

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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Please fill out this form completely:

DATE: 9/27/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Cheryl Chambers

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

DEPARTMENT OR ASSOCIATION: Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON: September 30, 2022 **CONSENT AGENDA**

1. Approve Local Provider Participation Fund payment of \$1,427,886.95.

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 09/23/22 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Krystal Valdez

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

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/30/22

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

1. Approval of Commissioners' Court Regular Meeting Minutes from September 20th, 2022.

* _____
County Attorney Approval

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – SEPTEMBER 20, 2022

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, SEPTEMBER 20, 2022, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE: TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

RANDY STINSON, COMMISSIONER, PCT. 1
LANE GRAYSON, COMMISSIONER, PCT. 2
PAUL PERRY, COMMISSIONER, PCT. 3
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, PRECINCT 3*

CONSENT AGENDA: MINUTE ORDER 418.22

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, TREASURER*
- A2 APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM AUGUST 30, 2022; REGULAR MEETING MINUTES FROM SEPTEMBER 6, 2022; AND SPECIAL MEETING MINUTES FROM SEPTEMBER 13, 2022. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3 ACCEPTING THE ELLIS COUNTY AG EXTENSION MONTHLY REPORT FOR AUGUST 2022, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *MARK ARNOLD, AGRILIFE EXTENSION SERVICE DIRECTOR*
- A4 ACCEPTING THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT TO SATISFY LOCAL GOVERNMENT CODE §114.044. – *CHRIS MACON, JUSTICE OF THE PEACE PRECINCT 1*

FINANCIAL:

- F1 STRUCK BY COUNTY JUDGE, ITEM PREVIOUSLY APPROVED IN SPECIAL MEETING
- F2 FY2022 LINE ITEM TRANSFER – *MARK ARNOLD, AGRILIFE EXTENSION SERVICE DIRECTOR* DECREASE 001-0050-508190 (COMPUTER EQUIPMENT) BY \$20.26;

- DECREASE 001-0050-507030 (TELEPHONE) BY \$200.00;
 DECREASE 001-0050-508030 (FURNITURE/FIXTURES) BY \$926.00;
 DECREASE 001-0050-508010 (SUPPLIES) BY \$1,000.00;
 INCREASE 001-0050-508020 (EQUIPMENT) BY \$20.26;
 INCREASE 001-0050-508090 (AUTO REPAIRS) BY \$200.00;
 INCREASE 001-0050-508050 (CONFERENCE) BY \$926.00;
 INCREASE 001-0050-508430 (4H TRAVEL) BY \$1,000.00.
- F3 FY2022 LINE ITEM TRANSFER – *MARK ARNOLD, AGRILIFE EXTENSION SERVICE DIRECTOR ACCEPT*
 DECREASE 001-0050-508010 (SUPPLIES) BY \$75.68;
 INCREASE 001-0430-509770 (EMERGENCY MANAGEMENT) \$75.68.
- F4 FY2022 LINE ITEM TRANSFER – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*
 DECREASE 001-0430-506980 (LAW BOOKS/DUES) BY \$120.00;
 DECREASE 001-0430-508010 (SUPPLIES) BY \$200.69;
 DECREASE 001-0430-508020 (EQUIPMENT) BY \$332.25;
 DECREASE 001-0430-508050 (CONFERENCE) BY \$3.72;
 DECREASE 001-0430-508090 (AUTO REPAIR) BY \$39.90;
 DECREASE 001-0430-508110 (AUTO INSURANCE) BY \$11.00;
 DECREASE 001-0430-508150 (UNIFORMS) BY \$40.29;
 DECREASE 001-0430-508190 (COMPUTER EQUIPMENT) BY \$287.36;
 INCREASE 001-0430-508080 (FUEL) BY \$1,035.21.
- F5 FY2022 LINE ITEM TRANSFER – *RANDY STINSON, COMMISSIONER, PRECINCT 1*
 DECREASE 003-0601-508070 (OPERATING EXPENDITURES) BY \$600.00;
 INCREASE 003-0601-508650 (EMPLOYMENT SCREENING) BY \$600.00.
- F6 FY2022 LINE ITEM TRANSFER – *ALBERTO MARES, DEVELOPMENT DIRECTOR*
 DECREASE 001-0060-507030 (TELEPHONE) BY \$200.00;
 DECREASE 001-0060-508080 (AUTO GAS) BY \$250.00;
 DECREASE 001-0060-508100 (AUTO TIRES) BY \$350.00;
 DECREASE 001-0060-508680 (CONTRACT SERVICES) BY \$150.00;
 DECREASE 001-0060-508880 (COMPUTER SOFTWARE) BY \$850.00;
 INCREASE 001-0060-508020 (EQUIPMENT) BY \$700.00;
 INCREASE 001-0060-508190 (COMPUTER EQUIPMENT) BY \$1,100.00.
- F7 FY2022 LINE ITEM TRANSFER – *PAUL PERRY, COMMISSIONER, PRECINCT 3*
 DECREASE 005-0703-570000 (CONTINGENCY-SURPLUS) BY \$5,000.00;
 INCREASE 005-0703-508070 (OPERATING EXPENDITURES) BY \$5,000.00.
- F8 FY2022 LINE ITEM TRANSFER – *HIGHWAY PATROL*
 DECREASE 001-0340-506020 (STAFF TRAVEL REIMBURSEMENT) BY \$500.00;
 DECREASE 001-0340-508350 (EMPLOYEE TRAINING) BY \$1,000.00;
 INCREASE 001-0340-508010 (SUPPLIES) BY \$1,500.00.
- F9 FY2022 BUDGET AMENDMENT – *JANET MARTIN, COUNTY AUDITOR*
 ACCEPTING REBATE FROM REGION VIII EDUCATION SERVICE CENTER FOR FY2021/2022 TIPS REWARD
 AS UNANTICIPATED REVENUE IN THE AMOUNT OF \$1,294.50. PURSUANT TO LGC §111.0108,
 UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR.

- F10 FY2022 BUDGET AMENDMENT – *JANET MARTIN, COUNTY AUDITOR*
ACCEPTING CITIES READINESS INITIATIVE GRANT REIMBURSEMENT FOR JULY 2022 IN THE AMOUNT OF \$8,378.74 AS UNANTICIPATED REVENUE. PURSUANT TO LGC §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR.
- F11 FY2022 LINE ITEM TRANSFER – *JANET MARTIN, COUNTY AUDITOR*
DECREASE 001-0030-508680 (CONTRACT SERVICES) BY \$4,100.00;
INCREASE 001-0030-508350 (TRAINING) BY \$2,500.00;
INCREASE 001-0030-508060 (DUES) BY \$1,500.00;
INCEASE 001-0030-508020 (EQUIPMENT) BY \$100.00.
- F12 ACCEPTING A TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM AUGUST 26, 2022 TO SEPTEMBER 12, 2022, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. –
JANET MARTIN, COUNTY AUDITOR
- F13 FY2022 LINE ITEM TRANSFER – *ANN MONTGOMERY, COUNTY/DISTRICT ATTORNEY*
DECREASE 001-0360-505020 (SALARIES-FULL TIME) BY \$36,700.00;
DECREASE 001-0360-508330 (COURT REPORTING) BY \$14,000.00;
DECREASE 001-0360-508080 (AUTO GAS) BY \$2,000.00;
INCREASE 001-0360-508020 (EQUIPMENT) BY \$26,000.00;
INCREASE 001-0360-508010 (SUPPLIES) BY \$11,000.00;
INCREASE 001-0360-508030 (FURNITURE) BY \$700.00;
INCREASE 001-0360-508070 (OPERATING EXPENDITURES) BY \$9,000.00;
INCREASE 001-0360-508530 (LEGAL RESEARCH) BY \$6,000.00.
- F14 FY2022 LINE ITEM TRANSFER – *RICHARD ROZIER, TAX ASSESSOR/COLLECTOR*
DECREASE 001-0370-508020 (EQUIPMENT) BY \$11,000.00;
DECREASE 001-0370-507030 (TELEPHONE) BY \$500.00;
INCREASE 001-0370-508040 (POSTAGE) BY \$5,500.00;
INCREASE 001-0370-508050 (CONFERENCE) BY \$3,500.00;
INCREASE 001-0370-508350 (TRAINING) BY \$500.00;
INCREASE 001-0370-508880 (COMPUTER SERVICES) BY \$2,000.00.
- F15 FY2022 LINE ITEM TRANSFER – *HON. WILLIAM WALLACE, 378TH DISTRICT COURT*
DECREASE 001-0190-508320 (VISITING JUDGE) BY \$800.00;
DECREASE 001-0190-508190 (COMPUTER EQUIPMENT) BY \$1,000.00;
INCREASE 001-0190-508050 (CONFERENCE) BY \$650.00;
INCREASE 001-0190-508010 (SUPPLIES) BY \$100.00;
INCREASE 001-0190-506980 (LAW BOOKS/DUES) BY \$50.00;
INCREASE 001-0190-508020 (EQUIPMENT) BY \$1,000.00.

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

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 419.22 (1.1) APPROVING WITH CONDITIONS, A PLAT OF DONOVAN ESTATES. THE PROPERTY CONTAINS ±2.835 ACRES IN THE A. PORTER SURVEY, ABSTRACT NO. 829, LOCATED ON THE SOUTH SIDE OF FM 983, ±4,915 FEET WEST OF THE INTERSECTION OF FM 983 AND FM 2377 IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF RED OAK, ROAD AND BRIDGE PRECINCT NO. 1. REQUIRED CONDITION: PROVIDE A COMPLETED UTILITY ENDORSEMENT FORM FROM ROCKETT WATER PRIOR TO THE FILING OF THE PLAT

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

MINUTE ORDER 420.22 (1.2) APPROVING WITH CONDITIONS, A FINAL PLAT OF NALLELY BANDA ADDITION. THE PROPERTY CONTAINS ±6.790 ACRES IN THE H. HARRIS SURVEY, ABSTRACT NO. 480, LOCATED ON THE SOUTH SIDE OF FORRESTON ROAD, ±1,250 FEET WEST OF THE INTERSECTION OF FORRESTON ROAD AND BUD RUN ROAD, FORRESTON, ROAD AND BRIDGE PRECINCT NO. 3. REQUIRED CONDITION: ADD A LOT AND BLOCK DESIGNATION TO THE PROPOSED LOT PRIOR TO THE FILING OF THE PLAT.

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

MINUTE ORDER 421.22 (1.3) APPROVING WITH CONDITIONS, A PLAT OF SNYDER BUILD. THE PROPERTY CONTAINS ±2.241 ACRES IN THE H. HARRIS SURVEY, ABSTRACT NO. 480, LOCATED ON THE WEST SIDE OF BUD RUN ROAD, ±1,110 FEET NORTH OF THE INTERSECTION OF BUD RUN ROAD AND HOLDER ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3. REQUIRED CONDITIONS: 1. ADD A LOT AND BLOCK DESIGNATION TO THE PROPOSED LOT PRIOR TO THE FILING OF THE PLAT; 2. ADD A VICINITY MAP PRIOR TO THE FILING OF THE PLAT.

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

MINUTE ORDER 422.22 (1.4) APPROVING A PLAT OF HIGHT ROAD ESTATES, LOTS 1 AND 2, BLOCK A. THE PROPERTY CONTAINS ±4.821 ACRES IN THE ISAAC JONES SURVEY, ABSTRACT NO. 568, LOCATED ON THE SOUTH SIDE OF HIGHT ROAD, ±650 FEET WEST OF THE INTERSECTION OF HIGHT ROAD AND BRADBURY LANE, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

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

NO ACTION (1.5) (WITHDRAWN BY APPLICANT) DISCUSSION, CONSIDERATION, AND ACTION ON FINAL PLAT OF Y AND D SUBDIVISION. THE PROPERTY CONTAINS ±2.493 ACRES IN THE A. GREATHOUSE SURVEY, ABSTRACT NO. 392, LOCATED ON THE NORTH SIDE OF GREATHOUSE ROAD, ±1,965 FEET WEST OF THE INTERSECTION OF GREATHOUSE ROAD AND DAWSON ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

MINUTE ORDER 423.22 (1.6) APPROVING A FINAL PLAT OF MATTHEWS FARMS, PHASE ONE. THE PROPERTY CONTAINS ±58.521 ACRES IN THE A.T. MILLER SURVEY, ABSTRACT NO. 716, AND THE A. STOCKTON SURVEY, ABSTRACT NO. 1010, LOCATED ON THE SOUTH SIDE OF MARION ROAD, ±750 FEET WEST OF THE INTERSECTION OF MARION ROAD AND NORRELL ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 4.

