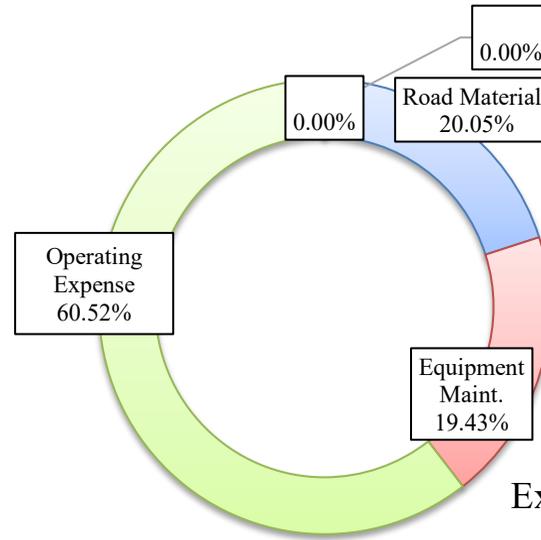


## Farm to Market Expenditure Summary - March 2022

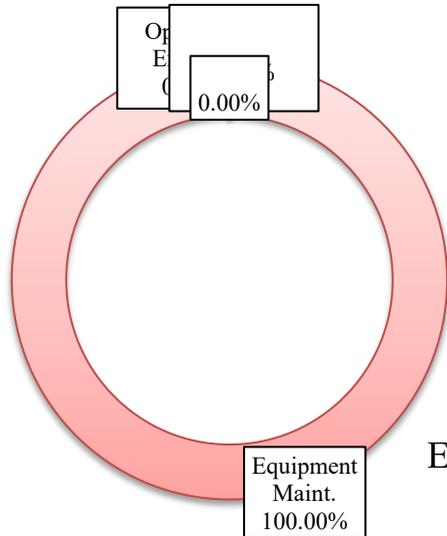
	<b>F/M #1</b>	<b>F/M #2</b>	<b>F/M #3</b>	<b>F/M #4</b>
Road Materials	\$ 18,778.14	\$ 13,146.46	\$ -	\$ -
Equipment Maint.	16,296.50	12,739.72	3,518.92	41,651.47
Operating Expense	8,982.04	39,674.92	-	11,397.34
Equipment/Leases	142,856.00	-	-	-
TIRZ Payments	-	-	-	-
	<b>\$ 186,912.68</b>	<b>\$ 65,561.10</b>	<b>\$ 3,518.92</b>	<b>\$ 53,048.81</b>



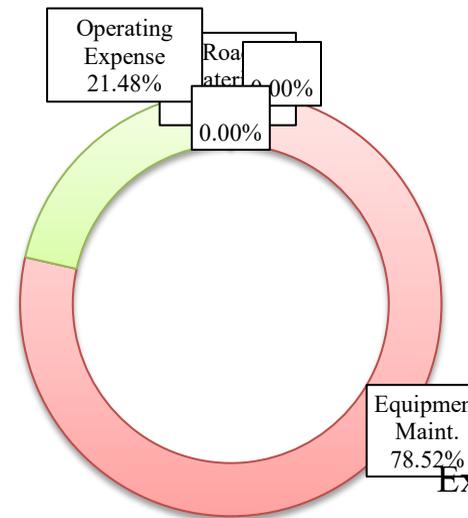
F/M 1  
Expenditure Summary  
March 2022  
\$186,912.68



F/M 2  
Expenditure Summary  
March 2022  
\$65,561.10



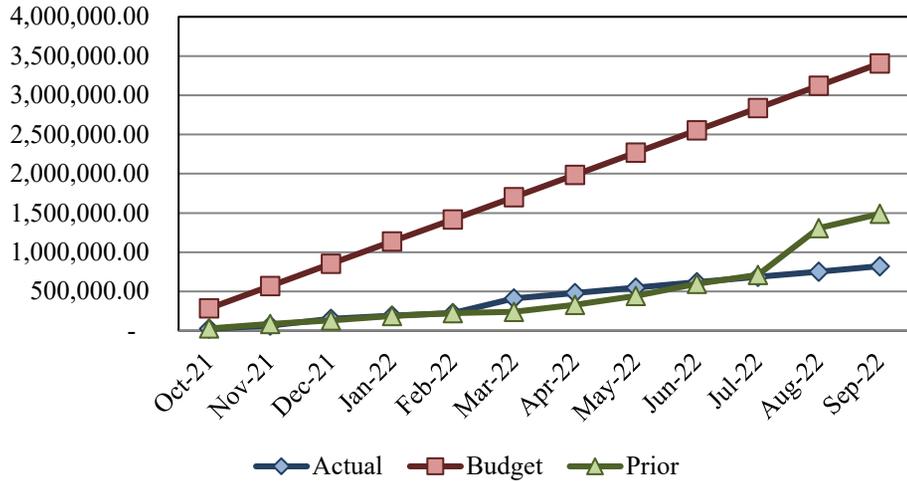
F/M 3  
Expenditure Summary  
March 2022  
\$3,518.92



F/M 4  
Expenditure Summary  
March 2022  
\$53,048.81

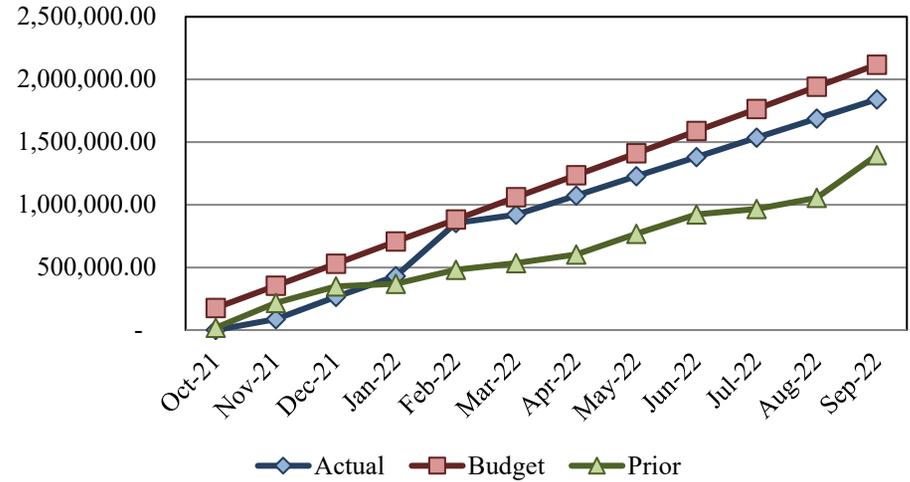
### Farm to Market Pct. #1

*Expenditure Projection FY2022*



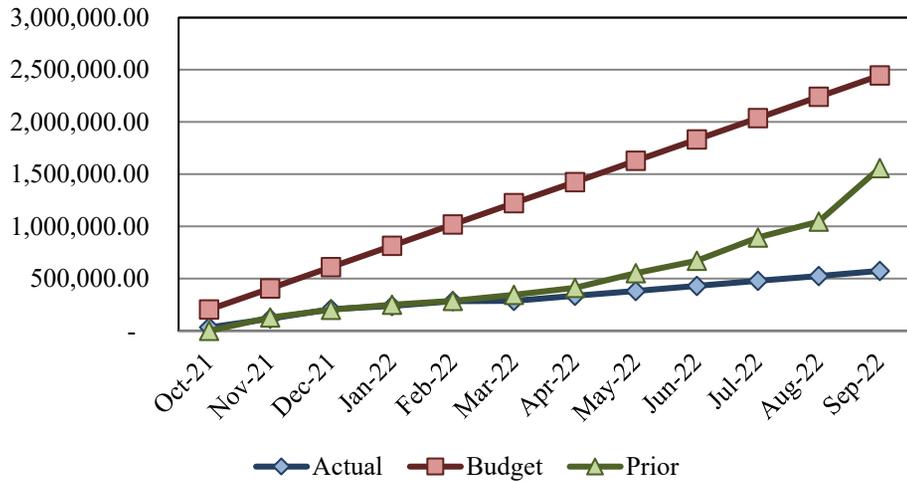
### Farm to Market Pct. #2

*Expenditure Projection FY2022*



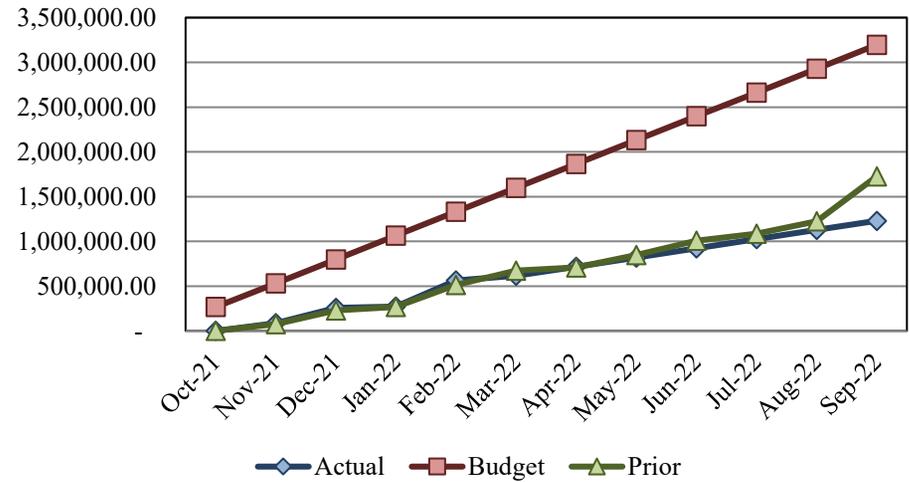
### Farm to Market Pct. #3

*Expenditure Projection FY2022*



### Farm to Market Pct. #4

*Expenditure Projection FY2022*



MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)  
 MELANIE REED, ELLIS DISTRICT CLERK - RAN ON 04/03/2022 AT 08:10pm  
 03/01/2022 THRU 03/31/2022 - PAGE 1

District  
 Clerk  
 March 2022

**CIVIL DISTRIBUTIONS**

STATE CONSOLIDATED FEE	001-0000-270000	5,754.00
STATE CONSOLIDATED FEE	001-0000-270010	135.00
SAPCR TRANSFER FEE	001-0000-270010	45.00
STATE TREAS - OTHER THAN DIV/FAM -	001-0000-270300	2,240.00
CLSI - CV - 2020	001-0000-270320.2	480.00
JUD/SUPP - 2020	001-0000-270340	1,381.00
JCPT - 2020	001-0000-270360	225.00
APPELLATE JUDICIAL SYSTEM FUND	001-0000-270370	760.00
COURT FACILITY FEE FUND	001-0000-270380	3,040.00
STATE FEES	001-0000-280120	40.00
STATE E-FILE FUND - CIVIL - 2020	001-0000-290100	1,370.00
DISTRICT CLERK	001-0310-400150	14,454.90
CLERK OF THE COURT ACCOUNT	001-0310-400205	7,600.00
COURT REPORTER	001-0310-400380	180.00
FINE	001-0310-400410	593.54
BOND FORFEITURE	001-0310-400890	28,500.00
LANGUAGE ACCESS FUND	001-0310-401100	456.00
COUNTY DISPUTE RESOLUTION FUND	001-0310-401300	2,280.00
ADMINISTRATION	001-0310-406470	156.37
COURT REPORTER SERVICES FUND	001-0320-406780	3,800.00
SHERIFF	001-0330-400350	8,404.48
CONSTABLE 1	001-0611-400150	180.00
CONSTABLE 3	001-0613-400150	140.00
RECORDS MGMT #2	016-0916-400630	245.00
COUNTY JURY FUND	017-0917-400035	1,520.00
JURY	017-0917-406080	220.00
LAW LIBRARY	019-0919-406080	5,740.00
COURT RECORDS ARCHIVE FEE	026-0926-400680	460.00
RECORD MGMT AND PRESERVATION	032-0932-400670	6,265.00
PRESERVATION/DIG./NAT. DISASTER	032-0932-400750	420.00
COURTHOUSE SECURITY	033-0933-406310	230.00
COURTHOUSE SECURITY FUND	033-0933-406320	3,040.00

**100,355.29**

**CRIMINAL DISTRIBUTIONS**

STATE CONSOLIDATED - 2020	001-0000-280100	4,453.41
CCC - (2004-2019)	001-0000-280120	640.00
EMS TRAUMA - 2020	001-0000-280140	195.00
INDIGENT DEFENSE-JSF (PMC)	001-0000-280160	40.00
TMPY - 2020	001-0000-280340	547.00
STATE EFILE FUND - CRIMINAL - 2020	001-0000-290100	20.00
DRUG COURT FEE - 2020	001-0000-290200	193.00
REIMB-CPS ATTY FEE AND ATTORNEY FEE	001-0010-400240	269.00
DISTRICT CLERK	001-0310-400150	790.00
FINE	001-0310-400410	8,160.00
FINES	001-0310-400410	11,731.83
COUNTY SPECIALITY COURT ACCOUNT	001-0310-403030	410.00
SHERIFF	001-0330-400350	203.00
TECHNOLOGY FEE	014-0914-400810	64.00
JURY	017-0917-406080	36.00
RECORD MGMT AND PRESERVATION	032-0932-400670	558.37
PRESERVATION/DIG./NAT. DISASTER	032-0932-400750	20.00
COURTHOUSE SECURITY	033-0933-406310	180.00

**28,510.61**

**GENERAL DISTRIBUTIONS**

DISTRICT CLERK	001-0310-400150	4,777.78
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MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)  
 MELANIE REED, ELLIS DISTRICT CLERK - RAN ON 04/03/2022 AT 08:10pm  
 03/01/2022 THRU 03/31/2022 - PAGE 2

PASSPORTS	001-0310-400790	14,245.00
		19,022.78
<b>JUVENILE DISTRIBUTIONS</b>		
JUV DIV FND - 2020	001-0000-280180	40.00
		40.00
	<b>TOTAL DISBURSEMENTS:</b>	<b>147,928.68</b>
	<b>DIRECT DEPOSIT TRANSACTIONS:</b>	<b>(3,004.13)</b>
	<b>CREDIT CARD CHARGES:</b>	<b>(28,218.40)</b>
	<b>EFILING CC CHARGES:</b>	<b>(31,869.00)</b>
	<b>EFILING CHECK CHARGES:</b>	<b>(0.00)</b>
	<b>ERECORDING CC CHARGES:</b>	<b>(0.00)</b>
	<b>ESCROW CHARGES 4-001-0320-0400:</b>	<b>(114.25)</b>
	<b>ESCROW PAYMENTS 4-001-0320-0400:</b>	<b>350.00</b>
	<b>REIMBURSEMENT 4-001-0310-0003:</b>	<b>0.00</b>
	<b>TOTAL DEPOSIT:</b>	<b>85,072.90</b>
	<b><u>NON-DISBURSED FEES</u></b>	
	<b>CASH BOND FEE CODE:</b>	<b>41,500.00</b>
	<b>RETURN OTHER:</b>	<b>4,496.82</b>
	<b>TOTAL RECEIVED:</b>	<b>131,069.72</b>

SUMMARY BREAKDOWN

TOTAL FINE	19,891.83
TOTAL ALL OTHER FEES	128,036.85
<b>TOTAL</b>	<b>147,928.68</b>

	OVER/SHORT	\$ _____ . ____
CHECKS	85,924.72	
CASH	8,899.00	
CASH REFUND	(0.00)	
MONEY ORDER	913.00	
CREDIT CARD	28,218.40	
EFILING CC	50,089.00	
EF COLLECTED	31,869.00	
EF UNCOLLECTED	18,220.00	
EFILING CHECK	0.00	
ERECORDING CC	0.00	
DIRECT DEPOSIT	3,004.13	
CASHIER'S CHECK	35,333.00	
<b>TOTAL</b>	<b>212,381.25</b>	

RECEIPT NO. 490576 TO 491939

EXCLUDING TS/WF/NC/UN RECEIPT NO. 490878, 490940, 490941, 490942, 491021, 491080, 491081, 491083, 491085, 491086, 491088, 491102, 491105, 491106, 491120, 491137, 491141, 491144, 491149, 491187, 491510, 491514, 491517, 491524, 491527, 491531, 491560, 491561, 491562, 491563, 491564, 491806, 491862, 491864, 491866, 491867, 491871, 491873, 491874, 491876, 491886, 491896, 491897, 491898, 491902, 491923, 491924, 491927, 491930, 491932, 491933, 491937

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)  
MELANIE REED, ELLIS DISTRICT CLERK - RAN ON 04/03/2022 AT 08:10pm  
03/01/2022 THRU 03/31/2022 - PAGE 3

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ALL RECEIPT NO. 490576 TO 491939

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (SUMMARY REPORT)  
MELANIE REED, ELLIS DISTRICT CLERK - RAN ON 04/03/2022 AT 08:11pm  
03/01/2022 THRU 03/31/2022 - PAGE 1

**ALL DISTRIBUTIONS**

STATE CONSOLIDATED FEE	001-0000-270000	5,754.00
STATE CONSOLIDATED FEE	001-0000-270010	135.00
SAPCR TRANSFER FEE	001-0000-270010	45.00
STATE TREAS - OTHER THAN DIV/FAM -	001-0000-270300	2,240.00
CLSI - CV - 2020	001-0000-270320.2	480.00
JUD/SUPP - 2020	001-0000-270340	1,381.00
JCPT - 2020	001-0000-270360	225.00
APPELLATE JUDICIAL SYSTEM FUND	001-0000-270370	760.00
COURT FACILITY FEE FUND	001-0000-270380	3,040.00
STATE CONSOLIDATED - 2020	001-0000-280100	4,453.41
CCC - (2004-2019)	001-0000-280120	248.00
STATE FEES	001-0000-280120	40.00
CCC - (2004-2019)	001-0000-280120	392.00
EMS TRAUMA - 2020	001-0000-280140	195.00
INDIGENT DEFENSE-JSF (PMC)	001-0000-280160	40.00
JUV DIV FND - 2020	001-0000-280180	40.00
TMPY - 2020	001-0000-280340	547.00
STATE E-FILE FUND - CIVIL - 2020	001-0000-290100	30.00
STATE EFILE FUND - CRIMINAL - 2020	001-0000-290100	10.00
STATE E-FILE FUND - CIVIL - 2020	001-0000-290100	420.00
STATE EFILE FUND - CRIMINAL - 2020	001-0000-290100	10.00
STATE E-FILE FUND - CIVIL - 2020	001-0000-290100	920.00
DRUG COURT FEE - 2020	001-0000-290200	193.00
REIMB-CPS ATTY FEE AND ATTORNEY FEE	001-0010-400240	269.00
DISTRICT CLERK	001-0310-400150	20,022.68
CLERK OF THE COURT ACCOUNT	001-0310-400205	7,600.00
COURT REPORTER	001-0310-400380	180.00
FINE	001-0310-400410	8,753.54
FINES	001-0310-400410	11,731.83
PASSPORTS	001-0310-400790	14,245.00
BOND FORFEITURE	001-0310-400890	28,500.00
LANGUAGE ACCESS FUND	001-0310-401100	456.00
COUNTY DISPUTE RESOLUTION FUND	001-0310-401300	2,280.00
COUNTY SPECIALITY COURT ACCOUNT	001-0310-403030	410.00
ADMINISTRATION	001-0310-406470	156.37
COURT REPORTER SERVICES FUND	001-0320-406780	3,800.00
SHERIFF	001-0330-400350	8,607.48
CONSTABLE 1	001-0611-400150	180.00
CONSTABLE 3	001-0613-400150	140.00
TECHNOLOGY FEE	014-0914-400810	64.00
RECORDS MGMT #2	016-0916-400630	245.00
COUNTY JURY FUND	017-0917-400035	1,520.00
JURY	017-0917-406080	256.00
LAW LIBRARY	019-0919-406080	5,740.00
COURT RECORDS ARCHIVE FEE	026-0926-400680	460.00
RECORD MGMT AND PRESERVATION	032-0932-400670	6,823.37
PRESERVATION/DIG./NAT. DISASTER	032-0932-400750	440.00
COURTHOUSE SECURITY	033-0933-406310	410.00
COURTHOUSE SECURITY FUND	033-0933-406320	3,040.00

**147,928.68**

<b>TOTAL DISBURSEMENTS:</b>	<b>147,928.68</b>
<b>DIRECT DEPOSIT TRANSACTIONS:</b>	<b>(3,004.13)</b>
<b>CREDIT CARD CHARGES:</b>	<b>(28,218.40)</b>
<b>EFILING CC CHARGES:</b>	<b>(31,869.00)</b>
<b>EFILING CHECK CHARGES:</b>	<b>(0.00)</b>
<b>ERECORDING CC CHARGES:</b>	<b>(0.00)</b>
<b>ESCROW CHARGES 4-001-0320-0400:</b>	<b>(114.25)</b>

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (SUMMARY REPORT)  
 MELANIE REED, ELLIS DISTRICT CLERK - RAN ON 04/03/2022 AT 08:11pm  
 03/01/2022 THRU 03/31/2022 - PAGE 2

ESCROW PAYMENTS 4-001-0320-0400:	350.00
REIMBURSEMENT 4-001-0310-0003:	0.00
TOTAL DEPOSIT:	85,072.90

<u>NON-DISBURSED FEES</u>	
CASH BOND FEE CODE:	41,500.00
RETURN OTHER:	4,496.82
TOTAL RECEIVED:	131,069.72

SUMMARY BREAKDOWN

TOTAL FINE	19,891.83
TOTAL ALL OTHER FEES	128,036.85
TOTAL	147,928.68

	OVER/SHORT	\$ _____
CHECKS	85,924.72	
CASH	8,899.00	
CASH REFUND	(0.00)	
MONEY ORDER	913.00	
CREDIT CARD	28,218.40	
EFILING CC	50,089.00	
EF COLLECTED	31,869.00	
EF UNCOLLECTED	18,220.00	
EFILING CHECK	0.00	
ERECORDING CC	0.00	
DIRECT DEPOSIT	3,004.13	
CASHIER'S CHECK	35,333.00	
TOTAL	212,381.25	
RECEIPT NO. 490576 TO 491939		
EXCLUDING TS/WF/NC/UN RECEIPT NO.		
	490878, 490940, 490941, 490942, 491021, 491080, 491081,	
	491083, 491085, 491086, 491088, 491102, 491105, 491106,	
	491120, 491137, 491141, 491144, 491149, 491187, 491510,	
	491514, 491517, 491524, 491527, 491531, 491560, 491561,	
	491562, 491563, 491564, 491806, 491862, 491864, 491866,	
	491867, 491871, 491873, 491874, 491876, 491886, 491896,	
	491897, 491898, 491902, 491923, 491924, 491927, 491930,	
	491932, 491933, 491937	
ALL RECEIPT NO. 490576 TO 491939		

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
TRANSACTIONS AUDIT (BY FEE CODES) - CASHBONDS TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
CB	001-0310-400030	\$41,500.00
	<b>TOTAL</b>	<b>\$41,500.00</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
 TRANSACTIONS AUDIT (BY FEE CODES) - CIVIL TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
CLERK OF THE COURT A	001-0310-400150	\$1,239.30
COUNTY RECORDS MGMT	032-0932-400670	\$1,460.00
CITATION	001-0310-400150	\$2,721.92
PRECEPT	001-0310-400150	\$424.00
WAGE ASSIGN	001-0310-400150	\$195.00
CPC	001-0310-400150	\$920.00
APPELLATE JUDICIAL S	001-0000-270370	\$760.00
COURT FACILITY FEE F	001-0000-270380	\$3,040.00
CLERK OF THE COURT A	001-0310-400205	\$7,600.00
COUNTY RECORDS MGMT	032-0932-400670	\$4,560.00
COURT REPORTER SERVI	001-0320-406780	\$3,800.00
COUNTY LAW LIBRARY F	019-0919-406080	\$5,320.00
COURTHOUSE SECURITY	033-0933-406320	\$3,040.00
LANGUAGE ACCESS FUND	001-0310-401100	\$456.00
COUNTY JURY FUND	017-0917-400035	\$1,520.00
COUNTY DISPUTE RESOL	001-0310-401300	\$2,280.00
JURY FEE	017-0917-406080	\$220.00
STATE CONSOLIDATED F	001-0000-270000	\$5,754.00
CLK FILING	001-0310-400150	\$4,027.00
STATE TREAS	001-0000-270300	\$2,240.00
LAW LIBRARY	019-0919-406080	\$420.00
STENO	001-0310-400380	\$180.00
REC OF PREV	032-0932-400670	\$245.00
COURT SEC	033-0933-406310	\$230.00
REC MGMT #2	016-0916-400630	\$245.00
CONSTABLE 3	001-0613-400150	\$140.00
SERV	001-0310-400150	\$2,570.00
BOND-FORF	001-0310-400890	\$28,500.00
JUD/SUPP	001-0000-270340	\$1,381.00
DRO INITIAL OPERATIO	16-CIV	\$0.00
STATE CONSOLIDATED F	001-0000-270010	\$135.00
ARCHIVE FEE	026-0926-400680	\$460.00
PRESERVATION/DIG.	032-0932-400750	\$420.00
CLSI-CV	001-0000-270320.2	\$480.00
STATE E-FILE FUND	001-0000-290100	\$1,370.00
JCPT	001-0000-270360	\$225.00
ADM	001-0310-406470	\$156.37
RELFEE	001-0330-400350	\$249.48
FINES/CIV	001-0310-400410	\$593.54
PC	001-0310-400150	\$988.00
SERVICE BY CONSTABLE	001-0611-400150	\$180.00
MOTION	001-0310-400150	\$596.40
WRIT	001-0310-400150	\$213.28

