

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.

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

NAME: Krystal Valdez

PHONE: 972-825-5083 FAX: 972-825-5075

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: 109 S. Jackson St.

PREFERRED DATE TO BE PLACED ON AGENDA: 02.21.23

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

1. Approval of Commissioners' Court Regular Meeting Minutes from February 7, 2023.

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – FEBRUARY 7, 2023

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, FEBRUARY 7, 2023, 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 PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

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

CONSENT AGENDA: MINUTE ORDER 127.23

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, COUNTY TREASURER*
- A2 APPROVING THE DECEMBER 2022 MONTHLY TREASURER'S REPORT . – *CHERYL CHAMBERS, COUNTY TREASURER*
- A3 APPROVING COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM JANUARY 24, 2023. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A4 APPROVING FOR COUNTY JUDGE TO SIGN THE ARTS RENEWAL AGREEMENT WITH THE TEXAS ASSOCIATION OF COUNTIES (TAC) FOR PURPOSES OF 1094C AND 1095C REPORTING. – *THERESA TAYLOR, HUMAN RESOURCES DIRECTOR*
- A5 ACCEPTING A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM JANUARY 13, 2023 – JANUARY 26, 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *JANET MARTIN, COUNTY AUDITOR*

- A6 APPROVING A RESOLUTION TO TxDOT TO OFFICIALLY SUPPORT THE COUNTY'S PREFERRED ROUTE FOR FM 1387 BETWEEN LONGBRANCH ROAD AND FM 664 BASED ON ACTION TAKEN ON DECEMBER 13, 2022. – *ALBERTO MARES, DEVELOPMENT DIRECTOR*
- A7 APPROVING AN INTERLOCAL AGREEMENT WITH RED OAK AND ELLIS COUNTY REGARDING THE ELLIS COUNTY GOVERNMENT CENTER. – *KYLE BUTLER, COMMISSIONER PRECINCT 4 AND RICHARD ROZIER, TAX ASSESSOR/COLLECTOR*

FINANCIAL:

- F1 APPROVING TO PAY THE FOLLOWING FY2022 INVOICES WITH FY2023 BUDGETED FUNDS:
- INVOICE #2456 IN THE AMOUNT OF \$295.79
 - INVOICE #2385 IN THE AMOUNT OF \$20.00
 - INVOICE #2562 IN THE AMOUNT OF \$20.00
 - INVOICE #57D 0D27E-0001 IN THE AMOUNT OF \$63.53
 - INVOICE #57D 0D27E-0002 IN THE AMOUNT OF \$58.08
 - INVOICE #57D 0D27E-0004 IN THE AMOUNT OF \$61.71
 - INVOICE #57D 0D-027E-0006 IN THE AMOUNT OF \$63.53
 - INVOICE #57D 0D-027E-0008 IN THE AMOUNT OF \$63.53
 - INVOICE #57D 0D-027E-0009 IN THE AMOUNT OF \$21.12
 - INVOICE #37015 IN THE AMOUNT OF \$990.84
 - INVOICE #PIMO0494914 IN THE AMOUNT OF \$1,258.49
 - INVOICE #1294928 IN THE AMOUNT OF \$2,992.00
 - INVOICE #1294885 IN THE AMOUNT OF \$5,975.00
 - INVOICE #1320 IN THE AMOUNT OF \$50,000.00
 - INVOICE #11590 IN THE AMOUNT OF \$160.00
 - INVOICE #118028 IN THE AMOUNT OF \$90.00 - *JANET MARTIN, COUNTY AUDITOR*
- F2 APPROVING TO PAY A FISCAL YEAR 2021 INVOICE TO STILETTO SPY & COMPANY INVESTIGATIONS, LLC IN THE AMOUNT OF \$1,185.00 USING FISCAL YEAR 2023 BUDGETED FUNDS. – *JANET MARTIN, COUNTY AUDITOR*
- F3 **MOVED TO REGULAR AGENDA BY COMMISSIONER PERRY**
- F4 ACCEPTING FUNDS COLLECTED FROM SCRAPPY'S RECYCLING CENTER IN THE AMOUNT OF \$324.80 AS UNANTICIPATED REVENUE.
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
 INCREASE 005-0703-508070 (OPERATING EXPENDITURES) BY \$324.80
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *JANET MARTIN, COUNTY AUDITOR*
- F5 ACCEPTING FUNDS COLLECTED FROM LONE STAR AUCTIONEERS IN THE AMOUNT OF \$31,275.00 AS UNANTICIPATED REVENUE.
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
 INCREASE 005-0703-508020 (EQUIPMENT) BY \$31,275.00
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *JANET MARTIN, COUNTY AUDITOR*

- F6 ACCEPTING FUNDS COLLECTED FOR RB3 RESTITUTION IN THE AMOUNT OF \$2,774.49 AS UNANTICIPATED REVENUE.
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
INCREASE 005-0703-508070 (OPERATING EXPENDITURES) BY \$2,774.49
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *JANET MARTIN, COUNTY AUDITOR*
- F7 ACCEPTING JUROR DONATIONS FOR VETERAN’S SERVICES IN THE AMOUNT OF \$120.00 AS UNANTICIPATED REVENUE.
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
INCREASE 001-0070-506330 (VETERAN’S SERVICES – JURY DONATIONS) BY \$120.00
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *JANET MARTIN, COUNTY AUDITOR*
- F8 ACCEPTING MIXED DRINK TAX FROM THE TEXAS STATE COMPTROLLER IN THE AMOUNT OF \$29,727.12 AS UNANTICIPATED REVENUE. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *JANET MARTIN, COUNTY AUDITOR*
- F9 APPROVING FOR THE TAX ASSESSOR/COLLECTOR TO DISBURSE PROPERTY TAX REFUNDS IN THE AMOUNT OF \$88,462.10. – *JANET MARTIN, COUNTY AUDITOR*
- F10 FY23 LINE-ITEM TRANSFER. – *JANET MARTIN, COUNTY AUDITOR*
DECREASE 063-0963-508070 (ARPA OPERATING EXPENSE) BY \$1,250.00
INCREASE 063-0963-508070 (AUDIT TRAINING) BY \$1,250.00
- F11 FY23 LINE-ITEM TRANSFER. – *LOUIS PONDER, JUSTICE OF THE PEACE, PRECINCT 4*
DECREASE 001-0540-508010 (SUPPLIES) BY \$55.00
INCREASE 001-0540-508060 (OFFICIAL BOND) BY \$55.00
- F12 FY23 LINE-ITEM TRANSFER. – *BRAD NORMAN, SHERIFF*
DECREASE 001-0010-506940 (EMPLOYEE RECOGNITION) BY \$351.81
INCREASE 042-0942-400870 (SHERIFF FORFEITURE) BY \$325.00
INCREASE 001-0010-508850 (SALES TAX) BY \$26.81
- F13 FY23 LINE-ITEM TRANSFER. – *PAUL PERRY, COMMISSIONER PRECINCT 3*
DECREASE 005-0703-570000 (CONTINGENCIES) BY \$60,000.00
INCREASE 005-0703-505020 (FULL-TIME SALARIES) BY \$60,000.00

MOTION TO APPROVE WITHOUT F3 BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

MINUTE ORDER 128.23 (F3) ACCEPTING CONTRACT PENALTIES FOR DECEMBER 2022 IN THE AMOUNT OF \$22,000.00 AS UNANTICIPATED REVENUE.
REQUEST FOR SPECIAL BUDGET OF UNANTICIPATED REVENUE:
INCREASE GL 0140 (GENERAL FUND) BY \$22,000.00
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *JANET MARTIN, COUNTY AUDITOR*

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

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 129.23 (1.1) APPROVING A PLAT OF KIRVEN FARMS TRACT 6. THE PROPERTY CONTAINS ± 11.519 ACRES IN THE T. NORVELL SURVEY, ABSTRACT NO. 795, LOCATED ON THE EAST SIDE OF OLD BOYCE ROAD ± 370 FEET NORTH OF N. COOKE RD. IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

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

PURCHASING

MINUTE ORDER 130.23 (2.1) APPROVING THE REQUESTED UPDATE TO THE ELLIS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL CREDIT CARD POLICY, DESIGNATED PURCHASING CARD LIMITS.

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

MINUTE ORDER 131.23 (2.2) APPROVING TO DECLARE THE LISTED ITEMS FROM ROAD & BRIDGE PRECINCT 4 AS SURPLUS TO BE DISPOSED IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 263:

- COATS TIRE MACHINE
- LEACH 15-Ft DUMP BED – 2001 INT (2001)
- SHOP-MADE TRAILER 12-Ft WITH CORE MACHINE (2016)
- GIDDINGS CORE MACHINE ON TRAILER (2016)
- ALAMO DITCH DIGGING ATTACHMENT
- MANITOWOC ICE MACHINE
- SOLAR POWER MESSAGE BOARD ON TRAILER (2000)
- SOLAR POWER MESSAGE BOARD ON TRAILER (2000)

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

MINUTE ORDER 132.23 (2.3) APPROVING TO RENEW THE AGREEMENT WITH MARTIN MARIETTA FOR A ONE-YEAR PERIOD FOR SUPERSLURRY USING THE APPROVED SOLE SOURCE EXEMPTION (MINUTE ORDER 156.20).

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

MINUTE ORDER 133.23 (2.4) APPROVING THE RENEWAL OF 128 MICROSOFT 365 LICENSES IN THE AMOUNT OF \$116,936.96.

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

MINUTE ORDER 134.23 (2.5) APPROVING FOR THE COUNTY JUDGE TO EXECUTE A CONTRACT FOR RFP-2022-002 DESIGN AND IMPLEMENTATION OF PROSECUTION MANAGEMENT SYSTEM WITH CIVICEYE.

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

MINUTE ORDER 135.23 (2.6) AUTHORIZING TO ADVERTISE AND SOLICIT FOR COMPETITIVE SEALED PROPOSALS (CSP) FOR CONSTRUCTION SERVICES FOR ELLIS COUNTY CENTRAL.

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

ADMINISTRATIVE

MINUTE ORDER 136.23 (3.1) APPROVING TO RE-APPOINT THE FOLLOWING MEMBERS OF THE ELLIS COUNTY HISTORICAL COMMISSION FOR TWO-YEAR TERMS THAT BEGAN ON JANUARY 1, 2023 AND WILL CONTINUE THROUGH DECEMBER 31, 2024:

- CHAIR: DAVID SACHA
- MARKER CHAIR: SYLVIA STANFORD SMITH
- MARKER CO-CHAIR: SHARAN FARMER
- CEMETERY CHAIR: RAYMOND MOSLEY
- GENERAL BOARD MEMBERS: ELMERINE BELL, REX CAREY, KAREN CARREON, BILL DODSON, KAREN ESBERGER, SHARAN FARMER, BRUCE FOWLER, SUGAR GASPY, TY HALL, ERIK HARMON, MICHELLE HAYE, RAMOND MOSLEY, CARLENE PERRYMAN, SHANNON SIMPSON, SUSIE TOAL, AND GEORGE VALDEZ

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

JUDGE LITTLE REQUESTED TO RE-VISIT AGENDA ITEM 2.4, PER AUDITOR REQUEST

MINUTE ORDER 137.23 (2.4) AMENDING AGENDA ITEM 2.4: APPROVING FOR THE RENEWAL OF 128 MICROSOFT LICENSES IN AN AMOUNT OF \$116,936.96 WITH THE ABILITY TO USE ARPA FOR FUNDING OF LICENSES. – *TODD LITTLE, COUNTY JUDGE*

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

MINUTE ORDER 138.23 (3.2) APPROVING AMENDMENTS TO PREVIOUS REQUESTS FOR ARPA FUNDING. INITIAL REQUESTS WERE MADE ON THE BEST INFORMATION AVAILABLE AT THE TIME OF CONSIDERATION OF THE COMMISSIONERS' COURT. – *JANET MARTIN, COUNTY AUDITOR*

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

MINUTE ORDER 139.23 (3.3) APPROVING FOR THE COUNTY JUDGE TO EXECUTE THE WELLPATH ADDENDUM - SOFTWARE. THE ADDENDUM IS TO HAVE CJIS-COMPLIANT WELLPATH COMPUTERS. – *BRAD NORMAN, SHERIFF*

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

MINUTE ORDER 140.23 (3.4) APPROVING TO AUTHORIZE THE ELLIS COUNTY OFFICE OF EMERGENCY MANAGEMENT (OEM) TO APPLY AND ACCEPT GRANT FUNDS FROM THE CITIES READINESS INITIATIVE (CRI) FOR FY2024 (EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024). ONCE APPROVED, GRANT FUNDS WILL BE ACCEPTED IN THE LINE ITEM 001-0430-50940. – *BRIAN DAVIS, SENIOR EMERGENCY MANAGEMENT SPECIALIST*

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

MINUTE ORDER 141.23 (3.5) APPROVING OF AN ENGAGEMENT LETTER FROM GRS CONSULTING TO PROVIDE OTHER POST-EMPLOYMENT BENEFITS (OPEB) VALUATION AND GOVERNMENT ACCOUNT STANDARDS BOARD (GASB) 75 VALUATION REPORTS FOR FISCAL YEARS 2022 AND 2023. – *JANET MARTIN, COUNTY AUDITOR*

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

MINUTE ORDER 142.23 (3.6) APPROVING FOR THE COUNTY JUDGE TO EXECUTE THE ELLIS COUNTY WOMAN'S BUILDING CONTRACT FOR MAINTENANCE AND SERVICES (\$125 PER MONTH) FOR A TERM COMMENCING DECEMBER 1, 2022, AND CONCLUDING ON NOVEMBER 31, 2023. – *COUNTY JUDGE TODD LITTLE*

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

MINUTE ORDER 143.23 (3.7) APPROVING TO DESIGNATE ROOM 106 IN THE COURTS AND ADMINISTRATION BUILDING. THEY WILL RETURN IN TWO WEEKS TO DISCUSS TEMPORARY OFFICE SPACE FOR THE WAXAHACHIE TAX OFFICE. – *TODD LITTLE, COUNTY JUDGE*

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

ADJOURNMENT 3:13 P.M.

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON FEBRUARY 7, 2023, 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 21ST DAY OF FEBRUARY 2023.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 2/16/23 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: 02/21/23

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

****CONSENT AGENDA FINANCIAL****

Acceptance of the Ellis County Ag Extension Monthly Report for January 2023 pursuant to
local Government Code 114.044

* _____
County Attorney Approval

EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT

Miles traveled: 912

Selected major activities since last report:

January 2022

- 1/3 Agent attended District 8 PDC meeting via zoom to plan and discuss upcoming District events. Agent serves as Livestock Judging Contest Co. Chair.
- 1/7 Agent assisted 4-H volunteers with set up and the conduction of annual swine jackpot and project shows. Over 200 swine projects were exhibited and over \$5000 made to fund adult leader scholarships and projects.
- 1/9 Agent made at farm visit and consultation to local producer. Soil testing and potential result demonstration sites were evaluated in Bardwell/Avalon areas. Agent assisted 4-H agent in Fort Worth Exhibitors meeting to answer questions, distribute passes, and coordinate travelling and tack needs for Ellis County 4-H Livestock participants. (25 total)
- 1/10 Agent assisted Beef Committee Chair, Bill Foshea of Midlothian and other District 8 Ag Agents with the annual B.I.G. Blackland Income Growth Conference in Waco. 40 total participants in Beef Session. Agent assisted 4-H agent and Adult Leaders with their January ALA meeting. 8 total in attendance, 4-H educational program needs discussed.
- 1/12 Agent conducted 4 Beef Project visits to assist 4-H members, and parents in preparation for upcoming Spring Major Shows.
- 1/15 Agent attended Fort Worth Stock Show in support of Ellis County 4-H members participating in Ag Mech, Dairy and Dairy Goat divisions.
- 1/17 Agent conducted TDA mandatory "Auxin" Herbicide training to 8 cotton and soybean producers in the Bardwell area. 4-H Beef Project Workshop held with 12 beef project members and parents. Agent attended ECYE planning meeting with 20 AST advisors, volunteers and show officials. Final plans made and discussed regarding the March 22 through April 1 event.
- 1/19-
23 Agent assisted and advised 4-H Heifer project members, parents, and leaders. 16 Ellis County 4-H members exhibited numerous winners including: Gage Creamer-Waxahachie-Champion Polled Hereford, Kennadi Brogdon-Waxahachie-Reserve Champion Shorthorn, Brigham DeBorde-Bardwell-Angus Division Champion, Avery Fincher-Waxahachie-Angus Division Champion, Levi Buchanan- Waxahachie-ORB Reserve Grand Champion, Zach Buchanan-Waxahachie-Maine Anjou Reserve Grand Champion, Grady Creamer-Waxahachie-1st Place Red Angus. Others included: Truitt Marks-Midlothian, Jaxon Fuentes-Milford, Darren and Presley Jackson, and Sheridan Van Blarcom-Maypearl, Grady and Karlee Fuller-Palmer, and Adyson Mathers-Italy.
- 1/24 Agents annual Performance Review with DED. Ag agent and 4-H agent met with Commissioners Court members and architecture team to discuss potential new office space.
- 1/25 Agent conducted 4-H Beef Project for 4-H families to assist them in preparing for upcoming Spring Majors and agent conducted New Landowner consultation in Rockett area to discuss stocking rates, soil testing, and fertilizer needs.