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

MINUTE ORDER 424.22 (1.7) APPROVING A PLAT OF SPRINGSIDE ESTATES, PHASE 2. THE PROPERTY CONTAINS ±106.687 ACRES IN THE JOHN COLLET SURVEY, ABSTRACT NO. 221, THE J.L. BOISSONET SURVEY, ABSTRACT NO. 105, LOCATED ON THE NORTH SIDE OF BROADHEAD ROAD, ±3,925 FEET WEST OF THE INTERSECTION OF BLACKFOOT PARKWAY AND GIBSON ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4.

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

PURCHASING

MINUTE ORDER 425.22 (2.1) APPROVING TO AWARD RFP-2022-006 COMPREHENSIVE MEDICAL INMATE SERVICES IN THE AMOUNT OF \$2,439,545.37 (YEAR ONE); \$2,512,731.73 (YEAR TWO); \$2,588,113.69 (YEAR THREE) TO WELLPATH, LLC.

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

NO ACTION (2.2) REQUESTING AN EXEMPTION UNDER LOCAL GOVERNMENT CODE §262.024(7) FROM THE BIDDING REQUIREMENTS OF §262.023 FOR THE PURCHASE OF PROPRIETARY HARDWARE AND SOFTWARE FROM NEMO-Q FOR THE TAX OFFICES.

NO ACTION (2.3) DISCUSSION, CONSIDERATION AND APPROVAL FOR THE PURCHASE OF PROPRIETARY SOFTWARE IN AN INITIAL AMOUNT OF \$48,180.00 FROM NEMO-Q USING THE APPROVED SOLE SOURCE EXEMPTION FOR THE TAX OFFICES.

MINUTE ORDER 426.22 (2.4) AUTHORIZING TO ADVERTISE AND SOLICIT PROPOSALS FOR DISASTER DEBRIS REMOVAL, REDUCTION, DISPOSAL AND OTHER EMERGENCY DEBRIS-RELATED SERVICES JOINTLY WITH THE CITIES OF RED OAK AND WAXAHACHIE.

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

MINUTE ORDER 427.22 (2.5) APPROVING THE COUNTY JUDGE TO EXECUTE THE AGREEMENT FOR IMPLEMENTATION OF IONWAVE EPROCUREMENT SOFTWARE USING THE TIPS COOPERATIVE CONTRACT # 210101 FOR THE PURCHASING DEPARTMENT.

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

MINUTE ORDER 428.22 (2.6) APPROVING AND AUTHORIZING THE CONSTRUCTION AT THE ELLIS COUNTY TAX OFFICE (RED OAK) IN AN AMOUNT OF \$83,419.41 UTILIZING INTERLOCAL AGREEMENT (MINUTE ORDER 320.21) WITH THE CITY OF RED OAK, TEXAS.

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

MINUTE ORDER 429.22 (2.7) APPROVING AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE A COVERAGE ACCEPTANCE AGREEMENT AND NECESSARY DOCUMENTS FOR COMPREHENSIVE INSURANCE UTILIZING THE TRIDENT-TX ASSOCIATION OF POLITICAL SUBDIVISIONS-HIBBS HALLMARK & COMPANY.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED
COMMISSIONER GRAYSON - NO

BREAK @ 2:57 P.M. – 3:08 P.M.

ADMINISTRATIVE

MINUTE ORDER 430.22 (3.1) APPROVING OF A TAX REFUND OF \$650,115.66 TO HOLCIM (US) INC. COVERING YEARS 2013-2018 AND ISSUING A REFUND OUT OF THE FY23 BUDGET. – *RICHARD ROZIER, TAX ASSESSOR/COLLECTOR*

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

PUBLIC HEARING:

MOTION TO OPEN P1 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

P1 PUBLIC HEARING ON THE PROPOSED ELLIS COUNTY TAX RATE FOR FY2022-2023, PURSUANT TO TEXAS TAX CODE §26.05. – *TODD LITTLE, COUNTY JUDGE*

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

MINUTE ORDER 431.22 (3.2) APPROVING TO ADOPT THE FY2022-2023 BUDGET, PURSUANT TO LGC §111.008; WITH \$500,000.00 OF UNUSED FUNDS BEING TRANSFERRED INTO THE SHERIFF'S VEHICLE FUND VERSUS ROLLING OVER INTO THE FY23 BUDGET. – *TODD LITTLE, COUNTY JUDGE*

PUBLIC PARTICIPATION: RANDY BELLAMY, OVILLA

RECORDED VOTE:

RANDY STINSON, COMMISSIONER, PRECINCT 1: AYE
LANE GRAYSON, COMMISSIONER, PRECINCT 2: AYE
PAUL PERRY, COMMISSIONER, PRECINCT 3: AYE
KYLE BUTLER, COMMISSIONER, PRECINCT 4: AYE
TODD LITTLE, COUNTY JUDGE: AYE

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

MINUTE ORDER 432.22 (3.3) ADOPTING A COUNTY TAX RATE OF 0.295867. CONSISTING OF AN INTEREST AND SINKING RATE OF 0.013201 AND A MAINTENANCE AND OPERATIONS RATE OF 0.259800, AND TO ADOPT A FARM TO MARKET TAX RATE OF 0.022866 FOR ELLIS COUNTY FY2022-2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §81.006 AND TEXAS TAX CODE §26.05 AND §26.06. THIS WILL MAKE THE TOTAL TAX RATE OF 0.295867 PER \$100 OF TAXABLE VALUE.

RECORDED VOTE:

RANDY STINSON, COMMISSIONER, PRECINCT 1: AYE
LANE GRAYSON, COMMISSIONER, PRECINCT 2: AYE
PAUL PERRY, COMMISSIONER, PRECINCT 3: AYE
KYLE BUTLER, COMMISSIONER, PRECINCT 4: AYE
TODD LITTLE, COUNTY JUDGE: AYE

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

MINUTE ORDER 433.22 (3.4) APPROVING THE TXMAS UPDATED CONTRACT WITH KOFIL (FORMERLY KNOWN AS DATA PRESERVATION SOLUTIONS) FOR THE DEED PRESERVATION, VOL. 380-748. THIS IS A CONTINUATION OF THE PRESERVATION PROJECT BEING CONDUCTED BY THE CLERK'S OFFICE WITH THE USE OF CLERK PRESERVATION FUNDS. – *KRYSTAL VALDEZ, COUNTY CLERK*

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

MINUTE ORDER 434.22 (3.5) APPROVING TO RENEW LISA HEINE AS THE ELLIS COUNTY REPRESENTATIVE FOR THE BOARD OF TRUSTEES OF THE LAKES REGIONAL COMMUNITY CENTER. – *TODD LITTLE, COUNTY JUDGE*

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

MINUTE ORDER 435.22 (3.6) APPROVING THE COUNTY JUDGE TO SIGN THE ANNUAL AGREEMENT FOR ENTRY-LEVEL DEPUTY TEST MATERIAL WITH FIRE & POLICE SELECTION, INC. FOR CALENDAR PERIOD OCTOBER 1ST, 2022, THROUGH SEPTEMBER 30TH, 2023. THE ANNUAL COST WILL BE \$500.00, PLUS THE COST OF TEST MATERIALS AND SHIPPING. – *BRAD NORMAN, COUNTY SHERIFF*

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

MINUTE ORDER 436.22 (3.7) APPROVING TO RENEW THE TEXAS ASSOCIATION OF COUNTIES (TAC) WORKERS' COMPENSATION PROGRAM FOR THE 2023 PLAN YEAR AND SUBMIT POLL DOCUMENTATION NECESSARY FOR THE POOL TO PROPERLY UNDERWRITE THE RENEWAL. – *THERESA TAYLOR, HUMAN RESOURCES DIRECTOR*

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

MINUTE ORDER 437.22 (3.8) APPROVING THE CONTINUATION OF THE CONTRACT WITH HOPE HEALTH FOR INDIGENT CARE SERVICES. – *TERRI KLEIN, INDIGENT HEALTHCARE DIRECTOR*

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

RECESS TO EXECUTIVE SESSION **4:07 P.M.**

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

EXECUTIVE SESSION

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

- 4.1 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 , CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION MATTER CONCERNING ELECTRONIC VOTING LITIGATION.

RECONVENE TO REGULAR SESSION **4:40 P.M.**

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

ADJOURNMENT 4:41 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON SEPTEMBER 20, 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 30TH DAY OF SEPTEMBER 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 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

Please fill out this form completely:

DATE: 9/23/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Constable Curtis Polk, Jr.

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Constable Pct 3

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 9/30/2022

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

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

DECREASE 001-0613-508050 Conference by \$1,008.14

INCREASE 001-0613-508190 Computer Equipment by \$1,008.14

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2021-202220

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2021-202220 Budget as follows:

TRANSFER FROM		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0613-508050	CONFERENCE	\$ 1,008.14
	TOTAL:	\$ 1,008.14

TRANSFER TO		
<i>ACCOUNT NO.</i>	<i>ACCOUNT TITLE</i>	<i>AMOUNT</i>
001-0613-508190	COMPUTER EQUIPMENT	\$ 1,008.14
	TOTAL:	\$ 1,008.14

<i>Curtis Polk Jr.</i>	09/20/2022	ELLIS CO. CONSTABLE OFFICE PCT. 3
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: *Sari A. Parr*



computer solutions, inc.

Midlothian, TX 76065
(972) 938-8087

QUOTE

DATE 9/19/2022
CSI REF # 241221
CUSTOMER REF #

BILL TO
Ellis County Government
ATTN: Accounts Payable
101 W. Main, Suite 304
Waxahachie, TX 75165

SHIP TO
Ellis County
109 S Jackson St
Jocelyn King
Waxahachie, Texas 75165

DESCRIPTION	QTY	DEAL ID		VENDOR QUOTE #		TERMS	REPRESENTATIVE
		NA				Net 30	AS
		COST	MFG	MPN	TOTAL		
Constable Pct 3 TX DIR TSO-4159							
HP ProBook 455 G9 15.6" Notebook - Full HD - 1920 x 1080 - AMD Ryzen 5 5625U Hexa-core (6 Core) - 8 GB Total RAM - 256 GB SSD - Silver - Windows 11 Pro - AMD Radeon Graphics - In-plane Switching (IPS) Technology - English Keyboard - 1 Year Depot MSRP \$799.00 TX DIR \$791.01	1	765.40	HPI	64T35UT#ABA	765.40		
Kingston 8GB DDR4 SDRAM Memory Module	1	31.22	KINGSTON	KCP432SS8/8	31.22		
HP 1 year Next business day Response onsite Notebook Hardware Support MSRP \$22.00 TX DIR \$15.84	1	15.84	HPI	UK701E	15.84		
HP SMART BUY USB-C G5 ESSENTIAL DOCK	1	195.68	HPI	72C71AA#ABA	195.68		

Due to circumstances beyond our control, PRICES MAY INCREASE WITHOUT NOTICE. Please verify current pricing BEFORE you submit a PO. Pricing on Back-ordered product may also increase at the time of shipment.