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
TRANSACTIONS AUDIT (BY FEE CODES) - CIVIL TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
CERT-SEAL	001-0310-400150	\$105.00
RETN-OTHER	001-0310-400150	\$4,496.82
SHERIFF	001-0330-400350	\$4,500.00
SUBP	001-0310-400150	\$24.00
CLK FILING	001-0310-400150	\$45.00
STATE TREAS	001-0000-280120	\$40.00
SHERIFF JAN 99-DEC 0	001-0330-400350	\$250.00
SERV-CM EXP ORDER	001-0310-400150	\$360.00
BOND-APP	001-0310-400150	\$10.00
SHERIFF-WRIT	001-0330-400350	\$3,405.00
ABST-JUDGE	001-0310-400150	\$16.00
SAPCR TRANSFER FEE	001-0000-270010	\$45.00
		-----
	<b>TOTAL</b>	<b>\$104,852.11</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
TRANSACTIONS AUDIT (BY FEE CODES) - CIVIL WAIVED FEES TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
STATE CONSOLIDATED F	001-0000-270000	\$137.00
APPELLATE JUDICIAL S	001-0000-270370	\$5.00
COURT FACILITY FEE F	001-0000-270380	\$20.00
CLERK OF THE COURT A	001-0310-400205	\$50.00
COUNTY RECORDS MGMT	032-0932-400670	\$30.00
COURT REPORTER SERVI	001-0320-406780	\$25.00
COUNTY LAW LIBRARY F	019-0919-406080	\$35.00
COURTHOUSE SECURITY	033-0933-406320	\$20.00
LANGUAGE ACCESS FUND	001-0310-401100	\$3.00
COUNTY JURY FUND	017-0917-400035	\$10.00
COUNTY DISPUTE RESOL	001-0310-401300	\$15.00
	<b>TOTAL</b>	<b>\$350.00</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
 TRANSACTIONS AUDIT (BY FEE CODES) - CRIMINAL TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
ATTORNEY FEE	001-0010-400240	\$269.00
ARREST FEE	001-0330-400350	\$186.00
JURY	017-0917-406080	\$20.00
JSF/COURT	001-0000-280160	\$30.00
INDIGENT DEFENSE	001-0000-280160	\$10.00
PRESERVATION/DIG.	032-0932-400750	\$20.00
STATE E-FILE FUND	001-0000-290100	\$20.00
DRUG COURT FEE	001-0000-290200	\$193.00
DIST CLERK	001-0310-400150	\$165.00
CCC	001-0000-280120	\$640.00
RMF	032-0932-400670	\$127.00
SEC	033-0933-406310	\$21.00
COMMIT/RELEASE	001-0330-400350	\$17.00
STATE CONSOLIDATED C	001-0000-280100	\$4,453.41
FINE	001-0310-400410	\$8,160.00
LOCAL CONSOLIDATED C	001-0310-400150	\$625.00
LOCAL CONSOLIDATED C	032-0932-400670	\$431.37
LOCAL CONSOLIDATED C	017-0917-406080	\$16.00
LOCAL CONSOLIDATED C	033-0933-406310	\$159.00
LOCAL CONSOLIDATED C	014-0914-400810	\$64.00
LOCAL CONSOLIDATED C	001-0310-403030	\$410.00
TMPY	001-0000-280340	\$547.00
EMS TRAUMA FACITIES	001-0000-280140	\$195.00
GENERAL FINE	001-0310-400410	\$11,731.83
<b>TOTAL</b>		<b>\$28,510.61</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
 TRANSACTIONS AUDIT (BY FEE CODES) - CRIMINAL TIME SERVED TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
GENERAL FINE	001-0310-400410	\$3,325.00
STATE CONSOLIDATED C	001-0000-280100	\$6,845.00
LOCAL CONSOLIDATED C	001-0310-400150	\$1,480.00
LOCAL CONSOLIDATED C	032-0932-400670	\$925.00
LOCAL CONSOLIDATED C	017-0917-406080	\$37.00
LOCAL CONSOLIDATED C	033-0933-406310	\$370.00
LOCAL CONSOLIDATED C	014-0914-400810	\$148.00
LOCAL CONSOLIDATED C	001-0310-403030	\$925.00
DIST CLERK	001-0310-400150	\$240.00
CCC	001-0000-280120	\$798.00
RMF	032-0932-400670	\$150.00
SEC	033-0933-406310	\$30.00
COMMIT/RELEASE	001-0330-400350	\$30.00
ARREST FEE	001-0330-400350	\$300.00
JURY	017-0917-406080	\$24.00
JSF/COURT	001-0000-280160	\$36.00
INDIGENT DEFENSE	001-0000-280160	\$12.00
PRESERVATION/DIG.	032-0932-400750	\$24.00
STATE E-FILE FUND	001-0000-290100	\$30.00
DRUG COURT FEE	001-0000-290200	\$180.00
FINE	001-0310-400410	\$5,709.00
ATTORNEY FEE	001-0010-400240	\$1,835.00
ATTORNEY'S FEES	001-0310-400240	\$2,825.00
<b>TOTAL</b>		<b>\$26,278.00</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
TRANSACTIONS AUDIT (BY FEE CODES) - CRIMINAL WAIVED FEES TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
ATTORNEY FEE	001-0010-400240	\$5,215.00
ATTORNEY'S FEES	001-0310-400240	\$1,065.00
	<b>TOTAL</b>	<b>\$6,280.00</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
TRANSACTIONS AUDIT (BY FEE CODES) - GENERAL TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
PSPT FEE	001-0310-400790	\$14,245.00
CERT-SEAL	001-0310-400150	\$1,000.00
CPC	001-0310-400150	\$2,306.00
COPEL1-10	001-0310-400150	\$8.00
PC	001-0310-400150	\$1,180.00
COPEL11	001-0310-400150	\$17.30
TPC	001-0310-400150	\$42.25
CRIMINAL SEARCH	001-0310-400150	\$30.00
STRADUS	001-0310-400150	\$189.23
CIVIL SEARCH	001-0310-400150	\$5.00
	<b>TOTAL</b>	<b>\$19,022.78</b>

APRIL 03, 2022 08:08pm ELLIS DISTRICT CLERK 972-825-5091  
TRANSACTIONS AUDIT (BY FEE CODES) - JUVENILE TRANSACTIONS FROM 03/01/2022 TO 03/31/2022

FEE DESCRIPTION	GL CODE	FEE TOTAL
JUV DIV FND	001-0000-280180	\$40.00
	<b>TOTAL</b>	<b>\$40.00</b>

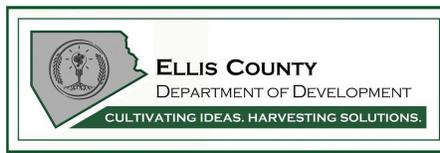
ELLIS DISTRICT CLERK OFFICE 08:11pm APRIL 03, 2022  
VOID RECEIPTS REPORT FROM 03/01/2022 TO 03/31/2022 - PAGE 1

RECEIPT #	CAUSE #	VOIDED RCT	VB	VOID DATE	CHRG AMT	PAY	PAY AMOUNT	REASON
491048	JAMIE ARQUITTE	490856	RL	03/11/2022	-35.00	DD	-35.00	WRONG PMT TYPE
491050	ARQUITTE, JAMIE	490924	VM	03/11/2022	-35.00	CC	-35.00	DUPLICATE PAYMENT
491267	46692CR	491265	MR	03/17/2022	-15.41	CK	-15.41	DUPLICATE VOIDED
491268	46069CR	491266	MR	03/17/2022	-125.00	CK	-125.00	DUPLICATE VOIDED
491336	44652CR	491311	MR	03/17/2022	-35.00	CK	-35.00	DUPLICATE VOIDED
REPORT TOTAL					-245.41		-245.41	
5 RECORDS SELECTED								

## Trial Balance for Ellis County

From 03/26/2022 - 04/11/2022

<i>Fund</i>	<i>Name</i>	<i>Opening Balance</i>	<i>Debit</i>	<i>Credit</i>	<i>Closing Balance</i>
1	GENERAL FUND	66,714,870.36	3,528,862.55	(3,769,874.12)	66,473,738.84
2	ROAD IMPROVEMENT FUND	1,689,070.26	2,962.08	-	1,692,032.34
3	ROAD/BRIDGE PCT. 1	1,985,816.44	43,769.37	(48,682.33)	1,980,903.48
4	ROAD/BRIDGE PCT. 2	1,838,364.65	57,617.77	(78,129.37)	1,817,853.05
5	ROAD/BRIDGE PCT. 3	1,549,199.34	45,431.67	(64,501.71)	1,530,129.30
6	ROAD/BRIDGE PCT. 4	2,185,628.71	45,987.81	(56,486.12)	2,175,130.40
7	ADULT PROBATION	1,386,700.45	202,059.37	(80,721.88)	1,508,037.94
8	JUVENILE PROBATION	390,043.52	45,737.52	(135,736.85)	300,044.19
9	F/M PCT. 1	3,236,409.23	12,432.67	(22,379.67)	3,226,462.23
10	F/M PCT. 2	1,027,436.80	13,070.11	(64,283.95)	976,222.96
11	F/M PCT. 3	1,995,755.42	12,581.41	(2,441.66)	2,005,895.17
12	F/M PCT. 4	2,142,657.81	52,251.02	(35,289.71)	2,159,619.12
13	LATERAL ROAD PCT. 1	312,424.24	-	-	312,424.24
14	COUNTY & DISTRICT CT TECH	40,730.51	152.00	-	40,882.51
15	JUSTICE COURT TECHNOLOGY FUND	189,050.07	669.81	-	189,719.88
16	DC ARCHIVES RECORDS MANAGEMENT	169,509.20	80.00	-	169,589.20
17	JURY	116,380.96	1,270.58	(1,060.00)	116,591.54
18	PERMANENT IMPROVEMENT	2,765,189.88	22,439.99	-	2,787,629.87
19	LAW LIBRARY	(48,854.54)	7,104.75	(6,455.51)	(48,205.30)
20	TRUST AND AGENCY FUND	1,195,085.54	-	-	1,178,135.86
21	RECORDS MANAGEMENT	1,957,324.53	29,240.00	-	1,986,564.53
22	CC ARCHIVES RECORDS MANAGEMENT	2,478,606.99	29,020.00	-	2,507,626.99
23	ROW AVAILABLE	460,371.24	-	-	460,371.24
24	FIRE MARSHAL SPECIAL FUND	187,419.66	4,942.26	1,469.22	190,892.70
26	DISTRICT COURT RECORDS TECH	226,507.64	160.00	-	226,667.64
27	ROAD DISTRICT #1	957,039.48	-	-	957,039.48
28	ROAD DISTRICT #5	71,830.74	-	-	71,830.74
29	ROAD DISTRICT #16	197,809.33	-	-	197,809.33
30	CHECK PROCESSING FEE AC	134,241.13	90.46	-	134,331.59
31	DRUG FORFEITURE FUND	222,649.88	3,000.00	-	225,649.88
32	GEN RECORD MANAGE/PRESE	621,724.44	3,941.00	-	625,665.44
33	COURTHOUSE SECURITY FUN	300,295.95	6,532.90	-	306,828.85
34	COURT REC. PRESERVATION 51.708	128,506.50	1,165.00	-	129,671.50
36	ELECTIONS ADMIN FEES	43,786.79	2,276.00	-	46,062.79
38	SERIES 07 INTEREST & SINKING	1,010,143.46	30,379.65	-	1,040,523.11
40	SERIES 07 BOND PROJECT	3,546,801.64	828.53	2,144.00	3,545,486.17
42	SHERIFF FEDERAL DRUG FORFEITURE	376,109.80	86,475.95	785.00	461,800.75
43	COUNTY CLERK VITALS PRESERVATION	39,261.58	458.00	-	39,719.58
45	ELLIS CO COMM CORRECTIONS	72,506.47	3,950.96	10,863.65	65,593.78
46	SHERIFF SEIZURE FUND	298,481.41	-	-	298,481.41
47	SHERIFF DRUG FORFEITURE	277,103.95	0.63	-	277,104.58
48	DISTRICT ATTY DRUG SEIZ	375,468.85	6,985.33	-	382,454.18
50	CIVIL SUPERVISION FEES	137,950.24	5,058.36	1,424.86	141,583.74
53	COURT FACILITY FEES	2,300.00	500.00	-	2,800.00
56	CONSTABLE PCT #2 FORFEITURE	1,428.06	0.36	-	1,428.42
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	39,785.37	688.51	-	40,473.88
63	AMERICAN RESCUE PLAN	17,428,830.74	214.74	-	17,429,045.48
65	CSCD HIGH RISK CASELOAD	(9,099.78)	-	-	(9,099.78)
68	VEHICLE REPLACEMENT FUND	(19,411.69)	-	-	(19,411.69)
72	ELLIS COUNTY LEVEE #2	414,123.43	769.52	-	414,892.95
73	ELLIS COUNTY LEVEE #3	341,360.04	33,235.91	33,225.00	341,370.95
74	ELLIS COUNTY LEVEE #4	7,896.64	1.95	-	7,898.59
		<b>123,210,804.64</b>	<b>4,344,396.50</b>	<b>(4,316,131.15)</b>	<b>123,122,176.90</b>



**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, April 19, 2022 @ 2:00 PM**

**CONSENT AGENDA**

**Approve the Department of Development's (DoD) monthly financial report for March 2022, as required by Chapter 114.044 of the Texas Local Government Code.**

**AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration & action for a one-time variance for Parcel ID No. 198985 – 3348 Nokomis Rd. from Volume I, Section IV (A) (2) (Residential Lots) of the Subdivision & Development Standards to allow one (1) lot without meeting the minimum road frontage requirement.** The property contains ± 5.489 acres of land located on the westside of Nokomis Road, ± 480 feet south of the intersection of Nokomis Road and Raintree Drive, in the extraterritorial jurisdiction (ETJ) of Red Oak, Lancaster, Road & Bridge Precinct No. 1.

**Agenda Item No. 1.2**

**Consideration and action for a request to accept a performance bond for the proposed Carrera Ranch (Parcel ID No. 277733).** This property contains ± 16.00 acres of land in the T. Jackson Survey, Abstract No. 574, located at the east side of FM 878, ± 2,440 feet south of the intersection of FM 878 and Ike Road, in the extraterritorial jurisdiction of Waxahachie, Road & Bridge Precinct No. 1.

**Agenda Item No. 1.3**

**Discussion, consideration & action on a plat of Jordan Run, Phase IV.** The property contains ± 98.218 acres of land in the E. Ballard Survey, Abstract No. 119, the E.A. Moore Survey, Abstract No. 773, and the J. Johnson Survey, Abstract No. 558, located south of Makala Drive, ± 330 feet east of the intersection of Katrina Run and Norrell Road, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 3.

**Agenda Item No. 1.4**

**The County of Ellis will conduct a public hearing to consider and act upon proposed amendments to Order 182.11, the Order Adopting Rules of Ellis County, Texas for On-Site Sewage Facilities, adopted on April 25, 2011, primarily amending Section 10 (Amendments).** These amendments primarily reorganize the text, requires registration for maintenance providers, electronic submittal of inspection reports, addresses non-single-family systems, updates surface application system requirements & updates complaint actions for immediate threats to public health, adoption of minimum sizing requirements and design criteria, and any other related additions, deletions, and changes; providing a Conflicts Clause; providing a Severability Clause, and providing for an effective date.

# COMMISSIONERS' COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 a.m. on the second (2<sup>nd</sup>) TUESDAY** of each month and **2:00 p.m. on the fourth (4<sup>th</sup>) TUESDAY** of each month. If that Monday falls on a County holiday, Commissioners' Court will convene on the following Tuesday at 10:00 a.m. 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.

**IF YOU REQUIRE AN ORIGINAL RETURNED FOR YOUR FILES, PLEASE INCLUDE AN EXTRA ORIGINAL REQUESTING THAT IT BE RETURNED TO YOU.**

The **deadline** for submitting an agenda request with the supporting information is the **1<sup>st</sup> and 3<sup>rd</sup> Tuesday at 5:00 p.m. of each month**. This will give ample time for preparation of the agenda and circulation for approval.

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**Please fill out this form completely:**

DATE: April 12, 2022

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: April 19,2022

DESCRIPTION OF AGENDA REQUEST: Approval of Interlocal work between County of Ellis Precinct 1 and the City of Garrett. Reference interlocal minute order 543.21. Interlocal work includes reclaim and resurface with 2 coats of chipseal on W. Connor Street: 7,650 sq ft road, clean ditches, stabilize with earthlok 8" depth, open culverts, also to include 8 hrs of coldmix pothole repairs on various roads.

Randy Stinson, Ellis County Commissioner Pct.1

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

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

**Service Provider:** Ellis County Texas

**Department to Provide Service:** Road and Bridge, Pct. 1

**Basis of Authority to Provide Service:**

Interlocal Agreement dated 12-14-21

Per Commissioner's Court Minute Order No. 543.21

**Local Government Requesting Services:** City of Garrett

**Description of Project to be undertaken:** See attached

W. Conner St. 7650 sq. ft

8hrs of Coldmix various roads

**Location of Project to be undertaken:** City of Garrett

**Requested by:** Randy Stinson, County Commissioner Pct. 1

**Department:** Road & Bridge Pct. 1

**APPROVED in Open Commissioner's Court per Minute Order No.** \_\_\_\_\_

**On the** \_\_\_\_\_ **day of** \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Judge  
Ellis County, Texas

**ACCEPTED AND AGREED TO this** 12 **day of** April, 2022.

**Signature:** \_\_\_\_\_

**Title:** Mayor

**On Behalf of:** City of Garrett



MAILING ADDRESS  
P.O. Box 536  
Palmer, Tx. 75152

OFFICE OF  
**RANDY STINSON**  
COMMISSIONER, PRECINCT 1  
(972) 825-5330  
Email: Randy.Stinson@co.ellis.tx.us

PHYSICAL ADDRESS  
600 N. Business I-45  
Palmer, Tx 75152

04/05/2022

PROPOSAL: City of Garrett

yes  
W. Connor Street: 7,650 sq ft

Clean ditches, stabilize with earthlok 8" depth, open culverts, reclaim and resurface with 2 coats of chipseal at \$0.91 per sq. ft.  
Total \$ 6,961.50

?  
Family Lane: 7,500 sq ft

Stabilize with earthlok 8" depth, or add spot base where needed.  
Total \$ 6,825.00

yes  
8hrs of Coldmix pothole various roads:

\$28.00 a man per hr.

\$117.00 Per Yard

\$50.00 an hr. per equipment used

( This is base cost, until material is laid out we won't know how many yards of coldmix)

This quote is good for 30 days from the date listed above.

Quotation prepared by Randy Stinson, Ellis County Commissioner R& B Pct.1

To accept this proposal please have authorized

signatory sign and return: \_\_\_\_\_

# COMMISSIONERS' COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: April 12, 2022

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: April 19,2022

Agenda items:

Acceptance of 2022 Continuing Education hours required by sec. 81.0025, Local Government Code for Commissioner Stinson. - Ellis County Commissioner Pct.1

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

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2022 - 12/31/2022

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Hon. Randy Stinson  
Commissioner  
Ellis County  
PO Box 536  
Palmer, TX 75152-0536  
Phone: (972) 449-3260  
Fax: (972) 449-2203

ID:  
244062  
Term:  
1/1/2017 - 12/31/2024

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<b>Date</b>	<b>Description</b>	<b>Earned Hours</b>
1/1/2022	Excess hours carried from 2021	8.00
2/24/2022	VGVI School for County Commissioners Courts	12.00
<b>Total Hours Earned: 20.00</b>		

**You have met your 2022 Commissioner Statutory Continuing Education requirement.  
You will carry forward 4.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 4/12/2022

If this report does not agree with your records, please call  
Administrative Assistant at (512) 482-0701 or (800) 733-  
0699 or [cjca@allison-bass.com](mailto:cjca@allison-bass.com)

# 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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**Please fill out this form completely:**

DATE: 4-12-22 SUPPORTING DOCUMENT(S) ATTACHED? ( y )

NAME: Paul Perry

PHONE: 972-825-5340

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

DEPARTMENT / ASSOCIATION: RB3

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

PREFERRED DATE TO BE PLACED ON AGENDA: 4-19-22

DESCRIPTION OF AGENDA REQUEST: Approval of Work Order under Interlocal Agreement with the City of Milford for street repair to 8 intersections totalling \$8,000.

\* \_\_\_\_\_

County Attorney Approval

**Law Office of  
BRUCE PERRYMAN**

100 North 6<sup>th</sup> Street, Suite 504  
Post Office Box 146  
Waco, Texas 76703

Telephone (254) 754-3113  
Fax (254) 754-5709

April 12, 2022

Commissioner Paul Perry  
Precinct 3  
Ellis County, Texas

Re: Street paving proposal for City of Milford

Dear Commissioner Perry:

Please be advised that the Milford City Council voted last night at its April 2022 meeting to approve the proposal of Ellis County to pave eight intersections with coal mix within the City of Milford for the price of \$8,000.00.

Sincerely,

A handwritten signature in cursive script that reads "Bruce Perryman".

Bruce Perryman  
Mayor, City of Milford

**WORK ORDER UNDER INTERLOCAL AGREEMENT**

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**Service Provider:** Ellis County, Texas

**Department to Provide Service:** Road and Bridge, Pct.3

**Basis of Authority to Provide Service:**

Interlocal Agreement dated: July 1,2021

\_\_\_\_\_

Per Commissioner's Court Minute Order No. \_\_\_\_\_

**Local Government Requesting Services:** Milford

**Description of Project to be undertaken:** Street Repair

\_\_\_\_\_

\_\_\_\_\_

**Location of Project to be undertaken:** Intersections of West and 2<sup>nd</sup>, West and College, Elm and College, Elm and 1<sup>st</sup>, Pecan and College, East Crossmain and Bois d'arc, East Water and North Hill, East Water and Bois D'arc/Rosson

**Approximate Start Date:** April 24,2022 **Approximate Completion Date:** April 25,2022

**Cost of Project:** \$ 8,000.00

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**APPROVED in Open Commissioner's Court per Minute Order No.** \_\_\_\_\_

**On the** \_\_\_\_\_ **day of** \_\_\_\_\_, **2022.**

\_\_\_\_\_  
**County Judge**  
**Ellis County, Texas**

\_\_\_\_\_  
**ACCEPTED AND AGREED TO this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2022.**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**On Behalf of:** \_\_\_\_\_

# 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: 4-12-22 SUPPORTING DOCUMENT(S) ATTACHED? ( y )

NAME: Paul Perry

PHONE: 972-825-5340

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

DEPARTMENT / ASSOCIATION: RB3

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

PREFERRED DATE TO BE PLACED ON AGENDA: 4-19-22

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

Acceptance of Continuing Education hours for Commissioner Perry

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

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript  
Reporting Period: 1/1/2021 - 12/31/2021

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Hon. Paul Perry  
Commissioner  
Ellis County  
PO Box 396  
Italy, TX 76651-0396  
Phone: (972) 825-5340  
Fax: (972) 483-7478

ID:  
21555  
Term:  
1/1/2013 - 12/31/2024

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<b>Date</b>	<b>Description</b>	<b>Earned Hours</b>
1/1/2021	Excess hours carried from 2020	8.00
5/26/2021	County Technology Workshop	4.00
9/3/2021	2021 Legislative Conference	6.00
10/14/2021	99th Annual CJCA of Texas Conference	14.00
11/4/2021	2021 Texas Public Funds Investment Conference	10.00
<b>Total Hours Earned: 42.00</b>		

**You have met your 2021 Commissioner Statutory Continuing Education requirement.  
You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

**PARTIAL ASSIGNMENT AND ASSUMPTION OF  
TAX ABATEMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF TAX ABATEMENT AGREEMENT (this "*Assignment*") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "*Effective Date*") by and between **COMPASS DATACENTERS DFW III, LLC**, a Delaware limited liability company ("*Assignor*"), and **VALLIES, LLC**, a Delaware limited liability company ("*Assignee*").

RECITALS:

- A. Assignor is a party to that certain Tax Abatement Agreement by and between Ellis County, Texas (the "*County*") and Assignor, dated effective as of January 28, 2020, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes (the "*Abatement Agreement*").
- B. Assignee leases or will lease certain Real Property Improvements on the Land (as such terms are defined in the Abatement Agreement). As contemplated in Section 9.10 of the Abatement Agreement, Assignor may assign the Abatement Agreement, in whole or in part, to a tenant of all or a portion of the Premises with the County's approval. Accordingly, on \_\_\_\_\_, 2022 the Ellis County Commissioners Court passed minute order \_\_\_\_\_ approving this Assignment.
- C. Assignor and Assignee desire to reflect certain agreements concerning the partial assignment of the Abatement Agreement, and to enter into certain covenants and agreements relating thereto. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Abatement Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the provisions, covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Abatement Agreement with respect to the business personal property tax abatement of one-hundred percent (100%) of the Taxable Value of any Personal Property (as set forth and described in Sections 3.1.1, 3.1.2 and 3.1.3 of the Abatement Agreement) (a) owned by Assignee and located on the Land that (b) constitutes all or part of any Phase, including the right to (i) update Exhibit "C" with a description of Personal Property that constitutes a Phase pursuant to Section 2.6 of the Abatement Agreement, and (ii) receive notice of any requests for information and the right to oppose the release of information as set forth in Section 9.12 of the Abatement Agreement (the "*Assigned Interests*"). Assignor also retains the right to update Exhibit "C" to describe Phases pursuant to Section 2.6 of the Abatement Agreement; provided that, Assignor agrees not to designate or describe any Phases containing Personal Property owned by Assignee without first obtaining the prior written approval of Assignee as to the form and substance of the designation or description.

