

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: October 25, 2022 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: November 1, 2022

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

1. Approval of Commissioners' Court Regular Meeting Minutes from October 18, 2022.
- _____
- _____
- _____
- _____
- _____
- _____

* _____
County Attorney Approval

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – OCTOBER 18, 2022

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, OCTOBER 18, 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. – *RANDY STINSON, COMMISSIONER, PRECINCT 1*

PROCLAMATION:

A PROCLAMATION DECLARING OCTOBER AS FIRE PREVENTION & AWARENESS MONTH IN ELLIS COUNTY. –
TODD LITTLE, COUNTY JUDGE

CONSENT AGENDA: MINUTE ORDER 451.22

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, TREASURER*
- A2 APPROVING COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM SEPTEMBER 30, 2022. –
KRYSTAL VALDEZ, COUNTY CLERK
- A3 ACCEPTING THE DEPARTMENT OF DEVELOPMENT'S MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2022, AS
REQUIRED BY LOCAL GOVERNMENT CODE §114.044. – *ALBERTO MARES, DEVELOPMENT OF DIRECTOR*
- A4 ACCEPTING THE ELLIS COUNTY AG EXTENSION MONTHLY REPORT FOR SEPTEMBER 2022, PURSUANT TO
LOCAL GOVERNMENT CODE §114.044. – *MARK ARNOLD, AGRILIFE EXTENSION SERVICE DIRECTOR*

A5 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 FY2023 LINE ITEM TRANSFER – *RANDY STINSON, COMMISSIONER, PRECINCT 1*
DECREASE 009-0602-570000 (CONTINGENCY-SURPLUS) BY \$249,750.00;
INCREASE 009-0602-508020 (EQUIPMENT) BY \$249,750.00.
- F2 FY2022 BUDGET AMENDMENT – *RANDY STINSON, COMMISSIONER, PRECINCT 1*
ACCEPTING INSURANCE REIMBURSEMENT FROM HARCO NATIONAL INSURANCE IN THE AMOUNT OF \$4,021.25 AND CENTURY CITY STEEL IN THE AMOUNT OF \$4,948.86 AS UNANTICIPATED REVENUE.
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
INCREASE 009-0602-570000 (CONTINGENCY-SURPLUS) BY \$4,021.25.
PURSUANT TO TEXAS LGC §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR.
- F3 APPROVING THE 1ST QUARTERLY PAYMENT OF \$52,139.08 TO THE NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA) FOR FY2023; COUNTY MATCH FUNDS TO BE PAID QUARTERLY. THE TOTAL AMOUNT TO BE PAID OUT FOR FY23 WOULD BE \$208,556.33. FUNDING WILL COME FROM FY2023 MENTAL HEALTH PROVIDER LINE. – *JANET MARTIN, COUNTY AUDITOR*
- F4 APPROVING FOR AN INVOICE IN THE AMOUNT OF \$306.53 DATED 09/02/2021 FOR HOBART SERVICE FOR THE JAIL TO BE PAID OUT OF FY22. – *JANET MARTIN, COUNTY AUDITOR*
- F5 FY2023 BUDGET AMENDMENT – *ESSWORTH HULING IV, VETERANS SERVICES DIRECTOR*
ACCEPTING JUROR DONATIONS TO THE ELLIS COUNTY VETERANS SERVICES OFFICE IN THE AMOUNT OF \$72.00 AS UNANTICIPATED REVENUE. REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
INCREASE 001-0070-506330 (VETERANS SERVICES – JURY DONATIONS) BY \$72.00
PURSUANT TO TEXAS LGC §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR.
- F6 FY2022 LINE ITEM TRANSFER – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*
DECREASE 001-0430-507030 (TELEPHONE) BY \$310.00;
DECREASE 001-0430-508020 (EQUIPMENT) BY \$4.01;
DECREASE 001-0430-508080 (FUEL) BY \$800.00;
DECREASE 001-0430-508150 (UNIFORMS) BY \$11.50;
DECREASE 001-0430-509960 (CONTRACT SERVICES – RADIO AGREEMENT) BY \$769.00;
INCREASE 001-0430-508050 (CONFERENCE) BY \$1,894.51.
- F7 FY2022 LINE ITEM TRANSFER – *CASEY BORDERS, CONSTABLE, PRECINCT 2*
DECREASE 001-0612-508190 (COMPUTER EQUIPMENT) BY \$1,400.00;
DECREASE 001-0612-508010 (SUPPLIES) BY \$820.12;
INCREASE 001-0612-508020 (EQUIPMENT) BY \$2,220.12.
- F8 FY2022 LINE ITEM TRANSFER – *KYLE BUTLER, COMMISSIONER, PRECINCT 4*
DECREASE 012-0755-508070 (OPERATING EXPENDITURES) BY \$28,764.91;
INCREASE 012-0755-509150 (ASPHALT) BY \$28,764.91.

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

(TO AGENDA ITEM 3.2)

NO ACTION (3.2) ANNUAL INTERPRETATION AND UPDATE OF AG EXTENSION PROGRAMS. – *MARK ARNOLD, AGRILIFE EXTENSION SERVICE DIRECTOR*

(TO AGENDA ITEM 3.1)

MINUTE ORDER 452.22 (3.1) **TABLING** TO DECEMBER 13, 2022 REGULAR MEETING. DISCUSSION, CONSIDERATION, AND RECOMMENDATION TO TXDOT REGARDING THE ALIGNMENT OF THE 1387 THOROUGHFARE ROUTE. – *KYLE BUTLER, COMMISSIONER, PRECINCT 4*

PUBLIC PARTICIPATION: (ATTACHED AS “EXHIBIT A”)

BREAK @ 2:19 P.M.

BREAK @ 4:27 P.M.

RECESS TO EXECUTIVE SESSION **5:47 P.M.**

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

RECONVENE TO REGULAR SESSION **5:58 P.M.**

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

MOTION TO TABLE 3.1 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

(TO AGENDA ITEM 3.7)

NO ACTION (3.7) INFORMATIONAL BRIEFING REGARDING THE SMALL BUSINESS LOAN DECLARATION (TEXAS #17622) FOR THE AUGUST 22-25, 2022, LOCALIZED FLOODING. ELLIS COUNTY HOMEOWNERS, RENTERS, BUSINESSES, AND NON-PROFIT ORGANIZATIONS ARE ELIGIBLE FOR LOW INTEREST LOANS FOR PHYSICAL ECONOMIC DAMAGE FROM THE AUGUST 22-25 FLOODING EVENT. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

(TO AGENDA ITEM 3.6)

MINUTE ORDER 453.22 (3.6) APPROVING A MEMORANDUM OF AGREEMENT (MOA) WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS) PROGRAM MANAGEMENT OFFICE AND ELLIS COUNTY FOR THE USE OF ELLIS COUNTY OFFICE OF EMERGENCY MANAGEMENT INTEROPERABLE SYSTEM AND IPAWS OPEN PLATFORM FOR EMERGENCY NETWORKS (IPAWS-OPEN). THE MOA WILL PROVIDE A FRAMEWORK TO ENABLE INFORMATION INTEROPERABILITY ACROSS EMERGENCY ORGANIZATIONS AND SYSTEMS AS INTENDED BY THE FEMA IPAWS PROGRAM. – *SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR*

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

(TO AGENDA ITEM 1.1)

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 454.22 (1.1) APPROVING A PLAT OF BUTLER AND PRUSKI ADDITION NO. 2. THE PROPERTY CONTAINS ± 20.19 ACRES IN THE R. DE LA PENNA SURVEY, ABSTRACT NO. 3, LOCATED ±665 FEET EAST OF THE INTERSECTION OF EASON ROAD AND CHEMLAR ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 1.

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

MINUTE ORDER 455.22 (1.2) APPROVING A REQUEST TO ACCEPT PERFORMANCE BONDS FOR THE PROPOSED ELLIS RANCH ESTATES (PARCEL ID NO. 188955, 215690, AND 234508). THE PROPERTY CONTAINS ± 246.358 ACRES OF LAND IN THE J. PLUNKETT SURVEY – ABSTRACT NO. 826, THE A. SMITH SURVEY – ABSTRACT NO. 1037, AND THE H. SMITH SURVEY – ABSTRACT NO. 1004, LOCATED AT THE NORTH SIDE OF FM 878 ± 5,050 FEET WEST OF THE INTERSECTION OF FM 878 AND RUTHERFORD ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 1.

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

MINUTE ORDER 456.22 (1.3) APPROVING A PLAT OF ANDERSON ACRES. THE PROPERTY CONTAINS ± 10.1106 ACRES IN THE ET BRANCH SURVEY, ABSTRACT NO. 34, LOCATED NORTH OF THE INTERSECTION OF ANDERSON RANCH ROAD AND BILL LEWIS DRIVE, FORRESTON, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 457.22 (1.4) APPROVING WITH CONDITIONS, A REPLAT OF BARTON ACRES, LOTS 1A-1C. THE PROPERTY CONTAINS ± 6.179 ACRES LOCATED NORTHEAST AT THE INTERSECTION OF BARTON ROAD AND W. 1ST STREET, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 458.22 (1.5) APPROVING A PLAT OF CELESTIAL FARM. THE PROPERTY CONTAINS ± 6.910 ACRES IN THE H. HARRIS SURVEY, ABSTRACT NO. 480, LOCATED ON THE WEST SIDE OF BUD RUN ROAD, ± 1,650 FEET NORTH OF THE INTERSECTION OF BUD RUN ROAD AND HOLDER ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 459.22 (1.6) APPROVING A PLAT OF COMPTON ESTATES. THE PROPERTY CONTAINS ± 10.300 ACRES IN THE J. FIFER SURVEY, ABSTRACT NO. 351, LOCATED ON THE WEST SIDE OF COMPTON LANE, ± 1,900 FEET NORTH OF THE INTERSECTION OF COMPTON LANE AND COMPTON ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 460.22 (1.7) APPROVING A REPLAT OF GRANDE CASA RANCHITOS TRACT 17A-17C. THE PROPERTY CONTAINS ± 7.698 ACRES, LOCATED AT THE INTERSECTION OF OLD MAYPEARL ROAD AND GRANDE CASA ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

PUBLIC PARTICIPATION: LARRY WORLOW - OPPOSED

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

MINUTE ORDER 461.22 (1.8) APPROVING A PLAT OF McVICKERS ACRES. THE PROPERTY CONTAINS ± 7.976 ACRES IN THE M. CHEEK SURVEY, ABSTRACT NO. 219, LOCATED ON THE WEST SIDE OF SMITH ROAD, ±500 FEET NORTH OF THE INTERSECTION OF SMITH ROAD AND JACKSON ROAD, MAYPEARL, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 462.22 (1.9) APPROVING A REPLAT OF STARKS ACRES, LOT 1 AR, BLOCK A. THE PROPERTY CONTAINS ± 2.814 ACRES OF LAND LOCATED AT THE INTERSECTION OF FM 66 AND RICHARD ROAD, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

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

MINUTE ORDER 463.22 (1.10) APPROVING WITH CONDITIONS, A PLAT OF THE RANCH AT STONE HILL. THIS PROPERTY CONTAINS ± 125.000 ACRES OF LAND IN THE J. WELLS SURVEY, ABSTRACT NO. 1183; THE J. WOODS SURVEY, ABSTRACT NO. 1144; THE W.M. TURNER SURVEY, ABSTRACT NO. 1093; THE B. BARTON SURVEY, ABSTRACT NO. 138; LOCATED AT THE SOUTH OF THE INTERSECTION OF GREATHOUSE ROAD AND GREATHOUSE CIRCLE, WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 3.

PUBLIC PARTICIPATION: SUSAN SOROS, WAXAHACHIE

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

MINUTE ORDER 464.22 (1.11) ACCEPTING A MAINTENANCE LETTER OF CREDIT FOR SAGEBRUSH ADDITION. THE PROPERTY CONTAINS ± 92.217 ACRES OF LAND LOCATED AT THE INTERSECTION OF

LONGBRANCH ROAD AND HAYES ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD AND BRIDGE PRECINCT No. 4

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

PUBLIC HEARING

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

(1.12) A PUBLIC HEARING TO DISCUSS AMENDING MINUTE ORDER 215.06, THE ORDER REGULATING SCREENING OF CERTAIN OUTDOOR BUSINESSES AND LICENSING & REGULATION OF AUTOMOTIVE SALVAGE & JUNKYARDS, COLLECTIVELY KNOWN AS THE OUTDOOR BUSINESS ORDER, LAST ADOPTED ON JUNE 26, 2006. THE PRIMARY PURPOSE OF THESE AMENDMENTS IS TO PROVIDE UPDATED VISUAL AESTHETIC STANDARDS, DEVELOPMENT REVIEW PROCESS, LICENSING & REVOCATION PROCESS, AND ANY OTHER RELATED ADDITIONS, DELETIONS, AND CHANGES, PROVIDE A CONFLICTS CLAUSE, SEVERABILITY CLAUSE, AND SET AN EFFECTIVE DATE.

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

MINUTE ORDER 465.22 (1.13) APPROVING THE PROPOSED AMENDMENTS WITH CONDITIONS (EXCLUDE METAL WALLS, AND CONTINUING THE REQUIREMENT OF COMMISSIONERS COURT APPROVAL) TO MINUTE ORDER 215.06, THE ORDER REGULATING SCREENING OF CERTAIN OUTDOOR BUSINESSES AND LICENSING & REGULATION OF AUTOMOTIVE SALVAGE & JUNKYARDS, COLLECTIVELY KNOWN AS THE OUTDOOR BUSINESS ORDER, LAST ADOPTED ON JUNE 26, 2006. THE PRIMARY PURPOSE OF THESE AMENDMENTS IS TO PROVIDE UPDATED VISUAL AESTHETIC STANDARDS, DEVELOPMENT REVIEW PROCESS, LICENSING & REVOCATION PROCESS, AND ANY OTHER RELATED ADDITIONS, DELETIONS, AND CHANGES, PROVIDE A CONFLICTS CLAUSE, SEVERABILITY CLAUSE, AND SET AN EFFECTIVE DATE.

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

PUBLIC HEARING

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

(1.14) A PUBLIC HEARING TO DISCUSS AMENDING THE ELLIS COUNTY QUALITY GROWTH INITIATIVES, VOLUME I, SECTION IX (MOBILE/MANUFACTURED HOME & RV PARKS) AND SECTION XXI (DEFINITIONS). THESE AMENDMENTS ARE PRIMARILY DESIGNATED TO UPDATE THE REQUIREMENTS FOR INFRASTRUCTURE DEVELOPMENT PLANS FOR MANUFACTURED/MOBILE HOME & RV PARKS, MULTI-TENANT DEVELOPMENTS, AND ANY OTHER RELATED ADDITIONS, DELETIONS, AND CHANGES, PROVIDE A CONFLICTS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

PUBLIC PARTICIPATION: ZACHARY ZETT, PALMER; JAMES ZETT, PALMER; SUSAN SOROS, WAXAHACHIE

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

MINUTE ORDER 466.22 (1.15) TABLING: CONSIDER AND ACT UPON PROPOSED AMENDMENTS TO THE ELLIS COUNTY QUALITY GROWTH INITIATIVES, VOLUME I, SECTION IX (MOBILE/MANUFACTURED HOME & RV PARKS) AND SECTION XXI (DEFINITIONS). THESE AMENDMENTS ARE PRIMARILY DESIGNATED TO UPDATE THE REQUIREMENTS FOR INFRASTRUCTURE DEVELOPMENT PLANS FOR MANUFACTURED/MOBILE HOME & RV PARKS, MULTI-TENANT DEVELOPMENTS, AND ANY OTHER RELATED ADDITIONS, DELETIONS, AND CHANGES, PROVIDE A CONFLICTS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

PURCHASING

MINUTE ORDER 467.22 (2.1) APPROVING TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAXAHACHIE AND ELLIS COUNTY IN ACCORDANCE WITH THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

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

MINUTE ORDER 468.22 (2.2) APPROVING TO DECLARE THE LISTED ITEMS AS SURPLUS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 263, FOR ROAD AND BRIDGE PRECINCT No. 3: 1996 PETERBILT TRUCK MODEL 379, VIN IXP5DB8X9TD418074; 2014 DODGE 1500 PICK UP, VIN 3C6JRDT3EG190761; 2018 NEW HOLLAND TRACTOR TS6.120, NT00450M; 2011 CASE IH 85C CAB TRACTOR, 2BJB22137; 60" ALAMO TRIMMER HEAD; ALAMO MACHETE; AIR COMPRESSOR; CULVERTS (3 EACH); FLATBEAD TRAILER W/BOBCAT WELDER MOUNTED; TIMBER VST SICKLE BAR; LINCOLN WELDER.

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

MINUTE ORDER 469.22 (2.3) APPROVING (SUBJECT TO LEGAL REVIEW) THE PURCHASE OF BODY CAMERAS FROM AXON ENTERPRISE, INC. USING THE TEXAS ASSOCIATION OF SCHOOL BOARDS BUYBOARD COOPERATIVE CONTRACT NO. 648-21 IN THE AMOUNT OF \$249,561.50 FOR THE JAIL WITH A PAYMENT PLAN OVER 5 YEARS AT \$49,912.30 PER YEAR.