TOTAL \$1,008.14

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates. The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

Please fill out this form completely:

DATE: 09.21.2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Samantha Pickett 

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

DEPARTMENT OR ASSOCIATION: Ellis County Office of Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: September 30, 2022

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

"Decrease \$11.50 from 001-0430-508150 (Uniforms) and \$769.00 from 001-0430-508010 (Contract Services - Radio Agreement) to Increase \$780.50 to 001-0430-508020 (Equipment), Commissioners Court, Samantha Pickett, Office of Emergency Management

SAMATHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR

²¹
09.09.2022

*

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

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

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

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

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

Please fill out this form completely:

DATE: 9/23/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Krystal Valdez

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Clerk

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 9/30/2022

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

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

DECREASE 001-0320-508050 Conference by \$1,200.00

INCREASE 001-0320-508020 Equipment by \$830.00

INCREASE 001-0320-508010 Supplies by \$370.00

* _____
County Attorney Approval

**ELLIS COUNTY BUDGET
2012/2013 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2012/2013 Budget as follows:

TRANSFER FROM:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0611-508050	Conference	1,800.00

TRANSFER TO:

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0611-508190	Computer Equipment	1,800.00

[Signature] 4100
Signature of Department Head

9/19/22
Date Signed

Constable Pct 1
Department

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

APPROVED THIS _____ DAY OF _____, 2012/3013

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

Approved by County Auditor's Office: _____



**Department of Development Agenda Items
Ellis County Commissioners' Court -
Tuesday, September 30, 2022
2:00 PM**

AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a plat of Holland Estate. The property contains ± 1.193 acres in the John O. Survey, Abstract No. 937, located on the east side of Toth Road ± 410 feet north of the intersection of Toth Road and NW County Road 0180 Road, Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.2

Discussion, consideration, and action on an amending plat of 5F Subdivision, Phase 2. The property contains ± 9.059 acres located near the intersection of Bentley Creek Court & Boz Road, Waxahachie, Road & Bridge Precinct No. 3.

Agenda Item No. 1.3

Discussion, consideration, and action to accept a performance bond for the proposed Thunder Ridge, Phase Two (Parcel ID No. 284809). The property contains ± 57.92 acres of land in the M.D Bullion Survey, Abstract No. 164, and the J. Benton Survey, Abstract No. 39, located at the south side of Old Maypearl ± 640 feet west of the intersection of Silo Court and Old Maypearl Road, Waxahachie, Road & Bridge Precinct No. 3.

Agenda Item No. 1.4

Discussion, consideration, and action to release performance bonds and accept maintenance bonds for Springside Estates Phase 2. The property contains ± 106.687 acres, located on the north side of Broadhead Road, ± 3,925 feet west of the intersection of Blackfoot Parkway and Gibson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: September 30, 2022



AGENDA ITEM NO. 1.1
Holland Estates, Pct. No. 2

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 282086

APPLICANT(s):

Mike Holland

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, and action on a plat of Holland Estate. The property contains ± 1.193 acres in the John O. Survey, Abstract No. 937, located on the east side of Toth Road ± 410 feet north of the intersection of Toth Road and NW County Road 0180 Road, Ennis, Road and Bridge Precinct No. 2.

EXECUTIVE SUMMARY:

- The applicant wishes to subdivide the property into one (1) lot for residential use.

THOROUGHFARE PLAN & RIGHT OF WAY DEDICATION INFORMATION:

NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Toth Road	30 feet from the centerline	± 40 feet to include portions of the entire road
Source:		Ellis County MTP

WATER SERVICE:

PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rice Water Supply	3-inch	September 8, 2022

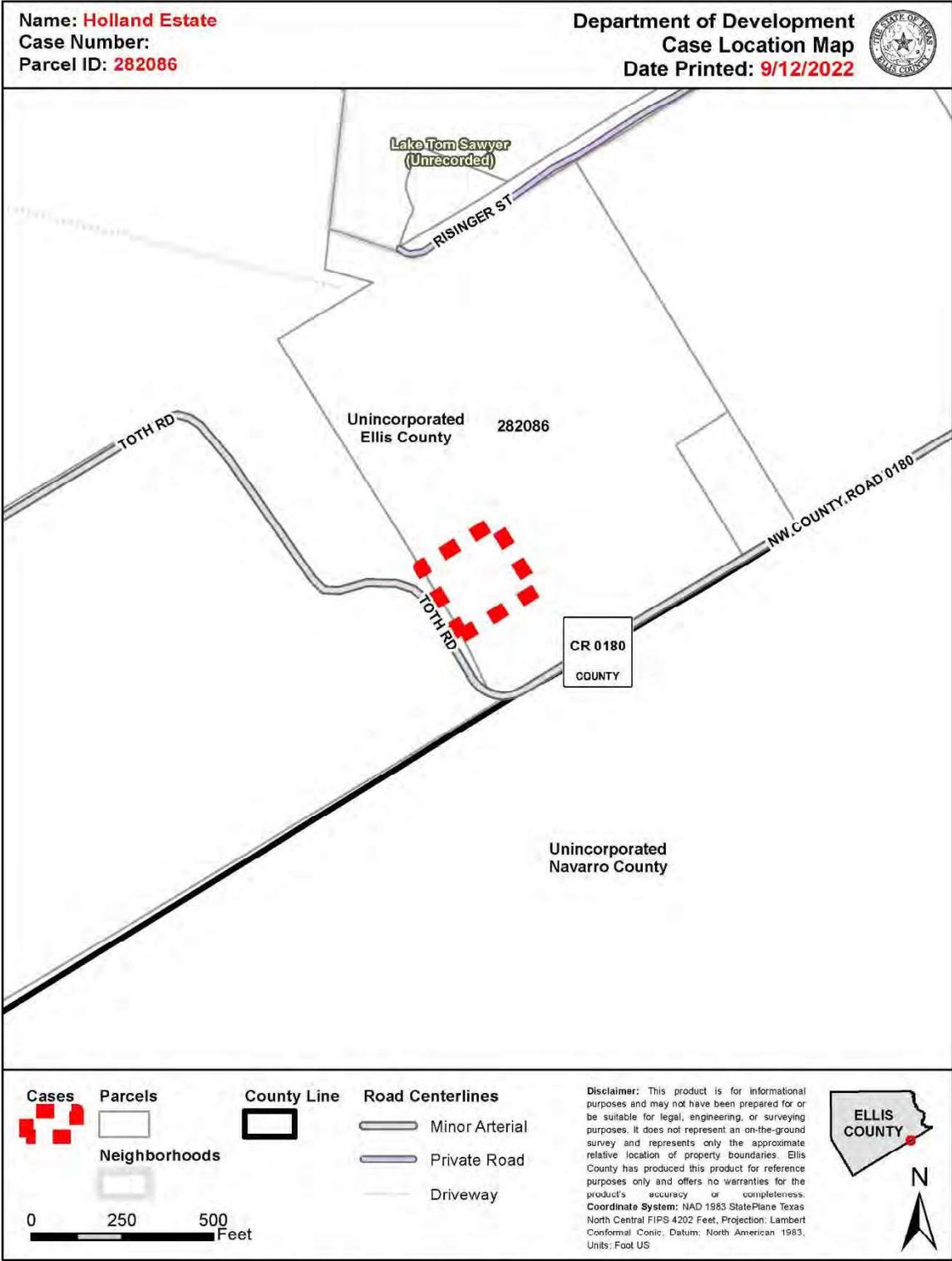
NOTIFICATION REQUIREMENT (if applicable)

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

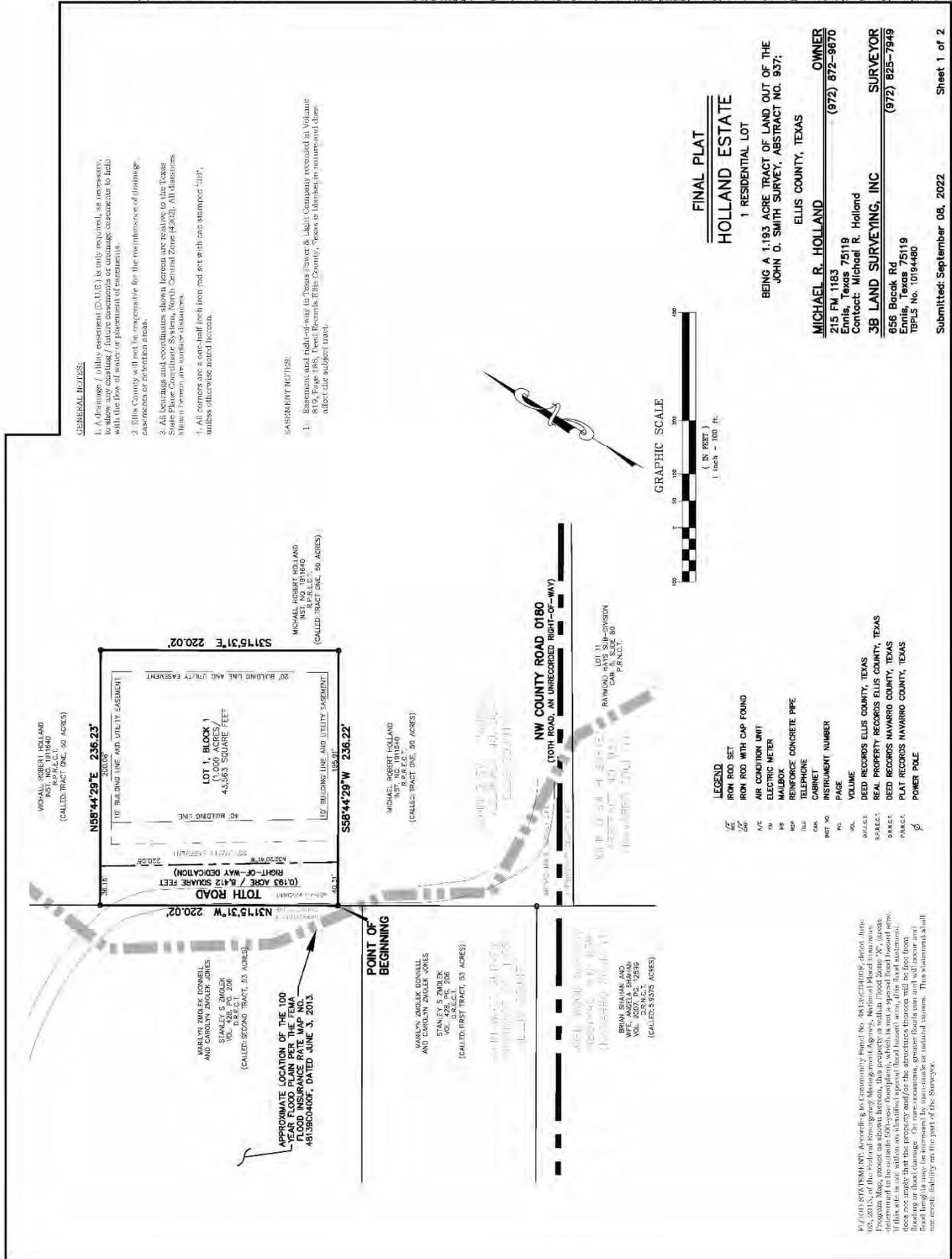
FINAL ANALYSIS:

Upon reviewing the proposed plat, staff confirms that this plat application meets the County's current subdivision regulations and recommends **approval** of this plat, subject to the following conditions:

1. Adding the recorded blanket easement for soil and water conservation site no. 126 to the plat notes.



-96.533020 32.254391 Author: nick.maanis GIS@co.ellis.tx.us Date Printed: 9/12/2022 G:\GIS\Maps\Templates\Ellis County Layouts\11 DODDOD Case Location.mxd



ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: September 30, 2022



AGENDA ITEM NO. 1.2
Amending Plat of 5F Subdivision, Phase 2, Pct. No. 3

CASE TYPE:

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

IDENTIFYING LANDMARK:
Parcel ID No. 220133

APPLICANT(s):
Warren Hattersley

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, and action on an amending plat of 5F Subdivision, Phase 2. The property contains ± 9.059 acres located near the intersection of Bentley Creek Court & Boz Road, Waxahachie, Road & Bridge Precinct No. 3.