2. Assignee hereby accepts the assignment of the Assigned Interests and agrees, from and after the date hereof, to assume, discharge and be bound by, in accordance with the terms of the Abatement Agreement, all of Assignor's duties and obligations under the Abatement Agreement relating in any way to the Assigned Interests which accrue on and after the Effective Date, and all of the terms of the Abatement Agreement, in their entirety as the Abatement Agreement relates to the Assigned Interests, including filing the Application for Abatement in accordance with Section 4.3 of the Abatement Agreement with respect to any Personal Property owned by Assignee and eligible for abatement during any applicable Abatement Period.
3. As of the Effective Date, Assignee's notice address for purposes of Section 9.2 of the Abatement Agreement is as follows:

Vallies, LLC  
c/o Winstead PC  
Attn: Laura Hoffmann  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201  
lhoffmann@winstead.com

4. Except as otherwise provided herein, Assignor agrees to not, without the prior written consent of Assignee, modify, amend or otherwise revise the Abatement Agreement in any manner. Assignor and the County may modify, amend or otherwise revise the Abatement Agreement so long as such amendment or revision is limited to non-substantive matters (e.g., "clean-up" items) that do not affect Assignee's rights. By way of clarification, it is acknowledged that this provision shall not impact the right of Assignor to assign any of its remaining rights and/or obligations under the Abatement Agreement to an Affiliate of Assignor in accordance with the terms of the Abatement Agreement; provided that any such assignment (i) shall not include the Assigned Interests assigned to Assignee hereunder; (ii) will contain a provision that the assignee agrees not to designate or describe any Phases containing Personal Property owned by Assignee without first obtaining the prior written approval of Assignee as to the form and substance of the designation or description; and (iii) the assignment will be subject to Assignor's agreement in this Section 4 not to amend the Abatement Agreement without the prior written consent of Assignee except for non-substantive matters that do not affect Assignee's rights.
5. In connection with this Assignment, to Assignor's actual, current knowledge, Assignor represents, warrants and covenants to Assignee as follows:
  - a. The copy of the Abatement Agreement attached hereto as Exhibit A is true and correct and there are no amendments or any other agreements between the parties relating to the transactions contemplated thereby;
  - b. The Abatement Agreement is in full force and effect and constitutes a valid and binding agreement between the parties thereto;

- c. No party to the Abatement Agreement is in default and no fact or circumstance exists which, with the passage of time, the giving of notice or both, would constitute a default under the Abatement Agreement; and
  - d. Assignor has not previously assigned any of its right, title or interest in the Abatement Agreement prior to the Effective Date. Substantially concurrent with execution of this Assignment, Assignor is entering into a partial assignment of the Abatement Agreement to its Affiliate, Compass Datacenters DFW IIIA, LLC, a Delaware limited liability company, attached hereto as Exhibit B (the "*IIIA Assignment*"). The IIIA Assignment conforms with the provisions of Section 4 of this Assignment.
6. Assignee will, upon request from Assignor, and Assignor will upon request from Assignee, without further consideration, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all such further documents necessary or proper to evidence or effect this Assignment.
7. Assignee agrees to indemnify and hold harmless Assignor and each of Assignor's successors and assigns from any cost, liability, damage or expense (including, without limitation, attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations assumed by Assignee hereunder from and after the Effective Date. Assignor agrees to indemnify, defend and hold harmless Assignee and each of Assignee's successors and assigns from any cost, liability, damage or expense (including, without limitation, attorneys' fees) arising out of or relating to (a) Assignor's failure to perform all of Assignor's duties and obligations under the Abatement Agreement relating in any way to the Assigned Interests, and all of the terms of the Abatement Agreement, in their entirety as the Abatement Agreement relates to the Assigned Interests, which accrued or were to be performed prior to the Effective Date; and (b) Assignor's failure to perform all of Assignor's duties and obligations under the Abatement Agreement to the extent of any such duties and obligations retained by Assignor (i.e., not assigned hereunder).
8. If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.
9. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[SIGNATURE PAGE(S) ATTACHED]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the Effective Date.

**ASSIGNOR:**

**COMPASS DATACENTERS DFW III, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Jared Day,  
President

**ASSIGNEE:**

**VALLIES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AND AGREED TO BY:**

**COUNTY OF ELLIS**

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

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, County Clerk

Exhibit A Abatement Agreement  
Exhibit B IIIA Assignment

**EXHIBIT A**  
**TO PARTIAL ASSIGNMENT AND ASSUMPTION OF TAX ABATEMENT**  
**AGREEMENT**

**Abatement Agreement**

(see attached)

**EXHIBIT B**  
**TO PARTIAL ASSIGNMENT AND ASSUMPTION OF TAX ABATEMENT**  
**AGREEMENT**

**III A Assignment**

(see attached)

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

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

NAME: \_\_\_\_\_

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

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_

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

PREFERRED DATE TO BE PLACED ON AGENDA: \_\_\_\_\_

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

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

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



Clear Form

# 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
001-0400-508010	SUPPLIES	\$ 210.00
	<b>TOTAL:</b>	\$ 210.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0400-507030	TELEPHONE	\$ 210.00
	<b>TOTAL:</b>	\$ 210.00

*Chris Clark*

04/05/2022

TREASURER

Signature

Date

Department

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ COUNTY JUDGE

\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:

*Staci A. Parr*

# 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: \_\_\_\_\_ SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: \_\_\_\_\_

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

DEPARTMENT OR ASSOCIATION: \_\_\_\_\_

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

PREFERRED DATE TO BE PLACED ON AGENDA: \_\_\_\_\_

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

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

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



Clear Form

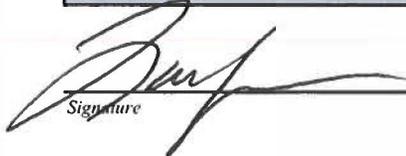
# ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR \_\_\_\_\_

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2021-2022 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508070	FM2 General Expenses	\$ 245.96
	TOTAL:	245.96

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0430-404100	Emergency Preparedness Training	\$ 245.96
	TOTAL:	245.96

  
Signature

4/1/22  
Date

Ellis County, Precinct 2  
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: Stani A. Paw





ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozier  
Ellis County Tax Assessor/Collector

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

April 06, 2022

Request for Approval of April 19th, 2022  
Commissioner's Court

<u>Refund to be issued</u>	<u>Account #</u>	<u>Refund Amount</u>
Corelogic ✓	✓280685	<del>✓</del> \$4,187.74
Corelogic ✓	✓273008	<del>✓</del> \$7,248.10
Corelogic ✓	✓227102	<del>✓</del> \$3,284.17
National Tax Search LLC C/O Corelogic ✓	162714 ✓	<del>✓</del> \$17,265.94
First United Bank & Trust ✓	✓262463	<del>✓</del> \$6,751.33
John Houston Custom Homes ✓	✓277957	<del>✓</del> \$41,864.32
Ryan Tax Compliance Services ✓	266535 ✓	\$6,664.68 <del>✓</del>
Total Refunds:		\$87,266.28

Rachel Conte Administrator – Property Tax

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

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

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

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

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

*Janet Stinson*  
ADJUTED 04.12.2022



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

Phone No.: 972-825-5150

Fax No.: 972-825-5151

Print Date: 04/06/2022

Deposit No.: CORE20210001

**CORELOGIC**  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number  
 280685



Legal Description of the Property  
 LOT 16 BLK L PRAIRIE RIDGE PH 1 .1927 AC  
 6722 GOLDENRAIN DR 76084

OWNER: OTANO LUCIANO J JR & LAURA

2021 OVERAGE AMOUNT \$4,187.74 ✓

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID, 801: FRESH WATER DISTRICT # 1

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

**Step 1. Identify the refund recipient.**

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Corelogic Tax Services, LLC ✓

Address: P.O. Box 9202

City, State, Zip: COPPELL, TX 75019

Daytime Phone No.: 817-699-2106

E-Mail Address: klohith@corelogic.com

**Step 2. Provide payment information.**

Please attach copies of cancelled checks or original receipts for all cash payments you made.

Payment made by:	Check No.	Date Paid	Amount Paid

**TOTAL AMOUNT PAID (sum of the above amounts)**

**Step 3. Provide reason for this refund.**

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

I paid this account in error and I am entitled to the refund.

I overpaid this account. Please refund the excess to the address listed in Step 1.

This payment should have been applied to other tax account(s) and/or year(s) (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )

SIGNATURE OF REQUESTOR (REQUIRED)

*Lohith Kumar*

DATE

04/06/2022

TAX OFFICE USE ONLY:

Approved

Denied

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

ges	Deposit No.	Date	Seq No.	No.	Type	Amount	Amount	Type	No.	Payer
	CORE20210001	12/31/2021	48851292	963138958	CH	\$11,544,951.67	\$4,187.74	LG	280685	25442644-CORELOGIC



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

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

Print Date: 04/06/2022  
 Deposit No.: CORE20210001

**CORELOGIC**  
 3001 HACKBERRY  
 IRVING, TX 75063

Account Number  
 273008



Legal Description of the Property  
 LOT 23 BLK 7 GARDEN VALLEY FARMS PH 2  
 .172 AC

530 WINDROW LN 75165

OWNER: REESE TILER & ASHLEY

**2021 OVERAGE AMOUNT \$7,248.10**

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

**Step 1. Identify the refund recipient.**

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Corelogic Tax Services, LLC

Address: P.O. Box 9202

City, State, Zip: COPPELL, TX 75019

Daytime Phone No.: 817-699-2106

E-Mail Address: kloith@corelogic.com

**Step 2. Provide payment information.**

Please attach copies of cancelled checks or original receipts for all cash payments you made.

Payment made by:	Check No.	Date Paid	Amount Paid
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			

**Step 3. Provide reason for this refund.**

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- I paid this account in error and I am entitled to the refund.
  - I overpaid this account. Please refund the excess to the address listed in Step 1.
- This payment should have been applied to other tax account(s) and/or year(s) (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )

SIGNATURE OF REQUESTOR (REQUIRED)

*Lohith Kumar*

DATE

04/06/2022

TAX OFFICE USE ONLY:  Approved  Denied By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Receipt	Receipt	Remit	Check	Payment	Payment	Applied	Transaction	Account	Payer
8	Deposit No.	Date	Seq No.	No.	Type	Amount	Amount	Type	No.
	CORE20210001	12/31/2021	48851290	963138963	CH	58,761,526.28	✓\$7,248.10	LG 273008	✓ 25442644-CORELOGIC



**JOHN BRIDGES RTA, CTA, CSTA**  
**Ellis County Tax Assessor - Collector**  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

FEB 02 2021

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

Print Date: 01/14/2021  
 Deposit No.:

**CORELOGIC**  
**3001 HACKBERRY**  
**IRVING, TX 75063**

<b>Account Number</b> 227102 ✓	
<b>Legal Description of the Property</b> 71 SUNRISE MEADOW PH II 0.293 ACRES 213 EPHRAIM CT 75154	
OWNER: VENEZIALE DANTE J & KIESHA F	

2020 OVERAGE AMOUNT \$3,284.17 ✓

70: ELLIS COUNTY, 170: LTRD, 211: RED OAK ISD

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to?			
	Name: <b>CoreLogic</b> ✓			
	Address: <b>PO Box 9202</b>			
	City, State, Zip: <b>Coppell, TX 75019</b>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:	E-Mail Address:		
	<b>585-321-6831</b>	<b>mproffitt@corelogic.com</b>		
	Payment made by:	Check No.:	Date Paid:	Amount Paid:
	<b>CoreLogic</b>	<b>961897254</b>	<b>12/22/20</b>	<b>3284.17</b>
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>				
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Megan Proffitt</i>		DATE <b>3/31/22</b>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

2COREPAY0001	12/31/2020	45931358	961897263	CH	\$53,517.01	\$3,284.17	LG	227102	25442644-CORELOGIC
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**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 02/16/2022  
 Deposit No.:

**NATIONAL TAX SEARCH LLC**  
 130 S JEFFERSON ST STE 300  
 CHICAGO, IL 60661

Account Number 162714	
Legal Description of the Property LOT 10A BLK 5 OT FERRIS REV .9546 AC 113 N MAIN ST 75125	
OWNER: ARCOSA INC. FKA: TRINITY INDUSTRIES	

**2021 OVERAGE AMOUNT \$17,265.94**

70: ELLIS COUNTY, 170: LTRD, 205: FERRIS ISD, 329: CITY OF FERRIS, 506: EC ESD #5 FER

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>National Tax Search ✓ 40 Corelogic</u>			
	Address: <u>130 S. Jefferson, Ste 300</u>			
	City, State, Zip: <u>Chicago, IL 60661</u>			
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:	<u>312-334-2028</u>	E-Mail Address:	<u>ntrefunds@corelogic.com</u>
	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>National Tax Search</u>	<u>40050301</u>	<u>2-10-2022</u>	<u>17,265.94</u>
	<u>Another Source</u>			<u>17,265.94</u>
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>				
<u>34,531.88</u>				
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)			DATE
<u>Nicole Denise</u>			<u>3-11-2022</u>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

V220215SG	02/15/2022	50164809	40050301	CH	581,217.02	✓ 517,265.94	LG	✓ 162714	24998489-NATIONAL TA
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**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/10/2022  
 Deposit No.:

*LT# 3530920*

**FIRST UNITED BANK AND TRUST**  
 MORTGAGE  
 DIVISION  
 1400 W MAIN STREET  
 DURANT, OK 74701

Account Number 262463 ✓	
Legal Description of the Property LOT 32 BLK A BILLINGSLEY FARMS 1.135 AC 8871 GEORGE CT 75167	
OWNER: COLE KEVIN & EMILY COLE	

2021 OVERAGE AMOUNT ✓ \$6,751.33

70: ELLIS COUNTY, 170: LTRD, 208: MIDLOTHIAN ISD, 503: EC ESD #2 MID

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <b>FIRST UNITED BANK &amp; TRUST</b> ✓			
	Address: <b>901 CORPORATE CENTER DRIVE</b>			
	City, State, Zip: <b>POMONA, CA 91767</b>		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.:	1-800-537-2831 EXT. 1228		E-Mail Address:
	Payer Made by:	Check No.	Date Paid	Amount Paid
	First United Bank & Trust	434393	12/1/21	\$6,751.33
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
SIGNATURE OF REQUESTOR (REQUIRED)			DATE	
<i>Richard Rozier</i>			1-22-22	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

rs	Deposit no.	Date	Seq no.	no.	type	Amount	Amount	type	no.	type
	LERTETA20010	12/31/2021	49011638	434393	CH	5719,727.16	56,751.33	LG	362463	21942617-FIRST UNITED



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

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

Print Date: 03/24/2022  
 Deposit No.: W210226MG2

**JOHN HOUSTON CUSTOM HOMES**  
 P O BOX 2829  
 RED OAK , TX 75154

Account Number 277957 ✓	 4 2 7 7 9 5 7 *
Legal Description of the Property LOT 7 BLK 8 BLUE BONNET TRAILS PH 1 & 2 .13 AC  68 RIVER OAKS BLVD 75165  OWNER: WOOD LORI A	

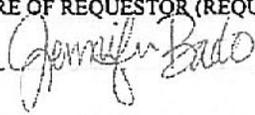
2020 OVERAGE AMOUNT ✓ \$41,864.32

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 390: CITY OF WAXAHACHIE

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: J Houston Homes, LLC ✓			
	Address: ATTN: Jenna Hagy   PO Box 2829			
	City, State, Zip: Red Oak, TX 75154			
	Daytime Phone No.: 972.937.8458		E-Mail Address: jhagy@jhoustonhomes.com	
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No.	Date Paid	Amount Paid
				\$41,864.32
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
			3.28.2022	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

W210226MG2	01/31/2021	46989131	10PFF-0002105	CH	\$179,637.57	\$41,864.32	LG	277957	24880224-JOHN HOUSTC
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**RICHARD ROZIER**  
 Ellis County Tax Assessor - Collector  
 P. O. DRAWER 188  
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 02/09/2022  
 Deposit No.:

**RYAN TAX COMPLIANCE SERVICES**  
 16220 NORTH SCOTTSDALE ROAD  
 SUITE 450  
 SCOTTSDALE, AZ 85254

Account Number 266535 ✓	
Legal Description of the Property LOT 3 BLK 6 SUMMIT ESTATES PH 2 1.0 AC 213 RANIER ST 75167	
OWNER: BROWN CRAIG J & KATIE L	

2021 OVERAGE AMOUNT ✓ \$6,664.68

70: ELLIS COUNTY, 170: LTRD, 212: WAXAHACHIE ISD, 507: EC ESD #6 WAX

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Ryan Tax Compliance Services, LLC ✓			
	Address: 16220 N Scottsdale Road, Suite 450			
	City, State, Zip: Scottsdale, Arizona, 85254			
Daytime Phone No.: 954.476.4509		E-Mail Address:		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No.	Date Paid	Amount Paid
	Ryan Tax Compliance Services, LLC	00000612	01/25/2022	\$6,664.68
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
This payment should have been applied to other tax account(s) and/or year(s) (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 31.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Vinay Gudimella</i>			DATE 01/31/2022
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

#	Deposit no.	Date	Seq no.	NO.	Type	Amount	Amount	Type	NO.	Type
	W220208TS	01/31/2022	50100948	612	CH	\$87,779.44	\$6,664.68	LG	266535	24178015-RYAN TAX CC

1) Approval of salary supplement for the County Attorney Office Employee Elaine Nigo, to be paid with funds received and transferred from County & District Attorney State Apportionment Funds to the County Attorney line items (including FICA, Social Security and Retirement line items) in the following manner:

- (a) 2020 – 2021 \$0.00
- (b) 2021 – 2022 \$712.00

2) Approval of salary supplement for the County Attorney Office Employee, Cecily Jimenez, to be paid with funds received and transferred from County & District Attorney State Apportionment Funds to the County Attorney line items (including FICA, Social Security and Retirement line items) in the following manner:

- (a) 2020 – 2021 \$0.00
- (b) 2021 – 2022 \$488.00

County & District Attorney						
Ann Montgomery						
109 S. Jackson						
Waxahachie, Texas 75165						
Texas ID 70031417416008						
1.1.2022 - 4.30.2022		Yearly	Monthly	Social Security	Retirement	
Stacey Auvenshine	1.1.2022	\$ 2,000.00	\$ 166.67	\$ 12.75	\$ 18.68	\$ 198.10
Stacey Auvenshine	2.1.2022	\$ 2,000.00	\$ 166.67	\$ 12.75	\$ 18.68	\$ 198.10
Stacey Auvenshine	3.1.2022	\$ 2,000.00	\$ 166.67	\$ 12.75	\$ 18.68	\$ 198.10
Stacey Auvenshine	4.1.2022	\$ 2,000.00	\$ 166.67	\$ 12.75	\$ 18.68	\$ 198.10
Attorney V			\$ 666.67	\$ 51.00	\$ 74.70	\$ 792.40
James Bullock	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
James Bullock	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
James Bullock	3.1.2022	\$ 1,000.00	\$ 83.33	\$ 6.38	\$ 9.34	\$ 99.05
James Bullock	4.1.2022	\$ 1,000.00	\$ 83.33	\$ 6.38	\$ 9.34	\$ 99.05
Attorney V			\$ 166.67	\$ 12.75	\$ 18.68	\$ 198.10
Bryan Norris	1.1.2022	\$ 4,500.00	\$ 375.00	\$ 28.69	\$ 42.02	\$ 445.71
Bryan Norris	2.1.2022	\$ 4,500.00	\$ 375.00	\$ 28.69	\$ 42.02	\$ 445.71
Bryan Norris	3.1.2022	\$ 5,000.00	\$ 416.67	\$ 31.88	\$ 46.69	\$ 495.24
Bryan Norris	4.1.2022	\$ 5,000.00	\$ 416.67	\$ 31.88	\$ 46.69	\$ 495.24
Chief Investigator			\$ 1,583.33	\$ 121.13	\$ 177.41	\$ 1,881.90
Larry Grice	1.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Larry Grice	2.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Larry Grice	3.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Larry Grice	4.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Investigator			\$ 172.50	\$ 13.20	\$ 19.33	\$ 205.02
Todd Woodruff	1.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Todd Woodruff	2.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Todd Woodruff	3.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Todd Woodruff	4.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Investigator			\$ 172.50	\$ 13.20	\$ 19.33	\$ 205.02
Johnny Reece	1.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Johnny Reece	2.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Johnny Reece	3.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Johnny Reece	4.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Investigator			\$ 172.50	\$ 13.20	\$ 19.33	\$ 205.02
Joseph Aguilar	1.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Joseph Aguilar	2.1.2022	\$ 510.00	\$ 42.50	\$ 3.25	\$ 4.76	\$ 50.51
Joseph Aguilar	3.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Joseph Aguilar	4.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Investigator			\$ 172.50	\$ 13.20	\$ 19.33	\$ 205.02
Steve Adams	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Steve Adams	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Steve Adams	3.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Steve Adams	4.1.2022	\$ 525.00	\$ 43.75	\$ 3.35	\$ 4.90	\$ 52.00
Investigator			\$ 87.50	\$ 6.69	\$ 9.80	\$ 104.00
Adrianna Silva	1.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
Adrianna Silva	2.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
Adrianna Silva	3.1.2022	\$ 1,700.00	\$ 141.67	\$ 10.84	\$ 15.87	\$ 168.38
Adrianna Silva	4.1.2022	\$ 1,700.00	\$ 141.67	\$ 10.84	\$ 15.87	\$ 168.38
Clerk III			\$ 483.33	\$ 36.98	\$ 54.16	\$ 574.48
D'Andra Royse	1.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
D'Andra Royse	2.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
D'Andra Royse	3.1.2022	\$ 1,700.00	\$ 141.67	\$ 10.84	\$ 15.87	\$ 168.38
D'Andra Royse	4.1.2022	\$ 1,700.00	\$ 141.67	\$ 10.84	\$ 15.87	\$ 168.38
Clerk III			\$ 483.33	\$ 36.98	\$ 54.16	\$ 574.48
Karen Hendricks	1.1.2022	\$ 5,590.00	\$ 465.83	\$ 35.64	\$ 52.20	\$ 553.67
Karen Hendricks	2.1.2022	\$ 5,590.00	\$ 465.83	\$ 35.64	\$ 52.20	\$ 553.67
Karen Hendricks	3.1.2022	\$ 1,700.00	\$ 141.67	\$ 10.84	\$ 15.87	\$ 168.38
Karen Hendricks	4.1.2022	\$ 1,700.00	\$ 141.67	\$ 10.84	\$ 15.87	\$ 168.38
Clerk III			\$ 1,215.00	\$ 92.95	\$ 136.14	\$ 1,444.10
DeeAnn Frye	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
DeeAnn Frye	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
DeeAnn Frye	3.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
DeeAnn Frye	4.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Clerk II			\$ 83.33	\$ 6.38	\$ 9.34	\$ 99.06
Amy Guerrero	1.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
Amy Guerrero	2.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
Amy Guerrero	3.1.2022	\$ 1,200.00	\$ 100.00	\$ 7.65	\$ 11.21	\$ 118.86
Amy Guerrero	4.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Clerk II			\$ 300.00	\$ 22.95	\$ 33.62	\$ 356.57
Jennifer Wilhoite	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Jennifer Wilhoite	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Jennifer Wilhoite	3.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Jennifer Wilhoite	4.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Clerk II			\$ 83.33	\$ 6.38	\$ 9.34	\$ 99.06
Christy Huskins	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Christy Huskins	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Christy Huskins	3.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Christy Huskins	4.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Clerk II			\$ 83.33	\$ 6.38	\$ 9.34	\$ 99.06
Samantha Gonzalez	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Samantha Gonzalez	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Samantha Gonzalez	3.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Samantha Gonzalez	4.1.2022	\$ 500.00	\$ 41.67	\$ 3.19	\$ 4.67	\$ 49.53
Clerk II			\$ 83.33	\$ 6.38	\$ 9.34	\$ 99.06
Elaine Nigo	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Elaine Nigo	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Elaine Nigo	3.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Elaine Nigo	4.1.2022	\$ 712.00	\$ 59.33	\$ 4.54	\$ 6.65	\$ 70.52
Clerk II			\$ 59.33	\$ 4.54	\$ 6.65	\$ 70.52
Cecily Jimenez	1.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Cecily Jimenez	2.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Cecily Jimenez	3.1.2022	\$ -	\$ -	\$ -	\$ -	\$ -
Cecily Jimenez	4.1.2022	\$ 488.00	\$ 40.67	\$ 3.11	\$ 4.56	\$ 48.33
Clerk II			\$ 40.67	\$ 3.11	\$ 4.56	\$ 48.33
Total All for Period			\$ 6,109.17	\$ 467.35	\$ 684.53	\$ 7,261.22
Totals for Year			\$ 18,327.50	\$ 1,402.05	\$ 2,053.60	\$ 21,783.65



**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
Tuesday, April 19, 2022 @ 2:00 PM**

**CONSENT AGENDA**

**Approve the Department of Development's (DoD) monthly financial report for March 2022, as required by Chapter 114.044 of the Texas Local Government Code.**

**AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration & action for a one-time variance for Parcel ID No. 198985 – 3348 Nokomis Rd. from Volume I, Section IV (A) (2) (Residential Lots) of the Subdivision & Development Standards to allow one (1) lot without meeting the minimum road frontage requirement.** The property contains ± 5.489 acres of land located on the westside of Nokomis Road, ± 480 feet south of the intersection of Nokomis Road and Raintree Drive, in the extraterritorial jurisdiction (ETJ) of Red Oak, Lancaster, Road & Bridge Precinct No. 1.

**Agenda Item No. 1.2**

**Consideration and action for a request to accept a performance bond for the proposed Carrera Ranch (Parcel ID No. 277733).** This property contains ± 16.00 acres of land in the T. Jackson Survey, Abstract No. 574, located at the east side of FM 878, ± 2,440 feet south of the intersection of FM 878 and Ike Road, in the extraterritorial jurisdiction of Waxahachie, Road & Bridge Precinct No. 1.

**Agenda Item No. 1.3**

**Discussion, consideration & action on a plat of Jordan Run, Phase IV.** The property contains ± 98.218 acres of land in the E. Ballard Survey, Abstract No. 119, the E.A. Moore Survey, Abstract No. 773, and the J. Johnson Survey, Abstract No. 558, located south of Makala Drive, ± 330 feet east of the intersection of Katrina Run and Norrell Road, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 3.

**Agenda Item No. 1.4**

**The County of Ellis will conduct a public hearing to consider and act upon proposed amendments to Order 182.11, the Order Adopting Rules of Ellis County, Texas for On-Site Sewage Facilities, adopted on April 25, 2011, primarily amending Section 10 (Amendments).** These amendments primarily reorganize the text, requires registration for maintenance providers, electronic submittal of inspection reports, addresses non-single-family systems, updates surface application system requirements & updates complaint actions for immediate threats to public health, adoption of minimum sizing requirements and design criteria, and any other related additions, deletions, and changes; providing a Conflicts Clause; providing a Severability Clause, and providing for an effective date.