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

MINUTE ORDER 470.22 (2.4) APPROVING TO AWARD RFP-2022-005 DESIGN AND IMPLEMENTATION OF HIGH-SPEED GIGABIT FIBER INTERNET FOR A 5-YEAR CONTRACT WITH AT&T CORPORATION.

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

MINUTE ORDER 471.22 (2.5) APPROVING FOR THE COUNTY JUDGE TO EXECUTE A LEASE AGREEMENT WITH AMERICAN NATIONAL LEASING FOR A 2022 NISSAN ROGUE FOR THE COUNTY ATTORNEY'S OFFICE.

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

MINUTE ORDER 472.22 (2.6) APPROVING TO PURCHASE EQUIPMENT, SUPPLIES, AND SERVICES ON AN AS-NEEDED BASIS USING THE FOLLOWING COOPERATIVE CONTRACTS WITH A LIMIT UP TO \$50,000.00, PURCHASES OVER \$50,000.00, OR USING GRANT FUNDS, WILL REQUIRE COMMISSIONERS COURT APPROVAL: TEXAS ASSOCIATION OF SCHOOL BOARDS BUYBOARD COOPERATIVE CONTRACTS; TIPS COOPERATIVE CONTRACTS; TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR); CHOICE PARTNERS COOPERATIVE CONTRACT; OMNIA PARTNERS CONTRACTS; 1GOVERNMENT PROCUREMENT ALLIANCE; GENERAL SERVICES ADMINISTRATION (GSA); HOUSTON-GALVESTON AREA COUNCIL (H-GAC); SOURCEWELL; TEXAS SMARTBUY; TEXAS MULTIPLE AWARD SCHEDULE PROGRAM (TXMAS).

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

MINUTE ORDER 473.22 (2.7) APPROVING TO ADVERTISE AND SOLICIT FOR A REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR A GRANT WRITER.

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

NO ACTION (2.8) DISCUSSION, CONSIDERATION, AND APPROVAL TO AWARD RFP-2022-024 MOBILE COMMAND VEHICLE TO SIDDONS MARTIN EMERGENCY GROUP, LLC IN THE AMOUNT OF \$2,069,315.00 FOR EMERGENCY MANAGEMENT.

MINUTE ORDER 474.22 (2.9) APPROVING (PENDING LEGAL REVIEW) THE PURCHASE OF PROPRIETARY EQUIPMENT; USE OF INTELLECTUAL PROPERTY AND INTEGRATION SERVICES FROM CML SECURITY FOR UPGRADES TO THE JAIL CONTROL SYSTEMS USING THE APPROVED SOLE SOURCE EXEMPTION (MINUTE ORDER 261.21) IN AN AMOUNT OF \$127,750.00.

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

MINUTE ORDER 475.22 (2.10) APPROVING (PENDING LEGAL REVIEW) THE SCHINDLER MODERNIZATION PROPOSAL TO MODERNIZE ELEVATORS 1 AND 2 AT THE ELLIS COUNTY JAIL IN THE AMOUNT OF \$383,582.00 WITH AUTHORIZATION TO PAY THE TOTAL OF \$383,582.00 OUT OF FUND 018, USING OMNIA COOPERATIVE CONTRACT #R200501 WITH SCHINDLER.

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

(TO AGENDA ITEM 3.3)

ADMINISTRATIVE

MINUTE ORDER 476.22 (3.3) APPROVING THE ENGAGEMENT LETTER FROM GRS CONSULTING, WHO PROVIDE ACTUARIAL SERVICES NECESSARY FOR GASB 75 COMPLIANCE; APPROVAL INCLUDES JUDGE LITTLE SIGNING THE ENGAGEMENT LETTER. – *JANET MARTIN, COUNTY AUDITOR*

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

MINUTE ORDER 477.22 (3.4) APPROVING OF FY2022-2023 PAYROLL CHANGES NECESSARY FOR APPROVED EMPLOYEE RECLASSIFICATIONS THAT WERE INADVERTENTLY OMITTED FROM THE PAGE CONTAINING THE EMPLOYEE CLASSIFICATION LISTS BUT WERE INCLUDED IN THE APPROVED BUDGET. THESE CHARGES ARE TO BE EFFECTIVE OCTOBER 1, 2022. – *JANET MARTIN, COUNTY AUDITOR*

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

MINUTE ORDER 478.22 (3.5) APPROVING TO ADD FOUR (4) TOTAL CASH DRAWERS: TWO (2) PROPERTY TAX AND TWO (2) MOTOR VEHICLE DRAWERS FOR THE BUDGET APPROVED ADDITION OF CLERK II POSITIONS AT THE WAXAHACHIE TAX OFFICE. – *RICHARD ROZIER, TAX ASSESSOR/COLLECTOR*

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

(TO AGENDA ITEM 3.8)

MINUTE ORDER 479.22 (3.8) APPROVING THE COUNTY JUDGE TO SIGN A BOND APPROVAL FOR BAYLOR SCOTT & WHITE IN ACCORDANCE WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. – *TODD LITTLE, COUNTY JUDGE*

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

MINUTE ORDER 480.22 (3.9) APPROVING OF AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE AVALON INDEPENDENT SCHOOL DISTRICT, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

(3.10) APPROVING OF AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF ALMA, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

(3.11) APPROVING OF AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE ENNIS INDEPENDENT SCHOOL DISTRICT, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

(3.12) APPROVING OF AN INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF ENNIS, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

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

MINUTE ORDER 481.22 (3.13) APPROVING TO RENEW THE BURN BAN. – *TIM BIRDWELL, FIRE MARSHAL*

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

RECESS TO EXECUTIVE SESSION 8:40 P.M.

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

EXECUTIVE SESSION

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

- E1 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1) , CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION MATTER CONCERNING AMR CONTRACT.
- E2 PURSUANT TO TEXAS GOVERNMENT CODE §551.072, DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY IF THE DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.
- E3 PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION MATTER(S) CONCERNING NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES (TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT FOR MUNICIPAL WASTEWATER FROM TCEQ AND RELATED TO THE HIGHLAND LAKES MUD AND FM 875 MUD, AND POSSIBLE RETENTION OF COUNSEL TO FILE A CONTEST AND/OR RETENTION OF P3 WORKS.
- E4 PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING CONTEMPLATED LITIGATION RELATED TO THE EYRIE MEADOWS SUBDIVISION AND

SPECIFICALLY, A CLAIM ON THE MAINTENANCE BOND ON THE DEVELOPER, AS WELL AS OTHER INVOLVED IN CONSTRUCTION AND DEVELOPMENT OF THE SUBDIVISION, DUE TO NUMEROUS DRAINAGE ISSUES AS WELL AS CONCRETE ROADS THAT ARE FAILING AND DO NOT MEET THE STANDARDS FOR COUNTY ACCEPTANCE.

RECONVENE TO REGULAR SESSION 9:33 P.M.

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

NO ACTION (3.14) DISCUSSION, CONSIDERATION, AND APPROVAL OF ACTION IN RESPONSE TO BREACH OF CONTRACT AND RELATED ISSUES WITH AMR. – *TIM BIRDWELL, FIRE MARSHAL*

MINUTE ORDER 482.22 (3.15) APPROVING TO HIRE COUNSEL AND/OR RETENTION OF P3 WORKS IN RESPONSE TO THE NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES (TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT FOR MUNICIPAL WASTEWATER FROM TCEQ AND RELATED TO THE HIGHLAND LAKES MUD AND FM 875 MUD. – *TODD LITTLE, COUNTY JUDGE*

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

MINUTE ORDER 483.22 (3.16) APPROVING TO SEEK LEGAL ACTION RELATED TO THE EYRIE MEADOWS SUBDIVISION AND SPECIFICALLY, A CLAIM ON THE MAINTENANCE BOND OF THE DEVELOPER, AS WELL AS OTHERS INVOLVED IN THE CONSTRUCTION AND DEVELOPMENT OF THE SUBDIVISION DUE TO NUMEROUS DRAINAGE ISSUES AS WELL AS CONCRETE ROADS THAT ARE FAILING AND DO NOT MEET STANDARDS FOR COUNTY ACCEPTANCE. – *TODD LITTLE, COUNTY JUDGE*

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

ADJOURNMENT 9:35 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON OCTOBER 18, 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 1ST DAY OF NOVEMBER 2022.

KRYSTAL VALDEZ, COUNTY CLERK

EXHIBIT "A"
ELLIS COUNTY COMMISSIONERS COURT PUBLIC PARTICIPATION LIST
(AGENDA ITEM 3.1)

1. VICKIE DILLOW – WAXAHACHIE
2. TINA KING – WAXAHACHIE
3. KATHLENE LYONS (3 MINUTES YIELDED TO TINA KING) – WAXAHACHIE
4. CHARLES C. KING, JR. – WAXAHACHIE
5. DONNIE LOTZ – WAXAHACHIE
6. AMY LOTZ – WAXAHACHIE
7. JOANNA HASSELL COLE – WAXAHACHIE
8. FAITH WRIGHT (SPEAKING ON BEHALF OF DEREK PETERSON) – WAXAHACHIE
9. CHRIS DILLOW – MIDLOTHIAN
10. TRAVIS HOLT – WAXAHACHIE
11. JULIE MUSGROVE – WAXAHACHIE
12. SARITA HEITMAN – WAXAHACHIE
13. DANIEL SOUTHERLAND – WAXAHACHIE
14. BRANDON REICHENAU – MAYPEARL
15. RONALD RUSSELL – WAXAHACHIE
16. WILLIAM KOONCE – WAXAHACHIE
17. DANTE SMITH – WAXAHACHIE
18. JOY NOACK – WAXAHACHIE
19. JOHN BOSWELL – WAXAHACHIE
20. JENNIFER PETERSON – WAXAHACHIE
21. JEREMY HAZELWOOD – WAXAHACHIE
22. HANNAH SOUTHERLAND – WAXAHACHIE
23. RACHEL ASHCRAFT – WAXAHACHIE
24. FAITH WRIGHT – WAXAHACHIE
25. ARTHUR L. LOWERY – WAXAHACHIE
26. SETH SORENSON – WAXAHACHIE
27. MIKE DILLOW – WAXAHACHIE
28. TIMOTHY O’CONNOR (FORM SUBMITTED, DID NOT SPEAK) - WAXAHACHIE

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: 10/24/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y) N)

NAME: Janet Martin

PHONE: (972) 825-5122 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 11/01/2022

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

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

Present a tabulated report of the county's receipts and disbursements of funds from

September 13,2022 - September 30 2022 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 09/13/2022 - 09/30/2022

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	44,852,695.66	6,476,747.24	(8,343,761.88)	42,985,238.80
2	ROAD IMPROVEMENT FUND	1,616,259.37	3,604.27	-	1,619,863.64
3	ROAD/BRIDGE PCT. 1	1,830,053.63	215,807.98	(129,258.56)	1,916,603.05
4	ROAD/BRIDGE PCT. 2	1,707,395.08	113,542.29	(210,052.67)	1,610,884.70
5	ROAD/BRIDGE PCT. 3	1,091,414.56	48,812.84	(73,033.79)	1,067,193.61
6	ROAD/BRIDGE PCT. 4	1,992,437.64	102,945.17	(127,641.93)	1,967,740.88
7	ADULT PROBATION	1,462,600.52	49,058.59	(111,635.17)	1,367,813.34
8	JUVENILE PROBATION	339,522.96	132,341.52	(245,159.19)	226,705.29
9	F/M PCT. 1	2,504,827.14	180,959.13	(209,622.27)	2,476,164.00
10	F/M PCT. 2	271,492.47	31,097.52	(49,858.16)	252,731.83
11	F/M PCT. 3	813,002.40	167,124.42	(292,439.93)	687,686.89
12	F/M PCT. 4	1,096,805.28	401,367.22	(254,669.25)	1,243,503.25
13	LATERAL ROAD PCT. 1	314,215.44	60,367.97	59,678.16	314,905.25
14	COUNTY & DISTRICT CT TECH	42,246.51	304.00	-	42,550.51
15	JUSTICE COURT TECHNOLOGY FUND	197,289.17	1,489.77	-	198,778.94
16	DC ARCHIVES RECORDS MANAGEMENT	170,900.21	409.95	-	171,310.16
17	JURY	95,220.04	2,529.56	(7,146.05)	79,075.55
18	PERMANENT IMPROVEMENT	2,099,573.28	4,752.26	(162,707.69)	1,941,617.85
19	LAW LIBRARY	960.84	10,422.07	(15,592.22)	(4,209.31)
20	TRUST AND AGENCY FUND	1,177,455.46	-	-	1,177,455.46
21	RECORDS MANAGEMENT	2,036,315.96	30,900.17	(3,750.50)	2,063,465.63
22	CC ARCHIVES RECORDS MANAGEMENT	2,424,919.18	30,465.93	-	2,455,385.11
23	ROW AVAILABLE	462,839.05	963.70	-	463,802.75
24	FIRE MARSHAL SPECIAL FUND	210,065.68	3,944.80	11,330.43	202,680.05
26	DISTRICT COURT RECORDS TECH	228,701.30	594.11	-	229,295.41
27	ROAD DISTRICT #1	962,529.01	2,114.14	-	964,643.15
28	ROAD DISTRICT #5	72,242.75	158.68	-	72,401.43
29	ROAD DISTRICT #16	198,943.95	436.97	-	199,380.92
30	CHECK PROCESSING FEE AC	132,981.22	459.98	-	133,441.20
31	DRUG FORFEITURE FUND	223,668.33	442.97	-	224,111.30
32	GEN RECORD MANAGE/PRESE	669,013.79	8,986.67	-	678,000.46
33	COURTHOUSE SECURITY FUN	367,052.81	9,553.14	-	376,605.95
34	COURT REC. PRESERVATION 51.708	141,866.50	1,440.00	-	143,306.50
36	ELECTIONS ADMIN FEES	28,144.48	53.95	-	28,198.43
38	SERIES 07 INTEREST & SINKING	594,717.62	3,097.32	-	597,814.94
40	SERIES 07 BOND PROJECT	3,024,183.39	6,517.81	-	3,030,701.20
42	SHERIFF FEDERAL DRUG FORFEITURE	475,382.93	26,579.28	-	501,962.21
43	COUNTY CLERK VITALS PRESERVATION	43,746.58	537.00	-	44,283.58
45	ELLIS CO COMM CORRECTIONS	74,078.66	4,153.16	16,616.87	75,103.31
46	SHERIFF SEIZURE FUND	167,134.81	315.15	-	167,449.96
47	SHERIFF DRUG FORFEITURE	411,493.60	903.82	-	412,397.42
48	DISTRICT ATTY DRUG SEIZ	477,975.79	64,217.19	-	542,192.98
50	CIVIL SUPERVISION FEES	160,885.29	675.06	(1,502.19)	155,843.17
53	COURT FACILITY FEES	7,200.00	580.00	-	7,780.00
56	CONSTABLE PCT #2 FORFEITURE	1,434.62	2.84	-	1,437.46
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	47,602.27	1,221.38	-	48,823.65
63	AMERICAN RESCUE PLAN	35,460,227.68	76,887.08	-	35,537,114.76
65	CSCD HIGH RISK CASELOAD	(9,099.78)	-	-	(9,099.78)
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	96,423.49	6,332.00	(56,724.14)	46,031.35
68	VEHICLE REPLACEMENT FUND	(111,697.28)	-	76,127.00	(187,824.28)
71	TREASURERS HELD PROPERTY	1,381.02	2.74	-	1,383.76
72	ELLIS COUNTY LEVEE #2	416,785.07	14,475.85	27,400.00	403,860.92
73	ELLIS COUNTY LEVEE #3	310,867.75	586.18	-	311,453.93
74	ELLIS COUNTY LEVEE #4	7,932.88	-	-	7,948.60
75	JUVENILE PROBATION FEES	78,518.71	-	-	78,518.71
125	CONSTABLE PCT 1 LOOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LOOSE FUNDS	640.43	-	-	640.43
127	CONSTABLE PCT 3 LOOSE FUNDS	596.91	-	-	596.91
128	CONSTABLE PCT 4 LOOSE FUNDS	267.45	-	-	267.45
129	SHERIFF LOOSE FUNDS	3,017.74	710.00	149.00	3,578.74
130	DISTRICT ATTY LOOSE FUNDS	26.10	8.59	37.50	(2.81)
131	LANGUAGE ACCESS FUND	1,989.00	585.00	-	2,574.00
		113,579,545.68	8,302,586.43	(10,103,216.63)	111,361,345.83

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet Martin

PHONE: (972) 825-5122 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: County Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 11/01/2022

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

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

Present a tabulated report of the county's receipts and disbursements of funds from