1/30-2/4 Fort Worth Steer Show, 26 Ellis County 4-H members will be participating in the events.

Phone calls, emails, office, site visits as needed and requested.

Major plans for next month

2/1-2/4 -Fort Worth Stock Show, Junior Steers and Barrows, Ft. Worth, TX
2/6-8 -San Angelo Steer Show, Junior Steers, San Angelo, TX
2/9 -San Angelo Stock Show, Jr. Heifers American Breeds, San Angelo, TX
2/10 -New Landowner/Realtors Ag Educational Program, Waxahachie, TX
2/18 -San Angelo Livestock Judging Contest, San Angelo, TX
2/20-24 -San Antonio Stock Show, Junior Steers, San Antonio, TX
2/26 -San Antonio Livestock Judging Contest, San Antonio, TX
2/28-28 -Ellis County Youth Expo County Entry Nights, Waxahachie, TX

Mark Arnold

Name

County Extension Agent – Ag/Natural Resources

Title

Ellis

County

2/3/23

Date

TEXAS A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL

NAME: Mark Arnold

TITLE: County Extension Agent –
Ag/Natural Resources

COUNTY: Ellis

MONTH: January 2023

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
1-3	Waxahachie Area, District PDC meeting and Swine show set up	27		
1-6	Waxahachie Area, Swine Jackpot Setup	6		
1-7	Waxahachie Area, EC-4-H Swine Jackpot/Project Show	12		
1-9	Waxahachie Area, Producer Visit/FW Exhibitor Meeting	29		
1-10	Waxahachie-Waco-Return-B.I.G. Beef Program	129		
1-12	Waxahachie Area-4-H Beef Project Visits	47		
1-15	Waxahachie-Ft. Worth-Return-Ag Mech, Dairy, Dairy Goat Shows	97		
1-17	Waxahachie-Bardwell-Waxahachie-Ag Producer “Auxin” Herbicide Training/4-H Beef Project Workshop/ECYE Meeting	42		
1-18	Waxahachie-Maypearl-Ennis Areas-Fort Worth Heifer Show Prep	107		
1-19	Waxahachie-Ft. Worth-Fort Worth Stock Show Jr. Heifers	64		
1-23	Fort Worth-Waxahachie-Fort Worth Stock Show Jr. Heifers	71		
1-24	Waxahachie Area-Agent Performance Review/Commissioner’s Court Workshop	12		
1-25	Waxahachie-Palmer area-Waxahachie-Ag Producer “Auxin” Herbicide Training	37		
1-26	Ennis Area-Fort Worth Steer Show Prep	10		
1-27	Ennis Area-Rockett Area-Fort Worth Steer Show Prep/New Landowner Consultation	32		
1-29	Ennis-Waxahachie-Midlothian Areas-Fort Worth Steer Show Prep	107		
1-30	Waxahachie-Ft. Worth-Fort Worth Steer Show	68		
1-31	Fort Worth Area-Fort Worth Steer Show	15		
	TOTAL:	912		

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Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 2/3/2022 Signed:

Mark Eld

Making a **Difference** *in Ellis County*

Texas A&M AgriLife Extension Monthly Report for County Commissioner's Court

Sidney Atchley

County Extension Agent – 4-H & Youth Development

Overview of Program Efforts for January 2023

- 01/02 County Holiday- Office Closed in observance of New Year's Day
- 01/03 District 8 TAE4-HYDP meeting and District 8 Program Development Committee Meeting.
- 01/04 Ellis County Youth Expo Broiler order finalized Holiday Hog Fiesta with 4-H ALA & 4-H PAC members.
- 01/05 Worked with **2** 4-H Youth on Texas 4-H Opportunity Scholarships.
- 01/06 Set up for Holiday Hog Fiesta with ANR Coworker & **3** 4-H ANR-PAC members and **7** 4-H youth. 4-H Robotics info night via teams, **6** participants.
- 01/07 Holiday Hog Fiesta Jackpot, **165** youth exhibitors, **30** 4-H Youth Volunteers, **18** adult volunteers. Vet Science 4-H Club meeting, **12** participants.
- 01/08 Ellis County Youth Expo Swine Jackpot, **15** 4-H Youth Volunteers. Silver Spurs 4-H meeting, **27** participants.
- 01/09 4-H Horse Judging at Brazos County with **10** 4-H Youth, **4** adult volunteers. FWSSR Meeting with **16** youth, **7** parents. Livestock 4-H Club Meeting, **63** participants.
- 01/10 BIG Scholarship Reception **1** youth. 4-H County Council Meeting with **21** youth, Adult Leaders Association Meeting with **10** adults.
- 01/11 4-H robotics program marketing, curriculum enrichment marketing. Traveled to College Station to discuss Professional Associations with new AgriLife Employees.
- 01/12 Sick leave utilized.
- 01/13 Ag Mech project move in at FWSSR, **13** youth, **2** adults. 4-H Robotics meeting, **10** youth, **5** adults.
- 01/16 **2** youth competed at the 4-H youth Wildlife Contest, **7** at Equine IQ.
- 01/17 Released a Day in the Ring information to **25** SPED teachers, and **35** Ag Science Teachers. Ellis County Youth Expo livestock show meeting. Community 4-H Club Meeting, **31** participants.
- 01/18 4-H Program Development with District 8 4-H Specialist.
- 01/19 Heifers move in at FWSSR with ANR coworker, **16** 4-H Youth.
- 01/20 Sheep & Goat move in at FWSSR. **11** youth, **6** adults.
- 01/21 Youth Breeding Heifer Show at FWSSR, **5** youth.
- 01/22 Youth Breeding Heifer Show at FWSSR, **8** youth. Goat Show at FWSSR, **9** youth.

- 01/23 Youth Breeding Heifer Show FWSSR, **3** Youth. Lamb & Goat Show at FWSSR, **2** youth. 4-H Monday at Waxahachie Housing Authority, **12** youth **3** adults. Shooting Sports 4-H Club Meeting, **61** participants.
- 01/24 Annual Performance Appraisal. Attended County Commissioners Court meeting to discuss new building floorplans.
- 01/25 Worked with 4-H youth to prepare speech for San Angelo public speaking, worked with archery coach to plan Mike Edwards Memorial Archery Tournament, worked with BLT coworker to coordinate community service activity.
- 01/26 District 8 4-H Scholarship Review Committee Workday, United Way of Ellis County Meeting with other agency partners. 4-H Clover Kids night with **16** youth, **7** adults.
- 01/27 Meeting with Milford ISD to plan school curriculum enrichment activities. 4-H Robotics meeting, **7** youth & **4** adults.
- 01/30 Market Barrows move in at FWSSR, **1** 4-H youth. 4-H Program Marketing with new families.
- 01/31 Market Steers move in at FWSSR, **22** 4-H youth, and **1** barrow exhibitor. Worked with 4-H youth to prepare for San Angelo public speaking contest.

Major programming efforts and events planned for February:

- Texas 4-H Opportunity Scholarship submissions
- Fort Worth Livestock Show & Rodeo
- San Antonio Livestock Show & Rodeo

SUMMARY OF EDUCATIONAL CONTACTS FOR December 2022	
<u>EDUCATIONAL PROGRAMS:</u>	
Programs	13
Participants	817
<u>EDUCATIONAL CONTACTS:</u>	
4-H Site Visits	12
Telephone	67
Office Visits	16
E-Mails	42
Email Contacts	2,876
<u>VOLUNTEER EFFORTS</u>	
Program Volunteers	25
Contact Hours	120
<u>MEDIA OUTREACH</u>	
4-H Newsletter Contacts	832
Social Media Posts	15
Social Media Engagement	20,751
Social Media Followers	2,613

Sidney Atchley

Sidney Atchley
CEA 4-HYD, Ellis County

Making a Difference in Ellis County

Extension Monthly Report for County Commissioners Court

An overview of major programming efforts of Danae Hicks, County Extension Agent for Family and Community Health for the month of January 2023

- 1/2 Office Closed
- 1/3 January Program Planning Preparation; Coping to Control Part 1 Virtual Training; Reading and Understanding Lables Press Release #2 Submitted;
- 1/4 Do Well, Be Well with Diabetes Program (**3 attendees**); Preparation for A Matter of Balance Program; Began 2023 Master Wellness Volunteer Cohort Training; Met with Rena Bauer discussed Master Wellness Volunteers, completed her application and gave registration information
- 1/5 A Matter of Balance Program at Ennis Golden Circle (**6 attendees**); Do Well Be Well with Diabetes Program Data Entry; Coping to Control Part 2 Virtual Training
- 1/6 2023 Program Planning; County Cyber Security Awareness Training;
- 1/9 Links to Success Virtual Trainings; Reading and Understanding Lables Press Release #3 Submitted; Do Well, Be Well with Diabetes at IOOF, Ennis (**4 attendees**); Met with Levonne Cannaday about adding BLT programming to IOOF
- 1/10 Connecting Agriculture to Health from the Ground Up, Waco, TX
- 1/11 Master of Memory at Midlothian Senior Center (**24 attendees**); Master of Memory at Waxahachie Senior Center (**19 attendees**)
- 1/12 Grass Roots Marketing Efforts and Dementia 101 Virtual Trainings; Coping to Control Virtual Training Part 3 Virtual Training
- 1/13 Meeting with Red Oak ISD Superintendent with Megan Hackworth about Classroom Child Passenger Safety Programming
- 1/16 Office Closed; A Matter of Balance at the Ennis Golden Circle (**10 attendees**); Do Well, Be Well with Diabetes at IOOF, Ennis (**3 attendees**); Reading and Understanding Lables Press Release #4 Submitted
- 1/17 Master Wellness Volunteer Meeting (**4 attendees**); Ellis County Family and Community Health Program Area Committee Meeting (**11 attendees**); Set Up for 2023 Cohort Master Wellness Volunteer Training;
- 1/18 2023 Cohort Master Wellness Volunteer Training (**6 attendees**)
- 1/19 District 8 TEA-FCH Meeting; Interview with Charity Fitch, Waxhachie Sun, for Interview about the Choose Your Way Diabetes Workshop; February Newsletter Creation; American Heart Month Digital Marketing and Informational Design
- 1/20 Woof Across Texas Sub-Committee Meeting; Ellis County Passenger Safety Day Sub-Committee Meeting; Newsletter Content Creation; Press Release Creation for American Heart Month
- 1/23 Heart Disease Risk Factors Press Release Submitted; Preparation for Master of Memory Graduation at the Midlothian Senior Center
- 1/24 Performance Appraisal; Newsletter Creation
- 1/25 Master of Memory at Midlothian Senior Center (**20 attendees**); Master of Memory at Waxahachie Senior Center (**5 attendees**) Meeting with Clanton Senior Solutions about partnering during Medicare Presentation for Health Literacy Series (**2 attendees**); Interview with Chris Roark, Waxahachie Daily Light about the Diabetes Management, It's Your Choice Workshop
- 1/26 On boarding Meeting with Regional Program Leader; Monthly Reporting
- 1/27 Online Nutrition Quarterly Update, Newsletter Proofing, Monthly Reporting
- 1/30 Partnering with Your Doctor for Heart Health Press Release Submitted; February Newsletter Posted; Meeting with Julie Mendenhall about upcoming Diabetes Program
- 1/31 Office Closed; Monthly Reporting; American Heart Month Social Media Campaign Creation

Major Programming Efforts and Events Planned for February 2023:

- 2/4 Choose Your Way Diabetes Education Workshop
- 2/6 Do Well, Be Well with Diabetes @ Ennis IOOF (2/6, 2/13, 2/20)
- 2/6-9 Extension Health Summit and Strong People Strong Bodies Coach Training
- 2/8 Master of Memory at Waxahachie Senior Center (2/8, 2/15, 2/22)
- 2/9 Master of Memory at Ennis Golden Circle (2/9, 2/16)
- 2/27 A Matter of Balance Program at Ennis Golden Circle (2/27)

Summary of Educational Contacts	
Educational Programs:	
Programs Presented	14
Program Participants	117
Educational Contacts:	
Telephone	15
Site/Office Visits	27
Email	174
Media Outreach:	
News Releases	35
News Article Reach	49,400
Social Media Posts	52
Social Media Reach	319 followers
Volunteer Efforts:	
Volunteer Hours	47
Volunteer Contacts	130

Signature:  County: Ellis

Title: County Extension Agent, Family and Community Health Date: 2/1/2023

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. on the second (2nd) and fourth (4th) Tuesday** of each month. If that Tuesday falls on a County holiday, Commissioners Court will convene on the following Tuesday at 2:00 p.m. The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

The **deadline** for submitting an agenda request with the supporting information is the **1st and 3rd Tuesday at 12:00 p.m. of each month.** This will give ample time for preparation of the agenda.

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

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

Please fill out this form completely:

DATE: February 8, 2023

NAME: Sheriff Brad Norman

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: February 21, 2023

DESCRIPTION OF AGENDA REQUEST: *****CONSENT AGENDA*****

Request Commissioner's Court acceptance of 2022 Racial Profiling Report for the

Ellis County Sheriff's Office Report that has been electronically submitted to the

Texas Commission on Law Enforcement.

*
County Attorney Approval

Racial Profiling Report | Full

Agency Name: ELLIS CO. SHERIFF'S OFFICE
Reporting Date: 01/28/2023
TCOLE Agency Number: 139100

Chief Administrator: BRUCE B. NORMAN

Agency Contact Information:
Phone: (972) 825-4907
Email: brad.norman@elliscounty.texas.gov

Mailing Address:
300 S JACKSON ST
WAXAHACHIE, TX 75165-3750

This Agency filed a full report

ELLIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the ELLIS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the ELLIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the ELLIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the ELLIS CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The ELLIS CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: MICHAEL G. BOYD
lieutenant

Date: 01/28/2023

Total stops: 5035

Street address or approximate location of the stop

City street	474
US highway	1025
County road	2225
State highway	1260
Private property or other	51

Was race or ethnicity known prior to stop?

Yes	38
No	4997

Race / Ethnicity

Alaska Native / American Indian	27
Asian / Pacific Islander	13
Black	818
White	2961
Hispanic / Latino	1216

Gender

Female	1725
Alaska Native / American Indian	8
Asian / Pacific Islander	6
Black	302
White	1080
Hispanic / Latino	329
Male	3310
Alaska Native / American Indian	19
Asian / Pacific Islander	7
Black	516
White	1881
Hispanic / Latino	887

Reason for stop?