**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: *Department of Development*

Court Date: *April 19, 2022*



**CONSENT AGENDA ITEM**  
**DoD Monthly Financial Report**

**CASE TYPE:**

- Amendment
- Plat
- Subdivision Bond
- Variance
- Other**

**AUTHORED & PREPARED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented**
- Approve with conditions
- Continue/Table request
- Deny request

**AGENDA CAPTION:**

**Approve the Department of Development's (DoD) monthly financial report for March 2022, as required by Chapter 114.044 of the Texas Local Government Code.**

**EXECUTIVE SUMMARY:**

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 March 2022.

REVENUE ACCT NO.	ACCT. NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 630.00
001-0060-400580	PWA (Permits)	\$ 22,275.00
001-0060-400720	Plat (Subdivisions)	\$ 4,433.00
001-0060-400940	Septic Tank Fees	\$ 30,495.00
001-0060-406080	Misc. Fees	\$ 739.00
001-0375-406080	Engineering Plan Review	\$ 1,000.00
001-0921-406260	Recording Fees	\$ 1,207.00
005-0703-400920	Pct 3 Road Fees	\$ 33,683.58
<b>REVENUES</b>		<b>\$ 94,462.58</b>

REVENUE ACCT NO.	ACCT. NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 225.00
001-0060-507030	Telephone	\$ 589.07
001-0060-508010	Supplies	\$ 313.71
001-0060-508020	Equipment	\$ 0.00
001-0060-508050	Conference	\$ 950.00
001-0060-508060	Dues	\$ 0.00
001-0060-508080	Auto Gas	\$ 1,005.68
001-0060-508090	Auto Repairs	\$ 349.18
001-0060-508100	Auto Tires	\$ 612.56
001-0060-508190	Computer	\$ 179.99
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 244.49
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
<b>EXPENDITURES</b>		<b>\$ 5,428.01</b>

**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: Department of Development

Court Date: April 19, 2022



**AGENDA ITEM NO. 1.1**  
**Road Frontage Variance for Parcel ID No. 198985 – 3348 Nokomis Rd. – Pct. No. 1**

**CASE TYPE:**

- Amendment
- Plat
- Subdivision Bond
- Variance
- Other

**IDENTIFYING LANDMARK:**

Parcel ID No. 198985  
3348 Nokomis Road

**APPLICANT(s):**

Fred & Donna Kuhlmann

**ATTACHMENTS:**

- 1) Location Map
- 2) Letter of Variance Request
- 3) Court Order

**AUTHORED BY:**

Sara Garcia  
Planning Manager/Asst. Director

**APPROVED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented
- Approve with conditions  
(see Final Analysis header)
- Continue/Table request
- Deny request

**AGENDA CAPTION:**

**Discussion, consideration & action for a one-time variance for Parcel ID No. 198985 – 3348 Nokomis Rd. from Volume I, Section IV (A) (2) (Residential Lots) of the Subdivision & Development Standards to allow one (1) lot without meeting the minimum road frontage requirement.**  
The property contains ± 5.489 acres of land located on the westside of Nokomis Road, ± 480 feet south of the intersection of Nokomis Road and Raintree Drive, in the extraterritorial jurisdiction (ETJ) of Red Oak, Lancaster, Road & Bridge Precinct No. 1.

**EXECUTIVE SUMMARY:**

- Before any development of this property occurs as requested by the applicant, a road frontage variance needs approval granted by the Commissioners' Court.
- The applicants wish to build a home behind the existing structure but currently fall short of the current regulations.
- Tx-DOT purchased a significant portion of the applicant's property (± 9.54 acres) for the Loop 9 right-of-way on April 9, 2019.
- Due to the proposed design for Loop 9 in that area, the remaining property does not have any legal road frontage onto Nokomis Road.
- The property lies in Ellis County (± 3.589 acres) and the City of Lancaster (± 1.9 acres). Therefore, the applicant will also need to obtain approval from Lancaster prior to proceeding with the platting and development of this lot. Additionally, as this property is also in Red Oak's ETJ, their approval is also required.

**NOTIFICATION REQUIREMENT (if applicable)**

TYPE	SENT/ADVERTISED	TOTAL NOTIFIED
Regular mail	April 6, 2022	Nine (9) property owners w/i 200 feet of the subject site. *

*\*To date, staff has not received any inquiries regarding this request.*

**PERTINENT REGULATION(s):**

Below is a summary of minimum County standards and the proposed request:

- Section IV (B) requires each lot to have a minimum of 150 feet of paved public road frontage
- Section VIII (B) outlines the criteria below for granting relief from the rules and regulations:
  1. *There are special conditions affecting the land involved such that the strict application of the provisions of this*
  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.*

**FINAL ANALYSIS:**

Staff supports this request as it appears it meets all the criteria for issuing a variance, as outlined in Section VIII of the regulations, and recommends **approval** of this variance to Volume I (Subdivision and Development Standards), Section IV (A)(2) of the County's development regulations to allow one (1) lot, subject to the following conditions:

1. *Due to Tx-DOT's purchase of the applicant's property for Loop 9, the remaining acreage shall be one (1) lot and shall have a road frontage of zero (0) feet along Nokomis Road.*
2. *The applicant submits a plat identical to the variance request and meets all other county requirements, including plat approval from the City of Lancaster and Red Oak.*
3. *This property will not be further subdivided unless it meets the requirements in effect at that time.*



March 23, 2022

Commissioner's Court  
Ellis County, Texas

We are requesting a road frontage variance on our property at 3348 Nokomis Rd, Ferris, TX 75125. The majority of our road frontage and acreage was acquired by the TxDOT ROW for Loop 9. Although we do have driveway access off of Nokomis Rd, at this time, TxDOT has not confirmed any additional frontage access.

This variance will allow us to build a storage building by varying from county road frontage requirements.

Respectfully submitted,

Frederick Kuhlmann

Donna Kuhlmann

*Donna Kuhlmann*  
*Frederick Kuhlmann*

**COMMISSIONERS COURT OF ELLIS COUNTY**

**ORDER NO. \_\_\_\_\_**

On this the 19th day of April 2022, 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 PARCEL ID NO. 198985 – 3348 NOKOMIS RD. FROM VOLUME I, SECTION IV (A) (2) (RESIDENTIAL LOTS) OF THE SUBDIVISION & DEVELOPMENT STANDARDS TO ALLOW ONE (1) LOT WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENT. THE PROPERTY CONTAINS ± 5.489 ACRES OF LAND LOCATED ON THE WESTSIDE OF NOKOMIS ROAD, ± 479 FEET SOUTH OF THE INTERSECTION OF NOKOMIS ROAD AND RAINTREE DRIVE, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF RED OAK, LANCASTER, ROAD & BRIDGE PRECINCT NO. 1., WITH PROPERTY MORE FULLY DESCRIBED IN EXHIBIT “A,” PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**SECTION 1. GRANTING OF A VARIANCE.**

The Commissioners’ Court finds that the variance criteria outlined in Section VIII (B) of the Subdivision & Development Standards apply and set forth above are incorporated into the body of this order as if fully set forth herein, and the granting of relief in the form of a lesser standard will not impact adversely on public health, safety, general welfare, traffic conditions, and not alter the nature, character, and quality of the subdivision.

**SECTION 2. CONDITIONS OF APPROVAL**

The variance for the above-described property is hereby granted a one-time variance from Volume I (Subdivision and Development Standards), Section IV (A) (2) of the County’s development regulations to allow one (1) lot

that does not meet the 150-foot minimum road frontage requirement, subject to the following conditions:

1. Due to Tx-DOT's purchase of the applicant's property for Loop 9, the remaining acreage shall be one (1) lot and shall have a road frontage of zero (0) feet along Nokomis Road.
2. The applicant submits a plat identical to the variance request and meets all other county requirements, including plat approval from the City of Lancaster and Red Oak.
3. This property will not be further subdivided unless it meets the requirements in effect at that time.

**SECTION 3. CONFLICTS**

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

**SECTION 4. SEVERABILITY CLAUSE**

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

**SECTION 5. EFFECTIVE DATE**

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

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 19TH DAY OF APRIL, 2022.**

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

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

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

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

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

**ATTEST:**

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



**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: *Department of Development*

Court Date: *April 19, 2022*



**AGENDA ITEM NO. 1.2**  
**Carrera Ranch Performance Bond – Pct. No. 1**

**CASE TYPE:**

- Amendment
- Plat
- Subdivision Bond**
- Variance
- Other

**IDENTIFYING LANDMARK:**

Parcel ID No. 277733

**APPLICANT(s):**

Stella Rose Homes, LLC

**ATTACHMENTS:**

- 1) Draft Copy of Performance Bond
- 2) Draft Order

**AUTHORED BY:**

Sara Garcia  
Planning Manager/Asst. Director

**APPROVED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented**
- Approve with conditions  
*(see Final Analysis header)*
- Continue/Table request
- Deny request

**AGENDA CAPTION:**

**Consideration and action for a request to accept a performance bond for the proposed Carrera Ranch (Parcel ID No. 277733).** This property contains ± 16.00 acres of land in the T. Jackson Survey, Abstract No. 574, located at the east side of FM 878, ± 2,440 feet south of the intersection of FM 878 and Ike Road, in the extraterritorial jurisdiction of Waxahachie, Road & Bridge Precinct No. 1.

**EXECUTIVE SUMMARY:**

- The applicant is requesting that the County accept a performance bond for the construction of the Carrera Ranch.
- The civil plans for Carrera Ranch, which consists of approximately 13-lots within the subdivision, have been approved for the ± 699 linear feet of a cul-de-sac road built in accordance with the County’s Subdivision and Development Regulations.
- The bond amount is nine hundred ninety-five thousand nine hundred ninety-two & 25/100 Dollars (USD) (\$995,992.25).
- A final plat is forthcoming for approval once the infrastructure is completed.

**FINAL 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 all contracts, agreements, and bids for the construction of roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.

The construction plans and performance bond submitted for the Carrera Ranch Subdivision satisfy current County requirements.

Staff recommends **approval** to accept the performance bond in the amount of nine hundred ninety-five thousand nine hundred ninety-two & 25/100 Dollars (USD) (\$995,992.25) for the Carrera Ranch Subdivision.

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

THAT, Stella Rose Homes, LLC, (hereinafter called the Principal), as Principal, and, Blue Star Utilities, LLC, (hereinafter called the Surety), a corporation organized under the laws of the State of Texas 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 their successor(s) in office (hereinafter called the Obligee), in the amount of Nine Hundred Ninety Five Thousand Nine Hundred Ninety Two and 25/100 Dollars (USD) (\$ 995,992.25), 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 THE ABOVE OBLIGATION IS SUCH, that the roads and streets and drainage requirements for the subdivision known as Carrera Ranch 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 two (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 the 06 day of April, 2022.

\_\_\_\_\_  
PRINCIPAL(S)

Alfredo Carrera

\_\_\_\_\_  
PRINTED NAME

Owner

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY

Jonathan Lamey

\_\_\_\_\_  
PRINTED NAME

Project Manager

\_\_\_\_\_  
TITLE

SEAL

Bond No. \_\_\_\_\_

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

On this the 19th day of April 2022, 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:**

<input type="checkbox"/> Randy Stinson, Commissioner, Pct. 1	<input type="checkbox"/> Paul Perry, Commissioner, Pct. 3
<input type="checkbox"/> Lane Grayson, Commissioner, Pct. 2	<input type="checkbox"/> 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. [REDACTED] ISSUED BY [REDACTED] INSURANCE COMPANY, IN THE AMOUNT OF EIGHTY-EIGHT THOUSAND SIX HUNDRED NINETY & 00/100 DOLLARS (USD) (\$995,992.25) FOR A PERFORMANCE BOND FOR THE CARRERA RANCH SUBDIVISION (EXHIBIT A), CONTAINING ± 16.00 ACRES OF LAND IN THE T. JACKSON SURVEY, ABSTRACT NO. 574, LOCATED AT THE EAST SIDE OF FM 878, ± 2,441 FEET SOUTH OF THE INTERSECTION OF FM 878 AND IKE ROAD, IN THE EXTRATERRITORIAL JURISDICTION OF WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 1., 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 378.19, 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 accepts Performance Bond No. [redacted] issued by [redacted] Insurance Company in the amount of eighty-eight thousand six hundred ninety & 00/100 Dollars (USD) (995,992.25) for the Carrera Ranch Subdivision, in the extraterritorial jurisdiction (ETJ) of Waxahachie, Road & Bridge Precinct No. 1.

**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 19<sup>TH</sup> DAY OF APRIL, 2022.**

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

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

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

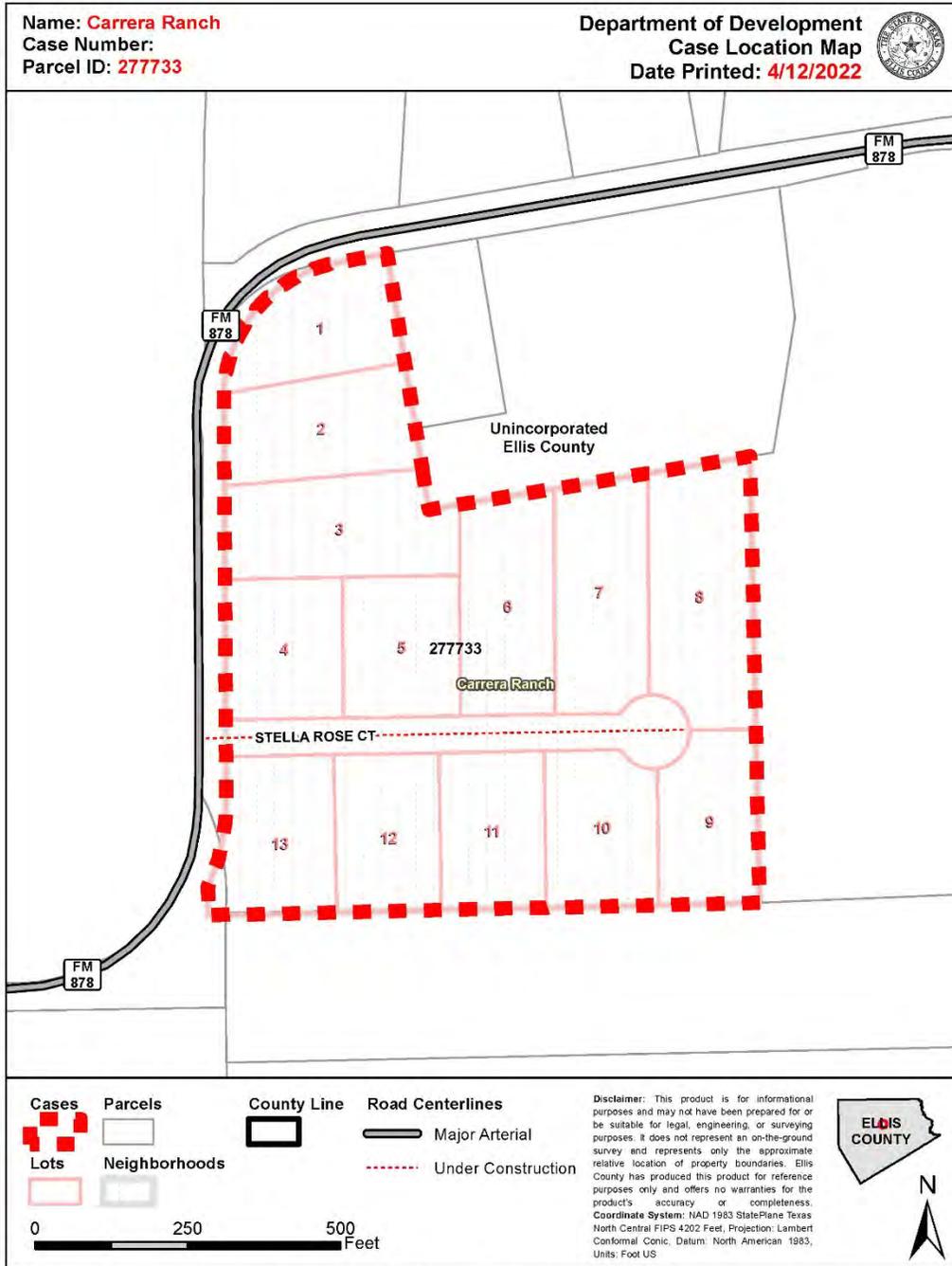
\_\_\_\_\_  
Commissioner Paul Perry, Precinct No. 3

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

**ATTEST:**

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

# EXHIBIT A



-96.777518 32.359646 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 4/12/2022 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd

**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: Department of Development

Court Date: April 19, 2022



**AGENDA ITEM NO. 1.3**  
**Jordan Run Phase IV Final Plat – Pct. No. 3**

**CASE TYPE:**

- Amendment
- Plat**
- Subdivision Bond
- Variance
- Other

**IDENTIFYING LANDMARK:**

Parcel ID No. 180563  
Katrina Run  
Midlothian ETJ

**APPLICANT(s):**

HSM Jordan Run Estates IV, LLC

**ATTACHMENTS:**

- 1) Location Map
- 2) Plat

**AUTHORED BY:**

Sara Garcia  
Planning Manager/Asst. Director

**APPROVED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented**
- Approve with conditions  
(see Final Analysis header)
- Continue/Table request
- Deny request

**AGENDA CAPTION:**

**Discussion, consideration & action on a plat of Jordan Run, Phase IV.**  
The property contains ± 98.218 acres of land in the E. Ballard Survey, Abstract No. 119, the E.A. Moore Survey, Abstract No. 773, and the J. Johnson Survey, Abstract No. 558, located south of Makala Drive, ± 330 feet east of the intersection of Katrina Run and Norrell Road, in the extraterritorial jurisdiction (ETJ) of Midlothian, Road & Bridge Precinct No. 3.

**EXECUTIVE SUMMARY:**

- Subdivide property into seventy-five (75) lots for residential use.
- The City of Midlothian approved this plat at their P&Z meeting on March 15, 2022.

**RIGHT-OF-WAY DEDICATION:**

NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN	SOURCE
Kynleigh Ln. Drew Ln. Katrina Run Grayson Ct. David Ln. Claire Dr. Rebecca Dr.	60 feet	60 feet	Final Plat

**WATER SERVICE:**

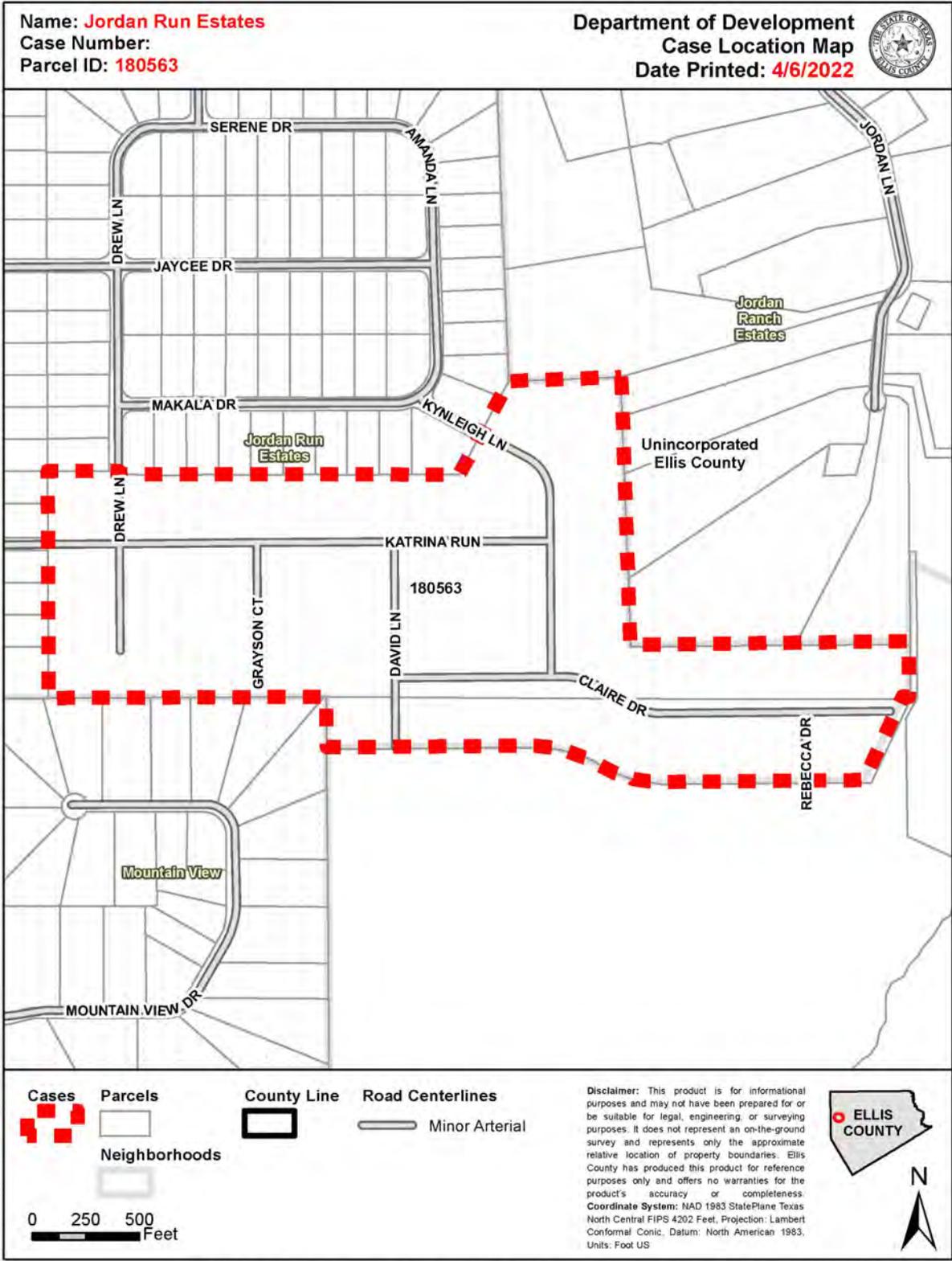
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Mt. Peak SUD	8-inch	November 17, 2021

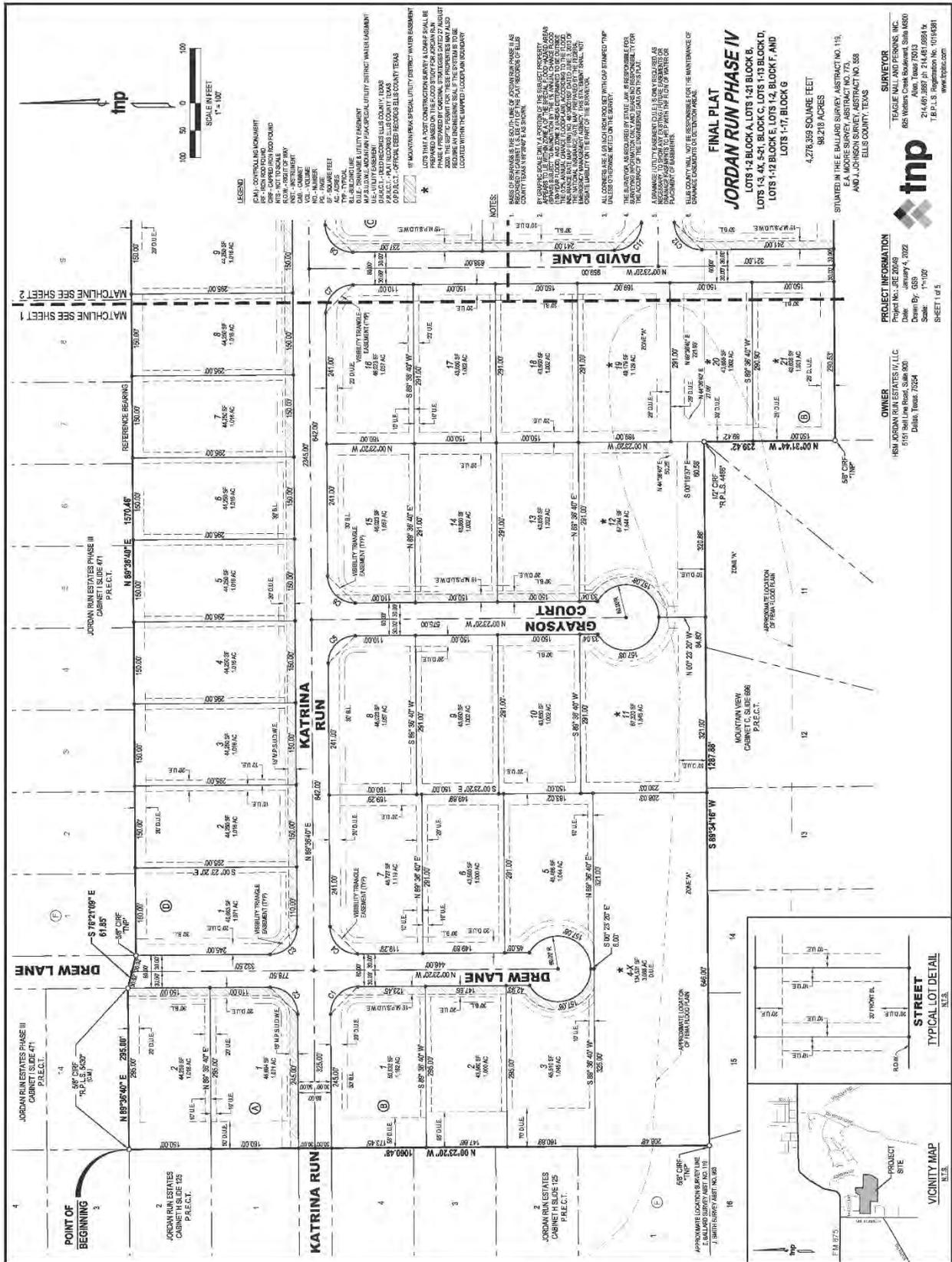
**NOTIFICATION REQUIREMENT (if applicable)**

TYPE	SENT/ADVERTISED	TOTAL NOTIFIED
N/A	N/A	N/A

**FINAL ANALYSIS:**

Upon reviewing the proposed plat, staff confirms that this plat application meets the County’s current subdivision regulations and recommends approval of this plat as presented.