October 1, 2022 - October 20, 2022 pursuant to Local Government Code §114.024

* _____
County Attorney Approval

Trial Balance for Ellis County

From 10/01/2022 - 10/20/2022

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	42,985,238.80	2,106,667.73	(6,141,468.81)	38,950,437.72
2	ROAD IMPROVEMENT FUND	1,619,863.64	-	(195,801.60)	1,424,062.04
3	ROAD/BRIDGE PCT. 1	1,916,603.05	35,545.16	(67,573.37)	1,884,574.84
4	ROAD/BRIDGE PCT. 2	1,610,884.70	36,488.02	(70,516.09)	1,576,856.63
5	ROAD/BRIDGE PCT. 3	1,067,193.61	111,797.45	(85,082.33)	1,093,908.73
6	ROAD/BRIDGE PCT. 4	1,967,740.88	37,867.94	(104,573.26)	1,901,035.56
7	ADULT PROBATION	1,367,813.34	150,544.81	(89,378.01)	1,428,980.14
8	JUVENILE PROBATION	226,705.29	233,130.64	(258,176.05)	201,659.88
9	F/M PCT. 1	2,476,164.00	47,229.31	(64,709.19)	2,458,684.12
10	F/M PCT. 2	252,731.83	55.98	(80,994.33)	171,793.48
11	F/M PCT. 3	687,686.89	-	(81,592.04)	606,094.85
12	F/M PCT. 4	1,243,503.25	22,319.19	(297,264.89)	968,557.55
13	LATERAL ROAD PCT. 1	314,905.25	59,182.50	-	374,087.75
14	COUNTY & DISTRICT CT TECH	42,550.51	156.00	-	42,706.51
15	JUSTICE COURT TECHNOLOGY FUND	198,778.94	920.02	-	199,698.96
16	DC ARCHIVES RECORDS MANAGEMENT	171,310.16	55.00	-	171,365.16
17	JURY	79,075.55	2,061.05	(12,075.69)	69,060.91
18	PERMANENT IMPROVEMENT	1,941,617.85	-	(176,766.81)	1,764,851.04
19	LAW LIBRARY	(4,209.31)	8,712.74	(7,012.51)	(2,509.08)
20	TRUST AND AGENCY FUND	1,177,455.46	-	-	1,177,455.46
21	RECORDS MANAGEMENT	2,063,465.63	23,118.51	(12,039.56)	2,074,544.58
22	CC ARCHIVES RECORDS MANAGEMENT	2,455,385.11	22,360.00	(46,924.95)	2,430,820.16
23	ROW AVAILABLE	463,802.75	-	-	463,802.75
24	FIRE MARSHAL SPECIAL FUND	202,680.05	3,234.92	481.42	205,433.55
26	DISTRICT COURT RECORDS TECH	229,295.41	110.00	-	229,405.41
27	ROAD DISTRICT #1	964,643.15	-	-	964,643.15
28	ROAD DISTRICT #5	72,401.43	-	57,222.00	15,179.43
29	ROAD DISTRICT #16	199,380.92	-	-	199,380.92
30	CHECK PROCESSING FEE AC	133,441.20	-	-	133,441.20
31	DRUG FORFEITURE FUND	224,111.30	2,702.16	-	226,813.46
32	GEN RECORD MANAGE/PRESE	678,000.46	6,161.00	-	684,161.46
33	COURTHOUSE SECURITY FUN	376,605.95	7,414.21	-	384,020.16
34	COURT REC. PRESERVATION 51.708	143,306.50	850.00	-	144,156.50
36	ELECTIONS ADMIN FEES	28,198.43	1,240.00	-	29,438.43
38	SERIES 07 INTEREST & SINKING	597,814.94	-	86,215.59	511,599.35
40	SERIES 07 BOND PROJECT	3,030,701.20	-	3,395.00	3,027,306.20
42	SHERIFF FEDERAL DRUG FORFEITURE	501,962.21	-	-	501,962.21
43	COUNTY CLERK VITALS PRESERVATION	44,283.58	516.00	-	44,799.58
45	ELLIS CO COMM CORRECTIONS	75,103.31	4,046.15	11,804.91	67,344.55
46	SHERIFF SEIZURE FUND	167,449.96	-	-	167,449.96
47	SHERIFF DRUG FORFEITURE	412,397.42	8,443.41	-	420,840.83
48	DISTRICT ATTY DRUG SEIZ	542,192.98	-	10,329.49	531,863.49
50	CIVIL SUPERVISION FEES	155,843.17	7,019.82	(1,099.87)	161,763.12
53	COURT FACILITY FEES	7,780.00	220.00	-	8,000.00
56	CONSTABLE PCT #2 FORFEITURE	1,437.46	-	-	1,437.46
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	48,823.65	1,031.64	-	49,855.29
63	AMERICAN RESCUE PLAN	35,537,114.76	-	-	35,537,114.76
65	CSCD HIGH RISK CASELOAD	(9,099.78)	-	-	(9,099.78)
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	46,031.35	111,168.59	(33,462.14)	123,737.80
68	VEHICLE REPLACEMENT FUND	(187,824.28)	-	-	(187,824.28)
71	TREASURERS HELD PROPERTY	1,383.76	-	-	1,383.76
72	ELLIS COUNTY LEVEE #2	403,860.92	18,000.00	56,000.00	365,860.92
73	ELLIS COUNTY LEVEE #3	311,453.93	-	-	311,453.93
74	ELLIS COUNTY LEVEE #4	7,948.60	-	-	7,948.60
75	JUVENILE PROBATION FEES	78,518.71	-	-	78,518.71
125	CONSTABLE PCT 1 LOESE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LOESE FUNDS	640.43	-	-	640.43
127	CONSTABLE PCT 3 LOESE FUNDS	596.91	-	-	596.91
128	CONSTABLE PCT 4 LOESE FUNDS	267.45	-	-	267.45
129	SHERIFF LOESE FUNDS	3,578.74	-	2,015.00	1,563.74
130	DISTRICT ATTY LOESE FUNDS	(2.81)	-	-	(2.81)
131	LANGUAGE ACCESS FUND	2,574.00	649.13	-	3,223.13
		111,361,345.83	3,071,019.08	(7,599,048.09)	106,378,390.00

F.1

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/18/22 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: 11/1/22

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

Invoice for BMY Certified Public Accountants. Examination 9/30/21. To be paid out of FY22 Budget.

Invoice #233464 in the amount of \$9,250.00

* _____
County Attorney Approval

BMV
 Certified Public Accountants
 P O Box 203
 Stephenville, TX 76401

Phone: (254) 965-7321

E-mail: kfisher@bmy-cpa.com

Web: www.bmy-cpa.com

Ellis County
 101 W Main Street
 Waxahachie, TX 75165

RECEIVED
OCT 13 2022
COUNTY JUDGE

Invoice: 233464 ✓

Date: 06/30/2022 ✓

ID: 98020

For professional service rendered as follows:

Assurance Services- Compliance Letter Examination 9/30/21

9,250.00

PAST DUE

Account is now 30+ days past due, as payment was "due upon receipt" of services and invoice. Please call Katy @254-965-7321, to make payment by credit card/debit card, over the phone. Checks should be made payable to "BMV".

Thank you.

Received 188
OCT 14 2022
Ellis County Auditor

Billed Time & Expenses

\$9,250.00

Invoice Total

\$9,250.00

[Signature] ✓ 10/13/22
 County Judge Date

PO: 22-000912
 Line: 001-0140-508250

E.D. 9/30/22

<u>06/30/2022</u>	<u>05/31/2022</u>	<u>04/30/2022</u>	<u>03/31/2022</u>	<u>02/28/2022+</u>	<u>Total</u>
9,250.00	0.00	0.00	38,500.00	0.00	\$47,750.00

Please return this portion with payment.

Invoice: 233464

ID: 98020
 Ellis County

Date: 06/30/2022

Mastercard or Visa: _____ Exp Date: _____

Card #: _____ V Code: _____

Amount Enclosed: \$ _____

Signature: _____

Due Upon Receipt



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

Official Receipt

Receipt Number:
R2022-02363

Receipt Date

10/14/2022

Received From: TARRANT COUNTY DA

Comments: 9/21/2022 RESTITUTION DUE COUNTY: ██████████

Description	Account #	Amount
DEPOSIT TOTAL		\$65,559.98
RESTITUTION	001-0010-406190	65559.98

Check 205861	\$65,559.98	Total Amount	\$65,559.98
		Total paid	\$65,559.98
		Change	\$0.00

Issued By: LHartley *LH* Batch: B10142022-00216



SHAREN WILSON
Criminal District Attorney
Tarrant County

RECEIVED

OCT 11 2022

ELLIS COUNTY TREASURER

October 3, 2022

Ellis County
Attn: Honorable Cheryl Chambers
101 W Main St Ste 203
Waxahachie, TX 75165

Dear Sir or Madam,

The Criminal District Attorney's Office of Tarrant County, Texas was successful in pursuing your criminal case.

Please find the enclosed restitution check for your hot check submitted to our office.

Should you have any questions or concerns about this restitution, please do not hesitate to contact our office at 817-884-1615.

Respectfully,

Sharen Wilson
Criminal District Attorney
Tarrant County, Texas

Faint, illegible text in the top left corner, possibly a header or address block.

Faint, illegible text in the top right corner, possibly a date or reference number.

Faint, illegible text in the middle left section.

Faint, illegible text in the middle right section.

CONFIDENTIAL

Large block of extremely faint and illegible text at the bottom of the page, possibly a main body of a letter or report.



SHAREN WILSON
CRIMINAL DISTRICT ATTORNEY
CASE FINANCIALS
401 W. BELKNAP
FORT WORTH, TEXAS 76186-0201

UNITED STATES POSTAL SERVICE
CERTIFIED MAIL



9489 0090 0027 6063 4816 53

US POSTAGE
\$ 006.57⁰

RECEIVED

OCT 11 2022

ELLIS COUNTY TREASURER

75165-041053



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 P.M. on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: 10/24/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet S. Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 11/1/2022

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

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

Accept Cities Readiness Initiative Grant Reimbursement for August 2022, in the amount of \$6,116.71 as Unanticipated Revenue

Pursuant to Texas Local Government Code §111.0108, unanticipated revenue certified by County Auditor.

* _____
County Attorney Approval



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

Official Receipt
Receipt Number: R2022-02381
Receipt Date 10/18/2022

Received From: TEXAS COMPTROLLER - DSHS

Comments: AUG2022 CITIES READINESS INITIATIVE REIMBURSEMENT

Description	Account #	Amount
DEPOSIT TOTAL		\$6,116.71
CITIES READINESS INITIATIVE GRANT	001-0010-409350	6116.71

Check	\$6,116.71	Total Amount	\$6,116.71
145635847		Total paid	\$6,116.71
		Change	\$0.00

Issued By: LHartley  **Batch:** B10182022-00218

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	DOCUMENT	INVOICE AMOUNT
1208400001AUG22	09/21/2022	REIMBURSEMENT CPS/CRI	90199047	6,116.71

RECEIVED

OCT 17 2022

ISSUE DATE: 10/13/2022
PAYEE NUMBER: LXXXXX09353 MAIL CODE: 003
PAYEE NAME: ELLIS COUNTY

ELLIS COUNTY TREASURER
WARRANT TOTAL: \$6,116.71
WARRANT NUMBER: 145635847

— NON-NEGOTIABLE —

For questions about this payment or to sign up for Direct Deposit, please contact your paying agency:

DEPARTMENT OF STATE HEALTH SERVICES 512-458-7215

WOULD YOU LIKE TO VIEW:

- Your state payments on a Comptroller web application?
- Payment remittance information, payment history and download a report?
- The phone number and contact information of the paying agency?
- Receive email alerts when a state payment is issued to you?

This information is available on the SEARCH STATE PAYMENTS ISSUED (SSPI) website. Go to COMPTRROLLER.TEXAS.GOV, click on 'web file eSystems Login' below the 'Business Center' panel. See a short video 'How to Navigate eSystems Home Page' by clicking the 'About' tab, then 'Video Library' under 'News and Media.'

Also consider enrolling in direct deposit. It's easy, fast and secure. Contact the paying agency named on this payment stub to sign up.

Printed by Texas Comptroller of Public Accounts
(512) 936-8138 or www.TexasPayeeResources.org

▼ Detach here before depositing ▼



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

OCTOBER 14, 2022

TREASURY WARRANT NO.

145635847

101322 LXXXXX09353 003 0 537 90199047
PAYING AGENCY 512-458-7215 DEPARTMENT OF STATE HEALTH SERVICES

Pay SIX THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND 71/100 \$ 6,116.71

To ELLIS COUNTY
101 W MAIN ST STE 203
WAXAHACHIE, TX 75165-0410

Glenn Hegar
Comptroller of Public Accounts

VOID AFTER 08/31/2025

⑈ 304⑈ ⑆ 114900164⑆ ⑈ 145635847⑈

TEXAS IDENTIFICATION NUMBER: 17560009353

=====
MAIL CODE: 003
ELLIS COUNTY
101 W MAIN ST STE 203
WAXAHACHIE, TX, 75165-0410
=====

AGENCY: 537 - DEPARTMENT OF STATE HEALTH SERVICES
PAYMENT ISSUE DATE: 2022-10-13
PAYMENT NUMBER: 145635847
PAYMENT TYPE: WT
CONSOLIDATED PAYMENT AMOUNT:6116.71
CONSOLIDATED PAYMENT INTEREST:0.00

INVOICE NUMBER: 1208400001AUG22
INVOICE DESCRIPTION: REIMBURSEMENT CPS/CRI
DOCUMENT NUMBER: 90199047
INVOICE AMOUNT: 6,116.71
INVOICE INTEREST: 0.00



10/17/2022 02:35:11 PM

You are logged in as:
Texas Identification Number: 17560009353 Cheryl Chambers cheryl.chambers@co.ellis.tx.us (972) 825-5127 IP: 204.64.105.152
System Tools
<ul style="list-style-type: none"> • Sign up for Advanced Payment Notifications Emails <input checked="" type="checkbox"/> • Paying Agency Contact List • Back to eSystems Menu
Public Payment Resources
<ul style="list-style-type: none"> • State Vendor Payment Resources • Where the Money Goes • Open Records Division

Payment Information

Tips:

* Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17560009353	003	145635847	WT	537	6116.71

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
90199047	1208400001AUG22	REIMBURSEMENT CPS/CRI	6,116.71	0.00

[New Payment Search](#)

[Back](#)

[texas.gov](#) | [Texas Records and Information Locator \(TRAIL\)](#) | [State Link Policy](#) | [Texas Homeland Security](#) | [Texas Veterans Portal](#)
Glenn Hegar, Texas Comptroller • [Home](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

Payment Number	Issue Date	Payment Type	Paying Agency	Payment Amount	Interest Amount
145635847	2022-10-13	WT	537 DEPARTMENT OF STATE HEALTH SERVICES	6,116.71	0.00
Total:				6,116.71	

Mail Code	Total
003	6,116.71
Total:	6,116.71

[New Payment Search](#) [View Reported State Debt](#)

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: 10/25/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet Martin

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 11/1/2022

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

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

DECREASE 001-0140-570000 - CONTINGENCY-SURPLUS BY \$32,427.34

INCREASE 001-0385-506010 - MILEAGE REIMBURSEMENT BY \$50.00, 001-0385-507030 TELEPHONE BY \$294.50

001-0385-508010 SUPPLIES BY \$4,097.82, 001-0385-508020 EQUIPMENT BY \$734.87, 001-0385-508030 FURNITURE/FIXTURES

BY \$750.00, 001-0385-508060 OFFICIAL BOND/DUES BY \$310.00, 001-0385-508190 COMPUTER EQUIPMENT BY \$2,000.00

001-0385-508320 VISITING JUDGE BY \$10,000.00, 001-0385-508330 EXTRA COURT REPORTER BY \$6,000.00, 001-0385-508350 STAFF TRAINING BY \$1,700.00

001-0385-508680 CONTRACT SERVICES BY \$2,043.15, 001-0385-508820 BOOKS BY \$2,400.00, 001-0385-508880 COMPUTER SOFTWARE BY \$2,047.00

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR

2023

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2023 Budget as follows

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-570000	CONTINGENCY - SURPLUS	\$32,427.34
	TOTAL:	\$32,427.34

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0385-506010	MILEAGE REIMBURSEMENT	\$50.00
001-0385-507030	TELEPHONE	\$294.50
001-0385-508010	SUPPLIES	\$4,097.82
001-0385-508020	EQUIPMENT	\$734.87
001-0385-508030	FURNITURE/FIXTURES	\$750.00
001-0385-508060	OFFICIAL BOND/DUES	\$310.00
001-0385-508190	COMPUTER EQUIPMENT	\$2,000.00
001-0385-508320	VISITING JUDGE	\$10,000.00
001-0385-508330	EXTRA COURT REPORTERS	\$6,000.00
001-0385-508350	STAFF TRAINING	\$1,700.00
001-0385-508680	CONTRACT SERVICES	\$2,043.15
001-0385-508820	BOOKS	\$2,400.00
001-0385-508880	COMPUTER SOFTWARE	\$2,047.00
	TOTAL:	\$32,427.34

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:

Spai R Pan

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: 10/24/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Lane Grayson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner Pct 2

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 11/1/2022

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

**** CONSENT AGENDA - FINANCIAL ** FY2022**

LINE ITEM TRANSFER - FY2022 BUDGET

DECREASE 010-0653-508020 FM2 Equipment by \$1,120.00

INCREASE 010-0653-509070 FM2 Tires by \$1,120.00

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/11/22 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Mark Arnold

PHONE: 972-825-5175 FAX: _____

DEPARTMENT OR ASSOCIATION: Texas A&M AgriLife Extension Service, Ellis County

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

PREFERRED DATE TO BE PLACED ON AGENDA: 11/1/22

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

****CONSENT AGENDA FINANCIAL**** Fy 2022

DECREASE 001-0050-505020 BY \$3100.00

INCREASE 001-0050-508010 BY \$600.00-INCREASE 001-0050-508050 BY \$400.00-INCREASE 001-0050-508430 BY \$2000.00 -INCREASE 001-0050-508680 BY \$100.00