- EXECUTIVE SUMMARY:**
- The Commissioners' Court approved this plat on June 28, 2022, but the plat was not filed until September 8, 2022, to address specific conditions.
 - Staff is requesting to amend this plat to correct a scrivener or clerical error or omission of the previously approved plat.
 - The clerical error includes lot numbers, acreage, street names, and identification of adjacent recorded plats.
 - The amending plat corrects the error and meets the criteria established under Chapter 232.011 (a) (1). Below is an excerpt from that code:

Sec. ~~232.011~~. AMENDING PLAT. (a) The commissioners court may approve and issue an amending plat, if the amending plat is signed by the applicants and filed for one or more of the following purposes:

- (1) to correct an error in a course or distance shown on the preceding plat;
- (2) to add a course or distance that was omitted on the preceding plat;
- (3) to correct an error in a real property description shown on the preceding plat;
- (4) to show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;

(5) to correct any other type of scrivener or clerical error or omission of the previously approved plat, including lot numbers, acreage, street

names, and identification of adjacent recorded plats; or

(6) to correct an error in courses and distances of lot lines between two adjacent lots if:

(A) both lot owners join in the application for amending the plat;

(B) neither lot is abolished;

(C) the amendment

does not attempt to remove recorded covenants or restrictions;

and

(D) the amendment does not have a material adverse effect on the property rights of the other owners of the property that is the subject of the plat.

(b) The amending plat controls over the preceding plat without the vacation, revision, or cancellation of the preceding plat.

(c) Notice, a hearing, and the approval of other lot owners are not required for the filing, recording, or approval of an amending plat.

HISTORY:

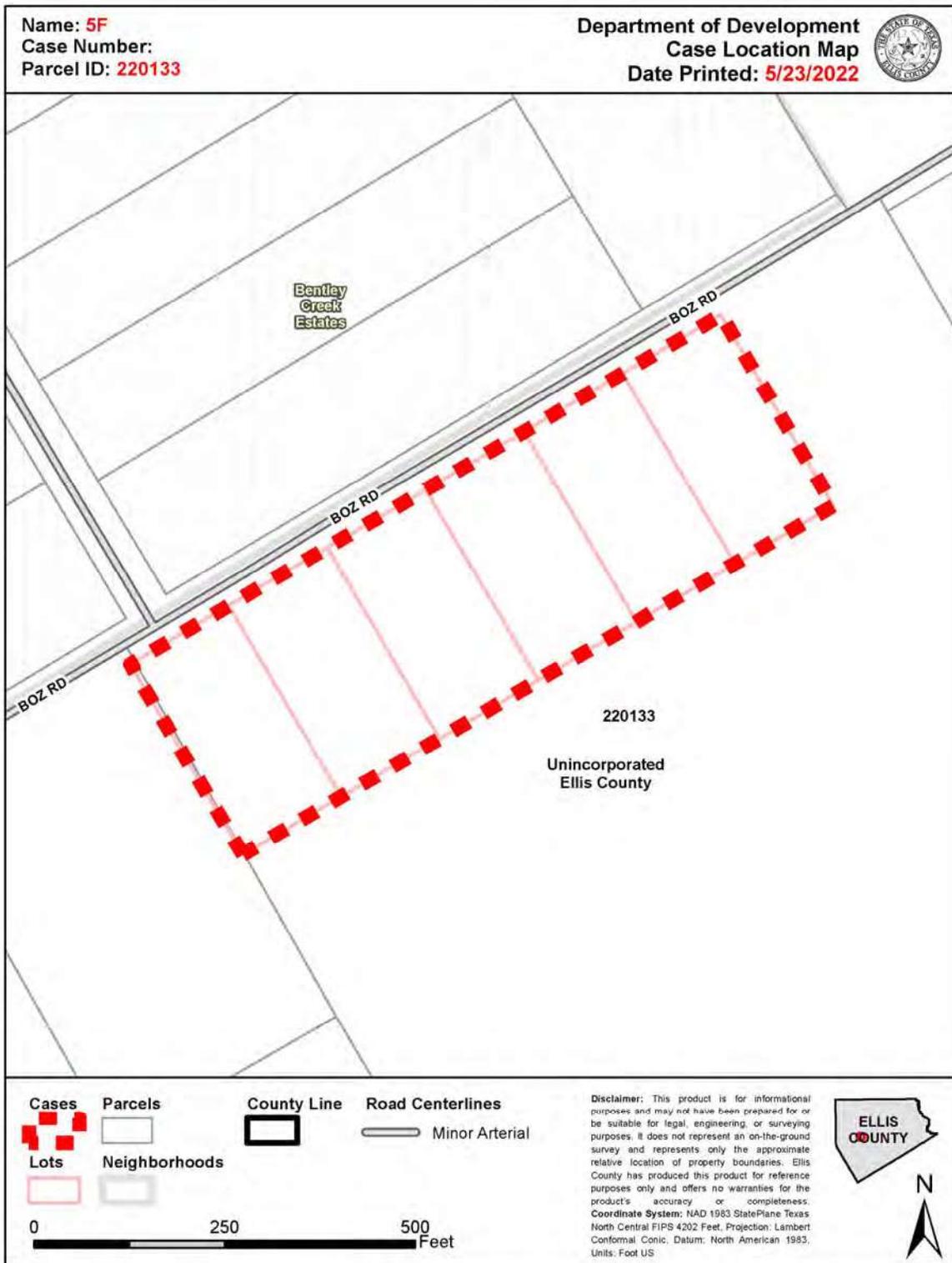
- The Court previously approved 5F Subdivision Phase 2 on June 28, 2022 – Minute Order No. 316.22.

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 amending plat as presented.



-96.913263 32.320178 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 5/23/2022 G:\GISMaps\Templates\Ellis County Layouts\11 DOD\DOD Case Location.mxd

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: September 30, 2022



AGENDA ITEM NO. 1.3
Thunder Ridge Phase Two Performance Bond Acceptance – Pct. No. 3

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 284809

APPLICANT(s):

Tree Hill Homes,
Ivan Brigman

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:

Discussion, consideration, and action to accept a performance bond for the proposed Thunder Ridge, Phase Two (Parcel ID No. 284809). The property contains ± 57.92 acres of land in the M.D Bullion Survey, Abstract No. 164, and the J. Benton Survey, Abstract No. 39, located at the south side of Old Maypearl Road ± 640 feet west of the intersection of Silo Court and Old Maypearl Road, Waxahachie, Road & Bridge Precinct No. 3.

EXECUTIVE SUMMARY:

- The applicant requests that the County accept Performance Bond No. 273962 for the construction of the Thunder Ridge, Phase Two in the amount of five hundred two thousand nine hundred fifty & 00/100 Dollars (USD) (\$502,950.00) issued by the NGM Insurance Company.
- The civil plans for Thunder Ridge, Phase 2, consisting of approximately 46-lots within the subdivision, were approved on August 18, 2022, in accordance with the County’s Subdivision and Development Regulations.
- Once the infrastructure is completed, a final plat identical to the construction plans is forthcoming for approval.

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 to construct roads, streets, street signs, underground utilities, required drainage structures, erosion control, and all other construction.

The construction plans and performance bond submitted for the Thunder Ridge, Phase Two subdivision satisfy current County requirements.

Staff recommends **approval** to accept the performance bond in the amount of five hundred two thousand nine hundred fifty & 00/100 Dollars (USD) (\$502,950.00) for the Thunder Ridge Phase Two Subdivision.

Bond No. 273962

PERFORMANCE BOND

THAT, Tree Hill Homes, LP, (hereinafter called the Principal), as Principal, and, NGM Insurance Company, (hereinafter called the Surety), a corporation organized under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety, in the State of Texas, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Obligee), in the amount of Five hundred two thousand nine hundred fifty & 00/100 Dollars (USD) (\$ 502,950.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the roads and streets and drainage requirements for the subdivision known as Thunder Ridge Ph 2 ECDOD 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 6th day of April, 2022.

Ivan Brigman
PRINCIPAL(S)

Sheri R Allen
SURETY

IVAN BRIGMAN
PRINTED NAME

Sheri R Allen
PRINTED NAME

OWNER
TITLE

Attorney-in-Fact
TITLE

SEAL

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 30th day of September 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. 273962 ISSUED BY NGM INSURANCE COMPANY, IN THE AMOUNT OF FIVE HUNDRED TWO THOUSAND NINE HUNDRED FIFTY & 00/100 DOLLARS (USD) (\$502,950.00) FOR A PERFORMANCE BOND FOR THE THUNDER RIDGE PHASE TWO SUBDIVISION (PARCEL ID NO. 284809), CONTAINING ± 57.92 ACRES OF LAND IN THE M.D BULLION SURVEY, ABSTRACT NO. 164, AND THE J. BENTON SURVEY, ABSTRACT NO. 39, LOCATED AT THE SOUTH OF THE INTERSECTION OF OLD MAYPEARL ROAD AND S. OAK BRANCH RD. ± 639 FEET WEST OF THE INTERSECTION OF SILO COURT AND OLD MAYPEARL ROAD, WAXAHACHIE, ROAD & BRIDGE PRECINCT NO. 3, PROVIDING A CONFLICTS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 1. ACCEPTANCE OF BOND

The Commissioners’ Court finds that the proposed bond satisfies the criteria outlined in Section VII of the adopted Development Regulations apply and hereby accepts Performance Bond No. 273962 issued by NGM Insurance Company in the amount of five hundred two thousand nine hundred fifty & 00/100 Dollars (USD) (502,950.00) for the Thunder Ridge Phase Two Subdivision (Parcel ID No. 284809), Waxahachie, Road & Bridge Precinct No. 3.

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 30th DAY OF SEPTEMBER, 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

Bond No. 273962

PERFORMANCE BOND

THAT, Tree Hill Homes, LP (hereinafter called the Principal), as Principal, and, NGM Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the State of Florida licensed to do business in the State of Texas and admitted to write bonds, as Surety, in the State of Texas, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successor(s) in office (hereinafter called the Obligee), in the amount of Five hundred two thousand nine hundred fifty & 00/100 Dollars (USD) (\$ 502,950.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that the roads and streets and drainage requirements for the subdivision known as Thunder Ridge Ph 2 ECDOD 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 6th day of April, 2022.

Ivan Brigman
PRINCIPAL(S)

Sheri R Allen
SURETY

I VAN BRIGMAN
PRINTED NAME

Sheri R Allen
PRINTED NAME

OWNER
TITLE

Attorney-in-Fact
TITLE

SEAL

ELLIS COUNTY COMMISSIONERS' COURT

Report from: *Department of Development*

Court Date: *September 30, 2022*



AGENDA ITEM NO. 1.4
Springside Estates Phase 2 PB Release, MB Acceptance – Pct. No. 4

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 283996 & 283997

APPLICANT(s):

AP Rock Springs, Inc.
Circle H Contractors, LP
Midkiff Holdings, LLC dba
GM Construction TX

ATTACHMENTS:

- 1) Location Map
- 2) Maintenance Bond

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

AGENDA CAPTION:

Discussion, consideration, and action to release performance bonds and accept maintenance bonds for Springside Estates, Phase 2. The property contains ± 106.687 acres, located on the north side of Broadhead Road, ± 3,925 feet west of the intersection of Blackfoot Parkway and Gibson Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

EXECUTIVE SUMMARY:

- The applicant requests that the County release the following Performance Bonds:
 - Performance Bond No. 4443971 in the amount of \$1,128,801.05, issued by SureTec Insurance Company for paving.
 - Performance Bond No. 332856 in the amount of \$391,702.95 issued by NGM Insurance for AP Rock Springs, Inc. for drainage.
- The Commissioners’ Court approved these performance bonds on June 15, 2021.
- The County inspected the infrastructure in this subdivision & it is built to County standards & meets all the County’s requirements
- In its place, two (2) maintenance bonds for two years will replace it upon acceptance, as listed below.
 - Maintenance Bond No. 4443971 in the amount of \$568,034.90, issued by SureTec Insurance Company for paving.
 - Maintenance Bond No. 273994 in the amount of \$391,702.95, issued by NGM Insurance Company for Circle H Contractors, LP, for drainage.
- The Commissioners’ Court approved this plat on September 20, 2022, for 68 lots.

FINAL ANALYSIS:

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

- **Approve** this request to **release Performance Bond No. 4443971** in the amount of \$1,128,801.05, issued by

SureTec Insurance Company for paving, and accept **Maintenance Bond No. 4443971 in the amount of \$568,034.90**, issued by SureTec Insurance Company for drainage.