**ELLIS COUNTY COMMISSIONERS' COURT**

Report from: *Department of Development*

Court Date: *April 19, 2022*



**AGENDA ITEM NO. 1.4**  
**Amendments to the Ellis County Septic Order**

**CASE TYPE:**

- Amendment
- Plat
- Subdivision Bond
- Variance
- Other**

**ATTACHMENTS:**

- 1) Court Order

**SEPTIC ORDER AUTHORED BY:**

Kevin Prince, DR, SE  
Environmental Inspections Manager

**REPORT APPROVED BY:**

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

**STAFF RECOMMENDATION:**

- Approve, as presented**
- Approve with conditions  
*(see Final Analysis header)*
- Continue/Table request
- Deny request

**AGENDA CAPTION:**

The County of Ellis will conduct a public hearing to consider and act upon proposed amendments to Order 182.11, the Order Adopting Rules of Ellis County, Texas for On-Site Sewage Facilities, adopted on April 25, 2011, specifically amending Section 10 (Amendments). These amendments primarily reorganize the text, requires registration for maintenance providers, electronic submittal of inspection reports, addresses non-single-family systems, updates surface application system requirements & updates complaint actions for immediate threats to public health, adoption of minimum sizing requirements and design criteria, and any other related additions, deletions, and changes; providing a Conflicts Clause; providing a Severability Clause, and providing for an effective date.

**EXECUTIVE SUMMARY:**

- The existing Ellis County Septic Order has been in effect since June 26, 2011 and has not been amended since.
- Since it's been almost 11 years since that update, staff felt it was ripe to bring it up-to-date to reflect updated practices and procedures better.
- These proposed amendments are designed to make it easier for the citizens and staff while protecting the overall public safety.
- Staff tried to bring forth sweeping changes to the Septic Order in April 2018. However, the Commissioners' Court decided to take no action at that meeting after the septic business community came out to voice its concerns and opposition to staff's proposed amendments.
- Although not legally required, staff advertised these amendments in the Sunday, April 3, 2022, edition of the Waxahachie Daily Light.
- Although not legally required, staff posted the proposed amendments on its website starting on April 5, 2022, to allow the general public an opportunity to see the proposed changes.
- If approved by the Commissioners' Court, the next step is to submit this updated Order to the Texas Commission on Environmental Quality (TCEQ) for their approval. Staff is hopeful that it will only take TCEQ no more than a few months to review these proposed changes. Upon their approval from TCEQ, the Septic Order will go into effect.

## SUMMARY OF MAJOR PROPOSED CHANGES

- Section 4: Legal language added to Conflicts Clause to better reflect repealing past Septic Orders.
- Section 6: Revised language related to areas of jurisdiction to ensure Ellis County's septic order and authority shall extend to areas where there is an existing interlocal agreement for septic inspections.
- Section 10:
- (D) Matches language already found in Volume I of the County's Subdivision Regulations, one (1) acre outside floodplain and two (2) acres if property will use a water well.
  - (G) There shall be no property owner/homeowner installations unless the property owner/homeowner is also a licensed installer with a valid license.
  - (H) Clarifies that a maintenance "contract" is required.
  - (I) Requires annual registration of maintenance providers every January 1. There will be no cost to register but will allow only registered providers to submit contracts. Allows citizens an extra layer of protection when selecting maintenance providers.
  - (J) Maintenance providers who fail to maintain testing or similar two (2) times in a 12-month period may have registration suspended for up to one (1) year and no new contracts accepted during the suspension period. This ensures providers perform their jobs and provide accurate reporting details.
  - (K) Contract renewals from the same provider shall not be accepted until previous contract reports have been submitted. This ensures providers perform their jobs and provide accurate reporting details.
  - (L) Reduces failure to submit reports from eight (8) months to six (6) months. This is only for homeowners doing their own maintenance.
  - (M) Requires the submittal of all inspections report to the County's online software by January 1, 2023. Paper copies will require a per page fee. This is similar to what Hays County requires.
  - (O) Adds the water bill and metering device for system with greater than 501 gallons and/or BODs greater than 66.
  - (P) An audible & visible alarm is required for aeration malfunctions and does not allow an automatic override switch below the high-water alarm level. This will warn the system owner of a problem early on and helps increase the public health and safety of citizens. Given the rocky nature of Ellis County soils, suitable soil to support vegetation ensures proper function upon start-up. Removes 1-4 AM and defaults to 12-5 AM.

- (Q) OSSF shall be immediately pumped if determined to be immediate threat to public health and safety with fines ranging from \$150-\$500 per day per offense.
- (R) If disposal system has additional structures tie into it, it shall provide a 250-gallon septic tank preceding the required treatment systems of both structures. This provides additional pre-treatment and accommodates peak flows. This regulation also considers lift stations as pump tanks and requires additional storage volume. Requiring alarms on lift stations indicates potential malfunction and helps address the problem faster.  
  
180 gallons per day will be the septic calculation for any structure up to 1,500 square feet.  
  
Recreational vehicles in RV parks shall be a minimum of 80 gallons per day per vehicle.  
  
Minimum 60 gallons per day for additions up to 1,500 square feet.
- (S) Due to the substandard nature of the drawings staff receives, this requires a scaled drawing of 1"=40' for all septic designs and all other items required to be on the drawing.

**FINAL ANALYSIS:**

Staff has researched these proposed amendments against other adopted Septic Orders across the State and thoroughly vetted these proposed regulations balancing the public health and safety and allowing homeowners a bit more flexibility. Therefore, staff recommends **approval** of these proposed regulations, subject to approval from the Texas Commission on Environmental Quality (TCEQ).

**ORDER ADOPTING RULES FOR ON-SITE SEWAGE FACILITIES FOR  
COUNTY OF ELLIS, TEXAS****PREAMBLE**

**WHEREAS**, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and,

**WHEREAS**, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and,

**WHEREAS**, due notice was given of a public meeting to determine whether the Commissioners' Court of Ellis County, Texas should enact or amend an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Ellis, Texas; and,

**WHEREAS**, the Commissioners' Court of Ellis County, Texas finds that the use of on-site sewage facilities in Ellis County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and,

**WHEREAS**, the Commissioners' Court of Ellis County, Texas, has considered the matter and deems it appropriate to enact an order adopting rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in Ellis County, Texas.

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

**SECTION 1.**

That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct, and;

**SECTION 2.**

That the use of on-site sewage facilities in Ellis County, Texas is causing or may cause pollution or is injuring or may injure the public health and;

**SECTION 3.**

That an Order for Ellis County, Texas be adopted entitled "On- Site Sewage Facilities," which shall read as follows:

**ORDER ADOPTING RULES FOR ON-SITE SEWAGE FACILITIES FOR  
COUNTY OF ELLIS, TEXAS**

#### **SECTION 4. CONFLICTS.**

To the extent of any irreconcilable conflict with the provisions of this Order and other orders of Ellis County, Texas 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 and this order repeals and replaces any other On-Site Sewage Facility (OSSF) Order for Ellis County.

#### **SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT**

The County of Ellis, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code (THSC) and Chapters 7 & 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

#### **SECTION 6. AREA OF JURISDICTION.**

These Rules shall apply to all the areas lying within the unincorporated areas of Ellis County, Texas, ~~except for the areas regulated under an existing Order, Ordinance, or Resolution~~ and in areas where a current and approved interlocal agreement exists with that governmental entity.

#### **SECTION 7. ON-SITE SEWAGE FACILITY RULES.**

Permits are required ~~Any permit issued for an~~ all on-site sewage ~~facility~~ facilities (OSSF) within the jurisdictional area of Ellis County, Texas, described in Section 6 and ~~must~~ shall comply with the Rules adopted in Section 8 and Section 10 of this Order.

#### **SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.**

~~The Rules,~~ Title 30 Texas Administrative Code (TAC) Chapter 30 Subchapters A and G, and Chapter 285 (hereafter known collectively as "The Rules"), promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Ellis County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

#### **SECTION 9. INCORPORATION BY REFERENCE.**

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

#### **SECTION 10. AMENDMENTS.**

The County of Ellis, Texas, wishing to adopt more stringent Rules for its OSSF Order, understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Ellis County, Texas:

- (A) Ellis County to provide greater public health and safety protection shall require an application, permit, and inspection for construction, alteration, extension, or repair to a residential or commercial on-site sewage facility, regardless of the size of the tract of land.
- ~~(# B)~~ (B) An application and permit shall be obtained from the Ellis County Department of Development or another department authorized by the Ellis County Commissioners' Court for all structures using on-site sewage facilities for sewage disposal prior to its construction.

- (~~G~~ C) ~~All habitable structures~~, Upon their completion, all habitable structures must shall be connected to either a central wastewater treatment sanitary sewer system or an approved sewage disposal system.
- (~~F~~ D) ~~All platted or created subdivisions of single family dwellings using individual on-site sewage facilities for sewage disposal shall have lots of at least one (1) acre.~~  
All tracts of land utilizing on-site sewage facilities that are subdivided and or platted within Ellis County after May 13, 2002, shall contain at least one (1) acre outside the 100-year floodplain if the property is to be served by a public or private water supply. If the property is to be served by a private water well, it shall contain at least two (2) acres, or as approved by Prairielands Groundwater Conservation District (PGCD).
- (E) Planning materials for all OSSFs submitted to ~~in~~ Ellis County Department of Development, or another department as authorized by the Ellis County Commissioners' Court, shall be ~~submitted~~ designed by a Registered Professional Sanitarian (RS) or a Professional Engineer (PE) for its review ~~and approval~~.
- (~~#~~ F) Site evaluations shall only be performed by a Professional Engineer (PE) or registered professional sanitarian (RS) holding a valid TCEQ site evaluator license.
- (~~D~~ G) ~~All construction, alteration, extension, or repair of an on-site sewage facility shall be by a licensed installer or repair.~~ There shall be no property owner/homeowner installations unless the property owner/homeowner is also a licensed Installer with a valid license.
- (~~B~~ H) In order to provide greater public health and safety protection, Ellis County shall require ~~the a~~ maintenance contract for all OSSF's identified in Chapter 285.91(12) to be ~~performed~~ fulfilled by a TCEQ registered maintenance provider with a valid license, unless:
- (1) The homeowner/property owner is a TCEQ-registered/licensed maintenance provider with a valid license, or
  - (2) The homeowner/property owner was trained by an installer or takes a basic homeowner maintenance course approved by Ellis County, or
  - (3) The homeowner/property owner holds a valid Class C or higher wastewater treatment license and is certificated by the manufacturer for the brand of OSSF that they own.
- (I) Each maintenance provider having contracts in Ellis County's jurisdiction, as defined in Section 6, shall register with the Ellis County Department of Development or another department as authorized by the Ellis County Commissioners' Court. Maintenance provider registrations shall be effective from the date of registration to December 31<sup>st</sup> of the same year. Maintenance provider registration renewals for the next year shall not be accepted before December 1<sup>st</sup> of the current year. New and renewal maintenance contracts shall only be accepted from maintenance providers whose registration is current and in good standing. Maintenance provider registration shall be free of charge.

(J) Maintenance providers who fail to perform maintenance testing at the required intervals, mark an inspection tag, or submit a report on time two (2) or more times during any twelve (12) month period may have their registration suspended for up to one (1) year. Additional penalties may also apply. No new or renewal maintenance contracts shall be accepted from a maintenance provider during the time their registration is suspended.

(K) Contract renewals with the same maintenance provider shall not be accepted unless all maintenance reports from the previous contract period have been submitted.

(L) Maintenance Inspections and Reports:

(1) Inspections and inspection reports, at a minimum, ~~must~~ shall meet all inspection and testing requirements ~~as~~ set by the Rules, Ellis County, as well as, the inspection and testing requirements outlined by the manufacturer for the brand being inspected.

~~(2) Inspection reports shall address all inspection and testing requirements as set by the Rules, Ellis County, as well as, the testing requirements outlined by the manufacturer for the brand being inspected.~~

~~(2)~~ (2) A homeowner of a single-family residence conducting ~~his/her~~ their own maintenance ~~must~~ shall comply with all inspection, testing, and reporting requirements identified in Chapter 285.91(12). Failure to provide and submit to Ellis County inspection and testing reports for at least ~~eight~~ six (6) consecutive months shall result in forfeiting homeowner maintenance and shall require a maintenance contract with a registered maintenance provider.

~~(3)~~ (3) Ellis County shall require the reporting of the sludge levels in the pump tank and the condition of the spray area to be included on each required testing report specified by the Rules.

(M) All maintenance inspection reports shall be submitted electronically via the County's Online Software program starting January 1, 2023. Any paper inspection reports submitted shall be subject to a fee listed in the most recently adopted County Master Fee schedule.

~~(N)~~ (N) Any building/structure other than a single-family dwelling using an on-site sewage facility and receiving secondary treatment of the effluent with water usage of ~~no more than~~ less than or equal to five hundred (500) gallons per day (GPD) and/or a Biological Oxygen Demand (BOD) level of ~~no more than~~ less than or equal to sixty-five (65) shall be required to have a maintenance contract performed by a TCEQ-licensed maintenance provider. These numbers shall be rounded up or down to the nearest whole number.

(1) Testing and reporting frequency shall be once every four (4) months.

(2) One (1) BOD and Total Suspended Solids (TSS) Grab sample ~~will~~ shall be required once each year.

(3) Test results of each testing shall be sent to the Ellis County Department of Development within fourteen (14) days after the test is performed.

(4) Annual water bill shall be provided upon request.

(5) The OSSF system does not require any additional treatment components.

(~~K~~ O) Any building/structure other than a single-family dwelling using an on-site sewage facility and receiving secondary treatment of the effluent with water usage of five hundred and one (501) gallons per day (GPD) and/or a Biological Oxygen Demand (BOD) level of sixty-six (66) or more shall be ~~checked~~ inspected and maintained monthly by a contracted TCEQ-licensed maintenance provider. These numbers shall be rounded up or down to the nearest whole number.

(1) A chlorine residual or fecal coliform test shall be made at each site visit where disinfection is required.

(2) One (1) BOD and Total Suspended Solids (TSS), Grab Sample Test, shall be conducted per year.

(3) The test results shall be sent to the Department of Development within fourteen (14) days after the test is performed.

(4) Annual water bill shall be provided upon request.

(5) A metering device capable of measuring and recording effluent flow shall be installed. This value shall be included in each monthly report.

(P) Surface Application Systems:

(1) All surface application systems shall have an audible and visible alarm for aeration malfunction.

(2) Surface application systems shall not be equipped with an automatic override switch/float below the high-water alarm level.

(3) The site for surface application systems shall be clear of all exposed rock, or the exposed rock shall be covered with at least four (4) inches of soil suitable to support vegetative growth.

(4) All surface spray systems shall have timers to be set to go off between ~~1:00 AM and 4:00 AM~~ 12:00 AM and 5:00 AM.

(Q) Time Limit - Non-compliance:

If Ellis County officials determine an on-site sewage facility exhibiting an immediate threat to public health with sewage exposed aboveground, the property owner shall have the on-site sewage facility pumped immediately. The property owner shall be given ten (10) days after the initial violation notice date to initiate repairs or replacement of the malfunctioning on-site sewage facility. The applicable fines shall range from a minimum of \$150.00 but not exceed \$500.00 for each day the violation occurs for non-compliance.

(R) Minimum Sizing:

- (1) For the disposal of wastewater from more than one structure, there shall be a minimum two hundred-fifty (250) gallon septic tank for the secondary structure preceding the required treatment system of both structures. Lift stations shall be considered pump tanks and equipped with audio and visual alarms.
- (2) The minimum sizing factor for any structure up to fifteen hundred (1,500) square feet shall be one hundred eighty (180) gallons per day, including recreational vehicles, guest houses, offices, apartments, etc., except for recreational vehicle parks.
- (3) Recreational vehicle parks shall be designed for a minimum wastewater usage of eighty (80) gallons per day per recreational vehicle.
- (4) A minimum of sixty (60) gallons per day, per bedroom, shall be used for any addition of up to fifteen hundred (1,500) square feet to an existing structure utilizing an on-site sewage facility.

(S) Design Requirements:

- (1) All on-site sewage facility detailed designs shall be to a scale of 1" = 40'. If all property lines cannot be included on an 8.5" x 11" page, another 'zoomed-out' design is required at a larger scale for location purposes.
- (2) All proposed and existing structures shall be included on the design, including but not limited to secondary residences, guest houses, septic systems, outbuildings, barns, sheds, etc. Waterlines, water meters, water wells, overhead electric lines, driveways, and access easements shall also be shown.

~~(I) All surface spray systems shall have timers to be set to go off between 1:00 AM and 4:00 AM.~~

**SECTION 11. DUTIES AND POWERS.**

All OSSF Designated Representatives (DR) (30 TAC§ 285.2(17)) for Ellis County, Texas, ~~must~~ **shall** be certified by the TCEQ before assuming the duties and responsibilities.

**SECTION 12. COLLECTION OF FEES.**

All fees collected for permits and/or inspections shall be made payable to Ellis County, Texas. A fee of \$10 ~~will~~ **shall** also be collected for each on-site sewage facility permit to be paid to the On-Site Wastewater Treatment Research Council as required by the THSC, Chapter 367.

**SECTION 13. APPEALS.**

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners' Court of Ellis County, Texas.

**SECTION 14. ENFORCEMENT PLAN**

The County of Ellis understands that, at a minimum, it shall follow the requirements in 30 TAC§ 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

**SECTION 15. SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the Commissioners' Court of Ellis County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the Commissioners' Court would have enacted the same without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

**SECTION 16. RELINQUISHMENT OF ORDER**

If the Commissioners' Court of Ellis County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners' Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC§ 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC§ 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

**SECTION 17. EFFECTIVE DATE.**

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

**PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS ON THIS THE \_\_\_ DAY OF \_\_\_\_, 20\_\_.**

\_\_\_\_\_  
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

# 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: April 13, 2022 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: April 19, 2022

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

Consideration and approval of material price increase from Cleveland Asphalts for Emulsified Asphalts RFB -2022-012. This proposed will reflect current market rack pricing.

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

# CLEVELAND ASPHALT PRODUCTS

Emulsions & Cutback Asphalt • RAP Recyclers

March 14, 2022

RE: RFB-2022-012 Emulsified Asphalts

To Whom It May Concern:

Cleveland Asphalt Products appreciates our working relationship with Ellis County. We have supplied quality products that built quality roads. Over the last several months, the asphalt market has had substantial price increases. Cleveland Asphalt Products is asking Ellis County to consider a price increase for us to continue our excellent service of building roads for the community of Ellis County.

Please see the attached documents with regards to the price increase (64-22), which shows the rapid price increase from the point of the last renewal to current market rack pricing.

We hope you understand the reasons behind our request for an increase in price. However, if a price increase is unacceptable, Cleveland Asphalt Products will have to cancel Bid 2022-012 Emulsified Asphalt on April 1st, 2022. We hope to continue doing business with Ellis County.

Sincerely,



Clayton Moore  
Sales Rep.

# CLEVELAND ASPHALT PRODUCTS

Emulsions & Cutback Asphalt • RAP Recyclers

Date: 3/14/2022

PO Box 1449  
Shepherd, Texas 77371

Phone: 800-334-0177  
Fax: 936-628-6602

Ellis County

RFB-2022-012

Emulsified Asphalts

<b>Comments or Special Instructions</b>
All prices based on minimum 5000 gallon load, please call for smaller quantities.
Diluted material can not be returned for credit.

Product	UOM	2022 Pickup Price	2022 Delivered Price	2022 New Pickup Price	2022 New Delivered Price
CRS-2	Gallon	\$2.05	\$2.26	\$2.40	\$2.61
CRS-2H	Gallon	\$2.05	\$2.26	\$2.40	\$2.61
MS-2	Gallon	\$2.15	\$2.36	\$2.55	\$2.76
RC-250	Gallon	\$3.45	\$3.66	\$4.40	\$4.61
AC-5	Gallon	\$3.05	\$3.26	\$3.90	\$4.11
AC-10	Gallon	\$3.05	\$3.26	\$3.90	\$4.11
MC-30	Gallon	\$3.95	\$4.16	\$4.40	\$4.61
AEP Diluted					
(40%H2O/ 60% Product)	Gallon	\$1.60	\$1.81	\$2.05	\$2.26
(50%H2O/ 50% Product)	Gallon	\$1.50	\$1.71	\$1.95	\$2.16
(60%H2O/ 40% Product)	Gallon	\$1.40	\$1.61	\$1.85	\$2.06



Clayton Moore



**CURRENT ASPHALT PRICING**

March 11, 2022

To: Our Valued Asphalt Customers

Effective March 15, 2022 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$615 / ton	PG64-22	\$615 / ton	PG64-22	\$615 / ton	PG64-22	\$630 / ton
PG70-22S	\$715 / ton	PG70-22S	\$715 / ton	PG70-22S	\$715 / ton	PG76-22S	\$780 / ton
PG76-22S	\$765 / ton	PG76-22S	\$765 / ton	PG76-22S	\$765 / ton		
PG58-28	\$645 / ton	AC-5	\$670 / ton	PG58-28	\$645 / ton		
AC-15P	\$780 / ton	AC-10	\$645 / ton	AC-15P	\$780 / ton		
AC-20XP	\$780 / ton	EMFL	\$655 / ton	AC-20XP	\$780 / ton		
AC-0.6	\$720 / ton			AC-0.6	\$720 / ton		
AC-3	\$675 / ton			AC-10	\$645 / ton		
AC-5	\$670 / ton			RC-250	\$880 / ton		
AC-10	\$645 / ton			AC-5	\$670 / ton		
MC-30	\$940 / ton						
RC-250	\$880 / ton						

\*\*The products listed are subject to availability and daily rack prices may change at any time. We appreciate your business as always, and if you have any questions, please feel free to contact the Valero Marketing Manager for your area.

**Houston** - Sidney Pujol (225-603-3602) or Brian Damell (469-286-7128)

**Corpus Christi/ Brownsville** – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

**Sidney Pujol**  
 Sr. Mgr. - Gulf Coast Asphalt Marketing  
 225-603-3602 - Phone  
 210-370-4455 - Fax  
[sidney.pujol@valero.com](mailto:sidney.pujol@valero.com)

CC: Kat Crownover - Senior Manager - Asphalt Supply And Trading



February 25, 2022

To: Our Valued Asphalt Customers

Effective March 1, 2022 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$590 / ton	PG64-22	\$590 / ton	PG64-22	\$590 / ton	PG64-22	\$605 / ton
PG70-22S	\$690 / ton	PG70-22S	\$690 / ton	PG70-22S	\$690 / ton	PG76-22S	\$755 / ton
PG76-22S	\$740 / ton	PG76-22S	\$740 / ton	PG76-22S	\$740 / ton		
PG58-28	\$620 / ton	AC-5	\$645 / ton	PG58-28	\$620 / ton		
AC-15P	\$755 / ton	AC-10	\$620 / ton	AC-15P	\$755 / ton		
AC-20XP	\$755 / ton	EMFL	\$630 / ton	AC-20XP	\$755 / ton		
AC-0.6	\$695 / ton			AC-0.6	\$695 / ton		
AC-3	\$650 / ton			AC-10	\$620 / ton		
AC-5	\$645 / ton			RC-250	\$855 / ton		
AC-10	\$620 / ton			AC-5	\$645 / ton		
MC-30	\$915 / ton						
RC-250	\$855 / ton						

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**Houston** - Sidney Pujol (225-603-3602) or Brian Darnell (469-286-7128)

**Corpus Christi / Brownsville** – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

*Sidney Pujol*  
*Sr. Mgr. - Gulf Coast Asphalt Marketing*  
*225-603-3602 - Phone*  
*210-370-4455 - Fax*  
[sidney.pujol@valero.com](mailto:sidney.pujol@valero.com)

CC: Kat Crowover - Senior Manager - Asphalt Supply And Trading



February 11, 2022

To: Our Valued Asphalt Customers

Effective February 15, 2022 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$540 / ton	PG64-22	\$540 / ton	PG64-22	\$540 / ton	PG64-22	\$555 / ton
PG70-22S	\$640 / ton	PG70-22S	\$640 / ton	PG70-22S	\$640 / ton	PG76-22S	\$705 / ton
PG76-22S	\$690 / ton	PG76-22S	\$690 / ton	PG76-22S	\$690 / ton		
PG58-28	\$570 / ton	AC-5	\$595 / ton	PG58-28	\$570 / ton		
AC-15P	\$705 / ton	AC-10	\$570 / ton	AC-15P	\$705 / ton		
AC-20XP	\$705 / ton	EMFL	\$580 / ton	AC-20XP	\$705 / ton		
AC-0.6	\$645 / ton			AC-0.6	\$645 / ton		
AC-3	\$600 / ton			AC-10	\$570 / ton		
AC-5	\$595 / ton			RC-250	\$805 / ton		
AC-10	\$570 / ton			AC-5	\$595 / ton		
MC-30	\$865 / ton						
RC-250	\$805 / ton						

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**Houston** - Sidney Pujol (225-603-3602) or Brian Damell (469-286-7128)

**Corpus Christi/ Brownsville** – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

**Sidney Pujol**  
 Sr. Mgr. - Gulf Coast Asphalt Marketing  
 225-603-3602 - Phone  
 210-370-4455 - Fax  
[sidney.pujol@valero.com](mailto:sidney.pujol@valero.com)

CC: Kat Crownover - Senior Manager - Asphalt Supply And Trading



January 13, 2022

To: Our Valued Asphalt Customers

Effective January 15, 2022 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$525 / ton	PG64-22	\$525 / ton	PG64-22	\$525 / ton	PG64-22	\$540 / ton
PG70-22S	\$625 / ton	PG70-22S	\$625 / ton	PG70-22S	\$625 / ton	PG76-22S	\$690 / ton
PG76-22S	\$675 / ton	PG76-22S	\$675 / ton	PG76-22S	\$675 / ton		
PG58-28	\$555 / ton	AC-5	\$580 / ton	PG58-28	\$555 / ton		
AC-15P	\$690 / ton	AC-10	\$555 / ton	AC-15P	\$690 / ton		
AC-20XP	\$690 / ton	EMFL	\$565 / ton	AC-20XP	\$690 / ton		
AC-0.6	\$630 / ton			AC-0.6	\$630 / ton		
AC-3	\$585 / ton			AC-10	\$555 / ton		
AC-5	\$580 / ton			RC-250	\$790 / ton		
AC-10	\$555 / ton			AC-5	\$580 / ton		
MC-30	\$850 / ton						
RC-250	\$790 / ton						

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**Houston** - Sidney Pujol (225-603-3602) or Brian Damell (469-286-7128)

**Corpus Christi/ Brownsville** – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

Thank You

**Sidney Pujol**  
 Sr. Mgr. - Gulf Coast Asphalt Marketing  
 225-603-3602 - Phone  
 210-370-4455 - Fax  
[sidney.pujol@valero.com](mailto:sidney.pujol@valero.com)

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply



ASPHALT PRICING AT BID DUE DATE

September 28, 2021

To: Our Valued Asphalt Customers

Effective October 1, 2021 Valero Marketing and Supply Company will change the Daily Rack prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville. Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$450 / ton	PG64-22	\$450 / ton	PG64-22	\$450 / ton	PG64-22	\$465 / ton
PG70-22S	\$550 / ton	PG70-22S	\$550 / ton	PG70-22S	\$550 / ton	PG76-22S	\$615 / ton
PG76-22S	\$600 / ton	PG76-22S	\$600 / ton	PG76-22S	\$600 / ton		
PG58-28	\$480 / ton	AC-5	\$505 / ton	PG58-28	\$480 / ton		
AC-15P	\$615 / ton	AC-10	\$480 / ton	AC-15P	\$615 / ton		
AC-20XP	\$615 / ton	EMFL	\$490 / ton	AC-20XP	\$615 / ton		
AC-0.6	\$555 / ton			AC-0.6	\$555 / ton		
AC-3	\$510 / ton			AC-10	\$480 / ton		
AC-5	\$505 / ton			RC-250	\$715 / ton		
AC-10	\$480 / ton			AC-5	\$505 / ton		
MC-30	\$775 / ton						
RC-250	\$715 / ton						

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**Corpus Christi/ Brownsville** – Johnie Goodman (361-442-3909) / Rick Rodgers (361-815-8982)

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**Sidney Pujol**  
 Sr. Mgr. - Gulf Coast Asphalt Marketing  
 225-603-3602 - Phone  
 210-370-4455 - Fax  
[sidney.pujol@valero.com](mailto:sidney.pujol@valero.com)

CC: Michael Worth – VMSC Executive Director - Asphalt Marketing And Supply

# 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: April 13, 2022 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: April 19, 2022

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

Authorization to Advertise and Solicit a Request for Proposal for INMATE MEDICAL SERVICES.