* _____
County Attorney Approval

F.7

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: 10/25/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Safaa Cloud

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Law Library

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 11/1/2022

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

**** CONSENT AGENDA - FINANCIAL ** FY2022**

DECREASE 019-0919-507990 Copier Maint/Supplies by \$2,400.00

INCREASE 019-0919-508680 Contract Labor by \$2,400.00

* _____
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. 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: 10.25.2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Judge Todd Little

PHONE: 972-825-5011 FAX: 972-825-5012

DEPARTMENT OR ASSOCIATION: Ellis County Judge

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: Nov ember01, 2022

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

Decrease \$1,894.51 from 001-0140-570000 (Contingencies/Surplus to Increase \$1,894.51 to 001-0430-508050 (Conference), Ellis County Judge Todd Little

Todd Little, Ellis County Judge

10.25.2022

*

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-2022-2023-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: _____ 10/26/22 _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____ JANET MARTIN _____

PHONE: _____ (972) 825-5120 _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____ AUDITOR _____

ADDRESS: _____ 101 W MAIN ST _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____ 11/01/22 _____

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

- Additional Microsoft Office 365 licenses requested due to hiring additional staff. SHI \$22,102.50
 - Remote Support software. Solid Border-Beyond Trust \$5,871.00
 - Additional licenses requested due to the hiring of additional staff. Solid Border-Palo Alto Networks \$7,557.00
 - Annual license renewal for the access control system. Caruth Protection Services \$4,726.25
- Total amount: \$40,256.76

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2022-2023

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2022-2023 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-505580	CONTINGENCIES/RESERVE	\$ 40,256.76
	TOTAL:	\$ 40,256.76

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0035-508680	CONTRACT SERVICES	\$ 40,256.76
	TOTAL:	\$ 40,256.76


Signature

10/28/2022
Date

Ellis County Judge
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:





Pricing Proposal
 Quotation #: 22494765
 Reference #: EA# 59872627
 Created On: 9/12/2022
 Valid Until: 10/31/2022

TX-County of Ellis

Jeff Sale

TX 75165
 United States
 Phone:
 Fax:
 Email: Jeff.Sale@co.ellis.tx.us

Microsoft Inside Account Manager

Shaina Walker

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 732-868-6191
 Fax:
 Email: Shaina_Walker@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 10/1/2022 – 11/30/2024 Note: 25 months	30	\$736.75	\$22,102.50
		Subtotal	\$22,102.50
		Shipping	\$0.00
		Total	\$22,102.50

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

solid border

Network Security Reseller

TO Ellis County
 Jeff Sales
 109 South Jackson
 Waxahachie, TX 75165
 (972) 825-5018
 jeff.sale@co.ellis.tx.us

DATE 10/24/2022
 QUOTE 61510-RR

CONTACT Traci Thurwalker
 800.213.8175 x803 toll-free
 281.543.9214 office
 traci@solidborder.com

PLEASE SEND PURCHASE ORDER
 BY EMAIL orders@solidborder.com
 BY FAX 800.887.9974



PREMIER SECURITY PARTNER

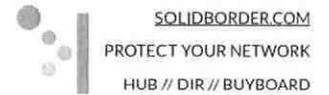
ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	RSU-CLOUD	BeyondTrust Remote Support Concurrent User Cloud <i>Support to Run 12/01/2022 through 11/30/2023</i>	3	\$2,330.00	\$1,957.00	\$5,871.00



STATE CONTRACT DIR-CPO-4444
 Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	\$5,871.00
SALES TAX (8.25%)	\$0.00
TOTAL	\$5,871.00

QUOTE EXPIRES 11/3/2022
 PAYMENT TERMS 30 days
 Credit cards not accepted
 EMPLOYER ID # EIN # 33-1009121
 REMIT TO SOLID BORDER, INC
 1806 TURNMILL ST
 SAN ANTONIO, TX 78248



solid border

Network Security Reseller

TO Ellis County
 Teral Crawford
 109 South Jackson
 Waxahachie, TX 75165
 (972) 825-5018
 teral.crawford@co.ellis.tx.us

DATE 9/7/2022
 QUOTE 61537-RR

CONTACT Traci Thurwalker
 800.213.8175 x803 toll-free
 281.543.9214 office
 traci@solidborder.com

PLEASE SEND PURCHASE ORDER

BY EMAIL orders@solidborder.com
 BY FAX 800.887.9974



PREMIER SECURITY PARTNER

ITEM SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1 PAN-XDR-PRVT	Palo Alto Networks : Cortex XDR Prevent, includes 30 days of alerts retention and standard success For SN: 0220980000003320 <i>Support to Run 09/15/2022 through 01/09/2025</i>	150	\$92.85	\$50.38	\$7,557.00



STATE CONTRACT DIR-TSO-4365
 Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	\$7,557.00
SALES TAX (8.25%)	\$0.00
TOTAL	\$7,557.00

QUOTE EXPIRES 10/7/2022
 PAYMENT TERMS 30 days
 Credit cards not accepted
 EMPLOYER ID # EIN # 33-1009121
 REMIT TO SOLID BORDER, INC
 1806 TURNMILL ST
 SAN ANTONIO, TX 78248



SOLIDBORDER.COM
 PROTECT YOUR NETWORK
 HUB // DIR // BUYBOARD



2611 N. Beltline Rd., Suite 113
 Sunnyvale, TX 75182
 PH: 214.919.2231
 FAX: 214.919.2998

SCR-G-2582654 ACR-2557244 ECR-2565522 B15797701

7/8/2022

Customer: Ellis County Court House
Address: 101 W Main St
 Waxahachie, TX 75165

Contact: Jocelyn King
Phone: 972-972-5037
Email: jocelyn.king@co.ellis.tx.us

Project Location: Ellis County Court House
 101 W Main St
 Waxahachie, TX 75165

Caruth Protection Services, LLC is pleased to offer the following scope of work for the Project Location listed above based on the specifications provided.

Support for S2 License identifier: 0C6D4BCC-AABB079C-8EC940C6-090AA3BF-EB6DCDE7
 Support will expire on 8-31-23

	QTY	MATERIAL	TOTAL MATERIAL
S2 SUPPORT 8-30-22-8-31-23	1	\$ 4,726.25	\$ 4,726.25

TOTAL MATERIAL \$ **4,726.25**
TOTAL LESS TAX \$ **4,726.25**
TOTAL WITH TAX \$ **4,726.25**

Exclusions and Clarifications:

- Work to be performed Monday-Friday 8:00 AM to 5:00 PM.
- Our proposal does not include anything not listed in the scope of work.
- Our proposal does not include cellular, IP or radio communicators for monitoring purposes.
- Our proposal does not include networking with any other access control panels.
- Conduit, back boxes, all 120vac electrical by others.
- Racks by others.
- Cable tray by others.
- Our Proposal does not include monitors, switches, patch panels, or UPS.
- Electrical power is to be Provided by others.
- Customer will provide all Caruth employees with proper access to the project work site.
- Return trips for operational verification of other vendors equipment will be at billable rates should there be no fault found with the current work being performed.

Any questions or comments, please contact me at 469-471-5315 or at ccharland@caruthps.com. You may authorize us to perform the above work by signing the approval below. Quote is valid for 30 days or until revoked. Please forward tax exemption forms with this approved proposal if applicable.

Sincerely,
Chad Charland

The Terms & Conditions attached hereto are incorporated fully into this Scope of Work and, together with the Scope of Work, constitute the Agreement described in the Terms & Conditions.
Accepted and agreed to on behalf of Customer by:

Signature: _____ Date: _____ P.O. #: _____

Printed Name: _____ Title: _____

Terms & Conditions

1. EFFECT OF SIGNATURE

By signing this Agreement, the person signing on behalf of Customer represents and agrees that s/he has the authority to bind Customer to these Terms & Conditions (together with the Scope of Work, the "Agreement"), and that the Agreement is a legally binding contract between Caruth Protection Services, LLC ("Caruth") and Customer. The Agreement is effective as of the date of Customer's signature herein (the "Effective Date"). This Agreement is the only agreement between Customer and Caruth (the "Parties"), incorporates and supersedes any representation made to Customer regarding any Product and/or Service, may only be amended in writing signed by an authorized representative of Caruth, and may not be assigned by Customer without Caruth's written consent. Any attempted assignment by Customer in violation of this paragraph shall be null and void. Caruth may assign this Agreement in whole or in part with written notice to Customer. Customer further represents and agrees that the execution of this Agreement does not violate the terms of any other contract, lease, or agreement with any other person or party. In the event Customer requires a purchase order, invoice, or other contract regarding any Product or Service, the terms of this Agreement shall control to the extent of any conflict.

2. SCOPE OF WORK

Customer agrees that Caruth's obligation hereunder shall be limited to providing the Products and/or Services set forth in the Scope of Work section on the first page of this Agreement (the "Scope of Work") pursuant to the terms hereof. Customer further agrees that the Exclusions and Clarifications section on the first page of this Agreement is provided for convenience only, and that Caruth is not required to provide any good or service other than the Products and Services listed in the Scope of Work, and then only pursuant to the terms of this Agreement. Except to the extent the Scope of Work explicitly requires Caruth to deliver a written certification that Caruth's written work product (a "Deliverable") complies with applicable law, including regulatory standards, Customer understands and agrees that no Deliverable or verbal statement provided by Caruth is intended to be or shall be relied upon as a professional or engineering analysis, diagnostic survey, recommendation, or certificate of compliance or noncompliance. Customer understands and agrees that Customer alone is responsible for determining whether an engineering or other professional analysis of any Deliverable, Product, or Service is advisable and for securing the same. To the extent any oral or written communications between Caruth and Customer involve possible design or installation flaws or code compliance violations, unless expressly stated to the contrary in the Scope of Work, Customer agrees that it will not rely upon any such communications in any way and that it will not suggest, advise, or encourage any third party to rely on such communication in any way or for any reason. Unless expressly stated to the contrary in the Scope of Work, NOTHING IN THIS AGREEMENT IS TO BE CONSTRUED AS REQUIRING CARUTH TO DISCOVER OR REVEAL DESIGN/INSTALLATION FLAWS OR CODE COMPLIANCE VIOLATIONS.

3. DISCLAIMER OF WARRANTIES: LIMITATION OF CARUTH'S LIABILITY

Customer understands and agrees that all Services, Products, and Deliverables are provided 'AS-IS' AND, TO THE FULLEST EXTENT ALLOWED BY LAW, CARUTH HEREBY DISCLAIMS ANY AND ALL WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Caruth hereby assigns to Customer any manufacturer warranty applicable to any Product purchased by Customer, and CUSTOMER AGREES THAT ANY SUCH MANUFACTURER WARRANTY SHALL BE CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY CLAIM, CAUSE OF ACTION, LOSS, OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO THE AGREEMENT OR ANY PRODUCT, SERVICE, OR DELIVERABLE (the "CLAIMS"). In the event a court of competent jurisdiction determines that the foregoing limitation of liability is invalid, voidable, or unenforceable to any extent or for any reason, Customer agrees that CARUTH'S LIABILITY FOR ANY CLAIM SHALL BE LIMITED TO THE TOTAL SUM ACTUALLY AND TIMELY PAID BY CUSTOMER PURSUANT TO THE AGREEMENT. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS AND DEFENSES AFFORDED UNDER ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE.

Without limiting the foregoing, IN NO EVENT SHALL CARUTH BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ANY ECONOMIC DAMAGE OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF CUSTOMER'S PROPERTY, LOST PROFITS, OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.

4. TRANSFER OF TITLE

If no installation Service is included in the Scope of Work, title to and risk of loss of any Product shall transfer to Customer upon the later of timely payment of the Cost or shipment of the Product to Customer. If the sale of Products and installation Services are included in this Agreement, title to and risk of loss of such Products shall transfer to Customer upon the later of timely payment of the Cost or installation of the Product, except that in the event Caruth installs any Product before the Cost has been timely paid in full, title to such Product shall transfer to Customer only upon timely payment of the Cost and Caruth shall retain a vendor's lien in all such Products and may peaceably repossess them in the event Customer fails to timely pay the Cost. Customer shall reasonably cooperate with Caruth's efforts, if any, to document or perfect such lien. In the event Customer pays the Cost in full before a Product is installed, title to the Product shall transfer to Customer at the earlier of the time the Product is delivered or installation commences.

5. PAYMENT

Customer shall pay the Cost in full no later than 30 days from the date of Customer's signature on the Agreement (the "Effective Date"). Customer's timely payment of all amounts due under the Agreement, including the Cost, is a condition precedent to Caruth's duty to perform any Service or provide any Product or Deliverable. In the event Caruth elects, as an accommodation to Customer, to begin work before all amounts owed have been timely paid, Caruth may immediately stop work, remove all installed Products from Customer's premises, and terminate the Agreement as of the earlier of (1) Customer's notice to Caruth in any form that Customer cannot or will not timely pay all amounts owed, or (2) the 31st day after the Effective Date. Any term of the Agreement notwithstanding, Caruth may, in its sole discretion, elect not to begin work or to stop work until all amounts owed by Customer are timely paid in full.

6. UNFORESEEN COSTS

In the event the cost of any Product, Service, or Deliverable increases, or the scope of work required to perform a Service or install a Product increase after the Effective Date for any reason outside the reasonable control of Caruth, the Cost shall increase accordingly, and Caruth shall submit an invoice to Customer detailing the increased Cost, which invoice shall be due and payable within 30 days of delivery. Caruth may, at its option, suspend any action under this Agreement until such increased Cost is paid in full.

7. DELAYS

In the event Caruth's performance of any obligation imposed hereunder is delayed or rendered impossible, impractical, or inadvisable in Caruth's sole discretion as a result of an act of God, act or omission of Customer (including its customers, employees, or representatives) or its contractors or subcontractors, act of civil or military authorities, government law or regulation, fire, flood, epidemic, pandemic, public health control order, war, riot, strike, labor disruption, accident, damage to machinery or equipment, disruption to supply chain or manufacturing facility, transportation delay, or any other cause beyond the reasonable control of Caruth, whether or not similar to the foregoing, Caruth may in its sole discretion delay or suspend performance of any obligation imposed by this Agreement until such condition abates or terminate the Agreement without further liability to Customer. If Caruth terminates the Agreement pursuant to this paragraph, that portion of the Cost attributable to Services already performed or Products already ordered shall be immediately due and payable on demand.

8. SITE FACILITIES AND CONDITIONS

Customer shall ensure that the Project Location is ready for Caruth to perform any Services under this Agreement as of the earlier of the date Caruth estimates its work will begin or five business days after the Effective Date. Customer shall furnish all necessary facilities for performance of the Services by Caruth, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if needed, and all necessary permits. Where wet pipe system is inspected/tested, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Caruth is not responsible for loss, damage, or delay due to the character or condition of the Project Location or any component thereof, including without limitation any foundations, walls, or other structures not erected by Caruth, nor for any property damage or personal injury resulting from piping, wiring, fixtures, or other equipment or conditions, excavation in the area, or water pressure. All shoring or protection of foundations, walls, or other structures subject which may be affected by any excavation required to be performed in connection with the Services or installation of any Product shall be the responsibility of Customer unless otherwise specified in the Scope of Work. Customer represents and warrants the sufficiency of the structure to support any Products installed or Services performed by Caruth, and to facilitate the safe performance of any Services. Before Caruth is scheduled to commence any work under this Agreement, Customer shall ensure that the Project Location is ready for the performance of any Services or installation of any Product which is the subject of the Agreement, including, but not limited to, other materials, floor or suitable working base, connections, and facilities. In the event Customer fails to strictly comply with this paragraph, Customer shall reimburse Caruth for any and all expenses caused by such failure upon demand. Caruth is not obligated to commence any work if the Project Location is not ready to receive such Products or Services, in Caruth's sole discretion.

9. DELAYS CAUSED BY OTHER TRADES

Customer shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) whose work may affect or is a prerequisite to Caruth's performance of Services or installation of Products, and Customer shall be responsible on demand for additional costs incurred by Caruth in connection with any interference caused by such other trades.

10. TIME LIMITATION FOR CLAIMS

CUSTOMER MUST ASSERT ANY CLAIM AGAINST CARUTH WITHIN ONE YEAR OF THE DATE SUCH CLAIM ACCRUES, OR SUCH CLAIM IS WAIVED. It is the intent of the parties hereto to shorten the statute of limitations for any such Claim by Customer against Caruth to the fullest extent allowed by applicable law.

11. CARUTH NOT AN INSURER OF SAFETY

Notwithstanding anything to the contrary in this Agreement, Customer agrees that (1) Caruth is not an insurer of Customer, persons working or otherwise present at Customer's premises, or Customer's property; (2) it is Customer's responsibility to obtain adequate insurance covering Customer, persons present at Customer's premises, and the contents of Customer's premises; (3) Caruth's charges are based on the deterrence and other value of the Products, Services, and Deliverables and Caruth's limited liability under this Agreement, and are not based on the value of Customer's property or premises or the potential extent or severity of personal injury to any affected persons; and (4) the Products and Services may not always operate as intended for various reasons, including Caruth's failure or other cause. Caruth cannot predict the potential amount, extent, or severity of any damages or injuries that may be incurred by Customer or other persons which could be caused by the failure of the Products or Services to work as intended. As such, Customer agrees that the limits on Caruth's liability herein and the waivers and indemnities set forth herein are a fair allocation of risks and liabilities, and that Customer will look solely to its insurer for financial protection from any risks and liabilities.