- **Approve this request to release Performance Bond No. 332856** in the amount of \$391,702.95 issued by NGM Insurance for AP Rock Springs, Inc. for drainage and **accept Maintenance Bond No. 273994** in the amount of 391,702.95, issued by NGM Insurance Company for Circle H Contractors, LP.

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

On this the 30th day of September 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, RELEASING PERFORMANCE BOND NO. 4443971 ISSUED BY SURETEC INSURANCE COMPANY, IN THE AMOUNT OF \$1,128,801.05, AND ACCEPTING MAINTENANCE BOND NO. 4443971 FOR PAVING IN THE AMOUNT OF \$568,034.90 ISSUED BY SURETEC INSURANCE COMPANY AND RELEASING PERFORMANCE BOND NO. 332856, ISSUED BY NGM INSURANCE COMPANY IN THE AMOUNT OF \$391,702.95 AND ACCEPTING MAINTENANCE BOND NO. 273994 FOR DRAINAGE IN THE AMOUNT OF \$391,702.95 ISSUED BY NGM INSURANCE COMPANY FOR THE SUBDIVISION OF SPRINGSIDE ESTATES PHASE 2, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4, PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE, AS PRESENTED.

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

WHEREAS, "Development Regulations," Section VII (B) (1) (i) states, "Prior to construction and to ensure roads, streets, signs, underground utilities and required drainage structures are constructed in a timely manner, and in accordance with the terms and specifications contained within these regulations, the developer shall file a construction bond, executed by a surety company authorized to do business within the State of Texas, or letter of credit and made payable to the County Judge of Ellis County, Texas or their successor in office";

WHEREAS, “Development Regulations,” Section VII (B) (2) states, “The bond amount shall be equal to the one hundred (100%) of the any and all contracts, agreements, and bids for the construction of roads, streets street signs, underground utilities, required drainage structures, erosion control, and all other construction.”;

WHEREAS, “Development Regulations,” Section VII (B) (3) (i) states, “The bond shall be in full force and effect until one set of record as-built construction plans of all underground utilities, roads, streets, and required drainage and drainage structures in the subdivision has been filed with the Ellis County Department of Development and approval of release by the Commissioners’ Court.”

WHEREAS “Development Regulations,” Section VII (C) (1) states, “After completion and approval by the County, all required infrastructure (i.e., streets, roads, signs, underground utilities, drainage ditches, erosion control measures, and drainage structures shall be maintained by the developer for two (2) years and have an approved maintenance bond or irrevocable letter of credit.

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

SECTION 1. RELEASE OF PERFORMANCE BOND

The Commissioners’ Court finds that the infrastructure constructed in Springside Estates Phase 2 has been built in accordance with the County’s current adopted Development Regulations & the infrastructure has been maintained, thereby satisfying the criteria outlined in Section VII (B) (3) (i) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF MAINTENANCE BONDS

The Commissioners’ Court accepts **Maintenance Bond No. 4443971** (\$568,034.90) issued by SureTec Insurance & **Maintenance Bond No. 273994** (\$391,702.95) issued by NGM Insurance Company for the maintenance of Springside Estates Phase 2.

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. Accordingly, the Commissioners Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 30TH DAY OF SEPTEMBER 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

MAINTENANCE BOND
BOND # 4443971

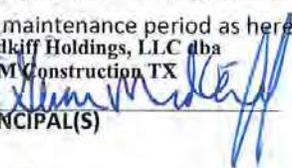
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Midkiff Holdings, LLC dba GM Construction TX as Principal(s), and the SureTec Insurance Company, a corporation existing under the laws of the State of Texas and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge Todd Little, Ellis County Judge, or their successors in office, in the penal sum of Five Hundred Sixty-Eight Thousand and Thirty-Four & 90/100 Dollars (USD) (\$ 568,034.90), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 7th day of September, 20 22.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on the this 10th day of March, 20 21 enter into a contract with Ellis County Judge Todd Little, or their successors in office, for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, Springside Estates Phase 2 for Paving Improvements, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Midkiff Holdings, LLC dba GM Construction TX shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from September 2, 2022 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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

Midkiff Holdings, LLC dba GM Construction TX

PRINCIPAL(S)

Glenn Midkiff
PRINTED NAME

President
TITLE

SureTec Insurance Company

SURETY

Debra Lee Moon
PRINTED NAME

Attorney-in-Fact
TITLE

MAINTENANCE BOND

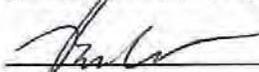
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Circle H Contractors, LP as Principal(s), and the NGM Insurance Company, a corporation existing under the laws of the State of Florida and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Ellis County Judge Todd Little, or their successor(s), in office, the penal sum of Three hundred ninety one thousand seven hundred two & 95/100 Dollars (USD) (\$391,702.95), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this 3rd day of June, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above named Principal(s) did on the 11th day of March, 2021 (date of approval of Performance Bond by Commissioners' Court) enter into a contract with Ellis County Judge Todd Little or their successor(s) for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision known as, Springside Estates Phase 2 to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Circle H Contractors, LP shall maintain and make good all defects appearing in the work performed by Circle H Contractors, LP due to faulty workmanship or materials which may develop during the period of twenty (24) months from June 3, 2022, the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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



SIGNATURE

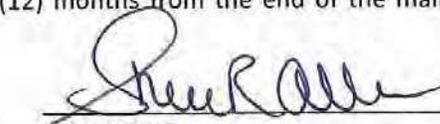
Circle H Contractors, LP
PRINCIPAL(S)



PRINTED NAME

President of 2BWO, LLC the
GP for Circle H Contractors, LP

TITLE



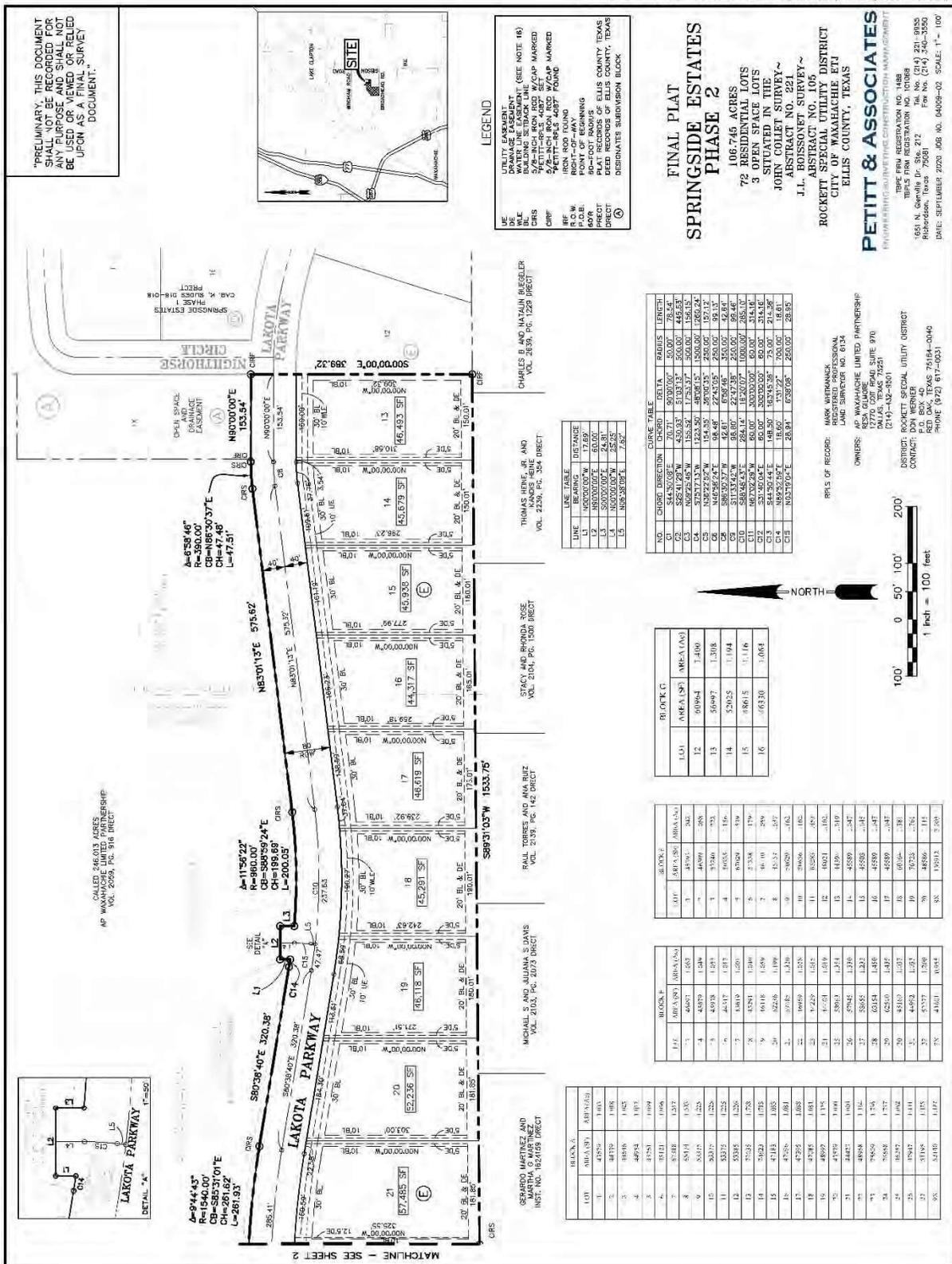
SIGNATURE

NGM Insurance Company
SURETY

Sheri R Allen
PRINTED NAME

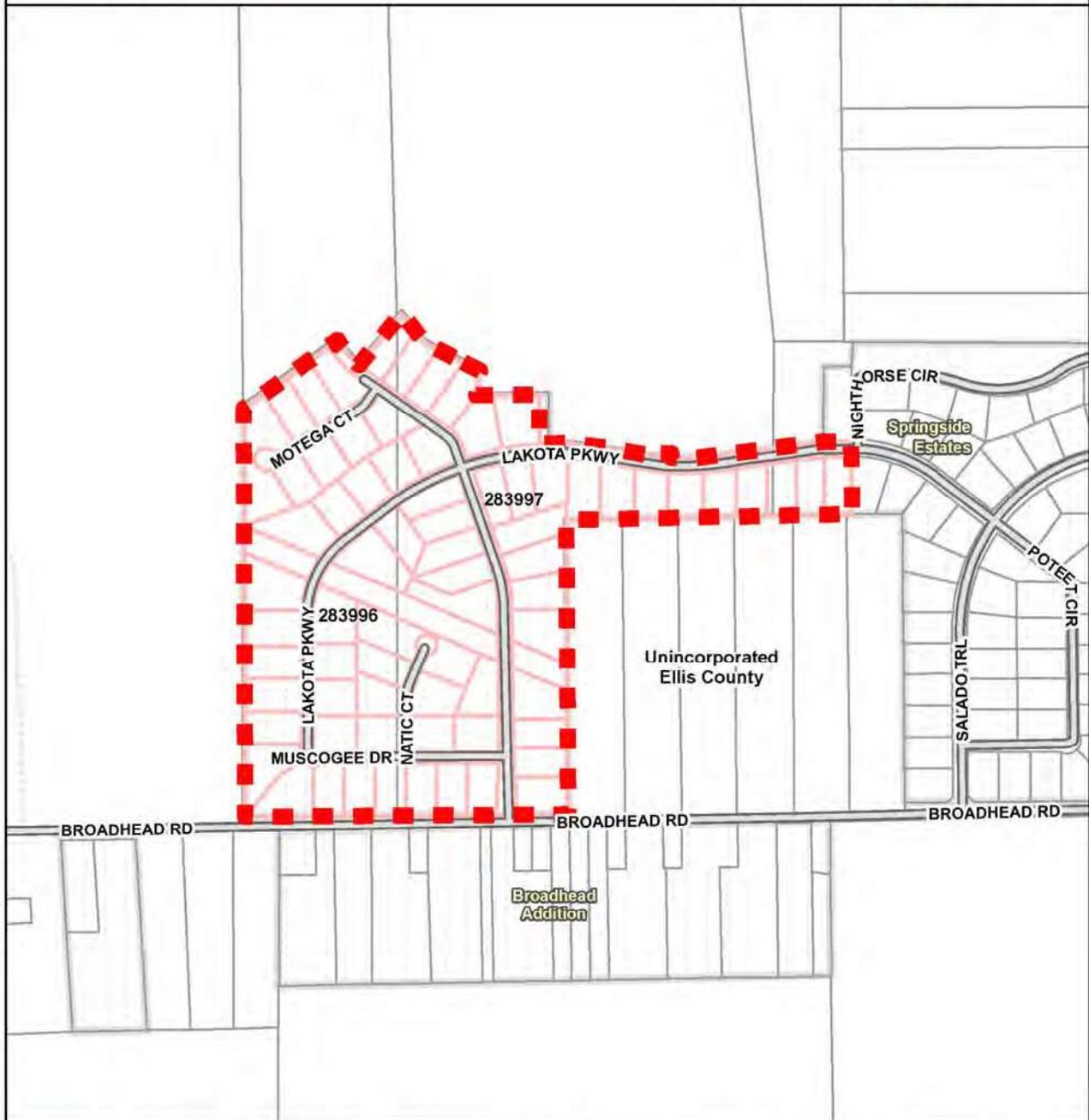
Attorney-in-Fact
TITLE

SEAL



Name: **Springside Estates**
 Case Number:
 Parcel ID: **283996, 283997**

Department of Development
 Case Location Map
 Date Printed: **9/8/2022**



Cases 	Parcels 	County Line 	Road Centerlines Minor Arterial Driveway
Lots 	Neighborhoods 		

0 250 500 Feet

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US

COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: September 27th, 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: September 30th, 2022

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

Consideration, discussion and approval to award RFP-2022-005 Design and Implementation of High Speed Gigabit Fiber Internet for a 5-year contract with AT&T Corporation.