Violation of law	257
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	41
White	91

Hispanic / Latino	123
Preexisting knowledge	24
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	8
Hispanic / Latino	7
Moving traffic violation	3395
Alaska Native / American Indian	21
Asian / Pacific Islander	10
Black	491
White	2142
Hispanic / Latino	731
Vehicle traffic violation	1359
Alaska Native / American Indian	5
Asian / Pacific Islander	2
Black	277
White	689
Hispanic / Latino	386
Was a search conducted?	
Yes	336
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	97
White	161
Hispanic / Latino	77
No	4699
Alaska Native / American Indian	26
Asian / Pacific Islander	13
Black	721
White	2800
Hispanic / Latino	1139
Reason for Search?	
Consent	132
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	23
White	85

Hispanic / Latino	23			
Contraband	1			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	1			
Probable	159			
Alaska Native / American Indian	0			
Asian / Pacific Islander	1			
Black	65			
White	57			
Hispanic / Latino	37			
Inventory	29			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	6			
White	9			
Hispanic / Latino	14			
Incident to arrest	15			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	3			
White	10			
Hispanic / Latino	2			
Was Contraband discovered?				
Yes	136		Did the finding result in arrest?	
			(total should equal previous column)	
Alaska Native / American Indian	0	Yes	0	No 0
Asian / Pacific Islander	0	Yes	0	No 0
Black	53	Yes	35	No 18
White	46	Yes	28	No 18
Hispanic / Latino	37	Yes	23	No 14
No	200			
Alaska Native / American Indian	1			
Asian / Pacific Islander	0			
Black	44			
White	115			
Hispanic / Latino	40			

Description of contraband	
Drugs	113
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	47
White	35
Hispanic / Latino	31
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	3
Hispanic / Latino	1
Stolen property	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Other	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	6
Hispanic / Latino	2
Result of the stop	
Verbal warning	19

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	16
Hispanic / Latino	2
Written warning	3845
Alaska Native / American Indian	25
Asian / Pacific Islander	10
Black	606
White	2465
Hispanic / Latino	739
Citation	1077
Alaska Native / American Indian	2
Asian / Pacific Islander	3
Black	178
White	447
Hispanic / Latino	447
Written warning and arrest	65
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	29
White	20
Hispanic / Latino	16
Citation and arrest	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	7
Hispanic / Latino	3
Arrest	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	6
Hispanic / Latino	6
Arrest based on	
Violation of Penal Code	56
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	21
White	15
Hispanic / Latino	20
Violation of Traffic Law	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	0
Hispanic / Latino	4
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	30
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	14
Hispanic / Latino	8

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	5034
Alaska Native / American Indian	27
Asian / Pacific Islander	13
Black	818
White	2960
Hispanic / Latino	1216

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

ELLIS CO. SHERIFF'S OFFICE

01. Total Traffic Stops:	5035	
02. Location of Stop:		
a. City Street	474	9.41%
b. US Highway	1025	20.36%
c. County Road	2225	44.19%
d. State Highway	1260	25.02%
e. Private Property or Other	51	1.01%
03. Was Race known prior to Stop:		
a. NO	4997	99.25%
b. YES	38	0.75%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	27	0.54%
b. Asian/ Pacific Islander	13	0.26%
c. Black	818	16.25%
d. White	2961	58.81%
e. Hispanic/ Latino	1216	24.15%
05. Gender:		
a. Female	1725	34.26%
i. Alaska/ Native American/ Indian	8	0.16%
ii. Asian/ Pacific Islander	6	0.12%
iii. Black	302	6.00%
iv. White	1080	21.45%
v. Hispanic/ Latino	329	6.53%
b. Male	3310	65.74%
i. Alaska/ Native American/ Indian	19	0.38%
ii. Asian/ Pacific Islander	7	0.14%
iii. Black	516	10.25%
iv. White	1881	37.36%
v. Hispanic/ Latino	887	17.62%
06. Reason for Stop:		
a. Violation of Law	257	5.10%
i. Alaska/ Native American/ Indian	1	0.39%
ii. Asian/ Pacific Islander	1	0.39%

Racial Profiling Analysis Report

iii. Black	41	15.95%
iv. White	91	35.41%
v. Hispanic/ Latino	123	47.86%
b. Pre-Existing Knowledge	24	0.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	9	37.50%
iv. White	8	33.33%
v. Hispanic/ Latino	7	29.17%
c. Moving Traffic Violation	3395	67.43%
i. Alaska/ Native American/ Indian	21	0.62%
ii. Asian/ Pacific Islander	10	0.29%
iii. Black	491	14.46%
iv. White	2142	63.09%
v. Hispanic/ Latino	731	21.53%
d. Vehicle Traffic Violation	1359	26.99%
i. Alaska/ Native American/ Indian	5	0.37%
ii. Asian/ Pacific Islander	2	0.15%
iii. Black	277	20.38%
iv. White	689	50.70%
v. Hispanic/ Latino	386	28.40%
07. Was a Search Conducted:		
a. NO	4699	93.33%
i. Alaska/ Native American/ Indian	26	0.55%
ii. Asian/ Pacific Islander	13	0.28%
iii. Black	721	15.34%
iv. White	2800	59.59%
v. Hispanic/ Latino	1139	24.24%
b. YES	336	6.67%
i. Alaska/ Native American/ Indian	1	0.30%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	97	28.87%
iv. White	161	47.92%
v. Hispanic/ Latino	77	22.92%
08. Reason for Search:		
a. Consent	132	2.62%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	1	0.76%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	23	17.42%
iv. White	85	64.39%
v. Hispanic/ Latino	23	17.42%
b. Contraband in Plain View	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Probable Cause	159	3.16%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	0.63%
iii. Black	65	40.88%
iv. White	57	35.85%
v. Hispanic/ Latino	37	23.27%
d. Inventory	29	0.58%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	20.69%
iv. White	9	31.03%
v. Hispanic/ Latino	14	48.28%
e. Incident to Arrest	15	0.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	20.00%
iv. White	10	66.67%
v. Hispanic/ Latino	2	13.33%
09. Was Contraband Discovered:		
YES	136	2.70%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	53	38.97%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	35	
Finding resulted in arrest - NO	18	
iv. White	46	33.82%
Finding resulted in arrest - YES	28	
Finding resulted in arrest - NO	18	
v. Hispanic/ Latino	37	27.21%
Finding resulted in arrest - YES	23	
Finding resulted in arrest - NO	14	
b. NO	200	3.97%
i. Alaska/ Native American/ Indian	1	0.50%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	44	22.00%
iv. White	115	57.50%
v. Hispanic/ Latino	40	20.00%
10. Description of Contraband:		
a. Drugs	113	2.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	47	41.59%
iv. White	35	30.97%
v. Hispanic/ Latino	31	27.43%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	2	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	6	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	33.33%
iv. White	3	50.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	1	16.67%
e. Stolen Property	2	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
f. Other	12	0.24%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	2	16.67%
iv. White	6	50.00%
v. Hispanic/ Latino	2	16.67%
11. Result of Stop:		
a. Verbal Warning	19	0.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.26%
iv. White	16	84.21%
v. Hispanic/ Latino	2	10.53%
b. Written Warning	3845	76.37%
i. Alaska/ Native American/ Indian	25	0.65%
ii. Asian/ Pacific Islander	10	0.26%
iii. Black	606	15.76%
iv. White	2465	64.11%
v. Hispanic/ Latino	739	19.22%
c. Citation	1077	21.39%
i. Alaska/ Native American/ Indian	2	0.19%
ii. Asian/ Pacific Islander	3	0.28%
iii. Black	178	16.53%
iv. White	447	41.50%
v. Hispanic/ Latino	447	41.50%
d. Written Warning and Arrest	65	1.29%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	29	44.62%
iv. White	20	30.77%
v. Hispanic/ Latino	16	24.62%

Racial Profiling Analysis Report

e. Citation and Arrest	13	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	23.08%
iv. White	7	53.85%
v. Hispanic/ Latino	3	23.08%
f. Arrest	16	0.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	25.00%
iv. White	6	37.50%
v. Hispanic/ Latino	6	37.50%

12. Arrest Based On:

a. Violation of Penal Code	56	1.11%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	21	37.50%
iv. White	15	26.79%
v. Hispanic/ Latino	20	35.71%
b. Violation of Traffic Law	8	0.16%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	4	50.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	30	0.60%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	26.67%
iv. White	14	46.67%
v. Hispanic/ Latino	8	26.67%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	5034	99.98%
i. Alaska/ Native American/ Indian	27	0.54%
ii. Asian/ Pacific Islander	13	0.26%
iii. Black	818	16.25%
iv. White	2960	58.80%
v. Hispanic/ Latino	1216	24.16%
b. YES	1	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/28/2023

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.

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: 02/14/2023 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Judge Chris Macon

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

DEPARTMENT OR ASSOCIATION: Justice of the Peace Pct 1

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

PREFERRED DATE TO BE PLACED ON AGENDA: 02/21/2023

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

Justice of the Peace, Precinct #1 monthly report to satisfy LGC 114.044.

TREASURER'S RECEIPT # _____

I, CHRIS MACON Justice of the Peace Precinct 1, Ellis County, Texas,
do hereby certify that the above report, includes all fees and compensations
whatever collected by me in my official capacity, in accordance with the law,
and that the amount set out above represents the total fees of my office for
day 02/02/2023.



JUSTICE OF THE PEACE, PRECINCT 1

by 
CLERK

FEEES COLLECTED

Credit Cards	\$ 17,406.50
Cash Collected	5,759.60
Checks, Money Orders	9,228.00
TOTAL	\$ 32,394.10
Justice of the Peace Clerk initials	JG
Treasurer's Office Deputy initials	_____

MONTHLY DAILY FINANCIAL REPORT
 JUSTICE OF THE PEACE PCT. 1
 ELLIS
 01/01/2023 to 01/31/2023

SUMMARY PAGE

FEE	FEE AMOUNT	NON-MONEY	GL#
CDRF	345.00	0.00	001-0000-201300
30% LINEBARGER FEE	1,776.59	388.20	001-0000-202750
SCCF	1,449.00	0.00	001-0000-270000
Consolidated Court Cost - \$62	5,006.27	744.00	001-0000-280100
OMNI-DPS	525.00	220.00	001-0000-280120
JSF	108.00	48.00	001-0000-280160
State Traffic Fine - \$50	2,187.31	200.00	001-0000-280200
STF	150.00	30.00	001-0000-280220
MOVING VIOLATION STATE FEE	0.50	0.10	001-0000-280260
TRUANCY PREVENTION AND DIVERSION FUND	18.00	8.00	001-0000-280300
TIME PAY-STATE	225.00	90.00	001-0000-280340
AFDPS	285.00	75.00	001-0000-280380
SEATBELT 50%	18.00	0.00	001-0000-290300
AFSO	113.73	5.00	001-0330-406580
OMNI-DTO	90.00	24.00	001-0510-200200
COUNTERCLAIM	54.00	0.00	001-0510-400090
DEFERRED FINE	966.51	0.00	001-0510-400165
T.F.C	158.24	24.00	001-0510-400180
OMNI-COUNTY	60.00	16.00	001-0510-400200
FINE	11,184.05	2,593.90	001-0510-400410
TIME PAYMENT FEE 2020	120.00	0.00	001-0510-400600
TRANS. FEE	32.00	12.00	001-0510-400800
TAF	50.00	0.00	001-0510-400970
P&WL	82.45	0.00	001-0510-403750
TRUANCY FEE	50.00	0.00	001-0510-405200
DEFENSIVE DRIVING SCHOOL	50.00	0.00	001-0510-406660
DISMISSAL FINE 20.00	180.00	0.00	001-0510-409635
JCSF	1,725.00	0.00	001-0510-471000
AFCO1	45.00	0.00	001-0611-400140
CONSTABLE PCT 1	3,840.00	0.00	001-0611-400150
CONSTABLE PRECINCT 2	0.00	0.00	001-0612-400150
CONSTABLE PRECINCT 3	90.00	0.00	001-0613-400150
Justice Court Tech - \$4	358.99	64.00	015-0915-400810
Court Jury Fund - \$0.10	8.07	1.20	017-0917-400810
Courthouse Security Fund - \$4.90	431.66	74.80	033-0933-406210
TPDF \$5	403.73	60.00	061-0961-400810
LGAF	207.00	0.00	131-0131-407510
	\$32,394.10	\$4,678.20	

RCPT# 103801	01/03/2023	09:33am	\$102.00	LHART	
CASE # 22T1384A	NAME: MENDEZ, PRISCILLA			TICKET # TX6E9G0SLVFE	BALANCE: 102.00
Credit Card	-	\$102.00	MONETARY		
FINE		100.00	TRANS. FEE		2.00

RCPT# 103802	01/03/2023	09:36am	\$182.00	LHART	
CASE # 22T1606A	NAME: BAUTISTA HERNANDEZ, JORGE			TICKET # TX6G980PETPQ	BALANCE: 0.00
Credit Card	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00			

RCPT# 103803	01/03/2023	09:44am	\$182.00	LHART	
CASE # 22T1766A	NAME: VAZQUEZ PEREZ, JOSE FROYLA			TICKET # TX6GAH0SLVI4	BALANCE: 0.00
Credit Card	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00			

RCPT# 103804	01/03/2023	09:46am	\$256.10	LHART	
CASE # 22T0501A	NAME: CARDONA, JOSE			TICKET # 050244	BALANCE: 0.00
Credit Card	-	\$256.10	MONETARY		
AFSO		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00	TIME PAYMENT FEE 2020		15.00
30% LINEBARGER FEE		59.10			

RCPT# 103805	01/03/2023	09:51am	\$182.00	YMORALES	
CASE # 22T0871A	NAME: MORALES MORENO, LUIS			TICKET # TX6CAE0YWL0R	BALANCE: 0.00
Money Order	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00			

RCPT# 103806	01/03/2023	09:52am	\$182.00	LHART	
CASE # 22T0991A	NAME: GUERRERO, GERARDO ERIC			TICKET # TX6CJ90KGF3T	BALANCE: 0.00
Credit Card	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00			

RCPT# 103807	01/03/2023	10:51am	\$182.00	LHART	
CASE # 22T0834A	NAME: CASTILLO ALFARO, WILMAN LE			TICKET # 050652	BALANCE: 0.00
Cash	-	\$182.00	MONETARY		
AFSO		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00			

RCPT# 103808	01/03/2023	10:56am	\$250.00	LHART	
CASE # 19T3387A	NAME: VILLATORO, CHRISTOPHER A			TICKET # TX5FTE0PBGB0	BALANCE: 0.00

Community Service	-	\$250.00	NON-MONETARY	
AFDPS		5.00	C.H.S.	4.00
TRANS. FEE		2.00	JPTech	4.00
CCC Prior 2019 \$40		40.00	JSF	6.00
JURY REIMB FEE		4.00	T.F.C	3.00
Indigent Defense Fund		2.00	TPDF Prior to 2019	2.00
FINE		78.00	30% LINEBARGER FEE	45.00
TIME PAY-STATE		25.00	OMNI-DPS	20.00
OMNI-DTO		6.00	OMNI-COUNTY	4.00

RCPT# 103809 01/03/2023 01:42pm \$54.00 YMORALES
CASE # SC220058A NAME: KIRK/J&S ROOFING,ROBERT SETH vs. ASCENCIO,ANTONIO

Cash	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		5.73	JUSTICE COURT SUPPORT FUN	6.82
COUNTY DISPUTE RESOLUTION		1.36	LANGUAGE ACCESS FUND	0.82
CONSTABLE PCT 1		24.55	COUNTERCLAIM	14.72

RCPT# 103809-V 01/06/2023 02:17pm -\$54.00 YMORALES
CASE # SC220058A NAME: KIRK/J&S ROOFING,ROBERT SETH vs. ASCENCIO,ANTONIO

Cash	-	-\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		-5.73	JUSTICE COURT SUPPORT FUN	-6.82
COUNTY DISPUTE RESOLUTION		-1.36	LANGUAGE ACCESS FUND	-0.82
CONSTABLE PCT 1		-24.55	COUNTERCLAIM	-14.72

RCPT# 103810 01/04/2023 09:05am \$178.00 LHART
CASE # 22T1726A NAME: HARRISON,GRANT TICKET # A8312495 BALANCE: 0.00

Credit Card	-	\$178.00	MONETARY	
AFP&W		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		14.55	P&WL	82.45

RCPT# 103811 01/04/2023 09:19am \$150.00 LHART
CASE # 22T1355A NAME: WELLMANN,BRIAN SCOTT TICKET # TX6E390KGKVF BALANCE: 0.00

Credit Card	-	\$150.00	MONETARY	
FINE		148.00	TRANS. FEE	2.00

RCPT# 103812 01/04/2023 09:37am \$144.00 LHART
CASE # 22T1662A NAME: GUMMELT,GRAYSON THOMAS TICKET # TX6G3G0SLVHA BALANCE: 150.00

Money Order	-	\$144.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
DEFENSIVE DRIVING SCHOOL		10.00		

RCPT# 103813 01/04/2023 10:21am \$182.00 LHART
CASE # LT220171A NAME: CAMILLO HOUSES CV #3 LLC, vs. SMITH,JESSICA NICOLE

Check	-	\$182.00	MONETARY	
WRIT CONST. PCT. 1		175.00	Transaction Admin	7.00

RCPT# 103814 01/04/2023 12:16pm \$234.00 LHART
CASE # LT230001A NAME: SANTIBANEZ PROPERTIES, vs. MCCLURE,MARY

Cash	-	\$234.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00	CONSTABLE PCT 1	90.00

RCPT# 103815	01/04/2023	01:21pm	\$182.00	YMORALES	
CASE # 22T0867A	NAME: LOPEZ GUADARRAMA, HELI			TICKET # TX6CA90YWL0K	BALANCE: 0.00
Money Order	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		101.00			

RCPT# 103816	01/04/2023	01:27pm	\$257.00	YMORALES	
CASE # 22T0866A	NAME: LOPEZ GUADARRAMA, HELI			TICKET # TX6CA90YWL0K	BALANCE: 0.00
Money Order	-	\$257.00	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		123.00			

RCPT# 103817	01/04/2023	02:15pm	\$182.00	YMORALES	
CASE # 22T1646A	NAME: WHITE, CLINT SCOTT			TICKET # TX6GDG0YWLCF	BALANCE: 0.00
Dismissal	-	\$182.00	NON-MONETARY		
AFDPS		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		101.00			

RCPT# 103818	01/04/2023	02:16pm	\$20.00	YMORALES	
CASE # 22T1646A	NAME: WHITE, CLINT SCOTT			TICKET # TX6GDG0YWLCF	BALANCE: 0.00
Cash	-	\$20.00	MONETARY		
DISMISSAL FINE 20.00		20.00			

RCPT# 103819	01/04/2023	02:41pm	\$234.00	LHART	
CASE # LT230002A	NAME: AMH 2014-2 BORROWER, LLC, vs. WHITE II, CEDRIC				
Check	-	\$234.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	
CONSTABLE PCT 1		90.00	CONSTABLE PCT 1	90.00	

RCPT# 103820	01/04/2023	04:32pm	\$229.00	YMORALES	
CASE # 22T1597A	NAME: AGUILAR-MUNOZ, CRESCENAIO			TICKET # 049400	BALANCE: 0.00
Cash	-	\$229.00	MONETARY		
AFCO1		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		148.00			