12. INDEMNITY

Customer hereby agrees that it will indemnify, defend, and hold Caruth and its employees, agents, representatives, contractors, and subcontractors (collectively, "Indemnitees") harmless from and against any and all Claims, INCLUDING WITHOUT LIMITATION ANY CLAIM ASSERTING THE NEGLIGENCE OF ANY INDEMNITEE. Customer's indemnity obligation shall apply without regard to the measure of damages involved and shall apply without limitation to Claims for actual, consequential, special, and exemplary damages, and to any cost, expense, attorney's fees, costs of court, litigation expenses, or other financial loss of any kind Caruth suffers as a result of a Claim.

13. CHOICE OF LAW AND VENUE

This Agreement and any Claim arising out of or related to this Agreement or any Product, Service, or Deliverable shall be interpreted pursuant to the laws of the State of Texas without reference to any choice of law principles, and exclusive venue for any such Claim shall lie in a state or federal district court sitting in Dallas County, Texas.

14. INSURANCE

Customer represents and agrees that it has, or will obtain, commercial general liability insurance, including product and completed operations coverage, with coverage of at least \$1,000,000.00 per occurrence, and which applies to any work performed by Caruth. Such policy or policies of insurance must name Caruth as an Additional Insured. Customer must provide evidence of such insurance coverage upon request by Caruth.

15. SEVERABILITY

In the event a court of competent jurisdiction determines that any term of this Agreement is invalid, voidable, or unenforceable for any reason, such term shall be severed herefrom and the remainder of the Agreement shall remain in full force and effect.

16. NOTICES

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be in writing to the addresses and the persons stated in the Agreement and shall be deemed given when delivered by personal delivery or deposited in the US mail with proper postage and address.

17. CONFIDENTIAL INFORMATION

Caruth agrees to regard and preserve as confidential all Deliverables or other information regarding Caruth's Products or Services that may be provided or developed as a result of the Agreement (the "Confidential Information"). Customer agrees to hold all Confidential Information in trust and confidence for Caruth and not to disclose such information to any person, firm, or enterprise, or use (directly or indirectly) any Confidential Information for its own benefit or the benefit of any other party, unless specifically authorized by Caruth in writing or as required and only to the extent required by law. If Customer discloses Confidential Information to its employees, it shall do so only on a "need to know" basis, after advising such employees of the confidential and proprietary nature of the Confidential Information and of the restrictions imposed by this Agreement, and after securing such employee's written confirmation to abide by the terms of this Agreement with respect to protecting Confidential Information. All Deliverables and Confidential Information prepared in connection with the Agreement and all tangible and intangible rights therein shall belong exclusively to Caruth.

18. TERMINATION

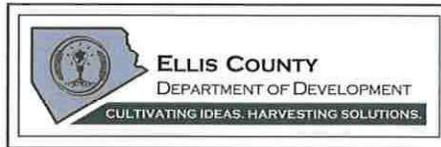
Caruth may terminate this Agreement on written notice to and without further liability to Customer, and may retain all amounts previously paid hereunder, if (1) Customer breaches any term of this Agreement; (2) Customer or its contractors or subcontractors interfere with Caruth's performance of the Agreement; (3) if any property of Caruth on Customer's premises is damaged, attached, subjected to a lien, or seized by process of law; or (4) Customer becomes insolvent or seeks relief under any bankruptcy law before the Cost is paid in full. Additionally, Caruth may terminate this Agreement on 30 days' written notice to Customer for any reason or no reason, but in that event shall return to Customer any paid but unused portion of the funds owed under this Agreement.

19. INSTALLATION OF PRODUCTS SOLD BY OTHERS; INSTALLATION OF CARUTH PRODUCTS BY OTHERS

If the Scope of Work is limited to the sale of Products to be installed by anyone other than Caruth, Customer understands and agrees that Caruth's obligations to Customer are limited to and shall terminate and be satisfied upon the shipment of such Products to Customer, and Customer hereby WAIVES, RELEASES, AND ACQUITS CARUTH OF ANY CLAIM ARISING FROM ANY ALLEGED FAILURE OF SUCH PRODUCTS OR THE INSTALLATION THEREOF. If the Scope of Work is limited to installation Services for equipment or goods purchased from or provided by anyone other than Caruth, Customer understands and agrees that Caruth's obligations to Customer are limited to and shall terminate and be satisfied upon Caruth's installation of such equipment or other goods at the Project Location. Customer hereby WAIVES, RELEASES, AND ACQUITS CARUTH OF ANY CLAIM ARISING FROM ANY ALLEGED DESIGN OR MANUFACTURING DEFECT OF SUCH EQUIPMENT OR OTHER GOODS, OR THE ALLEGED FAILURE THEREOF.

20. NO THIRD PARTY BENEFICIARIES

There are no intended third-party beneficiaries to this Agreement. In the event Customer is not the owner or occupier of the Project Location and/or the intended end user of the Products or Services, Customer represents that it acts as an agent for the owner, occupier, and/or end user, and it is the specific intent of the parties to this Agreement that Caruth be saved, held harmless, and defended by Customer from and against any Claim by any such owner, occupier, or end user arising from or relating to this Agreement or any Product or Service.



**Department of Development Agenda Items
Ellis County Commissioners' Court -
Tuesday, November 1, 2022
2:00 PM**

AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action to release maintenance bonds and accept infrastructure for Legacy Estates Phase 2. The property contains ± 69.510 acres of land located at the west side of FM 664 ± 2,000 feet north of Bob White Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: November 1, 2022



AGENDA ITEM NO. 1.1
Legacy Estates Phase 2 MB Release & accept infrastructure – Pct. No. 4

CASE TYPE:

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

IDENTIFYING LANDMARK:

Legacy Estates Phase 2

APPLICANT(S):

JH Development

ATTACHMENTS:

- 1) Draft Order with a copy of maintenance bond & 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

AGENDA CAPTION:

Discussion, consideration, and action to release maintenance bonds and accept infrastructure for Legacy Estates Phase 2. The property contains ± 69.510 acres of land located at the west side of FM 664 ± 2,000 feet north of Bob White Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road & Bridge Precinct No. 4.

EXECUTIVE SUMMARY:

- The Commissioners' Court approved this plat on October 22, 2019, for 53 residential lots.
- The Commissioners' Court approved the following maintenance bond on December 3, 2019, 2020:
 - Maintenance Bond No. PB 02484500029M in the amount of three hundred seven thousand, seven hundred fifty-eight dollars and sixty-eight cents (\$307,758.68) for Legacy Estates Phase 2.
- The applicant requests that the County release Maintenance Bond No. PB 02484500029M in the amount of three hundred seven thousand, seven hundred fifty-eight dollars and sixty-eight cents (\$307,758.68) for Legacy Estates Phase 2, issued by Philadelphia Indemnity Insurance Company and accept the infrastructure for the Legacy Estates Phase 2 subdivision.
- The County inspected the infrastructure in this subdivision & it is built to County standards & meets all the County's requirements.

FINAL ANALYSIS:

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

- 1) **Approve** this request to release Maintenance Bond No. PB 02484500029M in the amount of three hundred seven thousand, seven hundred fifty-eight dollars and sixty-eight cents (\$307,758.68) for Legacy Estates Phase 2.

- 2) **Accept** the infrastructure within Legacy Estates Phase 2 into the County's public road system.

Roads located in Legacy Estates Phase 2 include:

- Clayton Drive (± 1,292 feet)
- Reveille Run Road (± 541.44 feet)

- Stonewall Drive (± 837.50 feet)
- Bandera Drive (± 1,064 feet)
- Palmer Lane (± 1,118.50 feet)
- Friendship Lane (± 299.06 feet)

COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____

On this the 1st day of November 2022, the Commissioners' Court of Ellis County, Texas, convened in a regular session of said court on the 2nd Floor of the Ellis County Historic Courthouse located at 101 West Main Street, Waxahachie, Texas, with the following members present, to wit:

COUNTY JUDGE:

Judge Todd Little

COMMISSIONERS:

Randy Stinson, Commissioner, Pct. 1 Paul Perry, Commissioner, Pct. 3
 Lane Grayson, Commissioner, Pct. 2 Kyle Butler, Commissioner, Pct. 4

AND AMONG OTHER PROCEEDINGS, THE FOLLOWING ORDER WAS PASSED AS FOLLOWS:

AN ORDER OF THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, RELEASING MAINTENANCE BONDS FOR LEGACY ESTATES PHASE 2 AND ACCEPTING ITS INFRASTRUCTURE. THE PROPERTY CONTAINS ± 69.510 ACRES OF LAND IN THE MARY POWERS SURVEY, ABSTRACT NO. 843 AND THE WILLIAM M.C. BINGHAM SURVEY, ABSTRACT NO. 151 LOCATED AT THE WEST SIDE OF FM 664 ± 2,000 FEET NORTH OF BOB WHITE ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF MIDLOTHIAN, ROAD & 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, "Volume I –Development Standards," Section VII (C) (7) (i) states, "At the end of the two (2) year period, the owner/developer may request to the County Commissioners' Court for acceptance and maintenance of such infrastructure. The release of any bond shall only be by Order of the Commissioners' Court";

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

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

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

SECTION 1. RELEASE OF MAINTENANCE BOND

The Commissioners' Court finds all infrastructure constructed within Legacy 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 (C) (5) (6) of the adopted Development Regulations.

SECTION 2. ACCEPTANCE OF INFRASTRUCTURE

The Commissioners' Court accepts the roads and related infrastructure constructed in Legacy Estates Phase 2 into the County's Road System. The roads located within this subdivision include:

- Clayton Drive (± 1,292 feet)
- Reveille Run Road (± 541.44 feet)
- Stonewall Drive (± 837.50 feet)
- Bandera Drive (± 1,064 feet)
- Palmer Lane (± 1,118.50 feet)
- Friendship Lane (± 299.06 feet)

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE.

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

PASSED, APPROVED, AND ADOPTED IN OPEN COURT BY THE COMMISSIONERS' COURT OF ELLIS COUNTY, TEXAS, ON THIS THE 1ST DAY OF NOVEMBER 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

FORM NO. 1-0020-000042101

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JHDMC, LLC as Principal(s), and the Philadelphia Indemnity Insurance Company, a corporation existing under the laws of the State of Pennsylvania 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 Three Hundred Seven Thousand Seven Hundred Fifty Eight and 00/100 Dollars (USD) (\$ 307,758.68), 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 19th day of November, 20 19.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on the this 19th day of June, 20 18 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, Legacy Estates Phase 2, to the satisfaction of the Ellis County Department of Development.

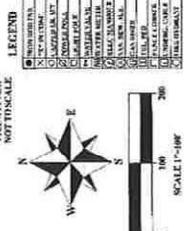
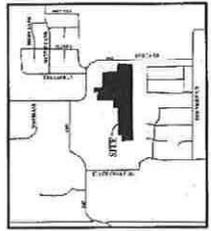
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from November 19, 2019 the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

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

JHDMC, LLC
PRINCIPAL(S)
X: [Signature]
Chap G. Boyer
PRINTED NAME
CEO
TITLE

Philadelphia Indemnity Insurance Company
SURETY
X: [Signature]
Kari Fumerola
PRINTED NAME
Attorney-in-Fact
TITLE

ORIGINAL FILED
H.L.C.



ALL LOTS SHOWN IN THIS PLAN ARE PLASTIC CAP MARKED "H.L.C." UNLESS OTHERWISE NOTED

LOT	ACRES	DATE
1	1.00	11/17/2011
2	1.00	11/17/2011
3	1.00	11/17/2011
4	1.00	11/17/2011
5	1.00	11/17/2011
6	1.00	11/17/2011
7	1.00	11/17/2011
8	1.00	11/17/2011
9	1.00	11/17/2011
10	1.00	11/17/2011
11	1.00	11/17/2011
12	1.00	11/17/2011
13	1.00	11/17/2011
14	1.00	11/17/2011
15	1.00	11/17/2011
16	1.00	11/17/2011
17	1.00	11/17/2011
18	1.00	11/17/2011
19	1.00	11/17/2011
20	1.00	11/17/2011
21	1.00	11/17/2011
22	1.00	11/17/2011

FINAL PLAN
OF
**LOTS 1-8, BLOCK 1;
LOTS 11-17, BLOCK 2;
LOTS 1, 8-12, BLOCK 6;
LOTS 1-12, 19-23, BLOCK 7;
LOTS 1-15, BLOCK 8;
LEGACY ESTATES
PHASE 2
69.510 ACRES**

AN ADDITION TO ELLIS COUNTY, TEXAS, AND
EIT OF MID/OATHAN, ELLIS COUNTY, TEXAS, AND
BEING SITUATED IN THE WILLIAM POWERS SURVEY,
ABSTRACT NO. 84A, THE WILLIAM M.C. BINGHAM
SURVEY, ABSTRACT NO. 151, ELLIS COUNTY,
TEXAS.

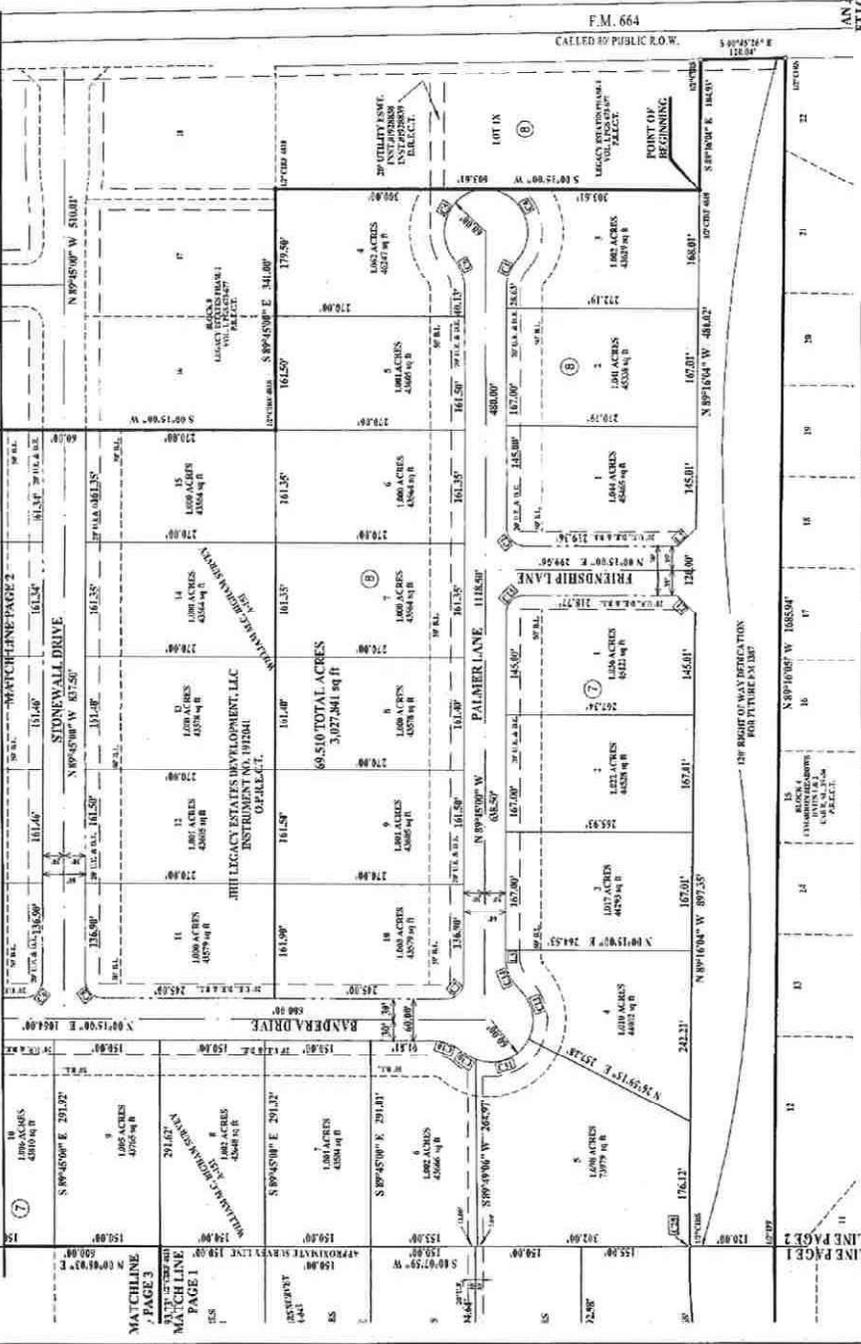
56 RESIDENTIAL LOTS
DATE: OCTOBER 1, 2019

SURVEYOR
WHITEFIELD-BALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
1001 W. WILSON ST., SUITE 100
DALLAS, TEXAS 75214
(214) 343-1111
WWW.WHITEFIELDBALLSURVEYORS.COM

ENGINEER
PAPE DAWSON ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
1001 W. WILSON ST., SUITE 100
DALLAS, TEXAS 75214
(214) 343-1111
WWW.PAPE-DAWSON.COM