\*

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

COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: April 11, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: EJ Harbin

PHONE: 972-825-5118 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: April 19, 2022

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

**Consideration and action to declare the listed items as surplus to be disposed in accordance with the Local Government Code 263:**

Precinct #	Make, Model	Year	VIN
2	Volvo L10-300 Dump Truck	1990	4VZACMBE8LN629717
2	Volvo L10-300 Dump Truck	1988	2VZACBME8KN614553
2	Volvo L10-300 Dump Truck	1990	4VZAGBME1LN629719
4	Cat M316 Excavator	2006	CATM316CHH2C00498
3	Freightliner – Day Cab	1998	1FUY3MDBOWL917596

\* \_\_\_\_\_

# COMMISSIONERS COURT AGENDA REQUEST

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**Please fill out this form completely:**

DATE: 04/12/2022 SUPPORTING DOCUMENT(S) ATTACHED? (YES)

NAME: Tim Birdwell

PHONE: 972-825-5555 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Waxahachie Texas 75165

PREFERRED DATE TO BE PLACED ON AGENDA: April 19, 2022

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

**DISCUSSION, CONSIDERATION, ACTION TO LIFT THE CURRENT BURN BAN THAT IS IN EFFECT FOR ELLIS COUNTY.**

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

# 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: 04/12/2022 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Theresa Taylor, Director of Human Resources

PHONE: 972.825.5292 FAX: 972.825.5162

DEPARTMENT OR ASSOCIATION: Human Resources

ADDRESS: 101 W. Main Street, Ste B103, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: March 08, 2022

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):  
Discussion and consideration of need to extend and/or ammend Covid-19 Paid Time-off Policy  
which expired 03/31/2022.

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

## **COVID-19 Paid Time-off Policy**

(effective 09/14/2021 through 03/31/2022)

### **1. COVID-19 Paid Sick Leave** will be made available to the following:

Any employee who is subject to a Federal, State, or Local Health Authority quarantine order or physician's directive due to a positive COVID-19 test.

- Documentation of the employee's positive COVID-19 test must be provided to Human Resources. Paid leave starts on the first day of documented illness by physician or positive test results. Documents must be clearly dated and verifiable to be accepted.

### **2. COVID-19 Paid Quarantine Leave** will be made available to the following:

Any employee who has been told to quarantine by physician directive or due to close contact to someone with a positive COVID-19 test. "Close contact" is as defined by the CDC.

- Employees who self-quarantine due to caring for an individual who is subject to a quarantine or isolation order who lives in their immediate household.
- Employees who are exposed to Covid-19 (i.e. home, work, or other). Documentation of exposure (i.e. close contact) must be provided to Human Resources and approved by the employee's Supervisor. Paid Quarantine Leave, due to an exposure outside of the employee's immediate household, is limited to 40 hours.
- To care for a child who has been exposed or diagnosed with Covid-19 and is required to quarantine.

### **3. Unpaid Time Off / Use of Personal Leaves**

Employees absent from work due to the following reason must use their own available leave: (sick, comp time, then unpaid leave; vacation time may be used if other leaves are not available at the employee's request).

- Employees who choose to self-quarantine for any reason not specifically covered by Covid-19 Paid Leave or Covid-19 Quarantine Leave.

**4.** The combination of COVID-19 Paid Sick and Quarantine Leave shall not exceed 80 hours for the period starting 09/14/2021 and ending 03/31/2022.

**5.** An employee's return to work shall be as permitted by their Supervisor or by the employee's physician.

**6.** Additional administrative paid leave may be granted by an elected official or department head if deemed appropriate due to a COVID-19 exposure or positive test issue not addressed under this policy.

**7.** Licensed Peace Officers are not limited by this policy and should follow guidelines set by Ellis County's Quarantine Leave Policy under H.B. 2073 (2021).

**8.** All work-related exposures must be reported to Human Resources.

## **Quarantine vs. Isolation**

- You **quarantine** when you might have been exposed to the virus.
- You **isolate** when you have been infected with the virus, even if you don't have symptoms.

## **If You Are Sick - ISOLATE**

- Stay home. Do not leave your home, except to get medical care. Do not visit public areas.
- Take care of yourself. Get rest and stay hydrated. Take over-the-counter medicines, such as acetaminophen, to help you feel better.
- Stay in touch with your doctor. Call before you get medical care.
- Separate yourself from other people - As much as possible, stay in a specific room and away from other people and pets in your home. If possible, you should use a separate bathroom. If you need to be around other people or animals in or outside of the home, wear a mask.
- Monitor your symptoms - including fever, cough, or other symptoms.
- Get Tested - If you have symptoms of COVID-19, get tested.
- If you are sick, wear a mask over your nose and mouth if you must be around other people or animals, including pets (even at home). You don't need to wear the mask if you are alone. If you can't put on a mask (because of trouble breathing, for example), cover your coughs and sneezes in some other way. Try to stay at least 6 feet away from other people. This will help protect the people around you. Masks should not be placed on young children under age 2 years, anyone who has trouble breathing, or anyone who is not able to remove the mask without help.
- Do not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people in your home.
- If a caregiver or other person needs to clean and disinfect a sick person's bedroom or bathroom, they should do so on an as-needed basis. The caregiver/other person should wear a mask and disposable gloves prior to cleaning.

## **If You Are Exposed – QUARANTINE**

Quarantine if you have been in close contact (within 6 feet of someone for a cumulative total of 15 minutes or more over a 24-hour period) with someone who has COVID-19, unless you have been fully vaccinated. People who are fully vaccinated do NOT need to quarantine after contact with someone who had COVID-19 unless they have symptoms.

What to do

- Stay home for 14 days after your last contact with a person who has COVID-19.
- Watch for fever (100.4°F), cough, shortness of breath, or other symptoms of COVID-19.
- If possible, stay away from people you live with, especially people who are at higher risk for getting very sick from COVID-19.

After quarantine

- Watch for symptoms until 14 days after exposure.
- If you have symptoms, immediately self-isolate and contact your local public health authority or healthcare provider.

You may be able to shorten your quarantine - Options they will consider include stopping quarantine:

- After day 10 without testing; no fever & symptoms improving
- After day 7 after receiving a negative test result (test must occur on day 5 or later)

Content source: [National Center for Immunization and Respiratory Diseases \(NCIRD\)](https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html)

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html>

East Garrett



February 24, 2022

Ellis County Officials / Judge Todd Little

101 W Main St.

Waxahachie, TX 75165

Mr. Robert Ricks

I am contacting you on behalf of East Garrett W.S.C to respectfully request assistance from Ellis County's Coronavirus Local Fiscal Recovery Fund monies for our utility's eligible pandemic-related expenditures, revenue losses, and additional recovery measures.

East Garrett W.S.C provides water service to an estimated 1,500 residents in the Ennis and Palmer area of Ellis County, of which no local unit of government otherwise provides. The American Rescue Plan Act gives counties the authority to transfer Coronavirus Local Fiscal Recovery Fund monies to water supply corporations and special districts for the same eligible uses as cities and counties. These uses include water and wastewater infrastructure upgrades and improvements, purchase of additional generator capacity, revenue loss, and premium pay for essential workers.

East Garrett W.S.C is seeking funding under the American Rescue Plan Act to pay for (assist with) the purchase of a necessary generator for backup power for emergency needs within our water supply system. On June 8<sup>th</sup>, 2021, the 87<sup>th</sup> Texas Legislature passed Senate Bill 3 (SB 3) that created Section 13.1394 in the Texas Water Code (TWC) which requires affected utilities to provide emergency operations of the water system during extended power outages lasting more than 24 hours and requires that water operations to maintain the minimum operating pressure of 20 pounds per square inch. Our utility would appreciate your consideration of allocating a portion of Ellis County's Fiscal Recovery Funds to prevent further reductions to the essential services we provide to our community.

Please let us know if you require any further information. We look forward to collaborating with you and your staff on this issue to ensure that our county's residents continue to receive the essential services that we provide. Please see the attached break down of the requested assistance.

Thank you,

John Wade

General Manger, East Garrett Water Supply



Breakdown of required backup generator for 131 Herd Rd Pump Station

Generac 45KW, 480 volts, 3 phase, liquid cooled generator and 200 Amp transfer switch.

Necessary conduit, wire, and labor are included for generator to sit no more than 40 feet from transfer switch.

Lead time is 40 weeks from order date.

Total Cost for Backup Generator: \$22,675.00

Breakdown Cost for weathering, Fuel tank and security access

Remove 250' fence 6' tall	\$3,000.00
Install 600' fence 6' tall	\$13,200.00
Two 10' gates	\$1,640.00
Survey for fence install	\$2,500.00
Engineered concrete pad for generator	\$2,800.00
Engineered 20x20 covered awning	\$7,860.00
Electric for 20x20 covered awning	\$3,860.00
500-gallon propane gas tank	\$5,286.00
400-gallons of propane gas	\$1,140.00
Plumbing for generator	\$3,200.00
Concrete pad 20x20	\$6,000.00
Clen up	\$1,500.00
Permits	\$4,800.00
Labor for 20x20 awning	\$4,800.00
Fuel charge	\$600.00
Builder fee 10%	\$5,700.00
Total Cost	\$63,386.00

Total Cost of project \$86,061.00

*Fund the proposed  
\$ project with  
ARPA funds*

# 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: 4-12-22 SUPPORTING DOCUMENT(S) ATTACHED? ( y )

NAME: Paul Perry

PHONE: 972-825-5340

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

DEPARTMENT / ASSOCIATION: RB3

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

PREFERRED DATE TO BE PLACED ON AGENDA: 4-19-22

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

Acceptance of Commissioner Paul Perry's Certificate of Completion of the County Investment Academy for 2021 and continuing membership in the Academy.

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



Emmett & Miriam  
**McCoy**  
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES  
**2021 Certificate of Membership**  
**County Investment Academy**

**Hon. Paul Perry**

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

**Ellis County**

Issued by the Texas Association of Counties the thirty-first day of December, 2021

Handwritten signature of Nathan Craddock in black ink.

Mr. Nathan Craddock, President

Handwritten signature of Susan M Redford in black ink.

Ms. Susan Redford, Executive Director



DATE: March 4, 2022  
TO: County Investment Academy member  
FROM: Deanna Auert, Manager of TAC Programs & Education Services  
NOTICE: County Investment Academy requirements completed for 2021

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Congratulations! Our records indicate you have met your County Investment Academy continuing education requirement for 2021. Your transcript and certificate of compliance for 2021 are enclosed. To maintain your membership in 2022, please refer to the Investment Academy hours chart below to see your continuing education requirements to be completed by December 31, 2022. Please review all information on the transcript for accuracy. If your records do not agree, please email the missing documentation to Deanna Auert at [deannaa@county.org](mailto:deannaa@county.org) or Nino Miranda at [ninom@county.org](mailto:ninom@county.org) in order to update your records.

If you need further assistance, please contact Deanna Auert or Nino Miranda (800) 456-5974. For more information, visit [www.county.org/investment](http://www.county.org/investment).

Annual training hosted by TAC:

- **Conference of the County Investment Academy** (15 hours of continuing education)  
June 27-29 | Moody Gardens Hotel | Galveston
- **Texas Public Funds Investment Conference** (10 hours of continuing education)  
November 3-4 | Westin Hotel Houston, Memorial City | Houston

	<b>Required Hours</b>	<b>Outside Hours</b>	<b>Carry Forward Hours</b>
<b>County Investment Academy</b>	15 hours annually	Maximum of 5 hours	Maximum of 5 hours

# TEXAS ASSOCIATION OF COUNTIES

## COUNTY INVESTMENT ACADEMY CONTINUING EDUCATION

Reporting Period: 1/1/2021 - 12/31/2021

---

Hon. Paul Perry  
Commissioner  
Ellis County  
PO Box 396  
Italy, TX 76651-0396

ID: 21555  
Phone: (972) 825-5340  
Fax: (972) 483-7478  
Enrollment Date: 4/27/2017

---

The Texas Association of Counties County Investment Academy and its continuing education requisites exceed the investment training for local government education mandates as outlines in Section 2256 008 of the Public Funds Investment Act, revision effective September 1, 1998.

The requirements for the program are 15 hours required, 5 outside hours allowed and a max of 5 hours can be carried forward.

<b>Date</b>	<b>Description</b>	<b>Earned Hours</b>
1/1/2021	Excess hours carried from 2020	4.00
11/4/2021	2021 Texas Public Funds Investment Conference - Nov 04, 2021	10.00
12/13/2021	Quest CE	1.00

**Total TAC Hours for Year: 14.00**

**Applicable Outside Hours: 1.00**

**Total Hours For Year: 15.00**

You have completed your program.

# 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: April 12, 2022 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Judge Bob Carroll \_\_\_\_\_

PHONE: 972-825-5060 FAX: 972-825-5061

DEPARTMENT OR ASSOCIATION: District Judge

ADDRESS: 109 S Jackson St, Waxahachie, TX 75165 ] \_\_\_\_\_

PREFERRED DATE TO BE PLACED ON AGENDA: April 19, 2022

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

Discussion, consideration and adoption of a Resolution seeking a backlog improvement grant from the Texas Indigent Defense Commission and establish a Managed Assigned Counsel Program – Ellis County District Judge Bob Carroll

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



**A Resolution by Ellis County Commissioners' Court  
to Apply for a TIDC Backlog Improvement Grant in Pursuit of  
a Managed Assigned Counsel for Indigent Defense Services**

**WHEREAS**, Amendment VI of the United States Constitution and Article I, Section 10 of the Texas Constitution both guarantee criminal defendants the right to legal counsel; and

**WHEREAS**, the constitutional right to legal counsel applies to all criminal defendants, irrespective of wealth, status, or condition; and

**WHEREAS**, the State of Texas authorizes multiple methods for counties to select legal counsel for indigent criminal defendants, including the Assigned Counsel model, in which judges select the defense from a "wheel" of qualified local attorneys, and Public Defender Offices, in which a dedicated indigent defense attorney becomes a permanent apparatus of the county government; and

**WHEREAS**, Principle 1 of the American Bar Association's *Ten Principles of a Public Defense Delivery System* requires that "the public defense function, including the selection, funding, and payment of defense counsel, is independent" of the judiciary; and

**WHEREAS**, the State of Texas introduced the Managed Assigned Counsel model in 2011 with H.B. 1754, which enabled counties to separate the attorney-selection process from the judiciary without the cost of a Public Defender Office by hiring one Managing Attorney to oversee selection of attorneys, experts & investigators, mental health professionals, and CPS agents; and

**WHEREAS**, by assigning the responsibilities of selection and voucher payment to a Managing Attorney, a Managed-Assigned Counsel provides for independent oversight of attorney performance while relieving judges of the burdens of selecting counsel and paying vouchers; and

**WHEREAS**, Ellis County courts currently suffer from an extensive backlog in criminal cases due to a prolonged halt on jury trials during the COVID-19 pandemic; and

**WHEREAS**, the Texas Indigent Defense Commission currently holds nearly \$14 million in potential Improvement Grant funding for counties that wish to expand indigent defense capacity and reduce COVID backlog through new programs;

**NOW THEREFORE, BE IT RESOLVED**, that the Ellis County Commissioners' Court names the Administrative District Judge as interim Program Director/Authorized Official and the County Auditor as Financial Officer to apply for a two-year, COVID-Backlog Improvement Grant from the Texas Indigent Defense Commission in the amount of \$500,188; and

**BE IT FURTHER RESOLVED**, that should Ellis County receive Improvement Grant funding from the Texas Indigent Defense Commission, it will implement a Managed-Assigned Counsel for indigent defense services in Ellis County, including the hiring of a Managing Attorney to be funded by the grant.

In witness thereof, signed the 19<sup>th</sup> Day of April, 2022 –

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

\_\_\_\_\_  
Randy Stinson, Commissioner, Precinct 1

\_\_\_\_\_  
Lane Grayson, Commissioner, Precinct 2

\_\_\_\_\_  
Paul Perry, Commissioner, Precinct 3

\_\_\_\_\_  
Kyle Butler, Commissioner, Precinct 4

\_\_\_\_\_  
Attest: Krystal Valdez, County Clerk



April 14<sup>th</sup>, 2022

To the Texas Indigent Defense Commission:

The judges of the District and Statutory County Courts at Law of Ellis County are committed to providing equal justice through the courts. We recognize the need for an efficient and effective system to provide legal assistance to individuals without sufficient financial resources to obtain legal counsel on their own. We wholeheartedly support efforts to improve the timeliness, quality, and cost effectiveness of legal services to the indigent. We welcome the opportunity to enhance our systems and services involving indigent defense.

The Covid-19 Pandemic has created numerous adverse consequences in our state and county. Ellis County effectively responded to the challenges and issues presented to the judiciary; however, many ongoing needs exist. Economic hardships have enlarged the number of people needing financial assistance. The temporary shutdown in the ability of the courts to provide jury trials and conduct in-person proceedings had an obvious and negative impact on the criminal justice system and the juvenile justice system. Although our courts have already responded by making numerous changes to modify and improve our methods and systems to address these and other unique challenges, we realize that improvement must be a constant and persistent endeavor.

In addition to Covid-19 issues, Ellis County courts are also being impacted by an unprecedented growth in our population. Situated next to Dallas and Tarrant counties and being located on several major thoroughfares, Ellis County is experiencing a population increase that out-paces most previous predictions. The population increase alone is sufficient to justify extraordinary measures, including financial investment, in order to facilitate the improvement and expansion of court services and capabilities. Our population growth continues at a rapid pace, despite and in the midst of Covid-19. As a result of Covid-19, our rate of growth, and other factors, the courts of Ellis County are observing increased demands on our justice system.

The courts of Ellis County would benefit from an improved indigent defense system, which continues to emphasize prompt appointment of counsel, increased accountability for counsel appointed, and review of costs associated with provision of effective legal representation of the indigent. If properly conceived, effectively managed, and sufficiently funded, we believe that the Managing Attorney formats being discussed and presented could be very beneficial for the courts and citizens of Ellis County. Although we have not yet been presented with a definite model at this time, we are enthusiastically supportive of participating in the development of a cost-effective, responsible, and efficient program, which provides the legal services necessary to ensure the proper and prompt resolutions of cases consistent with the ends of justice in our courts. We support the Ellis County application to the Texas Indigent Defense Commission for a grant to promote and enhance the administration of justice in cases involving indigent persons. We, however, would require that the judges, in conjunction with the Commissioners Court, have an active role in and final approval of the design, staffing, and salaries of the final proposal.

Please accept this letter of endorsement and support as a central component of Ellis County's application for Improvement Grant funding from the Texas Indigent Defense Commission. With your aid and guidance in this process, we can make defense services in criminal and juvenile cases accessible and fair to all persons in Ellis County.

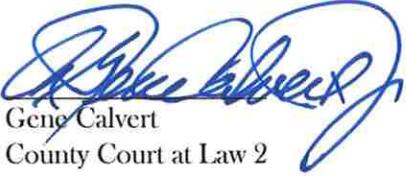
Sincerely,



Bob Carroll  
40<sup>th</sup> District Court



Cindy Ermatinger  
44<sup>th</sup> District Court



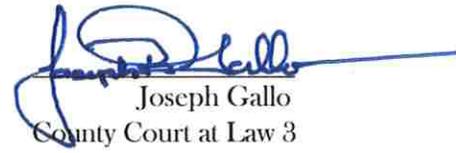
Gene Calvert  
County Court at Law 2



William Wallace  
378<sup>th</sup> District Court



Jim Chapman  
County Court at Law 1



Joseph Gallo  
County Court at Law 3



Chris Dick  
City Manager

E-mail: [chris.dick@midlothian.tx.us](mailto:chris.dick@midlothian.tx.us)

February 14, 2022

The Honorable Todd Little  
Judge of the Commissioners' Court of Ellis County  
The Historic Courthouse  
101 West Main Street  
Waxahachie, Texas 75165

*Via Certified Mail*  
*7020 1810 0000 9742 3866*  
*Return Receipt Requested*

RE: Notice of public hearing on the creation of a Commercial-Industrial Tax Abatement Reinvestment Zone in the City of Midlothian, Texas and intention to enter tax abatement agreement

Dear Judge Little:

This letter is to notify you, the presiding officer of the governing body, of a public hearing before the City Council of the City of Midlothian regarding creation of a commercial-industrial tax abatement reinvestment zone proposed to be named Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone Number 16. The proposed zone will be located at 300 Ward Road and 3351 S. Wyatt Road, City of Midlothian, Ellis County, Texas, being approximately ±393 acres situated at Chaparral Steel Midlothian L.P.'s existing facility (and surrounding areas) at 300 Ward Road, Midlothian, TX 76065, including parcels 29 (VOL. 01781 PG. 1872 1.3 acres), 30 (VOL. 0647 PG. 0654 57.5 acres), 31 (VOL. 01235 PG. 0820 188.9 acres), 32 (VOL. 01235 PG. 0820 87.3 acres) and 33 (VOL. 01235 PG. 0820 31.9 acres) and 3351 S. Wyatt Road, Midlothian, TX 76065 as part of parcel 22 (192 J Chamblee 26 acres), further described in the Ellis County Public Records.

Provisions of the Texas Tax Code, Chapter 312, require that the presiding officer of all taxing entities with territory in the proposed zone be notified of the public hearing to create a reinvestment zone, a minimum of seven (7) days prior to the hearing. The City Council of the City of Midlothian will conduct the public hearing on February 22, 2022 at 6:00 PM, in the Council Chambers, at 104 West Avenue E, Midlothian, Texas. All interested persons are entitled to speak and present evidence for or against the designation of the reinvestment zone.

*The Honorable Judge Todd Little*  
*Page 2*

At the same meeting and following consideration of the creation of Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone Number 17, the City Council intends to enter into a tax abatement agreement with the owner of property within the zone. A copy of the proposed agreement is enclosed, which is subject to change upon consideration by the City Council.

Please feel free to contact me for further information or questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Dick", written in a cursive style.

Chris Dick  
City Manager

ENCLOSURE: Proposed draft of tax abatement agreement

## CITY OF MIDLOTHIAN TAX ABATEMENT AGREEMENT

STATE OF TEXAS           §

COUNTY OF ELLIS         §

This Tax Abatement Agreement (the "Agreement") executed by and between the City of Midlothian, Texas, a municipal corporation ("City"), and Chaparral Steel Midlothian, LP., a Delaware limited partnership authorized to conduct business in Texas ("Owner") to be effective on the 22th day of February 2022 ("Effective Date").

### RECITALS

- A. The Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312 (the "Act"), in Section 312.201, provides that the governing body of an incorporated city has the power to create one or more reinvestment zones for the abatement of ad valorem taxes assessed against real property and/or personal property located on the real property in such zone provided that certain conditions as detailed in the Act are met.
- B. The City Council of the City has established guidelines and criteria governing tax abatement agreements and has adopted a resolution stating that the City elects to be eligible to participate in tax abatement, as required by Section 312.002(a) of the Act. The tax abatement policy of the City reflects a balance between the revenue needs of local government and the desire to provide incentives for the expansion and relocation of industry. At the time of this Agreement the Property (as defined below) consists of both unimproved land and a steel mill and related improvements, which existing improvements will be expanded and modernized as described below.
- C. The City has created the Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone Number 17, City of Midlothian, Texas (the "Zone") by Ordinance No. 2022-\_\_\_, which is attached as **Exhibit "A"** and describes and depicts the location of the Zone and the acreage therein, which is located entirely in the City's corporate limits. For clarification purposes for this Agreement, the Zone includes Ellis Appraisal District Property IDs 181089, 197822, and 238841, and does not include the land or improvements associated with the solar farm.
- D. By virtue of the City following the requirements of the Act in creating the Zone, the City and Owner now exercise their rights to enter into this Agreement, the terms and conditions of which are detailed below and, together with the Exhibits, constitute the full and complete agreement between the City and Owner concerning the partial abatement of the ad valorem taxes assessed by the City against the Real Property (as defined below) and certain Eligible Personal Property (as defined below) in excess of the Base Value (as defined below) within the Zone and otherwise payable to the City. The City Council finds that the terms of this Agreement and the Zone subject to this Agreement meet the applicable guidelines and criteria adopted by the City pursuant to the Act, and the City Council expressly approves

as a variance to such guidelines and criteria any terms of this Agreement that might otherwise be construed as being in conflict with such guidelines and criteria. The City Council has also found that development of the Zone will (a) further the objectives of the City, (b) benefit the City and its inhabitants, and (c) promote local economic development and stimulate business and commercial activity in the City.