RCPT# 103821	01/04/2023	04:32pm	\$182.00	YMORALES	
CASE # 22T1596A	NAME: AGUILAR-MUNOZ, CRESCENAIO			TICKET # 049400	BALANCE: 0.00
Cash	-	\$182.00	MONETARY		
AFCO1		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		101.00			

RCPT# 103822	01/05/2023	09:22am	\$229.00	LHART	
CASE # 22T1557A	NAME: MENDIVIL-ARELLANO, BRIAN			TICKET # 049420	BALANCE: 0.00
Credit Card	-	\$229.00	MONETARY		

AFCO1	5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund	4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4	4.00	Court Jury Fund - \$0.10	0.10
FINE	148.00		

RCPT# 103823 01/05/2023 09:23am \$199.00 LHART
CASE # 22T1556A NAME: MENDIVIL-ARELLANO, BRIAN TICKET # 049420 BALANCE: 0.00

Credit Card	-	\$199.00	MONETARY	
AFCO1		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		65.00		

RCPT# 103824 01/05/2023 09:35am \$182.00 LHART
CASE # 22T1162A NAME: HURTADO, VICTOR MANUEL TICKET # 51983 BALANCE: 0.00

Credit Card	-	\$182.00	MONETARY	
AFSO		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		101.00		

RCPT# 103825 01/05/2023 09:38am \$817.70 LHART
CASE # 22T0694A NAME: CREWS, TRENTON CAMPBELL TICKET # 049347 BALANCE: 0.00

Credit Card	-	\$817.70	MONETARY	
AFSO		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		470.00	TIME PAYMENT FEE 2020	15.00
OMNI CO 2020		4.00	OMNI DTO 2020	6.00
30% LINEBARGER FEE		188.70		

RCPT# 103826 01/05/2023 09:42am \$334.00 YMORALES
CASE # 22T1181A NAME: FALLEN, WALTER PATRICK TICKET # 52032 BALANCE: 0.00

Money Order	-	\$334.00	MONETARY	
AFSO		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		200.00		

RCPT# 103827 01/05/2023 10:25am \$144.00 LHART
CASE # LT230003A NAME: FAULKNER, JOHN vs. RODRIGUEZ, DEANNA

Check	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00		

RCPT# 103828 01/05/2023 01:31pm \$54.00 LHART
CASE # DC230001A NAME: LVNV FUNDING, LLC, vs. WHEATLEY, GARY

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103829 01/05/2023 02:02pm \$54.00 LHART
CASE # DC230002A NAME: LVNV FUNDING LLC,, vs. MCQUAY, ANGELA

Check	-	\$54.00	MONETARY	
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STATE CONSOLIDATED CIVIL	21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION	5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103830 01/05/2023 02:31pm \$54.00 LHART
CASE # DC230003A NAME: JEFFERSON CAPITAL SYSTEMS, LLC, vs. WIMBISH,DOYLE

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103831 01/06/2023 09:36am \$182.00 LHART
CASE # 22T1501A NAME: SWIFT,DOMINICK SCOTT TICKET # 049413 BALANCE: 0.00

Cash	-	\$182.00	MONETARY	
AFCO1		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		48.00		

RCPT# 103832 01/06/2023 09:44am \$229.00 LHART
CASE # 22T1413A NAME: NINO,MARIA CHRISTIN TICKET # TX6EIH0HALZN BALANCE: 0.00

Credit Card	-	\$229.00	MONETARY	
AFDPS		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		148.00		

RCPT# 103833 01/06/2023 09:51am \$199.00 LHART
CASE # 22T1712A NAME: DE SANTIAGO CUEVAS,ANDRES TICKET # TX6GN70HWNDQ BALANCE: 0.00

Credit Card	-	\$199.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		65.00		

RCPT# 103834 01/06/2023 11:09am \$144.00 LHART
CASE # 22T1677A NAME: REESE,STEPHEN ALEXANDER TICKET # TX6GEG0KVV6D BALANCE: 0.00

Money Order	-	\$144.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		10.00		

RCPT# 103834-V 01/06/2023 02:16pm -\$144.00 LHART
CASE # 22T1677A NAME: REESE,STEPHEN ALEXANDER TICKET # TX6GEG0KVV6D BALANCE: 0.00

Money Order	-	-\$144.00	MONETARY	
AFDPS		-5.00	State Traffic Fine - \$50	-50.00
Consolidated Court Cost	-	-62.00	Trans Fine - \$3	-3.00
Courthouse Security Fund		-4.90	TPDF 2019 \$5	-5.00
Justice Court Tech - \$4		-4.00	Court Jury Fund - \$0.10	-0.10
FINE		-10.00		

RCPT# 103835 01/06/2023 11:10am \$140.00 LHART
CASE # 22T1677A NAME: REESE,STEPHEN ALEXANDER TICKET # TX6GEG0KVV6D BALANCE: 0.00

Dismissal	-	\$140.00	NON-MONETARY	
FINE		138.00	TRANS. FEE	2.00

RCPT# 103835-V	01/06/2023	02:18pm	-\$140.00	LHART	
CASE # 22T1677A	NAME: REESE,STEPHEN ALEXANDER		TICKET # TX6GEGOKVW6D	BALANCE: 0.00	
Dismissal	-	-\$140.00	NON-MONETARY		
FINE		-138.00	TRANS. FEE		-2.00

RCPT# 103836	01/06/2023	01:19pm	\$282.00	YMORALES	
CASE # 22T0827A	NAME: DAY,JAMES BRANDON		TICKET # 051525	BALANCE: 0.00	
Cash	-	\$282.00	MONETARY		
AFSO		5.00	State Traffic Fine - \$50		50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3		3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		148.00			

RCPT# 103837	01/06/2023	01:28pm	\$159.00	YMORALES	
CASE # 22T1669A	NAME: MARTINEZ SANTOS,CARLOS		TICKET # TX6GKLOKGF9P	BALANCE: 0.00	
Dismissal	-	\$159.00	NON-MONETARY		
AFDPS		5.00	State Traffic Fine - \$50		50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3		3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		25.00			

RCPT# 103838	01/06/2023	01:29pm	\$20.00	YMORALES	
CASE # 22T1669A	NAME: MARTINEZ SANTOS,CARLOS		TICKET # TX6GKLOKGF9P	BALANCE: 0.00	
Cash	-	\$20.00	MONETARY		
DISMISSAL FINE 20.00		20.00			

RCPT# 103839	01/06/2023	01:36pm	\$431.60	YMORALES	
CASE # 22T0048A	NAME: ALVAREZ,DIEGO AMADER		TICKET # 047530	BALANCE: 0.00	
Cash	-	\$431.60	MONETARY		
AFSO		5.00	State Traffic Fine - \$50		50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3		3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		173.00	TIME PAYMENT FEE 2020		15.00
OMNI CO 2020		4.00	OMNI DTO 2020		6.00
30% LINEBARGER FEE		99.60			

RCPT# 103840	01/06/2023	02:21pm	\$144.00	LHART	
CASE # 22T1677A	NAME: REESE,STEPHEN ALEXANDER		TICKET # TX6GEGOKVW6D	BALANCE: 0.00	
Money Order	-	\$144.00	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50		50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3		3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
DEFENSIVE DRIVING SCHOOL		10.00			

RCPT# 103841	01/06/2023	02:21pm	\$54.00	YMORALES	
CASE # SC220058A	NAME: KIRK/J&S ROOFING,ROBERT SETH vs. ASCENCIO,ANTONIO			BALANCE: 0.00	
Cash	-	\$54.00	MONETARY		
COUNTERCLAIM		54.00			

RCPT# 103842	01/06/2023	02:22pm	\$148.00	LHART	
CASE # 22T1677A	NAME: REESE,STEPHEN ALEXANDER		TICKET # TX6GEGOKVW6D	BALANCE: 0.00	
Dismissal	-	\$148.00	NON-MONETARY		

FINE 148.00

RCPT# 103843 01/06/2023 03:17pm \$234.00 LHART
CASE # LT230004A NAME: ARTEAGA, CARLO vs. WAFFORD, BARDALE

Check - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 103844 01/06/2023 03:45pm \$135.00 LHART
CASE # 22T1342A NAME: KUSTURIN, ROBERT STEVE TICKET # TX6E890YWL8B BALANCE: 0.00

Money Order - \$135.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
DEFERRED FINE 54.00

RCPT# 103845 01/09/2023 09:09am \$182.00 YMORALES
CASE # 22T1692A NAME: OJEDA LOPEZ, DAVID TICKET # 53456 BALANCE: 0.00

Cash - \$182.00 MONETARY
AFSO 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103846 01/09/2023 09:09am \$182.00 LHART
CASE # 22T1595A NAME: GARZA-PURNDES, HECTOR TICKET # 52980 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFSO 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103847 01/09/2023 09:13am \$93.00 LHART
CASE # 22T1640A NAME: SILVA, MARIA GUADALUPE TICKET # TX6G3I0HWNCL BALANCE: 0.00

Credit Card - \$93.00 MONETARY
FINE 91.00 TRANS. FEE 2.00

RCPT# 103848 01/09/2023 09:20am \$380.00 LHART
CASE # 19T2774A NAME: ELKINS, SAMANTHA MARIE TICKET # TX5CLN0SMZDI BALANCE: 0.00

Credit Card - \$380.00 MONETARY
AFDPS 5.00 T. F. C 3.00
C. H. S. 4.00 TRANS. FEE 2.00
JPTECH 4.00 STF 30.00
CCC Prior 2019 \$40 40.00 JSF 6.00
JURY REIMB FEE 4.00 Indigent Defense Fund 2.00
MOVING VIOLATION STATE FE 0.10 TPDF Prior to 2019 2.00
FINE 147.90 30% LINEBARGER FEE 75.00
TIME PAY-STATE 25.00 OMNI-DPS 20.00
OMNI-DTO 6.00 OMNI-COUNTY 4.00

RCPT# 103849 01/09/2023 09:21am \$798.60 LHART
CASE # 19T2773A NAME: ELKINS, SAMANTHA MARIE TICKET # TX5CLN0SMZDI BALANCE: 0.00

Credit Card - \$798.60 MONETARY
AFDPS 5.00 T. F. C 3.00
C. H. S. 4.00 TRANS. FEE 2.00
JPTECH 4.00 STF 30.00
CCC Prior 2019 \$40 40.00 JSF 6.00

JURY REIMB FEE	4.00	Indigent Defense Fund	2.00
MOVING VIOLATION STATE FE	0.10	TPDF Prior to 2019	2.00
FINE	469.90	30% LINEBARGER FEE	171.60
TIME PAY-STATE	25.00	OMNI-DPS	20.00
OMNI-DTO	6.00	OMNI-COUNTY	4.00

RCPT# 103850 01/09/2023 11:39am \$144.00 LHART
CASE # SC230001A NAME: ATER,MIKE vs. CLEGG JR,KENNETH

Money Order	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00		

RCPT# 103850-V 01/09/2023 11:54am -\$144.00 LHART
CASE # SC230001A NAME: ATER,MIKE vs. CLEGG JR,KENNETH

Money Order	-	-\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		-21.00	JUSTICE COURT SUPPORT FUN	-25.00
COUNTY DISPUTE RESOLUTION		-5.00	LANGUAGE ACCESS FUND	-3.00
CONSTABLE PCT 1		-90.00		

RCPT# 103851 01/09/2023 11:55am \$144.00 LHART
CASE # SC230001A NAME: ATER,MIKE vs. CLEGG JR,KENNETH

Money Order	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PRECINCT 2		90.00		

RCPT# 103851-V 01/09/2023 02:11pm -\$144.00 LHART
CASE # SC230001A NAME: ATER,MIKE vs. CLEGG JR,KENNETH

Money Order	-	-\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		-21.00	JUSTICE COURT SUPPORT FUN	-25.00
COUNTY DISPUTE RESOLUTION		-5.00	LANGUAGE ACCESS FUND	-3.00
CONSTABLE PRECINCT 2		-90.00		

RCPT# 103852 01/09/2023 01:36pm \$369.00 LHART
CASE # 22T1514A NAME: TRUONG,NHI BOI TICKET # TX6FGF0HAL41 BALANCE: 0.00

Dismissal	-	\$369.00	NON-MONETARY	
AFDPS		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		288.00		

RCPT# 103853 01/09/2023 02:12pm \$144.00 LHART
CASE # SC230001A NAME: ATER,MIKE vs. CLEGG JR,KENNETH

Money Order	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PRECINCT 3		90.00		

RCPT# 103854 01/09/2023 02:43pm \$234.00 YMORALES
CASE # LT230005A NAME: EMERALD GARDEN APARTMENTS , vs. SILOS ,FRANK THOMA

Cash	-	\$234.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00	CONSTABLE PCT 1	90.00

RCPT# 103855 01/09/2023 02:46pm \$54.00 LHART

CASE # DC230004A NAME: LVNV FUNDING LLC, vs. HINES, JULIE

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103856 01/09/2023 03:03pm \$144.00 LHART
CASE # LT230006A NAME: COOK/FBM, JOHN AND KIM vs. CAVIL, DAWN

Check	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00		

RCPT# 103857 01/09/2023 03:10pm \$8.00 JGUZMAN
CASE # JC101075A NAME: PALLIDA, L.L.C., SUCCESSOR IN INTEREST OF DODEKA,

Check	-	\$8.00	MONETARY	
Transaction Admin		8.00		

RCPT# 103858 01/09/2023 03:42pm \$144.00 LHART
CASE # LT230007A NAME: ENNIS HOUSING AUTHORITY, vs. BUSTAMANTE, JUAN

Check	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00		

RCPT# 103859 01/09/2023 04:08pm \$54.00 LHART
CASE # DC230005A NAME: JEFFERSON CAPITAL SYSTEMS, LLC, vs. WHITE, WILLIAM

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103860 01/10/2023 09:23am \$282.00 LHART
CASE # 22T1795A NAME: SALDANA, JUAN LUIS TICKET # TX6GYI0PETRG BALANCE: 0.00

Credit Card	-	\$282.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		148.00		

RCPT# 103861 01/10/2023 09:30am \$307.00 LHART
CASE # 22T1648A NAME: SANCHEZ, ALEXIS NICOLE TICKET # N165809 BALANCE: 0.00

Credit Card	-	\$307.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		173.00		

RCPT# 103862 01/10/2023 09:35am \$431.60 LHART
CASE # 21T7481A NAME: HUTSON, AUSTIN LANE TICKET # TX614E0KVFIF BALANCE: 0.00

Credit Card	-	\$431.60	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		173.00	TIME PAYMENT FEE 2020	15.00
OMNI CO 2020		4.00	OMNI DTO 2020	6.00

30% LINEBARGER FEE

99.60

RCPT# 103863 01/10/2023 10:40am \$300.00 LHART
CASE # 22T0826A NAME: ARREGUIN,LUIS ERNESTO TICKET # 051524 BALANCE: 0.00

Money Order - \$300.00 MONETARY
AFSO 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
DEFERRED FINE 166.00

RCPT# 103864 01/10/2023 01:22pm \$144.00 LHART
CASE # LT230008A NAME: VIEN,LADD vs. DOMINGUEZ,ANA RODRIGUEZ

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00

RCPT# 103865 01/10/2023 03:07pm \$209.00 LHART
CASE # 22T1738A NAME: BANKS,NICKY ELAINE TICKET # 53559 BALANCE: 0.00

Cash - \$209.00 MONETARY
AFCO1 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 128.00

RCPT# 103866 01/11/2023 09:09am \$199.00 YMORALES
CASE # 22T1672A NAME: MCMULLEN,MICHAEL ADAM TICKET # TX6GAN0JOCR1 BALANCE: 0.00

Money Order - \$199.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 65.00

RCPT# 103867 01/11/2023 09:41am \$429.00 LHART
CASE # 17T0234A NAME: JOHNSON,MORGAN CAROLINE TICKET # TX51MF0SICC9 BALANCE: 0.00

Credit Card - \$429.00 MONETARY
AFDPS 5.00 T.F.C 3.00
C.H.S. 4.00 TRANS. FEE 2.00
JPTECH 4.00 STF 30.00
CCC Prior 2019 \$40 40.00 JSF 6.00
JURY REIMB FEE 4.00 Indigent Defense Fund 2.00
MOVING VIOLATION STATE FE 0.10 TPDF Prior to 2019 2.00
FINE 172.90 TIME PAY-STATE 25.00
OMNI-DPS 20.00 OMNI-DTO 6.00
OMNI-COUNTY 4.00 30% LINEBARGER FEE 99.00

RCPT# 103868 01/11/2023 10:08am \$234.00 LHART
CASE # LT230009A NAME: FBM PROPERTY MANAGEMENT AS AGENT FOR CLAY STREET P

Check - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 103869 01/11/2023 10:45am \$500.00 LHART
CASE # 19T2813A NAME: GARCIA,CARLOS TICKET # TX5CVA0URLZY BALANCE: 0.00

Credit Card - \$500.00 MONETARY

AFDPS	5.00	T.F.C	3.00
C.H.S.	4.00	TRANS. FEE	4.00
JPTECH	4.00	STF	30.00
CCC Prior 2019 \$40	40.00	JSF	6.00
JURY REIMB FEE	4.00	Indigent Defense Fund	2.00
MOVING VIOLATION STATE FE	0.10	TPDF Prior to 2019	2.00
DEFERRED FINE	255.51	30% LINEBARGER FEE	115.39
TIME PAY-STATE	25.00		