OWNER
JH DEVELOPMENT
1001 W. WILSON ST., SUITE 100
DALLAS, TEXAS 75214
(214) 343-1111
WWW.JHDEVELOPMENT.COM

THIS PLAN RECORDED IN CABINET _____ PAGE _____ DATE _____ 2019 JOB NO. 15497



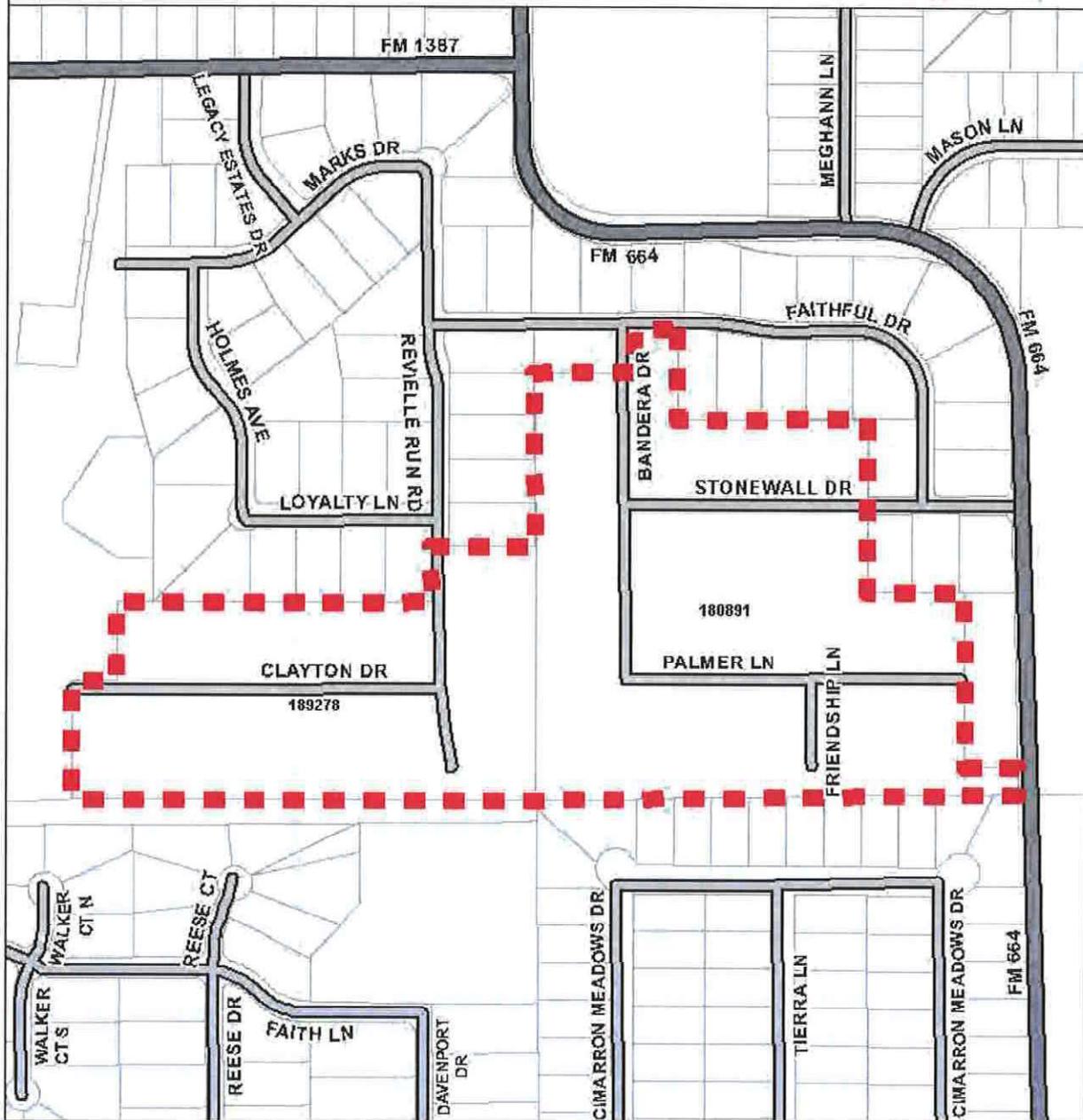
15' RIGHT OF WAY DEVIATION FOR FUTURE EXIST.

Lot	Area	Acres	Ch. Desc.	Ch. Desc.
1	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
2	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
3	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
4	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
5	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
6	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
7	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
8	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
9	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
10	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
11	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
12	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
13	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
14	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
15	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
16	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
17	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
18	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
19	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
20	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
21	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>
22	1.00	1.00	N 89°45'00\"/>	N 89°45'00\"/>

NOTES:
1. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE RECORDS OF THE PUBLIC RECORDS OF THE TEXAS DEPARTMENT OF INFORMATION REPORT TO W.A.S. MAP
2. ALL LOTS SHOWN IN THIS SURVEY ARE PLASTIC CAP MARKED "H.L.C." UNLESS OTHERWISE NOTED.
3. ALL INFORMATION IS FOR INFORMATION ONLY. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES.

Name: **LEGACY ESTATES**
 Case Number:
 Parcel ID: **180891, 189278**

Department of Development
 Case Location Map
 Date Printed: **10/14/2019**



Legend

- PARCELS
- CITY
- Major Roads
- Minor Roads
- Other Roads



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 or 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 #202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Unit: Foot US

95 2507 01 22 435211 Au:hr:rebecca.charles © 2019 © 2019 © 2019 Date Printed: 10/14/2019 0:30:15 Maps/Template/1816: County Layout/11 0 0 100 © Case: Location.mxd

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: October 19, 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: November 1, 2022

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

Discussion, consideration and approval to renew the Boiler Maintenance Service Agreement with American Mechanical Services using Buy Board Contract No. 657-21 for, a two-year period.

Sheriff/Jail

*

County Attorney Approval



Bid / Proposal # 657-21

Boiler Maintenance Sheriff's Office & Jail

Will be expiring on November 30, 2022

Renewal Effective Dates

December 1, 2022 through November 30, 2024

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5118.

American Mechanical Services

Sam P. Murray Date 9/28/22

Authorized Representative

Date _____
Todd Little, County Judge

Date _____
County Clerk, Attest

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: October 19, 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: November 1, 2022

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

Discussion, consideration and approval to purchase a 2017 Bomag BW213DH 84-inch Single Smooth Drum Roller in an amount of \$67,200.00 from R.B. Everett & Company for Road & Bridge Precinct 1 using the BuyBoard Cooperative Contract number 597-019. Paid from line item 003-0601-508020.

Road & Bridge Precinct 1 – Commissioner Randy Stinson



*

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

Please fill out this form completely:

DATE: October 19, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing: **Consent Agenda**

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

PREFERRED DATE TO BE PLACED ON AGENDA: **November 1, 2022**

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

Discussion consideration and approval for the County Judge to execute an order form with Thompson Reuters for West Proflex Service, for a(3) year term, for the Law Library.

* _____
County Attorney Approval



THOMSON REUTERS

Order Form

Order ID: Q-03050651

Contact your representative daron.grefthen@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000282721
ELLIS COUNTY
LAW LIBRARY
109 S JACKSON ST
WAXAHACHIE TX 75165-3745 US

"Customer"

Shipping Address

Account #: 1000282721
ELLIS COUNTY
LAW LIBRARY
109 S JACKSON ST
WAXAHACHIE TX 75165-3745 US

Billing Address

Account #: 1000282721
ELLIS COUNTY
LAW LIBRARY
109 S JACKSON ST
WAXAHACHIE, TX 75165-3745
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,494.82	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice.

We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-03050651

Signature of Authorized Representative for order

Title

Printed Name

Date



Attachment

Order ID: Q-03050651

Contact your representative daron.grefthen@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000282721

Order Confirmation Contact (#28)

Contact Name: Cloud, Safaa
Email: safaa.cloud@co.ellis.tx.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Safaa Cloud
Email safaa.cloud@co.ellis.tx.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000282721	ELLIS COUNTY	109 S JACKSON ST WAXAHACHIE TX 75165-3745 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
6	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
6	Attorneys	42566958	Gvt - WLAG O'Connor's (WestlawPRO™)
6	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Safaa	Cloud	safaa.cloud@co.ellis.tx.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$1,494.82	5.00	\$1569.56	5.00	\$1648.04	N/A	SN/A	N/A	SN/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Authorized West Publishing Representative

Signature: Charles B. Mikesell

Printed Name: Charles B. Mikesell

Title: SCM Consultant

Date: 10/17/2022

**Addendum to Order Form Q-03050651**Subscriber: Ellis County LibraryAccount #: 1000282721

1. The Order Form and its governing terms and conditions, (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form ("West" or "Contractor"), is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to the Agreement.** The following provisions are added to the Agreement:

- 2.1 By executing this Agreement, Service Provider verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEX. GOV'T. CODE 2271.002.
- 2.2 By executing this Agreement, Service Provider verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in §2252.152 of the TEXAS GOVERNMENT CODE. TEX. GOV'T. CODE §2252.152.
- 2.3 **Venue.** This Agreement will be governed by and construed according to the laws of the State of Texas. Any claim by one of us may be brought in the state or federal courts in Texas. TEX. CIV. PRAC. & REM. CODE §15.015.
- 2.4 **Open Records.** To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect.
- 2.5 **Statute of Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, TEXAS CIVIL PRACTICE AND REMEDIES CODE §16.070, as amended, and any provision to the contrary is hereby deleted.
- 2.6 **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Ellis County cannot enter into an Agreement whereby Ellis County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Article XI § 7; Tex. Att'y Gen. Op. DM-467; Tex. Att'y Gen. Op. GA-0176.
- 2.7 **Respondeat Superior.** Ellis County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.
- 2.8 **Assignment.** Service Provider may only assign this Agreement unless in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with its Property.
- 2.9 **Payment.** Payment for goods and services under this contract shall comply with Chapter 2251 of the TEXAS GOVERNMENT CODE, also known as the Texas Prompt Payment Act.

- 2.10 **Relationship of Parties.** The relationship between the Parties is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.
- 2.11 **Child Support Arrearages.** Under Section 231.006, Family Code, the Service Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate
- 2.12 **No Waiver.** In no event, shall any payment made by Ellis County or any act or omission of the Ellis County constitute or be construed in any way to be a waiver by the Ellis County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to the Ellis County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of the Ellis County may waive the effect of this provision.
- 2.13 **Governmental Immunity.** This Agreement is expressly made subject to Ellis County's Sovereign Immunity, Title 5 – Governmental Liability of the TEXAS CIVIL PRACTICE AND REMEDIES CODE.
- 2.14 **Force Majeure.** Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Subscriber

Charles B. Mikesell

Signed _____

Accepted By Charles B. Mikesell

Name (please print) _____

Title SCM Consultant

Title _____

Date 10/17/2022

Date _____

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: October 25, 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: November 1, 2022

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

Approval to cancel RFB-2022-024 bid for a Mobile Command Vehicle.

*

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: October 24, 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: November 1, 2022

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

Consideration, discussion and approval to renew the lease's for a copier for the Justice of the Peace PCT 2, County Court at Law # 1, 40th District Court and Sheriff's Office from Xerox using the Omnia Partners Cooperative Contract Number R191104 in accordance with the Cooperative Purchasing Program, Chapter 271 of the Texas Government Code.

* _____
County Attorney Approval

Lease Agreement



Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS
 JP, PCT2
 HIGHWAY 35 E STE 1
 701 S INTERSTATE
 WAXAHACHIE, TX 75165-4720

Install: COUNTY OF ELLIS
 JP, PCT2
 HIGHWAY 35 E STE 1
 701 S INTERSTATE
 WAXAHACHIE, TX 75165-4720

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	C8155H2 (XEROX C8155H2) - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8055 S/N 8TB561841 Trade-In as of Payment 60	11/4/2022

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8155H2	\$202.78	1: Black and White Impressions 2: Color Impressions	1 - 20,000 20,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$202.78	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Todd Little, County Judge Phone: (972)825-5117</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and Cari Williams (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Lease Agreement



Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS
 FL 3 CCL1
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
 FL 3
 109 S JACKSON ST
 WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox C8045 S/N 8TB589152 Trade-In as of Payment 52	11/4/2022

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8145H2	\$190.13	1: Black and White Impressions 2: Color Impressions	1 - 15,000 15,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$190.13	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Todd Little, County Judge Phone: (972)825-5117</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>Cari Williams (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8145H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Lease Agreement



Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS
40TH DISTRICT COURT
FL 3
109 S JACKSON ST
WAXAHACHIE, TX 75165-3745

Install: COUNTY OF ELLIS
40TH DISTRICT COURT
FL 3
109 S JACKSON ST
WAXAHACHIE, TX 75165-3745

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	C8135H2 (XEROX C8135H2) - 1 Line Fax - Office Finisher - 2/3 Hole Punch - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8035 S/N 3TX406678 Trade-In as of Payment 47	11/4/2022

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8135H2	\$166.25	1: Black and White Impressions 2: Color Impressions	1 - 5,000 5,001+ All Prints	Included \$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$166.25	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page. Signer: Todd Little, County Judge Signature: _____	Phone: (972)825-5117 Date: _____	Thank You for your business! This Agreement is proudly presented by Xerox and Cari Williams (903)675-3464 For information on your Xerox Account, go to www.xerox.com/AccountManagement
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Terms and Conditions

INTRODUCTION:

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GOVERNMENT TERMS:

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SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8135H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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Financial Information

7. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. C8135H2	- Refinance of Xerox Agreement	\$161.00	10%	\$34.84

Lease Agreement



Customer: ELLIS, COUNTY OF

BillTo: COUNTY OF ELLIS
SHERIFFS DEPT
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

Install: COUNTY OF ELLIS
SHERIFFS DEPT
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8155H2 (XEROX C8155H2)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox C8055 S/N 8TB602755 Trade-In as of Payment 48	11/4/2022
2. C8155H2 (XEROX C8155H2)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox C8055 S/N 8TB602955 Trade-In as of Payment 48	11/4/2022

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. C8155H2	\$202.78	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.</p> <p>Signer: Todd Little, County Judge Phone: (972)825-5117</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>Cari Williams (903)675-3464</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Lease Agreement



Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. C8155H2	\$202.78	1: Black and White Impressions	1 - 20,000 20,001+	Included \$0.0056	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$405.56	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

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SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

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5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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: October 24, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (YES)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

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

Discussion, consideration, and approval to purchase annual VEMACS Support for Election Management and Voter Registration from VOTEC Corporation in the amount of \$52,586.45.

* _____
County Attorney Approval



VOTEC Corporation

- INVOICE -

Jana Onyon
Ellis County Election Administrator
204 E Jefferson Street
Waxahachie, TX 75165

Invoice # 13765
October 1, 2022
(Corrected # for Oracle Lic)

Subject: VEMACS Support - 10/01/2022 - 09/30/2023

If you have any questions concerning this invoice, please contact us at: accounts.receivable@votec.net

Item	Quantity	Description	Unit Price	Extended
1	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
2	119,259	VEMACS per voter fee per schedule - 2017		\$41,988.85
3	41,988	Per Voter Surcharge at 20 percent of VEMACS per voter schedule fee	\$0.20	\$8,397.60
4	10	Oracle per user license for VEMACS Support (will no longer apply when migrated to VEMACS 2.0)	\$100.00	\$1,000.00
5	123,538	VEMACS 2.0 Eligible Voter Hosting Fee - TX	\$0.03	\$3,706.14
6	92,500	VEMACS 2.0 Non-Eligible Voter Hosting Fee - TX	\$0.003	\$277.50
7	1	VEMACS 2.0 Hosting Fees waived until migrated.	-\$3,983.64	-\$3,983.64
		Total		\$52,586.45

Due and payable upon invoice.

Thank you.



Search



US Producer Price Index: Crushed and Broken Limestone Mining

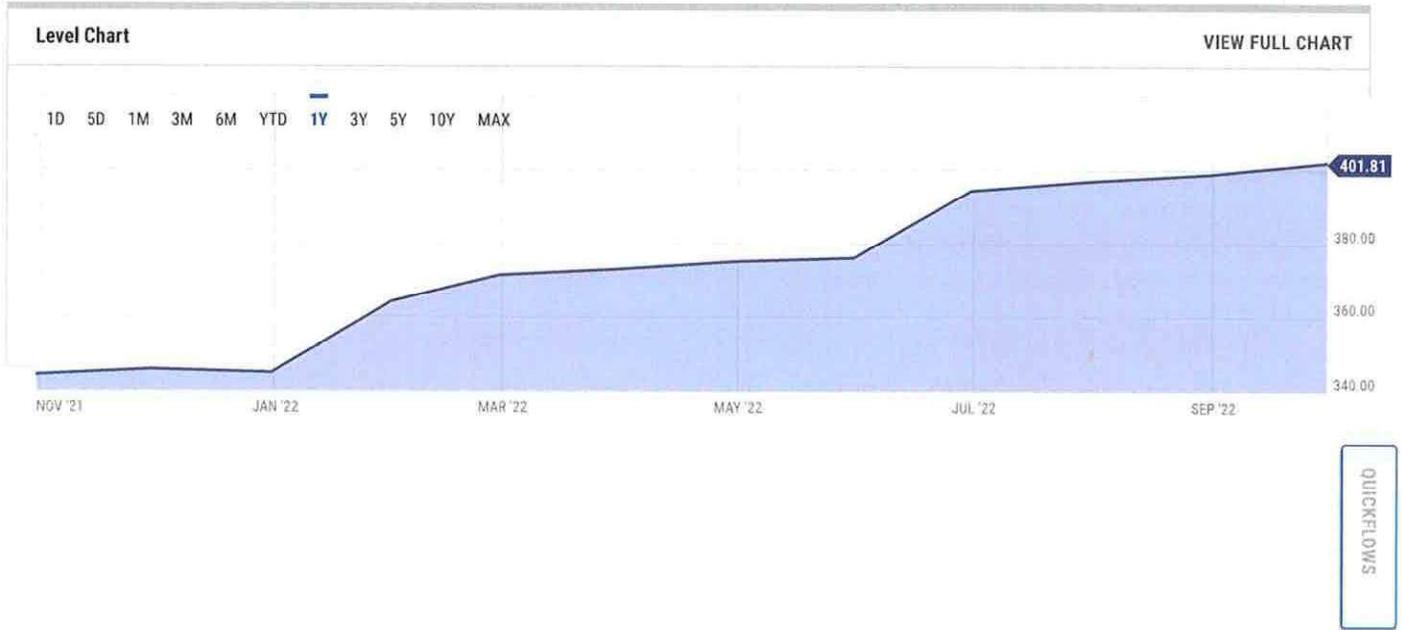
401.81 for Sep 2022



+ WATCHLIST

Overview

Interactive Chart



Basic Info

US Producer Price Index: Crushed and Broken Limestone Mining is at a current level of 401.81, up from 398.60 last month and up from 345.35 one year ago. This is a change of 0.81% from last month and 16.35% from one year ago.