- E. Owner owns the land located within the Zone (the “Property”) and intends to have the Property developed, expanded, and modernized subject to the terms of this Agreement and the City agrees to grant certain annual tax abatements for a ten (10) year period, as described below.
- F. Through the implementation of this Agreement, hundreds of additional jobs will be retained at the Property directly benefiting the City and greater region.

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

1. Development of the Property.

- a. Owner plans to construct and operate a quench and temper line and associated buildings (to be known as the Gerdau Steel Midlothian Processing facility) that will be constructed on the portion of the Property that is located north of US Highway 67 (the “GSMP Facility”), as depicted on Exhibit A. The GSMP Facility which will contribute to the Taxable Value (as defined below). The GSMP Facility shall be completed and operational by December 31, 2023.
- b. Throughout the commencement of this Agreement until December 31, 2026, Owner will make improvements to the existing steel mill and related facilities throughout the Property to include (a) targeted improvements, retrofits, and replacements within the melt shop, (b) equipment upgrades within the rolling mills, (c) sustainability and utility improvements throughout the Property, and (d) any other modernizations of the existing steel mill (“Mill Modernization”). All Mill Modernization improvements will be located on the portion of the Property that is located south of US Highway 67, as depicted on Exhibit A. The Mill Modernization improvements must be completed by December 31, 2026, which completion requirement shall be met provided that Company achieves the Taxable Value requirement of \$202,886,500 established under the Minimum Annual Performance Criteria for the 2027 calendar year.
- c. The Owner agrees that all construction and development of the Property shall be in accordance with all applicable laws, ordinances, codes, rules, requirements and regulations of the City and Ellis County and any subdivision, agency or authority thereof, and, prior to commencing construction or development, Owner shall secure all permits, licenses, and authorizations required.
- d. The GSMP Facility and Mill Modernization, if undertaken, shall include Real Property and Eligible Personal Property improvements within the Zone. For purposes of this Agreement (a) “Eligible Personal Property” shall mean all new and existing taxable business personal property including, but not limited to, machinery

and equipment, office equipment, and taxable inventory, but expressly excluding inventory that is subject to a freeport exemption and motor vehicles that are not fixed to the Property, located within the Zone, and (b) “Real Property” shall mean the land within the Zone and all new and existing improvements thereon designated as real property by the Ellis Appraisal District and owned by the Owner.

- e. Subject to the Owner’s receipt of the Certificate of Occupancy (as defined below) by December 31, 2023 and the submission of the Annual Report (defined below) verifying Owner’s annual compliance with the Minimum Annual Performance Criteria (as defined below), Owner will receive a tax abatement on the Real Property and Eligible Personal Property for ten (10) consecutive calendar years (the “Abatement Period”). The “Certificate of Occupancy” shall mean a document provided to Owner by the Chief Building Official of the City signifying that all work on the GSMP Facility has been complete and the Owner may commence operations in the GSMP Facility.
  - f. The Abatement Period shall begin on January 1, 2024 and conclude on December 31, 2033. The abatement shall be conditional upon the Owner’s annual compliance to the Minimum Annual Performance Criteria and terms and conditions of this Agreement. Failure of the Owner to meet the Minimum Annual Performance Criteria for any year during the Abatement Period shall result in loss of the annual abatement for the following calendar year.
  - g. Simultaneously with the execution of this Agreement, Owner shall execute **Exhibit “C”** to certify no employment of undocumented workers, required by state law for economic development incentives.
2. Minimum Annual Performance Criteria. Throughout the term of this Agreement, Owner shall maintain the minimum number of Full-Time Jobs, Annual Payroll, and Taxable Value according to the table below (the “Minimum Annual Performance Criteria”). If the Owner fails to maintain the Full-Time Jobs, Annual Payroll, or Taxable Value, for a particular calendar year, then Owner shall not receive the tax abatement, as described herein, for the following calendar year. If the Owner fails to maintain the Full-Time Jobs, Annual Payroll, or Taxable Value, for a second consecutive calendar year, this Agreement shall immediately terminate without further action or notice by the Parties and Owner shall not receive any tax abatement(s) for the year following the calendar year of such second failure or for any year thereafter. For purposes of this Agreement (a) “Full-Time Jobs” shall mean the number of Owner’s employees employed in the Zone as of December 31 of each year (i) with a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission, and (ii) entitled to at least the customary employer-sponsored benefits package afforded by the Owner to its similarly situated employees at other locations, (b) “Annual Payroll” shall mean the total wages (including for example, holiday, vacation, and overtime) and bonuses paid, exclusive of benefits, to the Full-Time Jobs, and (c) “Taxable Value” shall mean the total Real Property and Eligible Personal Property ad valorem taxable values that are reported by the Ellis Appraisal District for a given calendar year that are located within the Zone.

*[Table on next page]*

Minimum Annual Performance Criteria			
Year	Full Time Jobs	Annual Payroll	Taxable Value
2023	862	\$85,500,000	NA
2024	862	\$87,210,000	\$136,425,000
2025	862	\$88,954,200	\$164,900,000
2026	862	\$90,733,284	\$189,550,000
2027	862	\$92,547,950	\$202,886,500
2028	862	\$94,398,909	\$211,990,595
2029	862	\$96,286,887	\$212,612,813
2030	862	\$98,212,625	\$213,253,698
2031	862	\$100,176,877	\$213,913,808
2032	862	\$102,180,414	\$214,593,723

3. Tax Abatement.

- a. Tax abatement of the City’s ad valorem taxes on the Real Property and Eligible Personal Property shall be granted annually by the City to Owner during the Abatement Period in the following amounts if Owner has: (a) complied with the Minimum Annual Performance Criteria for the preceding calendar year, (b) obtained a Certificate of Occupancy for the GSMP Facility on or before December 31, 2023 (subject to Force Majeure, as provided below), AND (c) no Event of Default by Owner under this Agreement has occurred and is continuing after the expiration of the applicable notice and cure period, if any, under Section 15. For the purposes of this Agreement, “Added Value” means the value of the Real Property and Eligible Personal Property that is in excess of the Base Value (defined hereinafter). Should an event of Force Majeure occur which prevents Owner from obtaining a Certificate of Occupancy by December 31, 2023, the deadline for obtaining such Certificate of Occupancy shall be extended, as provided in Section 12, by the number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event, with any reporting, compliance, or other deadlines in this Agreement relating to such occupancy deadline or qualification for the calendar year 2024 tax abatement being similarly extended, but the Abatement Period shall still terminate on December 31, 2033.

Tax Abatement Values	
Year	% of Added Value of Real Property and Eligible Personal Property to be abated
2024	45%
2025	45%
2026	45%
2027	45%
2028	45%
2029	45%
2030	45%
2031	45%
2032	45%

2033	45%
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- b. All valuations shall be determined by the Ellis Appraisal District as of January 1<sup>st</sup> of each year. All of Owner's Real Property and Eligible Personal Property in Ellis County will be timely rendered by Owner with Ellis Appraisal District pursuant to Chapter 22 of the Texas Tax Code. After the Abatement Period expires, the full value of the Real Property and Eligible Personal Property shall be included on the tax roll and assessed in accordance with applicable laws, and this Agreement shall terminate.
- c. As required by Section 312.204(a) of the Act, it is the intent of the City and the Owner to abate the City's ad valorem taxes only on the value of Real Property and Eligible Personal Property that is in excess of the Base Value. The Parties agree the Base Value to be \$135,800,028 (the "Base Value") which was determined using the 2021 taxable values with Real Property, including the land and improvements, having a value of \$14,916,080, and Eligible Personal Property for machinery and equipment having a value of \$93,571,660, and Eligible Personal Property for inventory having a value of \$27,750,078. Accordingly, the Parties intend that the Ellis Appraisal District shall administer the abatement hereunder for each year during the Abatement Period by separately applying the abatement percentage in Section 3.a to (i) the excess of the taxable value for Real Property for Property ID 181089 being over \$14,200,000, Property ID 238841 being over \$458,290 and Property ID 197822 being over \$257,790 for a cumulative taxable value being over \$14,916,080; (ii) the excess of the taxable value of all Eligible Personal Property (other than inventory) for Property ID 211782 being over \$93,571,660; and (iii) the excess taxable value of any inventory which is Eligible Personal Property for Property ID 145878 being over \$27,570,078. Should any property ID identified herein be substituted, divided, or otherwise altered, or a new property ID created, the Parties intend that the Ellis Appraisal District shall make a reasonable allocation of the Base Value attributable to the former property ID to its altered or new counterpart ID (or IDs), consistent with the principles set forth in this Section 3.c.
4. Property and Inspections. Employees and/or designated representatives of the City will have access to the Zone during the term of this Agreement to inspect the Property, including all improvements and personal property located thereon, to ensure that the construction, maintenance, and operation of the Property are in accordance with the terms and conditions of this Agreement. All inspections: (a) will be made during normal business hours; (b) will be preceded by at least five business days' prior written notice to Owner; (c) will be conducted in such a manner as to not unreasonably interfere with the construction of the Property or the operation of the Owner's business; and (d) the City's inspector shall follow Owner's written safety and security policies. This Section 4 is not meant to alter or change the City's right to inspect for other reasons, including but not limited to building inspections done through the permitting process.
5. Annual Certification of Owner. During each year of the Abatement Period, the Owner shall submit an Annual Certification Report ("Annual Report") for the preceding calendar year to the MED and City each year not later than February 15<sup>th</sup>. The Annual Report shall report the Minimum Annual Performance Criteria for the preceding calendar year. Annual abatements

for each calendar year will be conditioned upon the Owner's compliance with this Agreement and the Minimum Annual Performance Criteria for the preceding calendar year. The Annual Report should substantially conform to the Annual Report Form hereto attached as **Exhibit "B"**. With each Annual Report, Owner shall also submit the Certification Regarding Employment of Undocumented Workers hereto attached as **Exhibit "C"**. The first Annual Report shall be filed by Owner no later than February 15, 2024. Owner acknowledges that City will be unable to confirm Owner's compliance with the Minimum Annual Performance Criteria without the Annual Report and Owner's failure to comply with this Section 5 could result in loss of the tax abatement for that year.

6. Use and Rendering. The use of the Property is limited to those uses consistent with the general purpose of encouraging development or redevelopment of the Zone during the Abatement Period. On or before **March 31<sup>st</sup>** of each year of the Abatement Period, the Owner shall file an "Application for Property Tax Abatement Exemption" (the "Annual Application for Abatement") form with the Ellis Appraisal District declaring the Zone to be the tax situs of the Real Property identified in the corresponding **Exhibit "A"**, and Eligible Personal Property and will render all of Owner's personal property in Ellis County with Ellis Appraisal District during each year of the Abatement Period. The first Annual Application for Abatement shall be filed by Owner no later than March 31, 2024. Notwithstanding anything to the contrary stated herein, if there is any discrepancy between the Annual Application for Abatement and this Agreement, this Agreement shall control.
7. Covenants of Owner. Owner covenants and agrees with City that, while this Agreement is in effect, Owner will comply with the following terms and conditions, which are material terms to this Agreement:
  - a. Owner shall timely perform and comply in all material respects with all terms, conditions, and provisions set forth in this Agreement to be performed and/or complied with by Owner, including, without limitation, any such terms and conditions governing timely completion of the GSMP Facility and Mill Modernization and/or renditions as provided by this Agreement;
  - b. Owner shall pay all ad valorem real or personal property taxes owed by Owner, and not abated hereunder or subject to a timely filed and maintained protest or appeal, to the City, Ellis County or Midlothian Independent School District prior to delinquency; and
  - c. Owner shall provide accurate and truthful information in all material respects in all documentation provided to the City, including but not limited to **Exhibit "B"** and **"C"**.
8. City's Remedies. For each year of the Abatement Period that Owner: (a) owes ad valorem taxes to the City, Ellis County or Midlothian Independent School District that are delinquent and not subject to a timely filed and maintained protest or appeal; or (b) fails to meet the Minimum Annual Performance Criteria during a calendar year, then the tax abatement provided in Section 3 shall be forfeited by Owner for the subsequent calendar year, and City

shall not be required to send a Notice of Default (as defined below). If Owner is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in **Exhibit "C"**, this Agreement shall be terminated, and upon such termination, Owner shall immediately pay to the City the amount of city property tax abated in the prior year within thirty (30) days of receiving an invoice from the City of the amount due. Failure of Owner to timely pay the amount due under this Section 8 will result in interest compounding monthly at a rate of six percent (6%) per annum until paid. If this Agreement is terminated as provided in this Section 8 or Section 9, then the Owner shall not receive further abatement under this Agreement.

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

10. Conflicts. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in the Act. In case of conflict between this Agreement and the Act, the Act shall control.
11. Recitals. The recitals to this Agreement are incorporated as if fully set forth herein and were relied on by the Parties when entering into this Agreement.
12. Term of Agreement. This Agreement shall become effective on the Effective Date. This Agreement shall terminate on February 15<sup>th</sup> that follows December 31<sup>st</sup> of the tenth (10<sup>th</sup>) year of the Abatement Period, unless terminated earlier as expressly allowed by this Agreement; provided, however, this Agreement shall be *void ab initio* and shall have no force and effect if, subject to Force Majeure, Owner has not received Certificate of Occupancy by December 31, 2023 for the GSMP Facility, which deadline may only be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.
13. Notices. All notices required or contemplated by this Agreement must be in writing and sent to the party to which it is addressed at the address set forth below or at such other address as such party may hereafter specify by at least five (5) calendar days prior to the other party's issuance of such written notice:

If to Owner, then to:       Chaparral Steel Midlothian, LP  
  Attention: Daniel Rodrigues do Rego (or his successor)  
  Vice President and General Manager  
  300 Ward Road  
  Midlothian, TX 76065

With a copy to               Matthew L. Larsen  
  Baker Botts LLP  
  2001 Ross Avenue Suite 1200  
  Dallas, TX 75201

If to the City, then to:     City of Midlothian  
  Attention: City Manager  
  104 W. Ave. E.  
  Midlothian Texas 146065

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

All notices required or permitted to be given hereunder shall be deemed to be duly given: (a) at the time of delivery, if such notice is personally delivered; or (b) on the third business day after mailing, if such notice is deposited with the United States Postal Service, postage prepaid, for mailing via certified mail, return receipt requested; or (c) on the next business day, if such notice is sent by a nationally recognized overnight courier which maintains evidence of receipt;

or (d) upon receipt of delivery, if such notice is sent by electronic mail transmission before 5:00 p.m. C.S.T. with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. If any notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such notice shall be effective on the date delivery is attempted.

14. Assignment. Owner shall not have the right to assign its rights or obligations under this Agreement to any third party without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed so long as the assignee expressly assumes all of the obligations of Owner under this Agreement for the balance of the term of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, Company may assign all or part of its rights and obligations under this Agreement to any direct parent or subsidiary that controls, is controlled by, or is under common control with, Company (such entity, an "Affiliate"), and any such assignment will not result in an Event of Default or a breach of this Agreement; provided, however, that (i) Company must notify the City in writing at least thirty (30) days prior to any such assignment; and (ii) an assignee Affiliate must expressly assume all or part (as applicable) of the obligations of Company under this Agreement for the balance of the Term of this Agreement. Notwithstanding any partial assignment of Company's rights and obligations under this Agreement, the aggregate of each and every requirement under this Agreement fulfilled by Company and the Affiliate assignee will count towards satisfying the requirements (including, but not limited to, the Minimum Annual Performance Criteria requirements) under this Agreement.
15. Event of Default. It shall be an "Event of Default" that cannot be cured if Company (a) fails to meet the Minimum Annual Performance Criteria for a calendar year during the Abatement Period; (b) is unable to truthfully complete the annual Certification Regarding Employment of Undocumented Workers attached as Exhibit "C"; (c) fails to timely pay all ad valorem real or personal property taxes owed by Company, and not abated hereunder or subject to a timely filed and maintained protest or appeal, to the City, Ellis County or Midlothian Independent School District; or (d) subject to Force Majeure, fails to obtain a Certificate of Occupancy by December 31, 2023 for the GSMP Facility. Any failure by a party to perform any other material term or provision of this Agreement shall, subject to the provisions of this Agreement to the contrary, also constitute an "Event of Default", if: (e) such defaulting party does not cure such failure within thirty (30) days following delivery of a notice of default from the other party ("Notice of Default"), where such failure is of a nature that can be cured by commercially reasonable efforts within such thirty (30) business day period; or (f) where such failure is not of a nature which can be cured by commercially reasonable efforts within such thirty (30) day period, the defaulting party does not within such thirty (30) day period provide written notice to the other party of the time reasonably needed to cure, why such additional time is needed and the detailed timeline of the steps to be taken and when, and then commence reasonable substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence, continuity, and at the times reflected in the provided timeline the curing of such failure and cure such failure within a maximum of ninety (90) days. The failure to pay money shall not constitute a default allowing cure under clause (f) above. An Event of Default under Section 9 shall not constitute a default allowing cure under clause

(f) above or otherwise. Any Notice of Default given hereunder shall specify in reasonable detail the nature of the failures in performance by the defaulting party and the manner, if any, in which such failures of performance may be satisfactorily cured in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall limit or waive any right or remedy available to a party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm. Nothing in this Agreement shall limit or waive the right of any party to assert, claim or plead any defenses or immunities provided by law.

16. Limited Liability. Unless expressly permitted by this Agreement, neither party shall in any circumstances be liable to the other party under, arising out of or in any way connected with this Agreement for any consequential loss or damage or special or punitive damages, whether arising in contract or tort, including negligence.
17. City's Authority. City represents that this Agreement was approved by the affirmative vote of a majority of the members of the governing body of the City Council of the City of Midlothian at a regularly scheduled meeting, and the person signing on behalf of the City was authorized to sign on behalf of the City of Midlothian Texas.
18. Owner's Authority. Owner represents and warrants that: (a) it has sufficient legal authority to conduct business in the State of Texas; (b) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and (c) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.
19. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to tax abatements. . This Agreement is not an agreement for goods and/or services. Upon execution of this Agreement, any prior or contemporaneous correspondence, memoranda, agreements, warranties or representations, are superseded in total by this Agreement and Exhibits hereto. Neither the conduct nor actions of the Parties, nor the course of dealing or other custom or practice between the Parties, shall constitute a waiver or modification of any term or provision of this Agreement. This Agreement may be modified or amended only in the manner specified in this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.
21. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

22. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

23. Confidentiality. Owner understands and acknowledges that the City is subject to, and will comply with, the Texas Public Information Act (Tex. Gov't. Code Ann Sec. 552.001 et seq.) or any equivalent or successor statute and information, including information about Owner, possessed by the City is subject to disclosure to the public thereunder. However, the City will, to the extent permissible under the Texas Public Information Act, maintain the confidentiality of the employee identification numbers and employment status provided by Owner. The City's right to verify the existence of Full-Time Jobs will be accomplished in a manner that does not breach any privacy policy of Owner or require access to Owner's client information. The foregoing confidentiality provisions are not intended to limit Owner's written reports required under this Agreement.

24. Exhibits. The following Exhibits are attached to this Agreement and are part of this Agreement:

**Exhibit "A"** Ordinance creating Zone with Zone Property Description

**Exhibit "B"** Annual Certification Report Form

**Exhibit "C"** Certification Regarding Employment of Undocumented Workers

25. Severability. If any term, provision, or condition of this Agreement, or any application hereof, is held invalid, illegal, or unenforceable in any respect under any law, and the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible.

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

*[signature pages follow]*

**Chaparral Steel Midlothian, LP.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**THE STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

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

Given under my hand and seal of office on this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**CITY OF MIDLOTHIAN, TEXAS**

\_\_\_\_\_  
**Richard Reno, Mayor**

**THE STATE OF TEXAS**

**COUNTY OF ELLIS**

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

Given under my hand and seal of office on this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

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

DRAFT

**ORDINANCE NO. 2022-##**

AN ORDINANCE DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT IN THE CITY OF MIDLOTHIAN, TEXAS TO BE KNOWN AS MIDLOTHIAN COMMERCIAL-INDUSTRIAL TAX ABATEMENT REINVESTMENT ZONE NO. 17, CITY OF MIDLOTHIAN, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF; ESTABLISHING A TERM FOR THE ZONE; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Midlothian, Texas (the "City") desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial-industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A. Tax Code, Chapter 312); and

WHEREAS, the City Council has adopted on June 9, 2020, Resolution No. 2020-20 with the City's Guidelines and Criteria for Tax Abatements; and

WHEREAS, on February 22, 2022 a public hearing before the City Council was held, such date being at least thirty (30) days after the date of posting, seven (7) days after publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, at such public hearing, the City Council invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone; and

WHEREAS, based upon evidence and information presented to the City Council, the City Council hereby finds that the improvements sought are feasible and practical and would be a benefit to the land to be included in the reinvestment zone and to the City after expiration of any tax abatement agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLOTHIAN, TEXAS:

Section 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, are legislative findings of the City Council and are incorporated as if fully set forth in the body of this Ordinance.

Section 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a) That the public hearing on designating property within the City as the Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone No. 17 was properly called, held and conducted and that notices of such hearings were published as required by law and were mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the proposed Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone No. 17 should be the area as described in "Exhibit A", attached hereto; and
- c) That creation of the proposed Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone No. 17 with boundaries as described in Exhibit "A" will result in benefits to the City and to land included therein and that based upon representations of the property owners therein, the improvements sought are feasible and practical; and
- d) The proposed Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone No. 17 as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonable likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Section 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the City hereby creates a reinvestment zone for commercial-industrial tax abatement encompassing only the area described by the legal description in Exhibit "A" and such reinvestment zone is hereby designated and shall hereafter be referred to as Midlothian Commercial-Industrial Tax Abatement Reinvestment Zone No. 17, City of Midlothian, Texas (the "Zone").

Section 4. That the Zone shall take effect immediately and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation. Prior to or upon such date of expiration the City Council may renew such designation for additional period(s) not to exceed five (5) years.

Section 5. That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open

Meetings Act, V.T.C.A., Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of the City and furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

Section 7. That this Ordinance shall take effect immediately.

PASSED, APPROVED AND ADOPTED ON THIS 22nd DAY OF FEBRUARY, 2022.

CITY OF MIDLOTHIAN

\_\_\_\_\_  
Richard Reno, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Tammy Varner, City Secretary

\_\_\_\_\_  
Joe Gorfida, City Attorney

**EXHIBIT "A"**

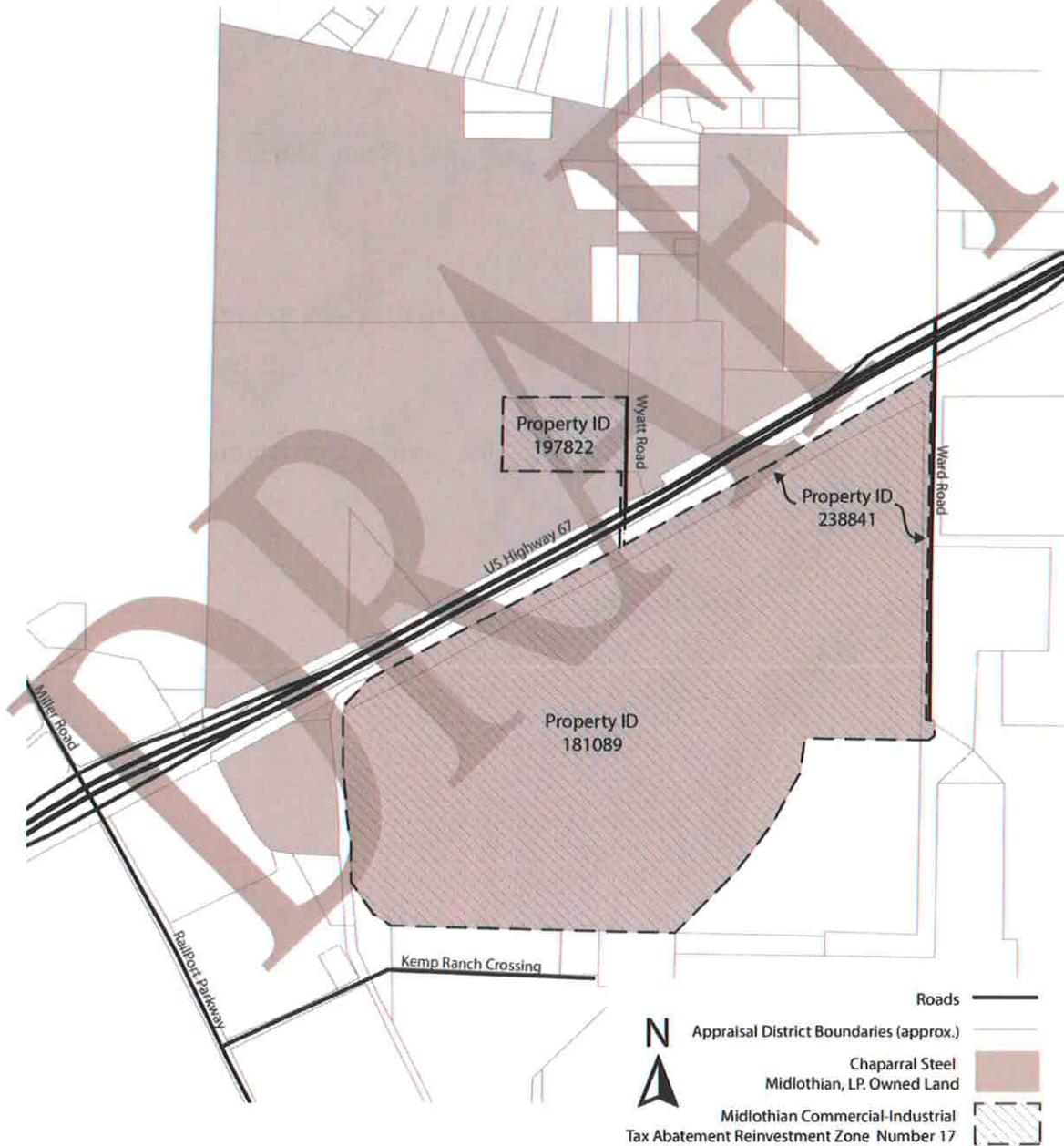
**Legal Description**

**General Description:**

Account Number 197822: 3351 S Wyatt Rd, Midlothian, TX, 76065 – 26.000 acres

Account Number 181089: 300 Ward Rd, Midlothian, TX, 76065 – 535.618 acres

Account Number 238841: TXI Rd, Midlothian, TX, 76065 – 40.321 acres



**Detailed Description:**

**Account Number 197822:** 3351 S Wyatt Rd, Midlothian, TX, 76065 – 26.000 acres

BEING all that certain lot, tract, or parcel of land situated in the J. Chamblee Survey, Abstract No. 132, and being all of a called 26.000 acres tract described by instrument recorded in volume 911, Page 34 of the Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a ½” steel rod found for the Southwest corner of this tract and said 26.000 acres tract, said rod being an inset corner of a called 119.633-acre tract described by instrument recorded in Volume 1781, Page 1873, OPRECT.