*

County Attorney Approval

COMMISSIONERS' COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 a.m. on the second (2nd) TUESDAY** of each month and **2:00 p.m. on the fourth (4th) 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 2nd 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 **1st and 3rd Tuesday at 5:00 p.m. of each month.** This will give ample time for preparation of the agenda and circulation for approval.

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: August 31, 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: September 20, 2022

1. DESCRIPTION OF AGENDA REQUEST: Consideration and action as may be appropriate regarding approval of Interlocal work between Ellis County and the City of Garrett. Work includes repairs on the 440 block of Wyatt st. - 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 _____

Per Commissioner's Court Minute Order No. _____

Local Government Requesting Services: City of Garrett

Description of Project to be undertaken: Repair damages to 440 block of Wyatt street, see quote.

Location of Project to be undertaken: 440 Block of Wyatt Street

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

Department: Road and 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 31st **day of** August **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

City of Garrett
208 N. Ferris
Garrett, Texas 75119

QUOTE

08/31/2022

Re: Repair damages on 440 block of Wyatt Street. Quote includes material, labor equipment costs.

Excavator	\$200.00
Labor (16hrs)	\$640.00
Base	\$100.00
Hot Mix	\$200.00 per yrd
Hand Tamper	\$100.00
1-Dump Truck	\$200.00
1-Skid Steer	\$200.00
Crew Truck	\$200.00
Vibratory Roller	\$150.00
Concrete Saw	\$50.00
Total	\$2,040.00

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

To accept this quote sign here and return: _____

A handwritten signature in blue ink, appearing to be "Randy Stinson", written over a horizontal line.

COMMISSIONERS COURT AGENDA REQUEST

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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: 9-22-22 SUPPORTING DOCUMENT(S) ATTACHED? (N)

NAME: Paul Perry

PHONE: 972-825-5340

FAX: _____

DEPARTMENT / ASSOCIATION: RB3

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 9-30-22

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

Discussion and possible action regarding large credit limits on county issued credit cards and reminder of standard practice when spending outside of a Salary line item.

* _____
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 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: 09.19.2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet S. Martin

PHONE: 9728255122 FAX: 9728255124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W. Main

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Consider and approve the Ellis County Resolution for the FY2023 Texas Indigent Defense Commission
Formula Grant to be signed by Judge Little. The grant will be completed and submitted by the
County Auditor's Office.

* _____
County Attorney Approval

2023 Ellis County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Ellis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Ellis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2022.

Todd Little
County Judge

Attest:

County Clerk

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 9/22/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y)

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Election Department

ADDRESS: 204 E Jefferson St Wax 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 9-30-2022

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

Discussion, consideration, and approval to enter a Joint Contract for Election Services between the Ellis County Election Officer and Participating Political Subdivisions by holding an election jointly with the county held on November 8, 2022 pursuant to the authority in Section 271.002, of Chapter 271, of the Texas Election Code.

* _____
County Attorney Approval



November 8, 2022
General and Special Elections
Contract for Joint Election Services



November 8, 2022 General and Special Election

Table of Contents

I.....Duties and Services of County Election Officer
II..... Duties and Services of Participating Political Subdivisions
III.....Cost of Election
IV.....General Provisions

Exhibits

Exhibit A.....Early Voting Schedule and Locations
Exhibit B.....Election Day Vote Center Locations
Exhibit C.....Cost of Services
Exhibit D.....List of Political Subdivisions Races on Ballot



**THE STATE OF TEXAS
ELLIS COUNTY**

**JOINT CONTRACT FOR
ELECTION SERVICES**

§

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following **AS OF AUGUST 31, 2022**:

ELLIS COUNTY
CITY OF ENNIS
CITY OF GLENN HEIGHTS
CITY OF MILFORD
AVALON ISD
FERRIS ISD
RED OAK ISD
BUENA VISTA-BETHEL SPECIAL UTILITY DISTRICT
ELLIS COUNTY FRESH WATER SUPPLY DISTRICT NO. 1

hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the November 8, 2022 General and Special Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. **IT IS AGREED AS FOLLOWS:**

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, central counting station and early voting ballot board personnel.

a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Clerks, Central Counting



Station and Ballot Board personnel of his or her appointment made by Commissioners' Court and/or the Elections Board by the "List Procedure" requirements according to the appointing authority in the Election code. The presiding election judge of each polling place will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The County Election Officer will help determine the number of clerks to work at the polls. Election judges will be secured by the Party Chairs and early voting personnel shall be secured by the County Election Officer according to the Election Code 32.002, 32.034, and 85.009.

- b. Election Judges, Alternate Judges, Clerks and Student Clerks shall attend the County Election Officer's school of instruction. (Date and location to be determined)
 - c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
 - d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$12.00 per hour and clerks shall receive \$10.00 per hour for services. Each election day judge shall receive \$12.00 per hour for services rendered; each alternate judge shall receive \$12.00 per hour for services; and clerk shall receive \$10.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Each worker that attends training class shall receive hours of pay. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (ie: FICA, Medicaid, etc.)
- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivision agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.



- b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of DS200 voting machines (1 per site), ADA ExpressVote marking devices (4 or more per site), ballot box, voting signs, and laptop computers.
 - 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Jana Onyon, shall be appointed the Early Voting Clerk for this general county election according to the Election Code 83.002.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract. The voting hours are according to the election code requirements for this election.
 - c. Any qualified voter for the said Election may vote early by personal appearance at any of the Early Voting Vote Center locations within Ellis County. **For this election, The Cowboy Church of Ellis County 2374 West Highway 287 Bypass Waxahachie, TX 75167 will serve as the Main Early Voting Polling Location.**



- d. Some Participating Political Subdivisions have requested additional Early Voting sites pending their participation; therefore Exhibit "A" is subject to change if any of the Participating Political Subdivisions cancel their election.
 - e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
 - f. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Jana Onyon, Early Voting Clerk,
204 E Jefferson Street, Waxahachie, Tx 75165
or faxed to 972-923-5194
or email a scanned copy of signed application to elections@co.ellis.tx.us
(If faxed or emailed, then must receive by mail original application within 4 days)
Application for ballot by mail must be received no later than close of business on Friday, October 28, 2022.
 - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
 - g. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)
- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center Locations.



- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
 - d. Some Participating Political Subdivisions have requested additional Vote Centers pending their participation; therefore Exhibit "A" and "B" is subject to change if any of the Participating Political Subdivisions cancel their election.
 - e. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Ellis County.
 - f. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.
- a. The County Election Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
 - b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. County Election Officer will publish required notice for the L&A Test and a Joint Notice of Election in the local newspaper of time and place as required by the election code.



- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Ellis County website (www.co.ellis.tx.us/elections). Provisional ballots will be tabulated after election night in accordance with law.
- d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
- f. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 - 2. The Participating Political Subdivisions can obtain the list of registered voters of who voted from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
- f. The County Election Officer shall conduct a manual partial count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a "Joint Election Notice" by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the "Election Notice" to the Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following responsibilities:



- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.

- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, August 22, 2022, if any changes have occurred since the last election the county has held for your entity.

- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
 - 1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Tuesday, August 30, 2022.
 - 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any cancellations or withdrawals.
 - 3. The Participating Political Subdivisions shall approve the "blue line" ballot format prior to printing.

- D. The Participating Political Subdivisions shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I part F of this contract)



- E. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- F. The Participating Political Subdivisions shall submit this **signed contract by Friday, September 23, 2022** and pay the Treasurer's Office a deposit of 80% of the estimated cost to run the said election **AFTER October 1, 2022**. The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The Deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer
Att. Cheryl Chambers
109 S. Jackson, 3rd Floor
Waxahachie, Texas 75165**

Made payable to: "Ellis County Treasurer" with the note "for election services" included with check documentation.

The signed contract should be delivered or mailed to:

**Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, Texas 75165**

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided by Ellis County and the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. If one of the Participating Political Subdivisions cancels their election, the full cost of the election will be the responsibility of the remaining entities.



- B. An addendum of Exhibit “C” to the contract shall be provided to the remaining participating Political Subdivisions no later than five (5) business days after receipt of any Political Subdivisions notification of intent to withdraw in writing by Ellis County.
- C. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on Tuesday, December 13, 2022 (subject to changes), if required.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has approved it in an official meeting of the governing body.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Ellis County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and



- perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Ellis County, Texas (Sec. 31.099)
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- H. Due to recent concerns, if it is determined by the Ellis County Elections Administrator and the Commissioners Court of Ellis County that the health and safety of the Ellis County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Ellis County Elections Administrator and Commissioners Court of Ellis Court, at their sole discretion, may elect not to conduct an election for the political subdivision. If Ellis County elects not handle the election of a local subdivision due to health and safety concerns, then Ellis County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.
- I. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.



COUNTY:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2022

County Judge Todd Little
Ellis County, Texas

Attest:

County Clerk Krystal Valdez
Ellis County, Texas

Jana Onyon, CERA
Elections Administrator
Ellis County, Texas



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 9 DAY OF September 2022

Political Subdivision Name: City of Ennis

By: Angie Wade
Signature

Angie Wade, City Secretary
Printed Name and Title



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 22nd DAY OF September _____ 2022

Political Subdivision Name: City of Glenn Heights

By: _____

David Hall, JD
City Manager



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 21 DAY OF September 2022

Political Subdivision Name: City of Milford

By: Kim Serrata
Signature

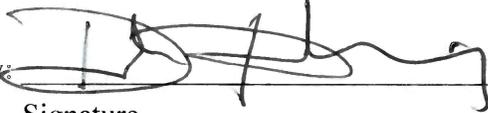
Kim Serrata, City Secretary
Printed Name and Title



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 20th DAY OF September 2022

Political Subdivision Name: Ferris ISD

By:  _____
Signature

Ricardo Rodriguez, President
Printed Name and Title



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 19th DAY OF September 2022

Political Subdivision Name: Red Oak Independent School District

By: _____

Signature

John Anderson, Board President

Printed Name and Title



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 20 DAY OF September 2022

Political Subdivision Name: Buena Vista-Belhel SUD

By: Diana Hanes

Signature

Diana Hanes Office Manager

Printed Name and Title



PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 15 DAY OF September 2022

Political Subdivision Name: Avalon ISD

By: [Handwritten Signature]
Signature

Kris Marshall Superintendent
Printed Name and Title

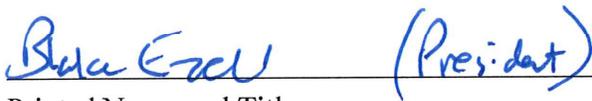


PARTICIPATING POLITICAL SUBDIVISIONS:

WITNESS BY MY HAND THIS THE 14 DAY OF September 2022

Political Subdivision Name: Ellis County Fresh Water Supply District No. 1

By: 
Signature


Printed Name and Title

Ellis County, Texas *Condado de Ellis, Texas*
General and Special Elections *Elecciones General y Especial*
November 8, 2022 *08 de noviembre de 2022*
Early Voting Vote Centers *Centros de votación adelantada*

The below listed Early Voting Vote Centers will be established for any qualified voter with an effective date of registration on or before November 8, 2022. A voter may vote at ANY of the Early Voting Vote Centers for the General and Special Elections.