Report	Producer Price Index	Region	United States
Category	Producer Prices	Source	Bureau of Labor Statistics

Stats

Last Value	401.81	Value from Last Month	398.60
Latest Period	Sep 2022	Change from Last Month	0.81%
Last Updated	Oct 12 2022, 08:50 EDT	Value from 1 Year Ago	345.35
Next Release	Nov 15 2022, 08:30 EST	Change from 1 Year Ago	16.35%
Average Growth Rate	3.62%	Frequency	Monthly
		Unit	Index December 1983=100

Adjustment

Not Seasonally Adjusted

Download Source File

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Historical Data

View and export this data back to 1983. [Upgrade now.](#)

Date	Value	Date	Value
September 30, 2022	401.81	August 31, 2020	327.30
August 31, 2022	398.60	July 31, 2020	326.80
July 31, 2022	396.72	June 30, 2020	326.10
June 30, 2022	394.10	May 31, 2020	325.40
May 31, 2022	375.93	April 30, 2020	325.40
April 30, 2022	374.85	March 31, 2020	328.50
March 31, 2022	372.81	February 29, 2020	326.10
February 28, 2022	371.19	January 31, 2020	325.10
January 31, 2022	363.99	December 31, 2019	314.60
December 31, 2021	344.81	November 30, 2019	313.50
November 30, 2021	345.65	October 31, 2019	315.30
October 31, 2021	344.23	September 30, 2019	314.20
September 30, 2021	345.35	August 31, 2019	313.60
August 31, 2021	345.21	July 31, 2019	314.20
July 31, 2021	344.55	June 30, 2019	313.60
June 30, 2021	342.50	May 31, 2019	313.40
May 31, 2021	343.00	April 30, 2019	312.30
April 30, 2021	338.90	March 31, 2019	311.00
March 31, 2021	340.00	February 28, 2019	311.00
February 28, 2021	339.90	January 31, 2019	310.80
January 31, 2021	335.70	December 31, 2018	306.10
December 31, 2020	328.50	November 30, 2018	307.10
November 30, 2020	327.60	October 31, 2018	307.20
October 31, 2020	326.90	September 30, 2018	305.20
September 30, 2020	327.20	August 31, 2018	305.50

QUICKFLOWS

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QUICKFLOWS



**GUARANTEED ENERGY SAVINGS AGREEMENT
CHANGE ORDER**

McKinstry Essention, LLC
4201 Spring Valley Road, Suite 250
Dallas, Texas 75244

Project Name: Ellis County ARP Delivery McKinstry Job No.: 204067-004
Date: 8/23/2022
Change Order No.: 4

The following is supplementary to and subject to the same provisions as the Energy Performance Contract by and between Ellis County and McKinstry Essention, LLC, executed by Todd Little, County Judge, on September 23, 2021.

The Contract is changed as follows:
Scope of Work
During McKinstry commissioning at the Court House and the Courts Building, McKinstry discovered several issues requiring attention. The issues attached will affect the space heating & cooling abilities as well at the ability to properly ventilate and control humidity. Left unaddressed, these issues will also have an energy impact on how the building operates.
This change order includes only addressing the issues with the outside air damper issues.
See attached issues list and pricing back-up for more detail.

The original contract amount was:	\$3,473,319.00
The net change by previously authorized change orders:	\$182,341.00
The contract amount prior to this change order was:	\$3,655,660.00
The contract amount will be increased by this change order in the amount of:	\$ 6,383.33
The new contract amount including this change order will be:	\$3,662,043.33

The contract time will be increased by 0 days because of this change.

In witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Ellis County

McKinstry Essention, LLC

Signature: _____
Name: Todd Little
Title: County Judge
Date: _____

Signature: _____
Printed Name: Brian Ratcliff
Title: Vice President - South Region
Date: _____

Building	Unit	Issue ID#	Issue	Resolution	Total
New Courts	VVR-233-C	25	Bad actuator	Damper assembly to be repaired.	\$ 2,500.00
New Courts	VVR-244-C	26	Bad actuator	Damper assembly to be repaired.	\$ 2,500.00
New Courts	AHU-2-C	60	OA Damper open when commanded shut	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-2-5	69	OA Damper actuator and mount is broken	Mechanical to correct mount issue.	\$ —
Old Courthouse	AHU-3-5	70	OA Damper actuator not working	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-2-2	71	CHW Valve actuator not working	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-2-2	72	OA Damper actuator slow and not working	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-3-3	73	DAT sensor too high	Replace sensor.	\$ 1,050.00
Old Courthouse	AHU-3-4	74	HW Valve stuck open	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-3-4	75	OA Damper actuator not working	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-2-4	77	OA Damper actuator and mount is broken	Mechanical to correct mount issue.	\$ —
Old Courthouse	AHU-2-3	78	HW Valve actuator not responding	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-B-1	80	HW Valve actuator not responding	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-B-1	81	CHW valve actuator is only two position and not modulating	Replace actuator with modulating one.	\$ 1,383.33
Old Courthouse	AHU-B-3	83	HW valve actuator stuck closed	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-1-4	86	OA Damper actuator not working	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-B-2	89	OA Damper actuator not working	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-1-2	90	OA Damper closed in heat mode and may be in reverse	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-1-2	91	CHW Valve stuck open	Replace actuator.	\$ 1,383.33
Old Courthouse	AHU-1-2	92	HW Valve actuator not responding	Replace actuator.	\$ 1,383.33
				Total	\$ 6,383.33



**GUARANTEED ENERGY SAVINGS AGREEMENT
CHANGE ORDER**

McKinstry Essention, LLC
4201 Spring Valley Road, Suite 250
Dallas, Texas 75244

Project Name: Ellis County ARP Delivery McKinstry Job No.: 204067-004
Date: 8/23/2022
Change Order No.: 5

The following is supplementary to and subject to the same provisions as the Energy Performance Contract by and between Ellis County and McKinstry Essention, LLC, executed by Todd Little, County Judge, on September 23, 2021.

The Contract is changed as follows:
Scope of Work
During the McKinstry retro commissioning, McKinstry discovered there was a current remodel & additon going on at the Juvenile center where a new TRANE AHU was being added. The attached CO will bring that AHU into the control system along with all of the control devices needed to properly control the new unit.

See attached issues list and pricing back-up for more detail.

The original contract amount was:	\$3,473,319.00
The net change by previously authorized change orders:	\$182,341.00
The contract amount prior to this change order was:	\$3,655,660.00
The contract amount will be increased by this change order in the amount of:	\$ 5,248.73
The new contract amount including this change order will be:	\$3,660,908.73

The contract time will be increased by 0 days because of this change.

In witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Ellis County

McKinstry Essention, LLC

Signature: _____
Name: Todd Little
Title: County Judge
Date: _____

Signature: _____
Printed Name: Brian Ratcliff
Title: Vice President - South Region
Date: _____

Building	Unit	Issue ID#	Issue	Resolution	Total
Juvenile Center	AHU-10-J		The Juvenile detention center has had an AHU added and will need controls added to bring it into the control system and have the ability to control it.	Add controls and sensors to fully control the new AHU.	\$ 10,550.00
				Total	\$ 10,550.00
				Credit to cover repairs at the Jail (AMS WO#636071)	\$ (5,301.27)
				Total Final	\$ 5,248.73



**GUARANTEED ENERGY SAVINGS AGREEMENT
CHANGE ORDER**

McKinstry Essention, LLC
4201 Spring Valley Road, Suite 250
Dallas, Texas 75244

Project Name: Ellis County ARP Delivery McKinstry Job No.: 204067-004
Date: 8/23/2022
Change Order No.: 6

The following is supplementary to and subject to the same provisions as the Energy Performance Contract by and between Ellis County and McKinstry Essention, LLC, executed by Todd Little, County Judge, on September 23, 2021.

The Contract is changed as follows:
Scope of Work
During the McKinstry retro commissioning at the jail, McKinstry discovered several issues requiring immediate attention. Several of these issues will contribute additional energy savings but more importantly, these issues need to be rectified to keep the jail within state compliance. The highlighted issue is due to the freeze in February of 22'. A water line broke and damaged the controller and VFD that feeds that AHU.
See attached issues list and pricing back-up for more detail.

The original contract amount was:	\$3,473,319.00
The net change by previously authorized change orders:	\$182,341.00
The contract amount prior to this change order was:	\$3,655,660.00
The contract amount will be increased by this change order in the amount of:	\$ 113,650.00
The new contract amount including this change order will be:	\$3,769,310.00

The contract time will be increased by 0 days because of this change.

In witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Ellis County

McKinstry Essention, LLC

Signature: _____
Name: Todd Little
Title: County Judge
Date: _____

Signature: _____
Printed Name: Brian Ratcliff
Title: Vice President - South Region
Date: _____

Building	Unit	Issue ID#	Issue	Resolution	Total
Detention Center	PRTU-7	4	No BAS communications	New controller, sensors, and comm.	\$ 10,550.00
Detention Center	PRTU-15	6	No BAS communications	New controller, sensors, and comm.	\$ 5,350.00
Detention Center	PRTU-17	8	No controls	New controller, sensors, and comm.	\$ 10,550.00
Detention Center	PRTU-18	9	No BAS communications	New controller, sensors, and comm.	\$ 5,350.00
Jail	AHU-8-J	10	SAT sensor not working	New controller, sensors, and comm.	\$ 10,550.00
Detention Center	RAHU-1	11	No fan s/s and OA actuator not working	Need motor starter (by others) to control fan. Replace actuator.	\$ 1,383.33
Detention Center	RAHU-2	13	No fan s/s, no insulation on CHW pipe, OA damper not working	Need motor starter (by others) to control fan. Replace actuator.	\$ 1,383.33
Detention Center	RAHU-4	15	No fan s/s, no insulation on CHW pipe, Bad airflow switch on heat	Need motor starter (by others) to control fan. Replace airflow switch.	\$ 1,050.00
Detention Center	RAHU-6	17	No fan s/s, heat relay 3 not working	Need motor starter (by others) to control fan. Replace analog relay board.	\$ 2,558.33
Detention Center	RAHU-8	19	No fan s/s, CHW Valve actuator bad, Heat relay bad, UMX-8 bad	Need motor starter (by others) to control fan. Replace analog relay board and actuator.	\$ 3,308.33
Detention Center	RAHU-9	20	No fan s/s, Bad airflow switch on heat	Need motor starter (by others) to control fan. Replace airflow switch.	\$ 1,050.00
Jail	AHU-1-J	30	Controller offline	New controller, sensors, and comm. VFD faulty due to water damage. Includes VFD replacement and all new controls on the AHU.	\$ 22,216.67
Jail	AHU-5-J	31	Controller offline	New controller, sensors, and comm.	\$ 10,550.00
Detention Center	PRTU-19	36	Bad controller	New controller, sensors, and comm.	\$ 5,350.00
Detention Center	PRTU-4	95	Not connected to BAS	Bad controller, New controller, sensors, and comm.	\$ 5,350.00
Detention Center	PRTU-6	96	DX cooling compressor did not respond to commands	Bad controller, New controller, sensors, and comm.	\$ 5,350.00
Detention Center	PRTU-10	97	Electric heat did not respond to commands	Bad controller, New controller, sensors, and comm.	\$ 5,350.00
Detention Center	PRTU-14	100	DAT sensor too high	Bad controller, New controller, sensors, and comm.	\$ 5,350.00
Jail	AHU-4-J	104	Fan status does not change	Add CT for fan status since VFD provides status currently.	\$ 1,050.00
Total					\$ 113,650.00

Note** Highlighted line above reflects repairs from the 2021 freeze where a water line broke and damaged a VFD and AHU controller

**NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM**

BID PROPOSAL AFFIDAVIT

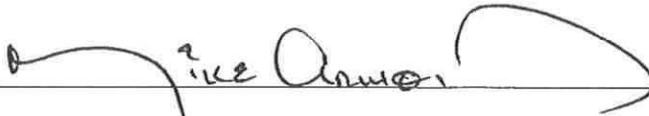
The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §
COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared MIKE ARNOLD, who, after being duly sworn, did depose and say: "I, MIKE ARNOLD, am a duly authorized officer or agent for ARNOLD CRUSHED STONE, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: ARNOLD CRUSHED STONE
1476 HCR 1104 LP (PO BOX 632)
Bloom, TX 76627
Telephone: 817.558.9339

By: MIKE ARNOLD Title: PRES/OWNER
(Type of Print Name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above named on this the 22 day of SEPTEMBER, 20 22.


Notary Public in and for the State of Texas

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

ARNOLD CRUSHED STONE
COMPANY SUBMITTING BID _____ FEDERAL ID NUMBER _____
11676 HCR 1104 LP PO BOX 632
ADDRESS _____
Blum TX 74627
CITY, STATE, ZIP _____
ERICA HAFNER GENERAL MANAGER
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID _____
254.998.4434 ERICA@ARNOLD CRUSHED STONE.COM
TELEPHONE NO. _____ FAX NO. _____ E-MAIL _____
Erica Hafner 9/22/22
SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ DATE _____

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid N/A

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

Company Submitting Bid: ARNOLD CRUSHED STONE

Plant Mixed Asphalt - Hot Mix - Cold Laid - Item 334 (State Specifications):

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

Cationic Emulsion:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

FLEXIBLE BASE - LIMESTONE - Item 246 (State Specifications)

Flexible Base - Type A, Grade 1, Class 2:

Description of Product Being Bid TYPE A GRADE 1-2 FLEXBASE

Location of Plant/Supplier 1676 HCR 1104 LP BLM TX 76627

Material only - \$ 6.15 per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

Company Submitting Bid: ARNOLD CRUSHED STONE

**NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM**

Flexible Base - Type A, Grade 2, Class 2:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

Waste - (Scrap Asphalt):

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

ROCK - Item 302 (State Specifications)

Type C - aggregate consisting of gravel, crushed slag or crushed stone.

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

Company Submitting Bid: ARNOLD CRUSHED STONE

Type D - aggregate consisting of gravel, crushed slag or crushed stone:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Grade 3 - Coverstone:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Pea Gravel:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

**NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM**

Company Submitting Bid: ARNOLD CRUSHED STONE

Dirty Rock:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

3/8 Type D Lightweight Aggregate:

Description of Product Being Bid N/A

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

Company Submitting Bid: ARNOLD CRUSHED STONE

Please list any alternate materials which you could supply, unit and unit price that might be used by Navarro County.

<u>FINES</u>	<u>\$ 4.73 /ton</u>
<u>TORPEDO ROCK (3/8" - 3/4" SCREENED)</u>	<u>\$ 10.50 /ton</u>
<u>#57 ROCK (1/2" - 1 1/4") SCREENED</u>	<u>\$ 17.85 /ton</u>
<u>OVERSIZE (2" x 4" & 3" x 5")</u>	<u>\$ 11.55 /ton</u>
<u>GABION (4" x 8")</u>	<u>\$ 14.18 /ton</u>
<u>RUP RAP (8" x 12")</u>	<u>\$ 24.15 /ton</u>
<u>RUP RAP (12" x 18", 18" x 24", 24" x 36")</u>	<u>\$ 23.10 /ton</u>

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **This form must be returned with your proposal.**

REFERENCE 1

Company Name: IKO SOUTHWEST
Address: IKO WAY, HILLSBORO, TX
Contact Person/Title: DERRICK - PURCHASING
Phone: 254-266-1401 Fax: _____ e-mail: _____
Contract Period: on going Scope of Work: AGGREGATES

REFERENCE 2

Company Name: ASH GROVE CEMENT
Address: PO BOX 520 MIDLOTHIAN, TX 76065
Contact Person/Title: JEAN HARRIS - OPERATIONS MGR
Phone: ⁹⁷²~~817~~ 439-6433 Fax: _____ e-mail: _____
Contract Period: ON GOING Scope of Work: AGGREGATES

REFERENCE 3

Company Name: LAFARGE HOLCIM
Address: 1800 DOVE LANE MIDLOTHIAN, TX 76065
Contact Person/Title: JOEL NEMUEL - PRODUCTION MGR
Phone: ⁹⁷² 310-0734 Fax: _____ e-mail: _____
Contract Period: ON GOING Scope of Work: AGGREGATES

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><u>ARNOLD CRUSHED STONE</u></p>		
<p>2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="font-size: 1.5em; text-align: center;"><u>Erica Hoffner</u></p> <p style="font-size: 0.8em; text-align: center;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 30%; text-align: right;"> <p style="font-size: 1.5em;"><u>9.22.22</u></p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 06/29/2007

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

Contract Checklist

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Statement of Bidder's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A list of references must be submitted with the form.
- A Bid Proposal Affidavit must be submitted with the Bid Form.