THENCE N 00 degrees 15 minutes 10 seconds W, 831.71 feet (Same as deed) along the west line of this tract and said 26.000-acre tract, and along an East line of said 119.633-acre tract, to a ½” steel rod set for the Northwest corner of this tract, and for an inset corner of said 119.633-acre tract.

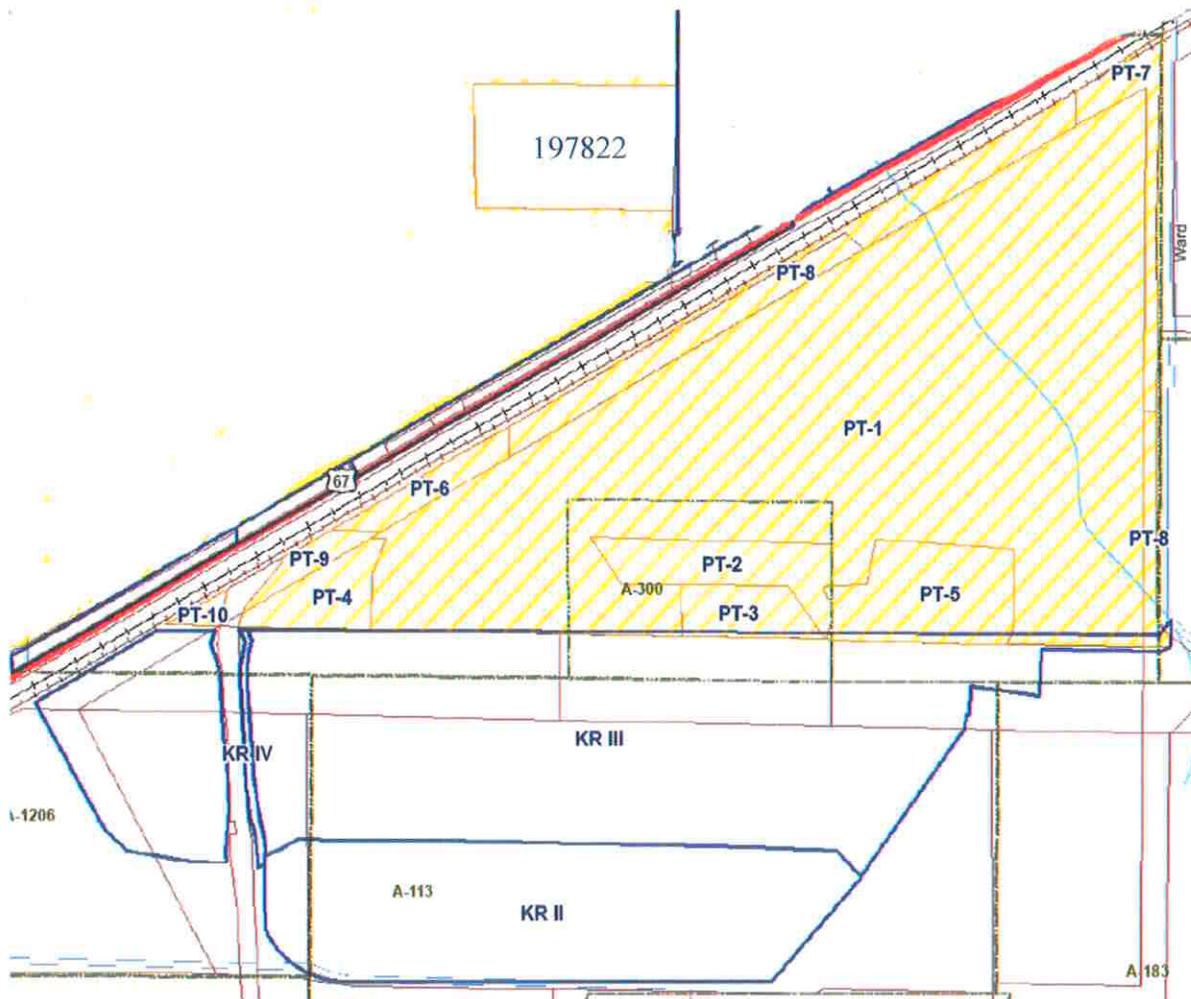
THENCE N 89 degrees 39 minutes 27 seconds E, 1372.10 feet (Deed-N 89 degrees 40 minutes 10 seconds E, 1372.09 feet) along the North line of this tract and said 26.000-acre tract, and along a South line of said 119.633 acre tract, to a ½” steel rod set in the West line of Wyatt Road (a public road) for the Northeast corner of this tract and said 26.000 acre tract, and being a Northeast corner of said 119.633 acre tract;

THENCE S 01 degrees 10 minutes 31 seconds W, 832.00 feet (Same as deed) along the East line of this tract and said 26.000-acre tract, and along the West line of said road, to a ½” steel rod set for the Southeast corner of this tract and said 26.000-acre tract, and being a Northeast corner of said 119.633-acre tract;

THENCE S 89 degrees 39 minutes 27 seconds W, 1351.36 feet (Deed- S 89 degrees 40 minutes 10 seconds W, same distance) along the South line of this tract and said 26.000-acre tract, and along a North line of said 119.633 acre tract, to the POINT OF BEGINNING, and containing approximately 26.000 acres of land, more or less.

**Connecting Account Number 197822 to Account Numbers 181089 and 238841:** A 20-foot-wide strip of land that begins at the southeast-most corner of the above-described Property ID 197822, runs approximately 907 feet due-south along S Wyatt Rd, crossing Highway 67, and ending where it intersects with the northern border of the below-described properties. For the avoidance of doubt, this connecting strip of land, when combined with the described parcels herein, forms a single, contiguous area of land.

**Account Number 181089 and Account Number 238841:** 300 Ward Rd, Midlothian, TX, 76065 – 535.618 acres



Index No.	Gross Average	Reference Deed (Book/Page)	Date	Grantor	Grantee
PT-1	243.835	543/337	5/9/1970	C.E. Ward, et al	Texas Industries, Inc.
PT-2	10.55	404/311	11/7/1949	A.J. Burks, et ux	W.R. Shannon, et al
PT-3	6.993	404/311	11/8/1949	A.J. Burks, et ux	W.R. Shannon, et al
PT-4	8.691	404/311	11/9/1949	A.J. Burks, et ux	W.R. Shannon, et al
PT-5	17.187	543/337	5/9/1970	C.E. Ward, et al	Texas Industries, Inc.
PT-6	5.126	543/337	5/9/1970	C.E. Ward, et al	Texas Industries, Inc.
PT-7	8.002	543/337	5/9/1970	C.E. Ward, et al	Texas Industries, Inc.
PT-8	22.07	543/337	5/9/1970	C.E. Ward, et al	Texas Industries, Inc.
PT-9	3.212	404/311	11/7/1949	A.J. Burks, et ux	W.R. Shannon, et al
PT-10	1.068	404/311	11/7/1949	A.J. Burks, et ux	W.R. Shannon, et al
KR II	83.233	2138/2251	7/6/2005	TXI Operations, LP	Chaparral Steel Midlotian, LP
KR III	166.594	2138/2229	7/6/2005	TXI Operations, LP	Chaparral Steel Midlotian, LP
KR IV	1.748	1165/128	5/30/1995	Estate of James E. Kemp	Texas Industries, Inc.

PT-1, PT-5, PT-6, PT-7, PT-8

Tract 1:

BEING 269.927 acres out of the Jno. Chamblee Survey Abst. No. 192; 4.13 acres out of the E. H. Belcher Survey Abst. No. 142; and 2.1 acres out of the J.F. Burks Survey Abst. No. 183 all in Ellis County, Texas, a total of 276.157 acres out of tracts described in Vol. 53 Page 259; Vol. 138 Page 418; and Vol. 138 Page 419 Deed Records of Ellis County.

BEGINNING at iron stake in center of county road and in South right of way line of the G C & S F RR, the N W corner of the Texas Industries, Inc. 46.07-acre tract described in Vol. 470 Page 29 Deed Records of Ellis County.

THENCE with center of county road, the east line of said Chamblee Survey and the west line of Texas Industries, Inc. tracts described in Vol. 470 pages 29 and 38 Deed Records of Ellis County, S 0° 15' W 2947.9 feet to iron stake; S 0° 32' E 992.5 feet to iron stake.

THENCE S 54° 27' E with center of road and tract line 306.3 feet to iron stake, the N W corner the ward Bros. 3.87-acre tract.

THENCE with abandoned road and 3.87-acre tract S 14° 23' E 509.3 feet to iron stake in or near the south line of the E. H. Belcher Survey; and S 88° 20' E 411.7 feet to iron stake in center of county road and in west line of said Texas Industries, Inc. tracts.

THENCE S 39° 15' E with center of county road 71.8 feet to iron stake.

THENCE S 4° 52' E with center of road and tract line 22.6 feet to south line of 4-acre tract described in Vol. 138 Page 419 Deed Records of Ellis County.

THENCE S 89° 49' W with old fence and south line of said 4 acres 914.8 feet to fence corner post.

THENCE N 0° 50' W with old fence 637.2 feet to iron stake in line with center of county road west.

THENCE N 88° 59' W. with center of road, 2286.1 feet to iron stake.

THENCE N 0° 11' E passing fence corner at 9.3 feet in all 638.4 feet to fence corner post.

THENCE 88° 31' W with fence 3570 feet to iron stake in south right of way line of the G C & S F RR.

THENCE N 61° E with said right of way 6799.2 feet to the beginning. Less 2.219 acres in road.

Tract 2:

BEING 13.545 acres out of the Jno. Chamblee Survey Abst. No. 192 in Ellis County, Texas, and out of the E. K. Ward tract described in Vol. 53 Page 259 Deed Records of Ellis County.

BEGINNING at 3" pipe fence corner post in a north line of said Chamblee Survey and south line of S. D. Sutton Survey, the N W corner of said ward tract.

THENCE S 89° 51' E with fence, Survey, and tract line 1347.4 feet to iron stake in north right of way line of US Highway 67.

THENCE with said right of way S 54° 48' W 317.8 feet to right of way marker; S 58° 44' W 444.4 feet to right of way marker; and S 61° W 804.2 feet to iron stake in west line of said Ward tract.

THENCE N 0° 19' W with or near fence 807.3 feet to the beginning.

Tract 3:

BEING 2.033 acres out of the Larkin Newton Survey Abst. No. 792 in Ellis County, Texas and out of the 48.75-acre tract described in VOL. 417 page 348 and VOL. 448 Page 48 Deed Records of Ellis County.

BEGINNING at iron stake in road in west line of said Newton Survey, the N W corner of said 48.75-acre tract.

THENCE S 80° 12' E with fence 355.6 feet to fence corner post.

THENCE S 51° 43' E with fence 115.5 feet to iron stake in the north right of way line of US Highway 67.

THENCE with said right of way S 61° W 397.1 feet to right of way marker; N 59° 32' W 50.8 feet to right of way marker; and S 89° 56' W 50 feet to west line of said 48.75-acre tract.

THENCE North 298.9 feet to the beginning. Less 0.103 acre in road.

PT-2, PT-3, PT-4, PT-9, PT-10

Parcel of land, situated in Ellis County Texas, being 162-6/10 acres of the J. F. Burks survey, Abst. No. 183, 4-5/10 acres of the John Chamblee survey, Abst. No. 192 and 55-6/10 acres of the C.W. Dooley Survey, Abst. No. 300, described as follows:

BEGINNING at the S W corner of the said Burks Survey, at the corner of the fence.

THENCE North 0 ¾ E, with the fence on the recognized west line of said Burks survey, 1260 VRS to N W corner of same, a rock for corner on the south line or said Chamblee survey.

THENCE N 89 W with the center of the ditch on the North line of the J.W. Burks survey, 1773 VRS to stake at N W corner of said J.W. Burks survey, same being the S W corner of the J.F. Burks 47 ½ acre tract.

THENCE N 0 ¾ W with the West line of said 47 ½ acre tract, 440 VRS to the fence on the East line of the right of way of the G C & S F Railroad.

THENCE N 61 E with said fence 9-5/10 VRS to the North line of said 47 ½ acre tract.

THENCE S 89-1/4 E with the North line of said 47 ½ acre tract and the North line of said Dooley Survey in all 1293-5/10 VRS to the N E corner of said Dooley Survey.

THENCE S 0 ½ W, with the East line or said Dooley Survey, and with the fence, 232-5/10 VRS to the N W corner of said J.F. Burks 28-acre tract.

THENCE S 89 ½ E with the North line or said 28-acre tract; 823-8/10 VRS to the N W corner of the 4-acre tract deeded to E. K. Ward.

THENCE S 1 E with the fence, 229 VRS to the most Northerly S W corner of said 4-acre tract.

THENCE S 89 ½ E with another line of said 4-acre tract, 332 VRS to the center of the public road.

THENCE with the center of said road, S 4-3/4 E, 235 VRS, and S 13-3/4 E 98-6/10 VRS to the East line of said J. F. Burks Survey.

THENCE S 0 ½ E with the center of said road and with the East line of said J.F. Burks Survey, 612 VRS to the N W corner of the J. F. Burks 4-acre tract out of the said Belt Survey, at angle in said road.

THENCE S 89 ½ E with the center of said road, 104-4/10 VRS to the N E corner of last mentioned 4-acre tract.

THENCE S 1 E with the center of another public road, 295-8/10 VRS to the S E corner of the last mentioned 4-acre tract.

THENCE S 89 ½ W with the fence on the South line of said 4-acre tract and the South line of said J. F. Burks Survey, 855 VRS to the beginning, containing 304 acres.

## KR II

BEING a tract of land situated in the J. W, Burks Survey, abstract 113 and the Cuadrilla Irrigation Company Survey, abstract 1206, and being a portion of that same tract of land conveyed to Texas Industries, Inc., as recorded in volume 1165, page 128, deed records, Ellis County Texas and being more particularly described as follows:

Commencing from a found concrete monument with a brass disc at the North corner of said Texas Industries, Inc. tract, along the west line of tract of land conveyed to Texas Industries, Inc. as recorded in volume 470, page 38, deed records, Ellis County, Texas and the Southeast corner of a tract of land conveyed to Chaparral Steel Midlothian , L.P., described as tract three and recorded in Volume 1235, page 820, deed records, Ellis County, Texas, said point being the angle point of Ward Road which bears N 38° 22' 17" E, a distance of 135.23 feet to another found concrete monument with a brass disc along the South line of said Chaparral Steel Midlothian tract and the North line of said Texas Industries, Inc. tract (Vol. 1165, PG. 128)

THENCE South, a distance of 175.96 feet to a point for corner.

THENCE S 58° 19' 55" W, a distance of 78.36 feet to a point along a fence line, for corner.

THENCE generally along said fence line, the following bearing and distances to wit:

N 88° 57' 33" W, a distance of 850.50 feet to a point for corner.

S 04° 16' 41" W, a distance of 311.34 feet to a point for corner.

N 82° 14' 54" W, a distance of 485.95 feet to a point for corner.

S 09° 40' 41" W, a distance of 193.99 feet to a point for corner.

S 88° 15' 14" W, a distance of 22.72 feet to a point for corner.

S 05° 41' 53" W, a distance of 89.30 feet to a point for corner.

S 36° 01' 58" W, a distance of 1,229.99 feet to found 4-inch wood post for corner, said point being the place of beginning of this herein described tract of land.

THENCE S 42° 18' 07" W, continuing with said fence, a distance of 938.78 feet to a set 5/8-inch iron rod with a yellow plastic cap stamped "Cotton Surveying" (Hereinafter Referred to as "Set Iron Rod"), for corner.

THENCE N 89° 55' 05" W, a distance of 3,029.41 feet to a set iron rod for corner, said point being the beginning of curve to the right, having a radius of 620.00 feet, a chord bearing of N 58° 11' 52" W, and a chord length of 654.09 feet.

THENCE with said curve to the right, an arc length of 689.00 feet to a set iron rod, for corner.

THENCE N 03° 13' 42" W, a distance of 232.95 feet to a set iron rod, for corner.

THENCE N 01° 32' 39" E, a distance of 255.99 feet to a set iron rod, for corner, said point being the beginning of a non-tangent curve to the left, having a radius of 1,000.00 feet, a chord bearing of 65° 59' 29" E, and a chord length of 108.84 feet.

THENCE with said curve to the left, an arc length of 108.84 feet to a set iron rod for corner.

THENCE N 62° 52' 24" E, a distance of 152.50 feet to a set iron rod for corner.

THENCE S 88° 58' 50" E, a distance of 315.10 feet to a set iron rod for corner.

THENCE S 89° 47' 40" E, a distance of 613.00 feet to a set iron rod for corner.

THENCE S 88° 56' 25" E, a distance of 531.51 feet to a set iron rod for corner.

THENCE S 88° 55' 00" E, a distance of 520.06 feet to a set iron rod for corner.

THENCE S 88° 55' 57" E, a distance of 611.34 feet to a set iron rod for corner.

THENCE S 88° 54' 19" E, a distance of 611.09 feet to a set iron rod for corner.

THENCE S 87° 45' 08" E, a distance of 619.88 feet to a set iron rod for corner.

Thence S 42° 33' 24" E, a distant of 247.24 feet to the place of beginning and having an area of 3,582,080.6 Square feet or 82.2333 acres of land, more or less.

### KR III

Being a tract of land situated in the John Chamblee Survey, abstract 192, The Cuadrilla Irrigation Company Survey, abstract 1206 The J.W. Burks Survey, abstract 113, and the George W, Dooley Survey, abstract 300, and being a portion of that same tract of land conveyed to Texas Industries, Inc., as recorded in Volume 1165, Page 128, deed records, Ellis County, Texas and being more particularly described as follows:

BEGINNING at the found concrete monument with a brass disc at the North corner of said Texas Industries, Inc, tract, along the West line of a tract of land conveyed to Texas Industries, Inc, as recorded in Volume 470 Page 38, deed records, Ellis County, Texas, and the Southeast corner of a tract of land conveyed to Chaparral Steel Midlothian, L. P. described as tract three and recorded in Volume 1235, Page 820, deed records, Ellis County, Texas, said point being the angle point of Ward Road.

THENCE South, a distance of 175.96 feet to a set 5/8-inch iron rod with yellow plastic cap stamped "Cotton Surveying" (Hereinafter referred to as "set Iron Rod"), for corner.

THENCE S 58° 19' 55" W, a distance of 78.36 feet to a set iron rod for corner.  
THENCE N 88° 57' 53" W, a distance of 850.50 feet to a set iron rod for corner.  
THENCE S 04° 16' 41" W, a distance of 311.34 feet to a set iron rod for corner.  
THENCE N 82° 14' 54" W, a distance of 486.95 feet to a set iron rod for corner.  
THENCE S 03° 40' 41" W, a distance of 193.99 feet to a set iron rod for corner.  
THENCE S 88° 15' 14" W, a distance of 22.72 feet to a set iron rod for corner.  
THENCE S 05° 41' 53" W, a distance of 89.30 feet to a set iron rod for corner.  
THENCE S 36° 01' 58" W, a distance of 1,229.99 feet to a set iron rod for corner.  
THENCE N 42° 33' 24" W, a distance of 247.24 feet to a set iron rod for corner.  
THENCE N 87° 45' 08" W, a distance of 619.88 feet to a set iron rod for corner.  
THENCE N 88° 54' 19" W, a distance of 611.09 feet to a set iron rod for corner.  
THENCE N 88° 55' 57" W, a distance of 611.34 feet to a set iron rod for corner.  
THENCE N 88° 55' 00" W, a distance of 520.06 feet to a set iron rod for corner.  
THENCE N 88° 56' 25" W, a distance of 531.51 feet to a set iron rod for corner.  
THENCE N 89° 47' 40" W, a distance of 613.00 feet to a set iron rod for corner.  
THENCE N 88° 58' 50" W, a distance of 315.10 feet to a set iron rod for corner.  
THENCE S 62° 52' 24" W, a distance of 152.50 feet to a set iron rod for corner, said point being the beginning of a curve to the right, having a radius of 1,000.00 feet, a chord bearing of S 65° 59' 29" W, and a chord length of 108.79 feet.  
THENCE said curve to the right, an arc length of 108.84 feet to a set iron rod, for corner.  
THENCE N 01° 32' 39" E, a distance of 45.79 feet to a set iron rod for corner.  
THENCE N 07° 19' 09" W, a distance of 101.28 feet to a set iron rod for corner.  
THENCE N 11° 10' 54" W, a distance of 101.26 feet to a set iron rod for corner.  
THENCE N 12° 43' 58" W, a distance of 100.81 feet to a set iron rod for corner.  
THENCE N 07° 04' 05" W, a distance of 99.77 feet to a set iron rod for corner.  
THENCE N 08° 27' 36" W, a distance of 99.94 feet to a set iron rod for corner.  
THENCE N 02° 54' 27" W, a distance of 299.76 feet to a set iron rod for corner.  
THENCE N 12° 43' 58" W, a distance of 100.81 feet to a set iron rod for corner.  
THENCE N 05° 03' 14" W, a distance of 299.96 feet to a set iron rod for corner.  
THENCE N 01° 54' 55" W, a distance of 99.25 feet to a set iron rod for corner.  
THENCE N 04° 19' 43" E, a distance of 99.58 feet to a set iron rod for corner.  
THENCE N 15° 11' 08" E, a distance of 108.84 feet to a set iron rod for corner.  
THENCE N 27° 22' 20" W, a distance of 77.35 feet to a set iron rod for corner.

THENCE S 89° 40' 39" E, departing the East line of said rail dedication tract and along the south line of said Chaparral Steel Company tract, a distance of 4,168.75 feet to a set iron rod at the Southeast corner of said Chaparral Steel Company tract and the Southwest corner of said Chaparral Steel Midlothian tract, for corner.

THENCE S 89° 39' 39" E, along the South line of Chaparral Steel Midlothian tract, a distance of 2,286.09 feet to a found concrete monument with brass disk, for corner.

THENCE N 38° 22' 17" E, a distance of 135.23 feet to the place of beginning and having an area of 7,256,839.5 Square Feet or 166.5941 acres of land, more or less.

DRAFT

**EXHIBIT "B"**

**ANNUAL CERTIFICATION REPORT FORM**

(See following two pages.)

**DRAFT**

**Annual Certification Report**

Reporting Period: January 1 to December 31, 20\_\_

The Annual Certification Report for the City of Midlothian Tax Abatement Agreement (the "Agreement") between the City of Midlothian and Chaparral Steel Midlothian, LP.

("Owner") is due on February 15, 20\_\_.



Owner's legal name: Chaparral Steel Midlothian, LP., a Delaware limited partnership  
Project address subject to incentive: \_\_\_\_\_, Midlothian, Texas 76065  
Primary contact: \_\_\_\_\_, Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_, E-mail address: \_\_\_\_\_



**Employment and Wage Information:**  
Has the Owner employed undocumented workers?  Yes  No  
Total number of Full-Time Employees located at the Property during the Calendar Year?  
\_\_\_\_\_  
Total Annual Payroll for the Property during the Calendar Year? \_\_\_\_\_

**Investment Information:**  
Ad valorem taxable value for Real Property for the Calendar Year? \_\_\_\_\_  
Ad valorem taxable value for Eligible Personal Property for the Calendar Year? \_\_\_\_\_

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



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

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and Owner remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the City of Midlothian Economic in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of Owner.

\_\_\_\_\_  
Name of Certifying Officer

\_\_\_\_\_  
Certifying Officer's Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ X

COUNTY OF \_\_\_\_\_ X

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ for Chaparral Steel Midlothian, LP.  
., a Delaware limited partnership, on behalf of said limited liability company.

\_\_\_\_\_  
*Notary Public, State of* \_\_\_\_\_

\_\_\_\_\_  
*Notary's typed or printed name*

\_\_\_\_\_  
My commission expires

The Annual Certification Report is to be completed, signed and returned on or before February 15<sup>th</sup> of each year. Please send an original to the following address:

**Attention: President/CEO  
Midlothian Economic Development  
310 N. 9<sup>th</sup> Street, Suite A, Midlothian, Texas 76065**

**EXHIBIT "C"**

**Certification Regarding the Employment of Undocumented Workers**

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

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

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

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

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

Chaparral Steel Midlothian, LP

By: \_\_\_\_\_

\_\_\_\_\_  
(Type name and title)