RCPT# 103870 01/11/2023 10:47am \$300.00 LHART
CASE # 19T2814A NAME: GARCIA,CARLOS TICKET # TX5CVA0URLZY BALANCE: 0.00

Credit Card	-	\$300.00	MONETARY	
AFDPS		5.00	C.H.S.	4.00
TRANS. FEE		4.00	JPTECH	4.00
CCC Prior 2019 \$40		40.00	JSF	6.00
JURY REIMB FEE		4.00	T.F.C	3.00
Indigent Defense Fund		2.00	TPDF Prior to 2019	2.00
DEFERRED FINE		131.00	30% LINEBARGER FEE	70.00
TIME PAY-STATE		25.00		

RCPT# 103871 01/11/2023 12:38pm \$100.00 YMORALES
CASE # 22T1550A NAME: KNIGHT,MARTHA TICKET # 53838 BALANCE: 506.00

Cash	-	\$100.00	MONETARY	
AFSO		3.73	State Traffic Fine - \$50	37.31
Consolidated Court Cost	-	46.27	Trans Fine - \$3	2.24
Courthouse Security Fund		3.66	TPDF 2019 \$5	3.73
Justice Court Tech - \$4		2.99	Court Jury Fund - \$0.10	0.07

RCPT# 103872 01/11/2023 01:07pm \$234.00 LHART
CASE # LT230010A NAME: CAMILLO OZ SFR 2019 LLC, vs. THORNTON,DEMETRA LYNN

Check	-	\$234.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00	CONSTABLE PCT 1	90.00

RCPT# 103873 01/11/2023 02:03pm \$144.00 YMORALES
CASE # LT230011A NAME: SPYGLASS OF ENNIS , vs. BURLEY ,CRYSTAL

Cash	-	\$144.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00
CONSTABLE PCT 1		90.00		

RCPT# 103874 01/11/2023 02:46pm \$182.00 LHART
CASE # LT220149A NAME: HPA TEXAS SUB 2018-1 ML LLC, vs. DAVIS,LISA

Check	-	\$182.00	MONETARY	
WRIT CONST. PCT. 1		175.00	Transaction Admin	7.00

RCPT# 103875 01/11/2023 03:11pm \$182.00 LHART
CASE # LT220148A NAME: HPA TEXAS SUB 2016 ML LLC, vs. JONES,IRMA

Check	-	\$182.00	MONETARY	
WRIT CONST. PCT. 1		175.00	Transaction Admin	7.00

RCPT# 103876 01/11/2023 04:07pm \$54.00 LHART
CASE # DC230006A NAME: JEFFERSON CAPITAL SYSTEMS, LLC, vs. PALMER,PAULA M

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103877	01/12/2023	09:30am	\$282.00	LHART	
CASE # 22T1087A	NAME: SANTIZO ALVAREZ, KAREN		TICKET # 050965	BALANCE: 0.00	
Credit Card	-	\$282.00	MONETARY		
AFSO		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		148.00			

RCPT# 103878	01/12/2023	09:33am	\$182.00	LHART	
CASE # 22T1088A	NAME: SANTIZO ALVAREZ, KAREN		TICKET # 050965	BALANCE: 0.00	
Credit Card	-	\$182.00	MONETARY		
AFSO		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		101.00			

RCPT# 103879	01/12/2023	09:35am	\$282.00	LHART	
CASE # 22T1018A	NAME: PICKRELL, ETHAN JAMES		TICKET # TX6CP10SLV8E	BALANCE: 0.00	
Credit Card	-	\$282.00	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		148.00			

RCPT# 103880	01/12/2023	10:06am	\$54.00	LHART	
CASE # DC230007A	NAME: LVNV FUNDING LLC, vs. RUIZ, GRACIE				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103881	01/12/2023	11:02am	\$54.00	LHART	
CASE # DC230008A	NAME: LVNV FUNDING LLC, vs. KOERKENMEIER, MISTY				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103882	01/12/2023	12:13pm	\$54.00	LHART	
CASE # DC230009A	NAME: CITIBANK, N.A., vs. IVORY, CAROLYN				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103883	01/12/2023	12:32pm	\$54.00	LHART	
CASE # DC230010A	NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. VARRASSI, PJ				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103884	01/12/2023	02:25pm	\$144.00	LHART	
CASE # 22T1742A	NAME: LI, CHENXI		TICKET # 54205	BALANCE: 150.00	
Money Order	-	\$144.00	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	

Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
DEFENSIVE DRIVING SCHOOL 10.00

RCPT# 103885 01/12/2023 02:58pm \$54.00 LHART
CASE # DC230011A NAME: BANK OF AMERICA, N.A., vs. SITTING, BRYAN

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103886 01/12/2023 03:09pm \$54.00 LHART
CASE # DC230012A NAME: BANK OF AMERICA, N.A., vs. JIMENEZ, BIANCA E.

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103887 01/13/2023 08:20am \$41.00 JGUZMAN
CASE # 22T1449A NAME: AYALA, BRYAN TICKET # 050973 BALANCE: 0.00

Cash - \$41.00 MONETARY
FINE 41.00

RCPT# 103888 01/13/2023 09:28am \$334.10 LHART
CASE # 21T7298A NAME: ALLEN, JASON TICKET # 046439 BALANCE: 0.00

Credit Card - \$334.10 MONETARY
AFSO 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 98.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 77.10

RCPT# 103889 01/13/2023 09:33am \$817.70 LHART
CASE # 20T5496A NAME: COLE, JERAHN ASHANTI ISHOD TICKET # TX5STCOKAIEB BALANCE: 0.00

Credit Card - \$817.70 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 470.00 TIME PAYMENT FEE 2020 15.00
OMNI CO 2020 4.00 OMNI DTO 2020 6.00
30% LINEBARGER FEE 188.70

RCPT# 103890 01/13/2023 09:35am \$182.00 LHART
CASE # 22T1517A NAME: PARRA, HECTOR TICKET # 51855 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFSO 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103891 01/13/2023 09:37am \$282.00 LHART
CASE # 22T1785A NAME: RODAS CEDILLOS, JEIMY ELIZ TICKET # TX6H770SLVKS BALANCE: 0.00

Credit Card - \$282.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103892	01/13/2023	09:53am	\$229.00	LHART	
CASE # 22T1794A	NAME: GARY, MCKENZIE LYNN		TICKET # TX6GYJ0PETRH	BALANCE: 0.00	
Dismissal	-	\$229.00	NON-MONETARY		
AFDPS		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		148.00			

RCPT# 103893	01/13/2023	09:54am	\$20.00	LHART	
CASE # 22T1794A	NAME: GARY, MCKENZIE LYNN		TICKET # TX6GYJ0PETRH	BALANCE: 0.00	
Cash	-	\$20.00	MONETARY		
DISMISSAL FINE 20.00		20.00			

RCPT# 103894	01/13/2023	11:25am	\$54.00	LHART	
CASE # DC230013A	NAME: CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.,				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103895	01/13/2023	12:10pm	\$54.00	LHART	
CASE # DC230014A	NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. ROSENTHAL, LIS				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103896	01/13/2023	01:16pm	\$54.00	LHART	
CASE # DC230015A	NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. DONNELL, ROBER				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103897	01/13/2023	01:56pm	\$144.00	LHART	
CASE # LT230012A	NAME: GONZALES, SERGIO vs. SANCHEZ, BENITO O.				
Cash	-	\$144.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	
CONSTABLE PCT 1		90.00			

RCPT# 103898	01/13/2023	02:46pm	\$275.00	LHART	
CASE # 22T1223A	NAME: MAST, JASON RICHARD		TICKET # TX6DTJ0PETIG	BALANCE: 0.00	
Money Order	-	\$275.00	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
DEFERRED FINE		141.00			

RCPT# 103899	01/13/2023	03:26pm	\$234.00	LHART	
CASE # LT230013A	NAME: 56 ENNIS TEXAS LLC, vs. SWINDLE, JOSEPH				
Check	-	\$234.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	
CONSTABLE PCT 1		90.00	CONSTABLE PCT 1	90.00	

RCPT# 103900 01/13/2023 03:53pm \$144.00 LHART
CASE # LT230014A NAME: K-NOR PROPERTY MANAGEMENT L.P., vs. FARR,COREY

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00

RCPT# 103901 01/13/2023 03:59pm \$234.00 LHART
CASE # LT230015A NAME: K-NOR PROPERTY MANAGEMENT L.P., vs. WILLIAMS,SANDR

Check - \$234.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00

RCPT# 103902 01/17/2023 08:20am \$307.00 JGUZMAN
CASE # 23T0065A NAME: SALAIS,PETE MARTIN TICKET # TX6HD80HAL3P BALANCE: 0.00

Cash - \$307.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 173.00

RCPT# 103903 01/17/2023 08:20am \$159.00 JGUZMAN
CASE # 23T0066A NAME: SALAIS,PETE MARTIN TICKET # TX6HD80HAL3P BALANCE: 0.00

Dismissal - \$159.00 NON-MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 25.00

RCPT# 103904 01/17/2023 08:21am \$20.00 JGUZMAN
CASE # 23T0066A NAME: SALAIS,PETE MARTIN TICKET # TX6HD80HAL3P BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00

RCPT# 103905 01/17/2023 08:52am \$144.00 LHART
CASE # LT230016A NAME: SERENITY VETERANS VILLAGE, vs. ORTBERG,SHANNON

Cash - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00

RCPT# 103906 01/17/2023 09:46am \$334.00 LHART
CASE # 22T1619A NAME: EAR,CASEY SEAV TICKET # TX6G7FOYWLC4 BALANCE: 0.00

Credit Card - \$334.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 200.00

RCPT# 103907 01/17/2023 09:48am \$213.00 LHART
CASE # 22T1618A NAME: EAR,CASEY SEAV TICKET # TX6G7FOYWLC4 BALANCE: 0.00

Credit Card - \$213.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00

Consolidated Court Cost -	62.00	Trans Fine - \$3	3.00
Courthouse Security Fund	4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4	4.00	Court Jury Fund - \$0.10	0.10
FINE	79.00		

RCPT# 103908 01/17/2023 09:50am \$282.00 LHART
CASE # 22T1768A **NAME:** WYROSTEK, CHRISTOPHER PAUL **TICKET #** TX6GDM0SLVIH **BALANCE:** 0.00

Credit Card	-	\$282.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		148.00		

RCPT# 103909 01/17/2023 09:52am \$182.00 LHART
CASE # 22T1575A **NAME:** HERNANDEZ, JAVIER **TICKET #** TX6FRG0KGF82 **BALANCE:** 0.00

Credit Card	-	\$182.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		48.00		

RCPT# 103910 01/17/2023 09:54am \$523.00 LHART
CASE # 19T3449A **NAME:** GARRIS, JUSTIN WAYNE **TICKET #** 038421 **BALANCE:** 0.00

Credit Card	-	\$523.00	MONETARY	
AFSO		5.00	C.H.S.	4.00
TRANS. FEE		2.00	JPTECH	4.00
CCC Prior 2019 \$40		40.00	JSF	6.00
JURY REIMB FEE		4.00	T.F.C	3.00
Indigent Defense Fund		2.00	TPDF Prior to 2019	2.00
FINE		288.00	30% LINEBARGER FEE	108.00
TIME PAY-STATE		25.00	OMNI-DPS	20.00
OMNI-DTO		6.00	OMNI-COUNTY	4.00

RCPT# 103911 01/17/2023 10:15am \$182.00 JGUZMAN
CASE # 23T0011A **NAME:** CORCAS, GERMAN **TICKET #** 54342 **BALANCE:** 0.00

Cash	-	\$182.00	MONETARY	
AFSO		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		101.00		

RCPT# 103912 01/17/2023 10:18am \$150.00 JGUZMAN
CASE # 22T1381A **NAME:** MARTIN, ELIZABETH MORGAN **TICKET #** TX6EC80YWL8J **BALANCE:** 0.00

Dismissal	-	\$150.00	NON-MONETARY	
FINE		148.00	TRANS. FEE	2.00

RCPT# 103913 01/17/2023 01:34pm \$159.00 LHART
CASE # 22T1776A **NAME:** MARTINEZ VEGA, JULIO CESAR **TICKET #** TX6H790SLVKV **BALANCE:** 0.00

Dismissal	-	\$159.00	NON-MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		25.00		

RCPT# 103914 01/17/2023 01:35pm \$20.00 LHART
CASE # 22T1776A **NAME:** MARTINEZ VEGA, JULIO CESAR **TICKET #** TX6H790SLVKV **BALANCE:** 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00

RCPT# 103915 01/17/2023 01:36pm \$229.00 LHART
CASE # 22T1777A NAME: MARTINEZ VEGA, JULIO CESAR TICKET # TX6H790SLVKV BALANCE: 0.00

Dismissal - \$229.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103916 01/17/2023 01:36pm \$20.00 LHART
CASE # 22T1777A NAME: MARTINEZ VEGA, JULIO CESAR TICKET # TX6H790SLVKV BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00

RCPT# 103917 01/17/2023 01:37pm \$182.00 LHART
CASE # 22T1775A NAME: MARTINEZ VEGA, JULIO CESAR TICKET # TX6H790SLVKV BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103918 01/17/2023 02:00pm \$182.00 JGUZMAN
CASE # 23T0045A NAME: GONZALES VALDEZ, ISRAEL TICKET # TX6HE00YWLE4 BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103919 01/17/2023 02:00pm \$226.00 JGUZMAN
CASE # 23T0046A NAME: GONZALES VALDEZ, ISRAEL TICKET # TX6HE00YWLE4 BALANCE: 226.00

Cash - \$226.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 145.00

RCPT# 103920 01/17/2023 02:13pm \$815.10 LHART
CASE # 19T3880A NAME: MARKALONIS, MICHAEL ALAN TICKET # TX5IDG0KGK65 BALANCE: 0.00

Time Served - \$815.10 NON-MONETARY
AFDPS 5.00 T.F.C 3.00
C.H.S. 4.00 TRANS. FEE 2.00
JPTECH 4.00 STF 30.00
CCC Prior 2019 \$40 40.00 JSF 6.00
JURY REIMB FEE 4.00 Indigent Defense Fund 2.00
MOVING VIOLATION STATE FE 0.10 TPDF Prior to 2019 2.00
FINE 469.90 TIME PAY-STATE 25.00
OMNI-DPS 20.00 OMNI-DTO 6.00
OMNI-COUNTY 4.00 30% LINEBARGER FEE 188.10

RCPT# 103921 01/17/2023 02:16pm \$357.50 LHART
CASE # 19T3881A NAME: MARKALONIS, MICHAEL ALAN TICKET # TX5IDG0KGK65 BALANCE: 0.00

Time Served - \$357.50 NON-MONETARY
AFDPS 5.00 C.H.S. 4.00

TRANS. FEE	2.00	JPTECH	4.00
CCC Prior 2019 \$40	40.00	JSF	6.00
JURY REIMB FEE	4.00	T.F.C	3.00
Indigent Defense Fund	2.00	TPDF Prior to 2019	2.00
FINE	148.00	TIME PAY-STATE	25.00
OMNI-DPS	20.00	OMNI-DTO	6.00
OMNI-COUNTY	4.00	30% LINEBARGER FEE	82.50

RCPT# 103922 01/18/2023 08:41am \$182.00 JGUZMAN
CASE # LT220183A NAME: CALDWELL,RW vs. MILLER,BYRON

Check	-	\$182.00	MONETARY	
WRIT CONST. PCT. 1		175.00	Transaction Admin	7.00

RCPT# 103923 01/18/2023 09:03am \$257.00 LHART
CASE # 22T1729A NAME: MARTINEZ,CARINA TICKET # 54090 BALANCE: 0.00

Credit Card	-	\$257.00	MONETARY	
AFSO		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		123.00		

RCPT# 103924 01/18/2023 09:05am \$431.60 LHART
CASE # 22T0253A NAME: FULLER,MONTANA DOUGLAS TICKET # N710107 BALANCE: 0.00

Credit Card	-	\$431.60	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		173.00	TIME PAYMENT FEE 2020	15.00
OMNI CO 2020		4.00	OMNI DTO 2020	6.00
30% LINEBARGER FEE		99.60		

RCPT# 103925 01/18/2023 09:09am \$182.00 LHART
CASE # 22T1752A NAME: CARRILLO AMBRIZ,SALOMON TICKET # TX6H4G0SLVKI BALANCE: 0.00

Credit Card	-	\$182.00	MONETARY	
AFDPS		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		101.00		

RCPT# 103926 01/18/2023 09:11am \$229.00 LHART
CASE # 22T1753A NAME: CARRILLO AMBRIZ,SALOMON TICKET # TX6H4G0SLVKI BALANCE: 0.00

Credit Card	-	\$229.00	MONETARY	
AFDPS		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		148.00		