If any statements were **not** checked please provide an explanation in the given area below.

Erica Haffner 9.22.22
Contractor Signature Date

NAVARRO COUNTY
BID NO. 2023-R-006 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/BID PROPOSAL FORM

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: ARNOLD CRUSHED STONE Date Organized: 1971

Address: PO BOX 632 Blum TX 76627 Date Incorporated: _____

Number of Years in contracting business under present name: 51

Contract on Hand:

Contact	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: LIMESTONE AGGREGATES

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
<u>Johnson County</u>	_____	<u>on going</u>
<u>Hill County</u>	_____	<u>on going</u>
<u>Ellis County</u>	_____	<u>on going</u>

Major equipment available for **this** project: _____

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: 10/27/2022 SUPPORTING DOCUMENT(S) ATTACHED? (No, will provide at meeting)

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: 11/1/2022

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

Consideration and action to approve the appointment of the revised listing of presiding, alternate judges and central counting station personnel for the upcoming two year term (September 1, 2022 through August 31, 2024), as submitted by the Democratic and Republican Parties. – Jana Onyon, Elections Administrator

* _____
County Attorney Approval



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

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2023**

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

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

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

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

BE IT RESOLVED BY THE COUNTY:

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

1st of October 2022 and the 30th of September 2023

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

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

Introduced, read, and passed by the affirmative vote of the County on this _____ day of Month, 2022.

Signature of Authorized Official of the County

Todd Little, Ellis County Judge
Typed Name and Title

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-2021/22-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: October 25, 2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N)

NAME: Kyle Butler

PHONE: 972-825-5305

FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4 Road & Bridge

ADDRESS: 1011 Eastgate, Midlothian, TX. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

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

~~**TO BE PUT ON CONSENT AGENDA**~~

*Discussion, Consideration and action of Clarifications
on the Committee chosen to represent Fm 1387 proposed Route*

*

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: 10.05.2022 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: 10.18.2022

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

Consider and approve the engagement letter from Boucher, Morgan, & Young, our external audit firm, for the fiscal year 2022 County Audit. Approval includes allowing Judge Little to sign the Engagement Letter.

* _____
County Attorney Approval



September 30, 2022

To County Commissioners and Ms. Janet Martin, County Auditor

Ellis County
101 W Main Street #303
Waxahachie, TX 75165

We are pleased to confirm our understanding of the services we are to provide for Ellis County for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Ellis County as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Ellis County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Ellis County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget (GAAP Basis) and Actual – General Fund
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Pension Contributions
- 5) Schedule of Changes in Total OPEB Liability and Related Ratios – Retiree Health Care Benefit Plan
- 6) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies Ellis County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual non-major fund financial statements and schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and

liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Ellis County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Ellis County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Ellis County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Ellis County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with

Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported

audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on November 1, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Ellis County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Boucher, Morgan & Young, a P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Ellis County or its designee,

a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Boucher, Morgan & Young, a P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for the Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Ms. Kim Knox-Lewis, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 1, 2022 and to issue our reports no later than January 31, 2023.

Our fee for these services will be at our standard hourly rates except that we agree that our gross fee, including expenses, will not exceed \$48,450. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commissioners of Ellis County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Ellis County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Boucher, Morgan & Young". The signature is written in dark ink and is positioned above the printed name of the firm.

Boucher, Morgan & Young, a P.C.



RESPONSE:

This letter correctly sets forth the understanding of Ellis County

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



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

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

Please fill out this form completely:

DATE: 10/13/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / ~~N~~)

NAME: Theresa Taylor, Director of Human Resources

PHONE: 972.825.5292 FAX: 972.825.5162

DEPARTMENT OR ASSOCIATION: Human Resources

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

PREFERRED DATE TO BE PLACED ON AGENDA: 11/01/2022

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

* _____
County Attorney Approval

NEW	
REVISED	
CANCELLED	

MOBILE MAMMOGRAPHY SERVICE AGREEMENT

Client Contact:	DATE:
Company Name:	UTSW Contact:
Address:	Sydney McCauley / Mobile Mammography Prog. Coordinator
Phone:	P: 214.645.2518
Email:	F: 214.645.2596
	sydney.mccauley@utsouthwestern.edu

Reservation Date(s): _____ Audience: Employees
 Screening Hours: _____

*Or until the last patient is screened

Participation Requirements:

Minimum of 10 and a maximum of 24 participants are requested to be pre-registered for the event screening two (2) business days in advance or the event is subject to reduced screening hours and/or cancellation. It is the Client's responsibility to monitor the booking requirement of their event. As a courtesy, the Mobile Coordinator will monitor scheduled appointments, and notify Client if minimum numbers are not scheduled two (2) business days in advance of event date. Participants must call 214.645.2560 to schedule their individual appointments.

Publications:

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

Participant Billing Information:

Prior to scheduling a screening event, Client is responsible for verifying their company's health insurance is in network with UT Southwestern. Participants will need to provide health insurance information when scheduling their appointment. Each Participant must present their photo ID and health insurance card at check-in on the day of their screening.

UT Southwestern Benefit Plans: Visit www.utsouthwestern.edu for all participation insurance plans.

Parking/Restroom Requirements:

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

Cancellation Policy:

Client agrees to provide written notice (via certified mail, email or fax) of any intent to cancel their scheduled Event no less than two (2) business days prior to the agreed event. The Mobile Coordinator may cancel, postpone, or reschedule the event for the Client within two (2) business days advance notice of the contracted event date without penalty to the Client. Additionally, the mobile coordinator reserves the right to cancel an event due to low participation, inclement weather, or technical difficulties. Should an event be cancelled, the Client contact will be notified and an alternate date will be arranged. All scheduled Participants will be notified by the mobile unit's call center staff.

Additional Insured:

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

_____	_____	Todd Little	County Judge
CLIENT SIGNATURE	DATE	NAME	TITLE

_____	_____	_____	_____
UT SOUTHWESTERN MEDICAL CENTER	DATE	NAME	TITLE

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



UT Southwestern Mobile Mammography

What you should know:

- Annual screenings are recommended for women beginning at age 40.
- UT Southwestern Medical Center accepts most major insurance plans. Please check with your health insurance provider to see if UT Southwestern is in network.
- The UTSW Mobile Mammography Unit is designed for routine screenings. If you have any breast problems, please consult your physician.
- Patients must wear a mask.
- All patient care areas are sanitized between patients.
- Please call 214-645-2560 or 866-277-0710 to schedule your appointment.

The UT Southwestern Mobile Mammography Unit will be available:

Date: Wednesday, November 16, 2022

Time: 8A - 3P *until the last scheduled patient

Where: 109 S Jackson St, Waxahachie 75165

Sponsored by: Ellis County

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: 10/21/2022 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Theresa Taylor

PHONE: 972.825.5292 FAX: _____

DEPARTMENT OR ASSOCIATION: Human Resources

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

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Discussion, consideration, and approval of annual payment to the Texas County and District Retirement System (TCDRS) in the amount of \$883,107.00. This payment includes a \$300,000 buy down to the Ellis County liability and pre-funds a 1% pay increase for retirees. Payment to come from General Fund and was included in the FY2023 Ellis County Budget. No ARPA money will be used in the pension plan payment.

* _____
County Attorney Approval



**Plan Agreement for Plan Year 2023
Ellis County – 169
Effective as of Jan. 1, 2023**

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	200%
Prior Service Credit:	150%
Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	20 years of service
Optional Benefits	
Partial Lump-sum Payment at Retirement:	Yes
Group Term Life:	Active-only
COLA:	1% Flat-Rate
Retirement Plan Funding	
Elected Rate:	11.19%
2022 Additional Employer Contribution:	\$883,107.00
Total Contribution Rate	
Retirement Plan Rate:	11.19%
Group Term Life Rate:	.12%
Total Contribution Rate:	11.31%

Rates are contingent on receiving the additional employer contribution by Dec. 31, 2022.

Certification

I certify that the plan agreement for the participation of Ellis County in TCDRS for the 2023 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on 11/02/2022 (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: Todd Little, County Judge

County Judge's Signature: _____ Date: _____

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: October 25, 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: November 1, 2022

DESCRIPTION OF AGENDA REQUEST: **FOR ADMINISTRATIVE AGENDA**

Notification that the Ellis County Sheriff's Office will be purchasing drones to be used for law enforcement use. The cost will be paid out of the Sheriff's Forfeiture funds.

* _____
County Attorney Approval



REMIT TO:
 Granite Defense & Technologies, LLC
 P.O. Box 1016
 Burnet, TX 78611

Created Date 10/6/2022
 Quote Number GDTQ-00002386

Account Name Ellis County Sheriffs Office

Prepared By Tom Prentice
 Phone (512) 585-4045
 Email tom.prentice@granitedefense.com

Payment Terms 1%10 N30

Product	Quantity	Sales Price	Ext. Price
Matrice 30T Combo (Plus)	2.00	\$14,042.00	\$28,084.00
Matrice 30 Series TB30 Intelligent Flight Battery	8.00	\$329.00	\$2,632.00
Matrice 30 Series Propeller	2.00	\$49.00	\$98.00
CZI LP12 Matrice 30 Speaker Spotlight Combo	2.00	\$2,249.00	\$4,498.00
Mavic 3 Propeller Guards	4.00	\$49.00	\$196.00
Mavic 3 Enterprise Battery	4.00	\$209.00	\$836.00
Mavic 3 Enterprise Series Speaker	4.00	\$159.00	\$636.00
Mavic 3T Worry-Free Plus Combo	4.00	\$5,998.00	\$23,992.00
Mavic 3 Enterprise Series Propellers (pair)	4.00	\$19.00	\$76.00
Mavic 3 PRCS Elite Quad Charger	4.00	\$795.00	\$3,180.00
Mavic Mini 3 w/DJI RC	2.00	\$909.00	\$1,818.00
Mavic Mini 3 Drop Guards	2.00	\$22.90	\$45.80
Mavic Mini 3 Pro Fly More Kit Plus	2.00	\$249.00	\$498.00
		Subtotal	\$66,589.80
		Grand Total	\$66,589.80

PRICING INFORMATION

All prices are displayed in USD. Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

RETURNS

All sales of UAV systems are final. Returns of unopened items in the original packaging are subject to a 20% restocking fee.

↩ Reply all ▾ 🗑 Delete 🚫 Report ▾ ⋮

You have an invoice waiting (#000002.1)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Cytta Corp.

Invoice Reminder

\$2,499.50

Overdue since October 7, 2022

Pay Invoice

IGAN 2.0 One Year License

Invoice #000002.1

October 5, 2022

Customer

Capt. Tommy Hale

Tommy.hale@elliscounty.Texas.gov

Additional Recipients

cregan@cytta.com

mcollins@cytta.com

accounting@cytta.com

Date of service

October 7, 2022

Download Invoice PDF

603-20

Reply all Delete Report ...

Granite Defense Buyboard Screenshots

TP Tom Prentice <tom.prentice@granitedefense.com>
To: Tommy Hale
Cc: Hayden Prentice <hayden.prentice@granitedefense.com>

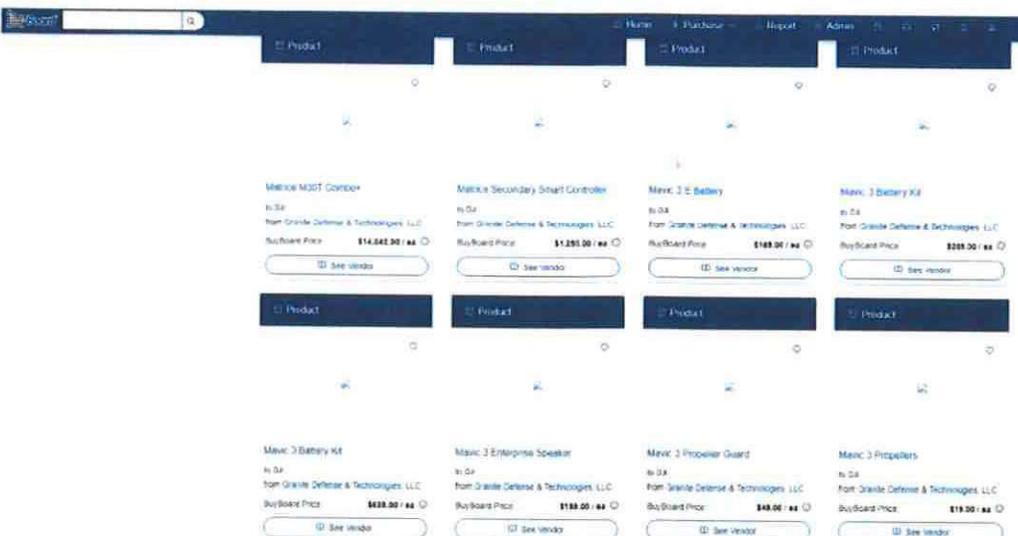
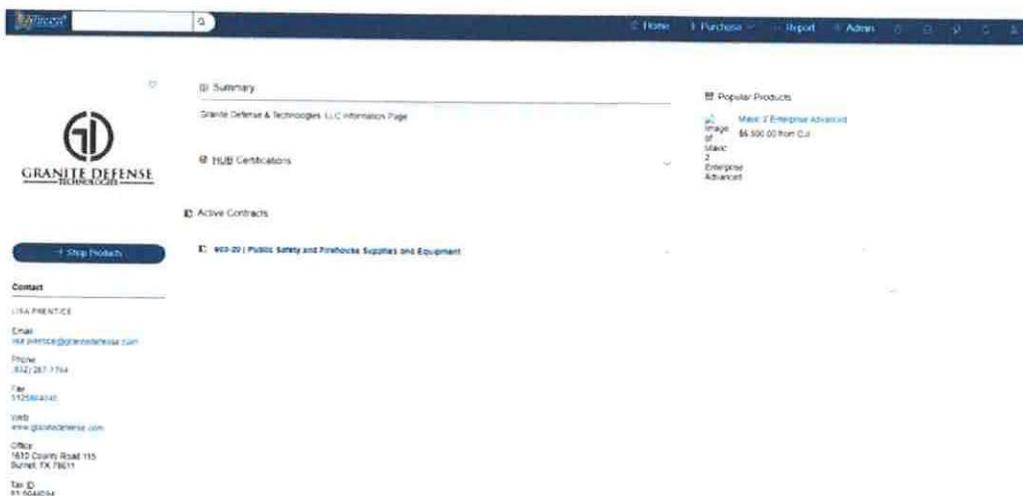
🔖 ⏪ ⏩ ...

Tue 10/25/2022 9:53 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tommy -

Please see attached for two screenshots that show our Buyboard vendor page. The first is the basic vendor splash page and the second shows some of the products we offer through Buyboard.



COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: October 25, 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: November 1, 2022

DESCRIPTION OF AGENDA REQUEST: **FOR ADMINISTRATIVE AGENDA**

Request County Judge to sign the Inter-local Cooperation Contract for Detention Services for
Class C misdemeanor offenses only. The contract and agreement has been reviewed prior to
being sent to the following cities – Alma, Ennis, Ferris, Garrett, Italy, Maypearl, Midlothian,
Milford, Palmer and Waxahachie.

*

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/26/22 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Commissioner Lane Grayson

PHONE: 972-825-5333 FAX: N/A

DEPARTMENT OR ASSOCIATION: Ellis County RB Precinct 2

ADDRESS: 1400 S Oak Grove Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

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

Discussion, consideration and action regarding the purchasing policies, process and procedures utilized in the Request for Bid Process for a Mobile Command Vehicle.

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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NAME: Commissioner Lane Grayson

PHONE: 972-825-5333 FAX: N/A

DEPARTMENT OR ASSOCIATION: Ellis County RB Precinct 2

ADDRESS: 1400 S Oak Grove Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

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

Discussion, consideration and action regarding the purchasing policies, process and procedures utilized in the Request for Bid Process for a (fiber circuit for Internet)

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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NAME: Commissioner Lane Grayson

PHONE: 972-825-5333 FAX: N/A

DEPARTMENT OR ASSOCIATION: Ellis County RB Precinct 2

ADDRESS: 1400 S Oak Grove Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

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

Discussion, consideration and evaluation of the duties, responsibilities and performance of the Ellis County Purchasing Agent EJ Harbin and take any action necessary regarding that employment, performance, and duties.

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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DEPARTMENT OR ASSOCIATION: Ellis County RB Precinct 2

ADDRESS: 1400 S Oak Grove Rd, Ennis, TX 75119

PREFERRED DATE TO BE PLACED ON AGENDA: November 1, 2022

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

Executive Item

Pursuant to Texas Government Code §551.074, evaluation of the duties and performance of the Ellis County Purchasing Agent EJ Harbin and whether any disciplinary action or corrective action is necessary.

County Attorney Approval