Las ubicaciones para centros de votación anticipada que se enumeran a continuación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 08 de noviembre de 2022. Un votante puede votar en cualquiera de los lugares de votación anticipada para las Elecciones General y Especial.

Early Voting Location Dates and Times:

Ubicación, fechas, y horarios de la votación anticipada:

1. Main Early Voting Site - The Cowboy Church of Ellis County (Ranch House Rm)

2374 W US Highway 287 BYP

Waxahachie, TX 75167

2. Ellis County Sub-Courthouse (Conf. Rm) 207 S. Sonoma Trail

Ennis, TX 75119

3. Midlothian Conf. Ctr (Bluebonnet/Lobby) 1 Community Circle Dr. Midlothian, TX 76065

4. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way

Palmer, TX 75152

5. Red Oak Municipal Ctr (Evelyn Pitts Rm) 200 Lakeview Pkwy

Red Oak, TX 75154

6. Ferris Public Library (Aubrey Trussell Rm) 301 E 10th St

Ferris, TX 75125

Monday, October 24, 2022	through	Friday, October 28, 2022	8:00 AM - 6:00 PM
<i>lunes, 24 de octubre de 2022</i>	<i>hasta</i>	<i>viernes, 28 de octubre de 2022</i>	<i>8:00 AM - 6:00 PM</i>

Saturday, October 29, 2022		7:00 AM - 7:00 PM
<i>sábado, 29 de octubre de 2022</i>		<i>7:00 AM - 7:00 PM</i>

Sunday, October 30, 2022		1:00 PM - 7:00 PM
<i>domingo, 30 de octubre de 2022</i>		<i>1:00 PM - 7:00 PM</i>

Monday, October 31, 2022	through	Friday, November 4, 2022	7:00 AM - 7:00 PM
<i>lunes, 31 de octubre de 2022</i>	<i>hasta</i>	<i>viernes, 04 de noviembre de 2022</i>	<i>7:00 AM - 7:00 PM</i>

Last day to register to vote for the General and Special Elections is: Tuesday, October 11, 2022.

Último día para registrarse para votar en la Elecciones General y Especial es: martes, 11 de octubre de 2022.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Friday, October 28, 2022.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA- por sus siglas en inglés) es: viernes, 28 de octubre de 2022.

Notice is hereby given of state law for acceptable credentials for voting in person. A voter will be required to show one of the seven approved forms of photo identification or voters who do not possess and cannot reasonably obtain one of the seven forms of approved photo ID will be able to execute a Reasonable Impediment Declaration and provide a supporting form of identification.

<https://www.votetexas.gov>

Aviso-por este medio se da aviso de la ley del Estado para las credenciales aceptables para votar en persona. Un votante tendrá que mostrar una de las siete formas aprobadas de identificación con foto o los votantes que no poseen y que razonablemente no pueden obtener una de las siete formas de identificación con fotografía aprobada podrán ejecutar una Declaración de Impedimento Razonable y proporcionar un formulario de respaldo de identificación. <https://www.votetexas.gov>

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165

Or email a scanned copy of signed application to elections@co.ellis.tx.us

Or faxed to 972-923-5194 (If faxed or emailed, then must receive original application within 4 days)

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:

Secretaria de la Votación Adelantada 204 E. Jefferson Street Waxahachie, TX 75165

O por correo electrónico una copia e su aplicación firmada a elections@co.ellis.tx.us

O por fax al 972-923-5194 (Si se envía por fax o correo electrónico, debe recibir la solicitud original dentro de los cuatro días)

Ellis County, Texas *Condado de Ellis, Texas*
General and Special Elections *Elecciones General y Especial*
November 8, 2022 *08 de noviembre de 2022*
Election Day Vote Centers *Centros de votación el día de las elecciones*

Polls open from 7:00 am to 7:00 pm

Horario de votación estarán abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before November 8, 2022. A voter may vote at ANY of the Election Day Vote Centers for the General and Special Elections.

Las ubicaciones para centros de voto de días de votación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 08 de noviembre de 2022. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elecciones General y Especial.

- | | | |
|----|--|----------------------|
| 1 | FIRST BAPTIST CHURCH-AVALON (Annex) 206 GILES STREET | AVALON, TX 76623 |
| 2 | FIRST UNITED METHODIST-BARDWELL (Church Annex) 104 PECAN ST | BARDWELL, TX 75119 |
| 3 | BRISTOL UNITED METHODIST (Fellowship Hall) 104 CHURCH ST | BRISTOL, TX 75119 |
| 4 | ELLIS COUNTY SUB-COURTHOUSE (Conf. Rm) 207 S SONOMA TRAIL | ENNIS, TX 75119 |
| 5 | ENNIS WELCOME CENTER (Bluebonnet Rm) 201 NW MAIN STREET | ENNIS, TX 75119 |
| 6 | FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. | ENNIS, TX 75119 |
| 7 | FERRIS PUBLIC LIBRARY (Aubrey Trussell Rm) 301 E 10TH STREET | FERRIS, TX 75125 |
| 8 | FORRESTON BAPTIST FELLOWSHIP HALL (Foyer) 211 SEVENTH ST. | FORRESTON, TX 76041 |
| 9 | HARVEST OF PRAISE (House of Manna Rm) 2603 S HAMPTON RD | GLENN HEIGHTS, 75154 |
| 10 | MT GILEAD BAPTIST CHURCH (Fellowship Hall) 106 HARRIS ST. | ITALY, TX 76651 |
| 11 | FIRST BAPTIST CHURCH-MAYPEARL (Fellowship Hall) 5744 FM 66 | MAYPEARL, TX 76064 |
| 12 | MIDLOTHIAN CHURCH OF CHRIST (Fellowship Hall) 1627 N HWY 67 | MIDLOTHIAN, TX 76065 |
| 13 | MIDLOTHIAN CONFERENCE CTR (Bluebonnet) 1 COMMUNITY CIRCLE DR | MIDLOTHIAN, TX 76065 |
| 14 | MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 | MIDLOTHIAN, TX 76065 |
| 15 | STONEGATE CHURCH (Auditorium) 4025 E US 287 | MIDLOTHIAN, TX 76065 |
| 16 | THE SHEPHERD'S HOUSE (Auditorium) 3221 MOCKINGBIRD LN | MIDLOTHIAN, TX 76065 |
| 17 | MILFORD SENIOR CITIZEN CENTER (Main Rm) 109 S MAIN ST | MILFORD, TX 76670 |
| 18 | GRACE CHURCH OF OVILLA (Flex Rm Bldg B) 519 WESTMORELAND RD | OVILLA, TX 75154 |
| 19 | OVILLA CITY HALL (Council Chambers) 105 S COCKRELL HILL RD | OVILLA, TX 75154 |
| 20 | PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY | PALMER, TX 75152 |
| 21 | EASTRIDGE BAPTIST CHURCH (Family Activity Ctr) 732 E OVILLA RD | RED OAK, TX 75154 |
| 22 | RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY | RED OAK, TX 75154 |
| 23 | GRACE COVENANT CHURCH (Dining Hall) 212 N MAIN ST | RED OAK, TX 75154 |
| 24 | THE COWBOY CHURCH OF ELLIS (Ranch House) 2374 W HIGHWAY 287 BYPASS | WAXAHACHIE, TX 75167 |
| 25 | ELLIS COUNTY WOMANS BUILDING (Davis Hall) 407 W JEFFERSON ST. | WAXAHACHIE, TX 75165 |
| 26 | FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST. | WAXAHACHIE, TX 75165 |
| 27 | FIRST UNITED METHODIST-WAXAHACHIE (Fidelis Hall) 505 W MARVIN AVE | WAXAHACHIE, TX 75165 |
| 28 | PARK MEADOWS BAPTIST CHURCH (Sanctuary) 3350 N HWY 77 | WAXAHACHIE, TX 75165 |
| 29 | SALVATION ARMY OF ELLIS CO. (Fellowship Hall in rear) 620 FARLEY ST. | WAXAHACHIE, TX 75165 |
| 30 | SOUTHLAKE BAPTIST CHURCH (Sanctuary) 2378 S HWY 77 | WAXAHACHIE, TX 75165 |
| 31 | THE AVENUE BAPTIST CHURCH (Cafe Commons) 1761 N HWY 77 | WAXAHACHIE, TX 75165 |

**Estimated Cost for November 8, 2022 Joint General and Special Election
with 8 Political Subdivisions and County**

Item	Estimated Total Invoiced Cost of Election
Election Day Locations	31
Early voting Locations	8
Election Systems & Software (ES&S) Ballots Cost	\$22,000.00
Election Systems & Software (ES&S) Ballot Layout Charges	\$2,300.00
Election Systems & Software (ES&S) Ballot Audio Charges	\$5,400.00
Election Systems & Software (ES&S) Electronic Voting system programing	\$5,300.00
Election Systems & Software (ES&S) Election Day Support	\$4,975.00
Election Systems & Software (ES&S) Absentee Testing and Coding Ballots	\$3,500.00
Newspaper Public Notice of Testing of Electronic Voting System	\$400.00
Newspaper Public Notice of Joint Election	\$4,000.00
Precinct Kits for Early Voting and Election Day: Labels, paper, envelopes, supplies, pens, seals, tape, copies for precinct packets and training packets, signs for posting of state required information at polling place.	\$5,850.00
Rental of County voting equipment DS200 Machines at \$57.50 each	\$2,530.00
Rental of County voting equipment ExpressVote Terminal Marking Device (ADA) at \$33.25 each	\$11,970.00
Movers Transportation of Voting Equipment 8 Early Voting and 31 Election Day locations Dropped off and picked up after election	\$7,775.00
Required Live Streaming Service during Ballot Board and Central Counting Station processes 24/7	\$1,450.00
Rental of facilities for training classes and equipment storage	\$1,800.00
Voting Places Rental Charges	\$3,000.00
Election Day # of Poll workers	260
Election Day: Judges at \$12, Alternate Judges at \$12, Clerks at \$10 31 Polling Location on Election day poll workers, hours on ED, training class, setup, Judge pickup fees \$25	\$58,000.00
Early voting # of Poll workers	190
Early Voting: Judges at \$12, Clerks at \$10 at 8 Early Voting Locations Poll Workers hours, overtime hours, training class, setup, Judge pickup fees \$25, Fica, Medicare	\$48,000.00
Absentee Mail Ballots Request	8000
Cost for Early Voting mail Ballots for postage and materials for each for ballot mailed	\$20,000.00
Early Voting Ballot Board and Cental Counting Station Workers	\$4,500.00
WiFi for Early voting and Election Day Laptops	\$1,200.00
Additional Office Personnel to assist before/during/after the Election and technicians for Early Voting and Election Day, and Election employee accrual overtime hours	\$38,000.00
Technichians Mileage for Early Voting and Election Day Support at polling sites	\$500.00
Estimated Grand Total of Election Expenses	\$252,450
Estimated Cost for County Portion of the Cost	\$212,058
Estimated Cost for Political Subdivisions Portion of Election Expenses	\$40,392
Estimated Cost for Political Subdivisions Election Services Contract 10% Admin Fee	\$4,039
Estimated Total Cost for Political Subdivisions for Joint Election	\$44,431

Political Subdivisions estimated cost of contracting with the Elections Department for November 8, 2022 Joint General and Special Elections (Estimated Cost AFTER Cancellations)

ENTITY	Voters 9/2022	Estimated Cost	80% of Deposit Due
AVALON ISD	544	\$2,500.00	\$2,000.00
BUENA VISTA-BETHEL SUD	5,143	\$4,500.00	\$3,600.00
ENNIS	10,561	\$7,000.00	\$5,600.00
FERRIS ISD (Ellis county portion only) Includes additional requested Early Voting site	5,963	\$10,500.00	\$8,400.00
FRESH WATER DIST 1	190	\$2,500.00	\$2,000.00
GLENN HEIGHTS	3,384	\$4,000.00	\$3,200.00
MILFORD	471	\$2,500.00	\$2,000.00
RED OAK ISD	21,874	\$11,000.00	\$8,800.00

The following Political Subdivisions will be having an Election on November 8, 2022. Entities will be contracting with the Election's Department to conduct their Election.