RCPT# 103927 01/18/2023 10:50am \$314.60 JGUZMAN
CASE # 19T4527A NAME: SHARPE,RICKY TICKET # TX5LWNOKAIYH BALANCE: 0.00

Dismissal	-	\$314.60	NON-MONETARY	
AFDPS		5.00	C.H.S.	4.00
TRANS. FEE		2.00	JPTECH	4.00
CCC Prior 2019 \$40		40.00	JSF	6.00
Indigent Defense Fund		2.00	JURY REIMB FEE	4.00
TPDF Prior to 2019		2.00	T.F.C	3.00
FINE		145.00	TIME PAY-STATE	15.00
OMNI CO 2020		4.00	OMNI DTO 2020	6.00
30% LINEBARGER FEE		72.60		

RCPT# 103928 01/18/2023 02:20pm \$150.00 LHART
CASE # 22T1421A NAME: GARZA, MICHAEL XAVIER TICKET # 52251 BALANCE: 0.00

Dismissal - \$150.00 NON-MONETARY
FINE 148.00 TRANS. FEE 2.00

RCPT# 103929 01/18/2023 02:38pm \$144.00 LHART
CASE # LT230017A NAME: SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES, vs

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00

RCPT# 103930 01/18/2023 04:14pm \$182.00 LHART
CASE # LT220170A NAME: GUANDIQUE, JORGE vs. BURTON, KRIS OPHER WAYNE

Cash - \$182.00 MONETARY
WRIT CONST. PCT. 1 175.00 Transaction Admin 7.00

RCPT# 103931 01/19/2023 10:02am \$324.00 LHART
CASE # LT230018A NAME: CAMILLO PROPERTIES, LTD, vs. HERNANDEZ, NANCY ANDRE

Check - \$324.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00 CONSTABLE PCT 1 90.00
CONSTABLE PCT 1 90.00

RCPT# 103932 01/19/2023 10:44am \$144.00 LHART
CASE # LT230019A NAME: CAMILLO OZ SFR 2019 LLC, vs. REYES, JESUS M

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00

RCPT# 103933 01/19/2023 11:12am \$144.00 LHART
CASE # LT230020A NAME: RAMIREZ, EVA H. vs. PAIR, JOEL

Check - \$144.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00
CONSTABLE PCT 1 90.00

RCPT# 103934 01/19/2023 12:15pm \$144.00 LHART
CASE # 22T1748A NAME: BELTON, YASZMEN MARIE TICKET # TX6H760SLVKP BALANCE: 150.00

Money Order - \$144.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
DEFENSIVE DRIVING SCHOOL 10.00

RCPT# 103935 01/19/2023 02:11pm \$54.00 LHART
CASE # DC230016A NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. MCCULLAR, ANJA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103936 01/19/2023 02:24pm \$182.00 LHART
CASE # 22T1786A NAME: RODRIGUEZ LEIJA, LUIS ANTO TICKET # TX6H4FOSLVKE BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103937 01/19/2023 02:53pm \$54.00 LHART
CASE # DC230017A NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. HUERTA, EDUARD

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103938 01/19/2023 03:05pm \$54.00 LHART
CASE # DC230018A NAME: ACCELERATED INVENTORY MANAGEMENT, LLC,, vs. JUAREZ

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103939 01/19/2023 03:58pm \$54.00 LHART
CASE # DC230019A NAME: CAPITAL ONE, N.A., vs. ROMERO, ALEJANDRA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103940 01/19/2023 04:56pm \$54.00 LHART
CASE # DC230020A NAME: UHG I LLC,, vs. ASBILL, LARRY

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103941 01/20/2023 09:21am \$182.00 LHART
CASE # 22T1685A NAME: MONTENEGRO HERRERA, JOSE D TICKET # TX6GN70KVV73 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 48.00

RCPT# 103942 01/20/2023 09:29am \$229.00 LHART
CASE # 23T0059A NAME: RIVERA, GRISELDA ESTAFINI TICKET # TX6H2D0HAL1Y BALANCE: 0.00

Credit Card - \$229.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103943 01/20/2023 09:30am \$229.00 LHART
CASE # 23T0058A NAME: RIVERA, GRISELDA ESTAFINI TICKET # TX6H2D0HAL1Y BALANCE: 0.00

Credit Card - \$229.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103944	01/20/2023	12:56pm	\$209.00	LHART	
CASE # 22T0967A	NAME: BRUMLEY,DIANNE RENEE		TICKET # 52597	BALANCE: 0.00	
Time Served	-	\$209.00	NON-MONETARY		
AFSO		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		128.00			

RCPT# 103945	01/20/2023	02:01pm	\$54.00	LHART	
CASE # DC230021A	NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. SANCHEZ,MA				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103946	01/20/2023	02:08pm	\$229.00	LHART	
CASE # 22T1654A	NAME: GARCIA,JOSH BRYAN		TICKET # 53588	BALANCE: 0.00	
Cash	-	\$229.00	MONETARY		
AFCO1		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		148.00			

RCPT# 103947	01/20/2023	02:55pm	\$54.00	LHART	
CASE # DC230022A	NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. ANASTASIO				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103948	01/23/2023	09:26am	\$102.00	LHART	
CASE # 22T1384A	NAME: MENDEZ,PRISCILLA		TICKET # TX6E9G0SLVFE	BALANCE: 102.00	
Credit Card	-	\$102.00	MONETARY		
FINE		100.00	TRANS. FEE	2.00	

RCPT# 103949	01/23/2023	12:58pm	\$54.00	LHART	
CASE # DC230023A	NAME: TD BANK USA, N.A., vs. JIMENEZ,RAYMOND				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103950	01/23/2023	01:16pm	\$54.00	LHART	
CASE # DC230024A	NAME: DISCOVER BANK, vs. ESPARZA,CHARLES				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103951	01/23/2023	01:50pm	\$54.00	LHART	
CASE # DC230025A	NAME: DISCOVER BANK, vs. DOSTILLIO,HAILEY				
Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103952	01/23/2023	02:12pm	\$54.00	LHART	
CASE # DC230026A	NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. HUERTA,CHR				
Check	-	\$54.00	MONETARY		

STATE CONSOLIDATED CIVIL	21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION	5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103953 01/23/2023 02:26pm \$54.00 LHART
CASE # DC230027A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. NASH, LAURA

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103954 01/24/2023 10:01am \$396.50 LHART
CASE # 16T7644A NAME: BRACK, KENTON MALIK TICKET # TX4PRL0UAY07 BALANCE: 0.00

Credit Card	-	\$396.50	MONETARY	
AFDPS		5.00	T.F.C	3.00
C.H.S.		4.00	TRANS. FEE	2.00
JPTECH		4.00	STF	30.00
CCC Prior 2019 \$40		40.00	JSF	6.00
JURY REIMB FEE		4.00	Indigent Defense Fund	2.00
MOVING VIOLATION STATE FE		0.10	TPDF Prior to 2019	2.00
FINE		147.90	OMNI-DPS	20.00
OMNI-DTO		6.00	OMNI-COUNTY	4.00
TIME PAY-STATE		25.00	30% LINEBARGER FEE	91.50

RCPT# 103955 01/24/2023 10:06am \$282.10 LHART
CASE # 16T7643A NAME: BRACK, KENTON MALIK TICKET # TX4PRL0UAY07 BALANCE: 0.00

Credit Card	-	\$282.10	MONETARY	
AFDPS		5.00	C.H.S.	4.00
TRANS. FEE		2.00	JPTECH	4.00
CCC Prior 2019 \$40		40.00	JSF	6.00
JURY REIMB FEE		4.00	T.F.C	3.00
Indigent Defense Fund		2.00	TPDF Prior to 2019	2.00
FINE		90.00	OMNI-DPS	20.00
OMNI-DTO		6.00	OMNI-COUNTY	4.00
TIME PAY-STATE		25.00	30% LINEBARGER FEE	65.10

RCPT# 103956 01/24/2023 10:08am \$331.50 LHART
CASE # 16T7645A NAME: BRACK, KENTON MALIK TICKET # TX4PRL0UAY07 BALANCE: 0.00

Credit Card	-	\$331.50	MONETARY	
AFDPS		5.00	C.H.S.	4.00
TRANS. FEE		2.00	JPTECH	4.00
CCC Prior 2019 \$40		40.00	JSF	6.00
JURY REIMB FEE		4.00	T.F.C	3.00
Indigent Defense Fund		2.00	TPDF Prior to 2019	2.00
FINE		128.00	OMNI-DPS	20.00
OMNI-DTO		6.00	OMNI-COUNTY	4.00
TIME PAY-STATE		25.00	30% LINEBARGER FEE	76.50

RCPT# 103957 01/24/2023 10:18am \$199.00 LHART
CASE # 23T0047A NAME: HARRISON, LEO WAYNE TICKET # TX6HIC0HWNES BALANCE: 0.00

Credit Card	-	\$199.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost	-	62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		65.00		

RCPT# 103958 01/24/2023 10:30am \$182.00 LHART
CASE # 22T1771A NAME: MENDEZ GONZALEZ, HERMILA TICKET # TX6H5B0AKD41 BALANCE: 0.00

Credit Card	-	\$182.00	MONETARY	
AFDPS		5.00	Consolidated Court Cost -	62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00

Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103959 01/24/2023 10:40am \$282.00 LHART
CASE # 22T1065A NAME: HART,ERICA LASHAY TICKET # 050023 BALANCE: 0.00

Credit Card - \$282.00 MONETARY
AFSO 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103960 01/24/2023 11:19am \$50.00 LHART
CASE # TRU-20230001 NAME: CASTILLO,LILIANA TICKET # BALANCE: 0.00

Cash - \$50.00 MONETARY
TRUANCY FEE 50.00

RCPT# 103961 01/24/2023 12:13pm \$181.00 LHART
CASE # 23T0008A NAME: RAMIREZ,BLANCA TICKET # BALANCE: 0.00

Dismissal - \$181.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 100.00

RCPT# 103962 01/24/2023 01:17pm \$54.00 LHART
CASE # DC230028A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. CALHOUN,DA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103963 01/24/2023 01:39pm \$144.00 LHART
CASE # 22T1747A NAME: DAVILA,MYRNA IDALIA TICKET # TX6GZ90SLVK0 BALANCE: 150.00

Money Order - \$144.00 MONETARY
AFDPS 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
DEFENSIVE DRIVING SCHOOL 10.00

RCPT# 103964 01/24/2023 02:36pm \$229.00 LHART
CASE # 23T0029A NAME: BAXTER,STEPHEN WAYNE TICKET # TX6HF00YWLE6 BALANCE: 0.00

Dismissal - \$229.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103965 01/24/2023 02:37pm \$20.00 LHART
CASE # 23T0029A NAME: BAXTER,STEPHEN WAYNE TICKET # TX6HF00YWLE6 BALANCE: 0.00

Cash - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00

RCPT# 103966 01/24/2023 03:03pm \$54.00 LHART
CASE # DC230029A NAME: CAVALRY SPV I, LLC, AS ASSIGNEE OF CAPITAL ONE BAN

Check - \$54.00 MONETARY

STATE CONSOLIDATED CIVIL	21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION	5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103967	01/24/2023	03:26pm	\$159.00	LHART	
CASE # 23T0069A	NAME: SANCHEZ JIMENEZ, HUGO		TICKET # TX6HAG0YWLDL	BALANCE: 0.00	

Dismissal	-	\$159.00	NON-MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		25.00			

RCPT# 103968	01/24/2023	03:27pm	\$20.00	LHART	
CASE # 23T0069A	NAME: SANCHEZ JIMENEZ, HUGO		TICKET # TX6HAG0YWLDL	BALANCE: 0.00	

Cash	-	\$20.00	MONETARY		
DISMISSAL FINE 20.00		20.00			

RCPT# 103969	01/25/2023	09:00am	\$307.00	LHART	
CASE # 23T0104A	NAME: METCALFE, VERONICA SHARLEN		TICKET # 54020	BALANCE: 0.00	

Credit Card	-	\$307.00	MONETARY		
AFSO		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		173.00			

RCPT# 103970	01/25/2023	10:03am	\$191.00	LHART	
CASE # 06T9215A	NAME: AVILA, RUBEN ISAAC		TICKET # J998864	BALANCE: 0.00	

Credit Card	-	\$191.00	MONETARY		
FINE		159.00	TRANS. FEE	2.00	
OMNI-DPS		20.00	OMNI-DTO	6.00	
OMNI-COUNTY		4.00			

RCPT# 103971	01/25/2023	10:07am	\$182.00	LHART	
CASE # 22T1791A	NAME: QUINTANILLA MOLINA, ROSA D		TICKET # TX6H7N0YWLDG	BALANCE: 0.00	

Credit Card	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		101.00			

RCPT# 103972	01/25/2023	11:01am	\$54.00	LHART	
CASE # DC230030A	NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. DANIEL, JES				

Check	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	

RCPT# 103973	01/25/2023	11:06am	\$182.00	LHART	
CASE # LT230004A	NAME: ARTEAGA, CARLO vs. WAFFORD, BARDALE				

Check	-	\$182.00	MONETARY		
WRIT CONST. PCT. 1		175.00	Transaction Admin	7.00	

RCPT# 103974	01/25/2023	11:45am	\$54.00	LHART	
CASE # SC230002A	NAME: ARREOLA, ANTONIO vs. ARREOLA, ANTONIO				

Money Order	-	\$54.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	

COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103975 01/25/2023 12:24pm \$54.00 LHART
CASE # DC230031A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. ROJAS,VANE

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103976 01/25/2023 12:55pm \$54.00 LHART
CASE # DC230032A NAME: ABSOLUTE RESOLUTIONS INVESTMEMNTS, LLC, vs. HALL,M

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103977 01/25/2023 01:03pm \$229.00 LHART
CASE # 23T0049A NAME: HANES,BRANDON RAY TICKET # TX6HDD0HAL3Y BALANCE: 0.00

Dismissal - \$229.00 NON-MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 148.00

RCPT# 103978 01/25/2023 01:04pm \$20.00 LHART
CASE # 23T0049A NAME: HANES,BRANDON RAY TICKET # TX6HDD0HAL3Y BALANCE: 0.00

Money Order - \$20.00 MONETARY
DISMISSAL FINE 20.00 20.00

RCPT# 103979 01/25/2023 01:20pm \$54.00 LHART
CASE # DC230033A NAME: JP MORGAN CHASE BANK, N.A., vs. WILKINS,CHRISTOPHE

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103980 01/25/2023 02:59pm \$54.00 LHART
CASE # DC230034A NAME: JP MORGAN CHASE BANK, N.A., vs. ROMERO,ALEJANDRA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103981 01/25/2023 03:11pm \$54.00 LHART
CASE # DC230035A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. COLLINS,JO

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103982 01/25/2023 03:53pm \$54.00 LHART
CASE # DC230036A NAME: PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. EDWARDS,KA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103983 01/25/2023 04:00pm \$282.00 LHART
CASE # 23T0105A NAME: SILOS,MANUELA D TICKET # 54018 BALANCE: 0.00

Cash - \$282.00 MONETARY

AFSO	5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -	62.00	Trans Fine - \$3	3.00
Courthouse Security Fund	4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4	4.00	Court Jury Fund - \$0.10	0.10
FINE	148.00		

RCPT# 103984 01/26/2023 08:45am \$257.00 JGUZMAN
CASE # 22T1778A **NAME:** GILMORE,JULIANA FELCMAN **TICKET #** TX6GZ90SLVJZ **BALANCE:** 0.00

Cash	-	\$257.00	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		123.00		

RCPT# 103985 01/26/2023 09:05am \$152.45 LHART
CASE # 23T0043A **NAME:** FAIZUR RAHMAN,MOHAMAD HAS **TICKET #** TX6HC20YWLDU **BALANCE:** 0.00

Credit Card	-	\$152.45	MONETARY	
AFDPS		5.00	State Traffic Fine - \$50	50.00
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10
FINE		9.45	SEATBELT 50%	9.00

RCPT# 103986 01/26/2023 10:19am \$54.00 LHART
CASE # DC230037A **NAME:** PORTFOLIO RECOVERY ASSOCIATES, LLC, vs. BAYS,JOSEP

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103987 01/26/2023 10:48am \$54.00 LHART
CASE # DC230038A **NAME:** MIDLAND CREDIT MANAGEMENT, INC., vs. JONES JR,ROBE

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103988 01/26/2023 11:41am \$54.00 LHART
CASE # DC230039A **NAME:** MIDLAND CREDIT MANAGEMENT, INC., vs. ESPARZA,VERON

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103989 01/26/2023 11:56am \$54.00 LHART
CASE # DC230040A **NAME:** PORTFOLIO RECOVERY ASOCIATES, LLC, vs. MARLOW,CHRI

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103990 01/26/2023 01:20pm \$54.00 LHART
CASE # DC230041A **NAME:** VELOCITY INVESTMENTS, LLC, vs. GUSTAFSON,KARINNA

Check	-	\$54.00	MONETARY	
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00

RCPT# 103991 01/26/2023 01:39pm \$54.00 LHART
CASE # DC230042A **NAME:** CREDIT CORP SOLUTIONS INC., vs. MCLEOD,SHARON

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103992 01/26/2023 02:02pm \$54.00 LHART
CASE # DC230043A NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. HUERTA, CHRIS

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103993 01/26/2023 02:35pm \$54.00 LHART
CASE # DC230044A NAME: MIDLAND CREDIT MANAGEMENT, INC., vs. RAMIREZ, FERNA

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103994 01/26/2023 03:11pm \$54.00 LHART
CASE # DC230045A NAME: VELOCITY INVESTMENTS, LLC, vs. BASS, MICHAEL

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103995 01/26/2023 03:49pm \$54.00 LHART
CASE # DC230046A NAME: TD BANK, N.A., vs. REYES, BRANDON

Check - \$54.00 MONETARY
STATE CONSOLIDATED CIVIL 21.00 JUSTICE COURT SUPPORT FUN 25.00
COUNTY DISPUTE RESOLUTION 5.00 LANGUAGE ACCESS FUND 3.00

RCPT# 103996 01/27/2023 08:39am \$182.00 JGUZMAN
CASE # 22T1716A NAME: PADILLA, MANCELA TICKET # TX6GQJ0SBX12 BALANCE: 0.00

Cash - \$182.00 MONETARY
AFDPS 5.00 Consolidated Court Cost - 62.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 101.00

RCPT# 103997 01/27/2023 09:16am \$305.00 LHART
CASE # 23T0079A NAME: KYLE, ANTHONY MICHAEL TICKET # 53916 BALANCE: 0.00

Credit Card - \$305.00 MONETARY
AFCO1 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 171.00

RCPT# 103998 01/27/2023 09:17am \$182.00 LHART
CASE # 23T0080A NAME: KYLE, ANTHONY MICHAEL TICKET # 53916 BALANCE: 0.00

Credit Card - \$182.00 MONETARY
AFCO1 5.00 State Traffic Fine - \$50 50.00
Consolidated Court Cost - 62.00 Trans Fine - \$3 3.00
Courthouse Security Fund 4.90 TPDF 2019 \$5 5.00
Justice Court Tech - \$4 4.00 Court Jury Fund - \$0.10 0.10
FINE 48.00

RCPT# 103999 01/27/2023 09:34am \$226.00 LHART
CASE # 23T0112A NAME: GRUTHRIE, DEVIN WALTER TICKET # 53757 BALANCE: 0.00

Credit Card	-	\$226.00	MONETARY		
AFSO		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		145.00			

RCPT# 104000	01/27/2023	09:36am	\$399.10	LHART	
CASE # 21T6982A	NAME: GUINTA, JON THOMAS		TICKET # TX5Y590KAIR1	BALANCE: 0.00	

Credit Card	-	\$399.10	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		148.00	TIME PAYMENT FEE 2020	15.00	
OMNI CO 2020		4.00	OMNI DTO 2020	6.00	
30% LINEBARGER FEE		92.10			

RCPT# 104001	01/27/2023	02:46pm	\$144.00	LHART	
CASE # LT230021A	NAME: SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES, vs				

Check	-	\$144.00	MONETARY		
STATE CONSOLIDATED CIVIL		21.00	JUSTICE COURT SUPPORT FUN	25.00	
COUNTY DISPUTE RESOLUTION		5.00	LANGUAGE ACCESS FUND	3.00	
CONSTABLE PCT 1		90.00			

RCPT# 104002	01/30/2023	08:15am	\$300.00	JGUZMAN	
CASE # 22T1504A	NAME: GORETSKA, JOHN MARK		TICKET # TX6FBM0YWL9N	BALANCE: 0.00	

Credit Card	-	\$300.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
DEFERRED FINE		219.00			

RCPT# 104003	01/30/2023	08:30am	\$152.45	JGUZMAN	
CASE # 23T0056A	NAME: POWE, TIMOTHY ALBERT		TICKET # TX6H7G0KGFAO	BALANCE: 0.00	

Credit Card	-	\$152.45	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		9.45	SEATBELT 50%	9.00	

RCPT# 104004	01/30/2023	08:34am	\$257.00	JGUZMAN	
CASE # 23T0039A	NAME: FLOREZ HERNANDEZ, RUBEN		TICKET # TX6HD90HAL3Q	BALANCE: 0.00	

Credit Card	-	\$257.00	MONETARY		
AFDPS		5.00	State Traffic Fine - \$50	50.00	
Consolidated Court Cost -		62.00	Trans Fine - \$3	3.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		123.00			

RCPT# 104005	01/30/2023	08:35am	\$182.00	JGUZMAN	
CASE # 23T0040A	NAME: FLOREZ HERNANDEZ, RUBEN		TICKET # TX6HD90HAL3Q	BALANCE: 0.00	

Credit Card	-	\$182.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -	62.00	
Courthouse Security Fund		4.90	TPDF 2019 \$5	5.00	
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10	0.10	
FINE		101.00			

RCPT# 104006	01/30/2023	08:36am	\$369.00	JGUZMAN	
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CASE # 23T0041A NAME: FLOREZ HERNANDEZ,RUBEN TICKET # TX6HD90HAL3Q BALANCE: 0.00

Credit Card	-	\$369.00	MONETARY		
AFDPS		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		288.00			

RCPT# 104007 01/30/2023 10:31am \$182.00 JGUZMAN
CASE # 23T0107A NAME: HERNANDEZ LOPEZ,MARCO ANT TICKET # 54350 BALANCE: 0.00

Cash	-	\$182.00	MONETARY		
AFSO		5.00	Consolidated Court Cost -		62.00
Courthouse Security Fund		4.90	TPDF 2019 \$5		5.00
Justice Court Tech - \$4		4.00	Court Jury Fund - \$0.10		0.10
FINE		101.00			

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FEE	GL#	TOTAL	MONEY	CREDIT	MON/CRD	NON-MONEY	RETAINED	DISBURSED
CRIMINAL DISTRIBUTIONS								
30% LINEBARGER FEE		2164.79	99.60	1676.99	1776.59	388.20	1776.59	0.00
Consolidated Court Cost -		5750.27	2030.27	2976.00	5006.27	744.00	500.63	4505.64
OMNI-DPS		220.00	0.00	160.00	160.00	60.00	0.00	160.00
CCC Prior 2019 \$40		520.00	0.00	360.00	360.00	160.00	360.00	0.00
APP&W		5.00	0.00	5.00	5.00	0.00	5.00	0.00
JSF		78.00	0.00	54.00	54.00	24.00	5.40	48.60
JURY REIMB FEE		52.00	0.00	36.00	36.00	16.00	3.60	32.40
Indigent Defense Fund		26.00	0.00	18.00	18.00	8.00	1.80	16.20
State Traffic Fine - \$50		2387.31	837.31	1350.00	2187.31	200.00	87.49	2099.82
STF		180.00	0.00	150.00	150.00	30.00	7.50	142.50
MOVING VIOLATION STATE FE		0.60	0.00	0.50	0.50	0.10	0.05	0.45
TPDF Prior to 2019		26.00	0.00	18.00	18.00	8.00	0.00	18.00
TIME PAY-STATE		315.00	0.00	225.00	225.00	90.00	112.50	112.50
AFDPS		360.00	90.00	195.00	285.00	75.00	228.00	57.00
SEATELBT 50%		18.00	0.00	18.00	18.00	0.00	0.00	18.00
AFSO		118.73	48.73	65.00	113.73	5.00	90.98	22.75
OMNI-DTO		66.00	0.00	48.00	48.00	18.00	48.00	0.00
OMNI DTO 2020		48.00	6.00	36.00	42.00	6.00	42.00	0.00
DEFERRED FINE		966.51	361.00	605.51	966.51	0.00	966.51	0.00
T.F.C		39.00	0.00	27.00	27.00	12.00	27.00	0.00
Trans Fine - \$3		143.24	50.24	81.00	131.24	12.00	131.24	0.00
OMNI-COUNTY		44.00	0.00	32.00	32.00	12.00	32.00	0.00
OMNI CO 2020		32.00	4.00	24.00	28.00	4.00	28.00	0.00
FINE		13777.95	2922.00	8262.05	11184.05	2593.90	11184.05	0.00
TIME PAYMENT FEE 2020		120.00	15.00	105.00	120.00	0.00	120.00	0.00
TRANS. FEE		44.00	0.00	32.00	32.00	12.00	32.00	0.00
P&WL		82.45	0.00	82.45	82.45	0.00	0.00	82.45
DEFENSIVE DRIVING SCHOOL		50.00	50.00	0.00	50.00	0.00	50.00	0.00
DISMISSAL FINE 20.00		180.00	180.00	0.00	180.00	0.00	180.00	0.00
AFCO1		45.00	25.00	20.00	45.00	0.00	45.00	0.00
JPTech		52.00	0.00	36.00	36.00	16.00	36.00	0.00
Justice Court Tech - \$4		370.99	130.99	192.00	322.99	48.00	322.99	0.00
Court Jury Fund - \$0.10		9.27	3.27	4.80	8.07	1.20	8.07	0.00
C.H.S.		52.00	0.00	36.00	36.00	16.00	36.00	0.00
Courthouse Security Fund		454.46	160.46	235.20	395.66	58.80	395.66	0.00
TPDF 2019 \$5		463.73	163.73	240.00	403.73	60.00	403.73	0.00
		29262.30	7177.60	17406.50	24584.10	4678.20	17267.79	7316.31
CIVIL DISTRIBUTIONS								
COUNTY DISPUTE RESOLUTION		345.00	345.00	0.00	345.00	0.00	345.00	0.00

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DESCRIPTION	001-0000-270000	1449.00	1449.00	0.00	1449.00	0.00	1449.00	0.00	1449.00
STATE CONSOLIDATED CIVIL		1449.00	1449.00	0.00	1449.00	0.00	1449.00	0.00	1449.00
COUNTERCLAIM	001-0510-400090	54.00	54.00	0.00	54.00	0.00	54.00	0.00	54.00
Transaction Admin	001-0510-400970	50.00	50.00	0.00	50.00	0.00	50.00	0.00	50.00
JUSTICE COURT SUPPORT FUN	001-0510-471000	1725.00	1725.00	0.00	1725.00	0.00	1725.00	0.00	1725.00
CONSTABLE PCT 1	001-0611-400150	2790.00	2790.00	0.00	2790.00	0.00	2790.00	0.00	2790.00
WRIT CONST. PCT. 1	001-0611-400150	1050.00	1050.00	0.00	1050.00	0.00	1050.00	0.00	1050.00
CONSTABLE PRECINCT 2	001-0612-400150	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONSTABLE PRECINCT 3	001-0613-400150	90.00	90.00	0.00	90.00	0.00	90.00	0.00	90.00
LANGUAGE ACCESS FUND	131-0131-407510	207.00	207.00	0.00	207.00	0.00	207.00	0.00	207.00
		<u>7760.00</u>	<u>7760.00</u>	<u>0.00</u>	<u>7760.00</u>	<u>0.00</u>	<u>7760.00</u>	<u>0.00</u>	<u>7760.00</u>

TRUANCY DISTRIBUTIONS

TRUANCY FEE	001-0510-405200	50.00	50.00	0.00	50.00	0.00	50.00	0.00	50.00
		<u>50.00</u>	<u>50.00</u>	<u>0.00</u>	<u>50.00</u>	<u>0.00</u>	<u>50.00</u>	<u>0.00</u>	<u>50.00</u>

SUMMARY BREAKDOWN

CASH	5759.60
CREDIT CARD	17406.50
CHECK	6426.00
COMMUNITY SERVICE	250.00
MONEY ORDER	2802.00
TIME SERVED	1381.60
NON-MONETARY	3046.60
TOTAL MONETARY	32394.10
TOTAL NON-MONETARY	4678.20
TOTAL AMOUNT	37072.30
RECEIPT NO.	103801 TO 104007

LESS CREDIT CARD 14987.60

1449.00

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Receipt #	Case #	Date	Category	GL Code	Amount	Case Type	Receipt #	Case #	Date	Category	GL Code	Amount	Case Type	Receipt #	Case #	Date	Category	GL Code	Amount	Case Type						
103818	22T1646A	01/04/2023	DIS20		20.00																					
	WHITE, CLINT SCOTT																									
	Cash																									
103819	LT230002A	01/04/2023	SCCF		21.00	JCSF						25.00	CDRF													
	KEMP, SAMUEL TRAVIS vs				90.00																					
	Check																									
103820	22T1597A	01/04/2023	AFCO1		5.00	CCC-2019						62.00	CHS-2019													
	AGUILAR-MUNOZ, CRESCENAIO				0.10	FINE						148.00														
	Cash																									
103821	22T1596A	01/04/2023	AFCO1		5.00	CCC-2019						62.00	CHS-2019													
	AGUILAR-MUNOZ, CRESCENAIO				0.10	FINE						101.00														
	Cash																									
103822	22T1557A	01/05/2023	AFCO1		5.00	CCC-2019						62.00	CHS-2019													
	MENDIVIL-ARELLANO, BRIAN				0.10	FINE						148.00														
	Credit Card																									
103823	22T1556A	01/05/2023	AFCO1		5.00	STF-2019						50.00	CCC-2019													
	MENDIVIL-ARELLANO, BRIAN				5.00	JPTF-2019						4.00	CJF-2019													
	Credit Card																									
103824	22T1162A	01/05/2023	AFSO		5.00	CCC-2019						62.00	CHS-2019													
	HURTADO, VICTOR MANUEL				0.10	FINE						101.00														
	Credit Card																									
103825	22T0694A	01/05/2023	AFSO		5.00	STF-2019						50.00	CCC-2019													
	CREWS, TRENTON CAMPBELL				5.00	JPTF-2019						4.00	CJF-2019													
	Credit Card				4.00	ODTO						6.00	30% LINEB													
												188.70														
103826	22T1181A	01/05/2023	AFSO		5.00	STF-2019						50.00	CCC-2019													
	FALLEN, WALTER PATRICK				5.00	JPTF-2019						4.00	CJF-2019													
	Money Order																									
												62.00	TFC-2019													
												0.10	FINE													
												200.00														
												62.00	TFC-2019													
												0.10	FINE													
												3.00	CHS-2019													
												4.90	CHS-2019													
												4.00	JPTF-2019													
												4.90	JPTF-2019													
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												3.00	CHS-2019													
												470.00	TP2020													
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												3.00	CHS-2019													
												4.90	CHS-2019													
												4.00	JPTF-2019													
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Case No	Case Description	Date	Category	Amount	Code	Amount	Code	Amount	Code	Amount	Code	Amount	Code
103828	SAUCEDA, EDWARD vs Check	01/05/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	LGAF	54.00	
	COVARRUBIAS, ROJELIO vs BRANCH, Check												
103829	WOODS, RODNEY BERNARD vs WATSON Check	01/05/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	LGAF	54.00	
103830	WATSON, TONY LYNN vs WATSON, TON Check	01/05/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	LGAF	54.00	
103831	SWIFT, DOMINICK SCOTT Cash	01/06/2023	AFCO1	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	182.00
			TPDF-2019	5.00	JPTF-2019	4.00	CJF-2019	0.10	FINE	48.00			
103832	NINO, MARIA CHRISTIN Credit Card	01/06/2023	AEDPS	5.00	CCC-2019	62.00	CHS-2019	4.90	TEPDF-2019	5.00	JPTF-2019	4.00	229.00
			CJF-2019	0.10	FINE	148.00							
103833	DE SANTIAGO CUEVAS, ANDRES N Credit Card	01/06/2023	AEDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	199.00
			TPDF-2019	5.00	JPTF-2019	4.00	CJF-2019	0.10	FINE	65.00			
103834	REESE, STEPHEN ALEXANDER Money Order	01/06/2023	AEDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	144.00
			TPDF-2019	5.00	JPTF-2019	4.00	CJF-2019	0.10	FINE	10.00			
103834-V	REESE, STEPHEN ALEXANDER Money Order	01/06/2023	AEDPS	-5.00	STF-2019	-50.00	CCC-2019	-62.00	TFC-2019	-3.00	CHS-2019	-4.90	-144.00
			TPDF-2019	-5.00	JPTF-2019	-4.00	CJF-2019	-0.10	FINE	-10.00			
103835	REESE, STEPHEN ALEXANDER Dismissal	01/06/2023	FINE	138.00	TRANS. FE	2.00							
103835-V	REESE, STEPHEN ALEXANDER Dismissal	01/06/2023	FINE	-138.00	TRANS. FE	-2.00							