City of Ennis Special Election voting to adopt or reject one proposed proposition
City of Glenn Heights General Election for the purpose of electing a Mayor and At-Large Council Members Places 2, 4, & 6
City of Glenn Heights Special Election to fill a vacancy for the purpose of electing At-Large Council Member Place 5, Unexpired Term
City of Milford Special Election voting to adopt or reject one proposed proposition
Avalon ISD General Election for the purpose of electing four At-Large Member of Board of Trustees – Vote for 4
Ferris ISD Special Bond Election voting to adopt or reject three proposed propositions
Red Oak ISD Special Bond Election voting to adopt or reject one proposed proposition
Buena Vista-Bethel SUD General Election for the purpose of electing two At-Large Board of Directors – Vote for 2
Ellis County Fresh Water Supply District No. 1 Special Bond Election to adopt or reject two proposed propositions

Las siguientes subdivisiones políticas tendrán elecciones el 8 de Noviembre de 2022. Contratarán con el Departamento de Elecciones para llevar a cabo su Elección.

Ciudad de Ennis elección especial votando para aprobar o rechazar una proposición propuesta
Ciudad de Glenn Heights elección general para elegir alcalde y miembro del consejo lugares 2, 4, y 6
Ciudad de Glenn Heights elección especial para llenar una vacante para miembro del consejo de lugares 5, duración restante del cargo
Ciudad de Milford elección especial votando para aprobar o rechazar una proposición propuesta
Distrito Escolar de Avalon elección general para elegir a Cuatro miembros generales de la junta de regentes - votación para 4
Distrito Escolar de Ferris elección especial de bonos votando para adoptar o rechazar tres proposiciones propuestas
Distrito Escolar de Red Oak elección especial de bonos votando para adoptar o rechazar uno proposiciones propuesta
Buena Vista-Bethel SUD elección general para elegir dos miembros de la Mesa Directiva en general - votación para dos
La elección especial de bonos del Distrito No. 1 de suministro de agua potable del condado de Ellis para adoptar o rechazar dos proposiciones propuestas.

Revised (Revisado) 8/31/2022 Subject to changes (sujeto a cambios)

All races will be vote for one unless noted otherwise. (Todas las carreras votaran por una a menos que se indique lo contrario.)

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. on the second (2nd) and fourth (4th) 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 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

The **deadline** for submitting an agenda request with the supporting information is the **1st and 3rd 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: September 23, 2022

NAME: Brad Norman, Sheriff

PHONE: 972-825-4972 FAX: 972-825-4927

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX

PREFERRED DATE TO BE PLACED ON AGENDA: September 30, 2022

DESCRIPTION OF AGENDA REQUEST: Request approval to move three vehicles from the Sheriff's Office to the following.

One for DA – 2013 Chev Tahoe / VIN #1GNLC2E02DR160706 / Mileage 139,785

Two for Juvenile - 2016 Chev Tahoe / VIN #1GNLCDEC1GR229072 / Mileage 145,049

2016 Chev Tahoe / VIN #1GNLCDEC8GR228601 / Mileage 137,000

When vehicles are surplused funds will be placed in the ECSO Vehicle Fund.

*
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 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

Please fill out this form completely:

DATE: 09.21.2022 SUPPORTING DOCUMENT(S) ATTACHED? **Y** (N)

NAME: Samantha Pickett

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

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 08.31.2021

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

Discussion, consideration, and approval of a Memorandum of Understanding (MOU) with The City of Waxahachie and Ellis County for animal sheltering during disasters. The MOU will provide a framework for both entities to render assistance and services to victims of disaster, as well as other services which cooperation may be mutually beneficial.

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 08.25.2021

*

County Attorney Approval

Ellis County
BRIEFING
Commissioners Court – TBD

Office of Emergency Management - Memorandum of Understanding with The City of Waxahachie

Briefing Date: 8/11/2021

Funding Source: N/A

Originating Department: Office of Emergency Management

Prepared by: Brian Davis, E.M. Specialist

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) seeks to establish a cooperative relationship between Ellis County's – Office of Emergency Management (ECOEM) and the City of Waxahachie. The MOU provides a framework for both entities to render assistance and services to victims of disaster, as well as other services for which cooperation may be mutually beneficial. The effective date is August 15, 2022, through August 15, 2024. The adoption of this multi-year MOU will render the County eligible for disaster assistance for animal purposes.

OPERATIONAL IMPACT:

Ellis County and the City of Waxahachie desire to maintain a relationship in providing emergency sheltering services to the community when affected by disaster. Both parties agree to maintain liaisons, work cooperatively at disaster scenes, and provide transparency by keeping the public informed of their efforts.

FINANCIAL IMPACT:

The MOU does not render either party subject to a financial obligation. Reimbursements to the City of Waxahachie for expenditures during disasters may be contingent upon funds appropriated by the Federal Emergency Management Agency (FEMA). Each entity is separately responsible for establishing its own policies and financing its own activities.

LEGAL IMPACT:

This MOU has been reviewed and approved by _____.

MOTION:

On a motion made by _____, and seconded by _____, the following order will be voted on by the Commissioners Court of Ellis County, State of Texas:

Be it resolved and ordered that the Ellis County Commissioners Court does hereby approve the 2022 Memorandum of Understanding between Ellis County and The City of Waxahachie and authorize the County Judge to sign all documents related to the agreement.

ATTACHMENTS:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT
AND
THE CITY OF WAXAHACHIE**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELLIS COUNTY OFFICE OF EMERGENCY MANAGEMENT AND
THE CITY OF WAXAHACHIE**

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to define a working relationship between Ellis County, Texas on behalf of the Ellis County Office of Emergency Management (“ECOEM”) and the City of Waxahachie, in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation between the Ellis County Office of Emergency Management and the City of Waxahachie in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

The ECOEM and the City of Waxahachie agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any governmental immunities and defenses available to Ellis County or the City of Waxahachie under Texas law. Nothing in the paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

The parties agree that they will, at all times during the Term of this MOU, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each party’s obligations hereunder and in accordance with sound accounting practices. The parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

III. Disasters Covered by this MOU

The Federal Law governing disaster relief, found in Title 42, Chapter 68 of the United States Code defines “emergencies” and “major disasters” as follows:

“**Emergency**” - means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

“Major Disaster” - means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hailstorms, thunderstorms, wildfires, epidemics, and earthquakes. Human-caused disasters which may be intentional or unintentional include disasters such as residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. The City of Waxahachie will respond in such disasters and assist with animal related disaster relief activities including animal sheltering and transport using available resources, at the request of the ECOEM.

IV. The City of Waxahachie Disaster Relief Assistance

The City of Waxahachie emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing shelter and other assistance to address basic animal needs.

The City of Waxahachie’s disaster responses may vary depending upon available resources and the nature and scope of the required response. Available personnel and resources will be deployed at the request of ECOEM.

V. Role of the Office of Emergency Management

ECOEM is responsible for directing and coordinating responses for disasters, emergencies and threat assessment of terrorism.

ECOEM has coalitions with local law enforcement, fire-rescue departments, government entities and appropriate public or private organizations necessary to develop, implement and respond to security and emergency concerns.

VI. Methods of Cooperation

ECOEM recognizes that the City of Waxahachie has resources and capabilities to assist in responding to domestic disasters affecting people and animals. Therefore, ECOEM and the City of Waxahachie desire to maintain a harmonious and cooperative relationship in providing emergency animal sheltering services to the community when it is affected by a disaster. In order that the resources of the City of Waxahachie and the Ellis County Office of Emergency Management are coordinated and used to the fullest advantage in rendering disaster relief, all agencies agree to the following:

A. Maintain close liaison between the City of Waxahachie and the ECOEM by

- conferences, meetings, telephone, facsimile, e-mail, and other means. Each organization agrees to share current relevant data regarding disaster declarations and changes in applicable legislation or regulation
- B. The City of Waxahachie and the ECOEM agree to supply the other with disaster response points of contact on an annual basis.
 - C. Both parties agree to include a representative of the other party in appropriate committees and/or task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
 - D. Both parties will be encouraged to engage in training, educational or developmental opportunities, as appropriate.
 - E. Both parties agree to keep each other informed of disaster and emergency situations, the human and/or animal needs created by the events, and the actions they have taken regarding services delivery to the affected area and victims.
 - F. During a disaster the City of Waxahachie will, as appropriate at the request of ECOEM, provide liaison personnel to the County's Emergency Operations Center or other applicable location during a disaster. ECOEM will provide space and other required support, such as computer, e-mail access and a designated phone line for the City of Waxahachie liaison personnel assigned to the Emergency Operations Center or other applicable location, when possible.
 - G. As appropriate, the City of Waxahachie will provide identifying apparel or badges to wear in any activities performed with this Memorandum of Understanding.
 - H. Both parties and their staff members will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties.
 - I. Recognizing the need for advising the public of the work of both parties, ECOEM and the City of Waxahachie will make every effort, through their public information offices during the time of the disaster, to keep the public informed of their cooperative efforts.
 - J. The ECOEM will not impede the City of Waxahachie's efforts conducting special appeals and campaigns for funds during times of disaster.
 - K. Both parties will encourage mutual participation and coordination of services to the community.
 - L. Both parties agree to display the name, emblem, or trademarks of the City of Waxahachie and ECOEM only in the case of defined projects and only with the prior express written consent of the other parties.
 - M. All parties agree to distribute this MOU within their respective organizations, departments, and administrative offices and encourage cooperation.

VII. Financial Obligation

Signature of this Memorandum of Understanding does not constitute a financial obligation on the part of ECOEM or the City of Waxahachie. Each signatory party is to use and manage its own funds in carrying out the purpose of this Memorandum of Understanding.

VIII. Funds Availability

Reimbursement to the City of Waxahachie for expenditures during a disaster from

the ECOEM may be contingent upon funds appropriated by the Federal Emergency Management Agency as described in the Disaster Assistance Policy DAP9523.19, "Eligible Costs Related to Pet Evacuation and Sheltering." Other portions of grant funds may be contracted to the City of Waxahachie to assist in the completion of tasks related to the responsibilities outlined in this Memorandum of Understanding. It is understood and agreed that any monies allocated for the purposes covered by this Memorandum of Understanding shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available.

IX. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

X. Term and Termination

This MOU is effective as of **August 15, 2022**. It will expire on **August 15, 2024**. Six months prior to expiration, all parties will meet to review the progress and success of the cooperative effort. In connection with such review, all parties may decide to extend this MOU for an additional period of time not exceeding five years, and if so, shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time for any reason or for no reason.

XI. Miscellaneous

A. This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

B. This MOU is expressly made subject to Ellis County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

[Signature Page to Follow]

Ellis County, Texas

NAME: _____

Date: _____

Signature: _____
County Judge

The City of Waxahachie

NAME: _____

Date: _____

Signature: _____



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT
AND
THE CITY OF WAXAHACHIE**

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The parties agree that they will, at all times during the Term of this MOU, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each party’s obligations hereunder and in accordance with sound accounting practices. The parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

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[Signature Page to Follow]

Ellis County, Texas

NAME: _____

Date: _____

Signature: _____
County Judge

The City of Waxahachie

NAME: David Hill

Date: 9-19-22

Signature: David Hill