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103845	22T1692A	01/09/2023	AFSO	5.00	CCC-2019	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
	OJEDA LOPEZ, DAVID		CJF-2019	0.10	FINE	101.00							
	Cash												
103846	22T1595A	01/09/2023	AFSO	5.00	CCC-2019	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
	GARZA-PURNDES, HECTOR		CJF-2019	0.10	FINE	101.00							
	Credit Card												
103847	22T1640A	01/09/2023	FINE	91.00	TRANS. FE	2.00		93.00					
	SILVA, MARIA GUADALUPE												
	Credit Card												
103848	19T2774A	01/09/2023	AFDPS	5.00	T.F.C	3.00	C.H.S.	4.00	TRANS. FE	2.00	JPTech	4.00	380.00
	ELKINS, SAMANTHA MARIE		STF	30.00	CCC Prior	40.00	JSF	6.00	JURY REIM	4.00	IDF	2.00	
	Credit Card		MVF	0.10	TPDF	2.00	FINE	147.90	30% LINEB	75.00	TIME PAY-	25.00	
	OMNI-DPS	20.00	OMNI-DTO	6.00	OMNI-COUN	4.00							
103849	19T2773A	01/09/2023	AFDPS	5.00	T.F.C	3.00	C.H.S.	4.00	TRANS. FE	2.00	JPTech	4.00	798.60
	ELKINS, SAMANTHA MARIE		STF	30.00	CCC Prior	40.00	JSF	6.00	JURY REIM	4.00	IDF	2.00	
	Credit Card		MVF	0.10	TPDF	2.00	FINE	469.90	30% LINEB	171.60	TIME PAY-	25.00	
	OMNI-DPS	20.00	OMNI-DTO	6.00	OMNI-COUN	4.00							
103850	SC230001A	01/09/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	P1	90.00	144.00
	WATSON, TONY LYNN vs HOLGUIN, RI												
	Money Order												
103850-V	SC230001A	01/09/2023	SCCF	-21.00	JCSF	-25.00	CDRF	-5.00	LGAF	-3.00	P1	-90.00	-144.00
	WATSON, TONY LYNN vs HOLGUIN, RI												
	Money Order												
103851	SC230001A	01/09/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	P2	90.00	144.00
	WATSON, TONY LYNN vs HOLGUIN, RI												
	Money Order												
103851-V	SC230001A	01/09/2023	SCCF	-21.00	JCSF	-25.00	CDRF	-5.00	LGAF	-3.00	P2	-90.00	-144.00
	WATSON, TONY LYNN vs HOLGUIN, RI												
	Money Order												
103852	22T1514A	01/09/2023	AFDPS	5.00	CCC-2019	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	369.00

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Receipt #	Category	Date	GL Code	Amount	Case Type	Case Code	Amount	Case Type	Case Code	Amount	Case Type	Case Code	Amount
103863	Credit Card	01/10/2023	AFSO	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	300.00
	ARREGUIN, LUIS ERNESTO		TPDF-2019	5.00	JPTF-2019	4.00	CJF-2019	0.10	DEF20	166.00			
	Money Order												
103864	Check	01/10/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	PI	90.00	144.00
	MURRAY, BRODERICK LYNN vs												
103865	Cash	01/10/2023	AFCC01	5.00	CCC-2019	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	209.00
	BANKS, NICKY ELAINE		CJF-2019	0.10	FINE	128.00							
103866	Money Order	01/11/2023	AFDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	199.00
	MCMULLEN, MICHAEL ADAM		TPDF-2019	5.00	JPTF-2019	4.00	CJF-2019	0.10	FINE	65.00			
103867	Credit Card	01/11/2023	AFDPS	5.00	T.F.C	3.00	C.H.S.	4.00	TRANS. FE	2.00	JPTTECH	4.00	429.00
	JOHNSON, MORGAN CAROLINE		STF	30.00	CCC Prior	40.00	JSF	6.00	JURY REIM	4.00	IDF	2.00	
	OMNI-DTO		MVF	0.10	TPDF	2.00	FINE	172.90	TIME PAY-	25.00	OMNI-DPS	20.00	
	6.00	OMNI-COUN	4.00	30% LINEB	99.00								
103868	Check	01/11/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	PI	90.00	234.00
	STEELE, JOHNNY vs		P1	90.00									
103869	Credit Card	01/11/2023	AFDPS	5.00	T.F.C	3.00	C.H.S.	4.00	TRANS. FE	4.00	JPTTECH	4.00	500.00
	GARCIA, CARLOS		STF	30.00	CCC Prior	40.00	JSF	6.00	JURY REIM	4.00	IDF	2.00	
			MVF	0.10	TPDF	2.00	DEF20	255.51	30% LINEB	115.39	TIME PAY-	25.00	
103870	Credit Card	01/11/2023	AFDPS	5.00	C.H.S.	4.00	TRANS. FE	4.00	JPTTECH	4.00	CCC Prior	40.00	300.00
	GARCIA, CARLOS		JSF	6.00	JURY REIM	4.00	T.F.C	3.00	IDF	2.00	TPDF	2.00	
			DEF20	131.00	30% LINEB	70.00	TIME PAY-	25.00					
103871	Credit Card	01/11/2023	AFSO	3.73	STF-2019	37.31	CCC-2019	46.27	TFC-2019	2.24	CHS-2019	3.66	100.00

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KNIGHT, MARTHA		TPDF-2019	3.73	JPTF-2019	2.99	CJF-2019	0.07					
Cash												
103872	LT230010A DAY, DAVID vs Check	01/11/2023	SCCF P1	JCSF	25.00	CDRF	5.00	LGAF	3.00	P1	90.00	234.00
103873	LT230011A WILLIAMS, JOSEPH M vs MANRIQUEZ Cash	01/11/2023	SCCF	JCSF	25.00	CDRF	5.00	LGAF	3.00	P1	90.00	144.00
103874	LT220149A JONES, JIMMY LYNN vs Check	01/11/2023	WP	CV*40	7.00		182.00					
103875	LT220148A JONES, JIMMY LYNN vs Check	01/11/2023	WP	CV*40	7.00		182.00					
103876	DC230006A JACKSON, CURTIS vs RICHARDS, PEA Check	01/11/2023	SCCF	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	
103877	22T1087A SANTIZO ALVAREZ, KAREN Credit Card	01/12/2023	AFSO TPDF-2019	STF-2019 JPTF-2019	50.00 4.00	CCC-2019 CJF-2019	62.00 0.10	TFC-2019 FINE	3.00 148.00	CHS-2019	4.90	282.00
103878	22T1088A SANTIZO ALVAREZ, KAREN Credit Card	01/12/2023	AFSO CJF-2019	CCC-2019 FINE	62.00 101.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
103879	22T1018A PICKRELL, ETHAN JAMES Credit Card	01/12/2023	AFDPS TPDF-2019	STF-2019 JPTF-2019	50.00 4.00	CCC-2019 CJF-2019	62.00 0.10	TFC-2019 FINE	3.00 148.00	CHS-2019	4.90	282.00
103880	DC230007A MURRAY, BRODRICK LYNN vs MURRAY Check	01/12/2023	SCCF	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	
103881	DC230008A	01/12/2023	SCCF	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	

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103911	23T0011A CORCAS, GERMAN Cash	01/17/2023	AFSO CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 101.00	4.90	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
103912	22T1381A MARTIN, ELIZABETH MORGAN Dismissal	01/17/2023	FINE	148.00	TRANS. FE	2.00		150.00						
103913	22T1776A MARTINEZ VEGA, JULIO CESAR Dismissal	01/17/2023	AFDPS TPDF-2019	5.00 5.00	STF-2019 JPTF-2019	50.00 4.00	62.00	CCC-2019 CJF-2019	0.10	TFC-2019 FINE	3.00 25.00	CHS-2019	4.90	159.00
103914	22T1776A MARTINEZ VEGA, JULIO CESAR Cash	01/17/2023	DIS20	20.00		20.00								
103915	22T1777A MARTINEZ VEGA, JULIO CESAR Dismissal	01/17/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 148.00	4.90	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	229.00
103916	22T1777A MARTINEZ VEGA, JULIO CESAR Cash	01/17/2023	DIS20	20.00		20.00								
103917	22T1775A MARTINEZ VEGA, JULIO CESAR Cash	01/17/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 101.00	4.90	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
103918	23T0045A GONZALES VALDEZ, ISRAEL Cash	01/17/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 101.00	4.90	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
103919	23T0046A GONZALES VALDEZ, ISRAEL Cash	01/17/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 145.00	4.90	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	226.00
103920	19T3880A	01/17/2023	AFDPS	5.00	T.F.C	3.00	4.00	C.H.S.	4.00	TRANS. FE	2.00	JPTF-2019	4.00	815.10

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Receipt #	GL Code	Date	Category	Amount	Sub-Category	Code	Amount	Code	Amount	Code	Amount		
103929	LT230017A	01/18/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	PI	90.00	144.00
GOWIN, CHARLES RAY vs Check													
103930	LT220170A	01/18/2023	WP	175.00	CV*40	7.00							
ROMO, RAMON vs Cash													
103931	LT230018A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	PI	90.00	324.00
, JOHNNY vs Check													
103932	LT230019A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	PI	90.00	144.00
, TOM vs Check													
103933	LT230020A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00	PI	90.00	144.00
, JUDGE vs Check													
103934	22T1748A	01/19/2023	AFDPS	5.00	STF-2019	50.00	CCC-2019	62.00	TFC-2019	3.00	CHS-2019	4.90	144.00
BELTON, YASZMEN MARIE Money Order													
103935	DC230016A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	
, ANTHONY vs , RUBEN Check													
103936	22T1786A	01/19/2023	AFDPS	5.00	CCC-2019	62.00	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
RODRIGUEZ LEIJA, LUIS ANTONIO Cash													
103937	DC230017A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	
, LONNIE vs , JESSE Check													
103938	DC230018A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	
, TAURUS vs , MARSHALL Check													
103939	DC230019A	01/19/2023	SCCF	21.00	JCSF	25.00	CDRF	5.00	LGAF	3.00		54.00	

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Case No	Case Description	Date	Category	Amount	Case No	Case Description	Date	Category	Amount	Case No	Case Description	Date	Category	Amount
103958	22T1771A MENDEZ GONZALEZ,HERMILA Credit Card	01/24/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 101.00	01/24/2023	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	182.00
103959	22T1065A HART, ERICA LASHAY Credit Card	01/24/2023	AFSO TPDF-2019	5.00 5.00	STF-2019 JPTF-2019	50.00 4.00	01/24/2023	CCC-2019 CJF-2019	62.00 0.10	TFC-2019 FINE	3.00 148.00	CHS-2019	4.90	282.00
103960	TRU-20230001 LOPEZ-RAMIREZ, JONAH Cash	01/24/2023	TF	50.00										
103961	23T0008A RAMIREZ, BLANCA Dismissal	01/24/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 100.00	01/24/2023	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	181.00
103962	DC230028A , CLARENCE vs , CARLOS Check	01/24/2023	SCCF	21.00	JCSF	25.00	01/24/2023	CDRF	5.00	LGAF	3.00		54.00	
103963	22T1747A DAVILA, MYRNA IDALIA Money Order	01/24/2023	AFDPS TPDF-2019	5.00 5.00	STF-2019 JPTF-2019	50.00 4.00	01/24/2023	CCC-2019 CJF-2019	62.00 0.10	TFC-2019 DSC10	3.00 10.00	CHS-2019	4.90	144.00
103964	23T0029A BAXTER, STEPHEN WAYNE Dismissal	01/24/2023	AFDPS CJF-2019	5.00 0.10	CCC-2019 FINE	62.00 148.00	01/24/2023	CHS-2019	4.90	TPDF-2019	5.00	JPTF-2019	4.00	229.00
103965	23T0029A BAXTER, STEPHEN WAYNE Cash	01/24/2023	DIS20	20.00		20.00								
103966	DC230029A , PEARLIE vs , BRODRICK Check	01/24/2023	SCCF	21.00	JCSF	25.00	01/24/2023	CDRF	5.00	LGAF	3.00		54.00	
103967	23T0069A SANCHEZ JIMENEZ, HUGO Dismissal	01/24/2023	AFDPS TPDF-2019	5.00 5.00	STF-2019 JPTF-2019	50.00 4.00	01/24/2023	CCC-2019 CJF-2019	62.00 0.10	TFC-2019 FINE	3.00 25.00	CHS-2019	4.90	159.00

DETAIL RECEIPT REPORT FOR
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RECEIPT DATE 01/01/2023 to 01/31/2023
SELECTED BY RECEIPT DATE
FOR RECEIPT# 103801 TO 104007

***** SUMMARY *****

MONETARY

Credit Card	17406.50
Money Order	2802.00
Cash	5759.60
Check	6426.00
TOTAL MONETARY:	32394.10

NON-MONETARY

Community Service	250.00
Dismissal	3046.60
Time Served	1381.60
TOTAL NON-MONETARY:	4678.20
GRAND TOTAL:	37072.30

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22T1384A	103801	01/03/2023	01/03/2023	102.00	CC	100258515129	103819
MENDEZ, PRISCILLA							
22T1606A	103802	01/03/2023	01/03/2023	182.00	CC	100258442304	103820
BAUTISTA HERNANDEZ, JORGE AARON							
22T1766A	103803	01/03/2023	01/03/2023	182.00	CC	100258521950	103821
VAZQUEZ PEREZ, JOSE FROYLAN							
22T0501A	103804	01/03/2023	01/03/2023	256.10	CC	100258542369	103822
CARDONA, JOSE							
22T0871A	103805	01/03/2023	01/03/2023	182.00	MO	4193975547	103823
MORALES MORENO, LUIS							
22T0991A	103806	01/03/2023	01/03/2023	182.00	CC	100258604640	103824
GUERRERO, GERARDO ERIC							
22T0834A	103807	01/03/2023	01/03/2023	182.00	CA		103825
CASTILLO ALFARO, WILMAN LEONEL							
19T3387A	103808	01/03/2023	01/03/2023	250.00	CS		103826
VILLATORO, CHRISTOPHER A							
SC220058A	103809	01/03/2023	01/03/2023	54.00	CA		103827
ASCENCIO vs KIRK/J&S ROOFING							
SC220058A	103809-V	01/06/2023	01/03/2023	-54.00	CA		103859
ASCENCIO vs KIRK/J&S ROOFING							
22T1726A	103810	01/04/2023	01/04/2023	178.00	CC	100258734333	103828
HARRISON, GRANT							
22T1355A	103811	01/04/2023	01/04/2023	150.00	CC	100258706489	103829
WELLMANN, BRIAN SCOTT							
22T1662A	103812	01/04/2023	01/04/2023	144.00	MO	22-016681337	103830
GUMMELT, GRAYSON THOMAS							
LT220171A	103813	01/04/2023	01/04/2023	182.00	CK	90717	103831
SMITH vs CAMILLO HOUSES CV #3 LLC							
LT230001A	103814	01/04/2023	01/04/2023	234.00	CA		103832
MCCLURE vs SANTIBANEZ PROPERTIES							
22T0867A	103815	01/04/2023	01/04/2023	182.00	MO	1311858023	103833
LOPEZ GUADARRAMA, HELI							
22T0866A	103816	01/04/2023	01/04/2023	257.00	MO	1311858022	103834
LOPEZ GUADARRAMA, HELI							
22T1646A	103817	01/04/2023	01/04/2023	182.00	DS		103835
WHITE, CLINT SCOTT							
22T1646A	103818	01/04/2023	01/04/2023	20.00	CA		103836
WHITE, CLINT SCOTT							
LT230002A	103819	01/04/2023	01/04/2023	234.00	CK	28690	103837
WHITE II vs AMH 2014-2 BORROWER, LLC							
22T1597A	103820	01/04/2023	01/04/2023	229.00	CA		103838
AGUILAR-MUNOZ, CRESCENAIO							
22T1596A	103821	01/04/2023	01/04/2023	182.00	CA		103839
AGUILAR-MUNOZ, CRESCENAIO							
22T1557A	103822	01/05/2023	01/05/2023	229.00	CC	100258853893	103840
MENDIVIL-ARELLANO, BRIAN							
22T1556A	103823	01/05/2023	01/05/2023	199.00	CC	100258853893, 1	103841
MENDIVIL-ARELLANO, BRIAN							
22T1162A	103824	01/05/2023	01/05/2023	182.00	CC	100258953507	103842
HURTADO, VICTOR MANUEL							
22T0694A	103825	01/05/2023	01/05/2023	817.70	CC	100258906628	103843
CREWS, TRENTON CAMPBELL							
22T1181A	103826	01/05/2023	01/05/2023	334.00	MO	2108263317	103844
FALLEN, WALTER PATRICK							
LT230003A	103827	01/05/2023	01/05/2023	144.00	CK	15802	103845
RODRIGUEZ vs FAULKNER							
DC230001A	103828	01/05/2023	01/05/2023	54.00	CK	50145421	103846
WHEATLEY vs LVNV FUNDING, LLC							
DC230002A	103829	01/05/2023	01/05/2023	54.00	CK	50145601	103847
MCQUAY vs LVNV FUNDING LLC,							
DC230003A	103830	01/05/2023	01/05/2023	54.00	CK	50145068	103848
WIMBISH vs JEFFERSON CAPITAL SYSTEMS, LLC							
22T1501A	103831	01/06/2023	01/06/2023	182.00	CA		103849
SWIFT, DOMINICK SCOTT							
22T1413A	103832	01/06/2023	01/06/2023	229.00	CC	100259041986	103850
NINO, MARIA CHRISTIN							

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22T1712A	103833	01/06/2023	01/06/2023	199.00	CC	100259031422	103851
DE SANTIAGO CUEVAS, ANDRES N							
22T1677A	103834	01/06/2023	01/06/2023	144.00	MO	19-461154125	103852
REESE, STEPHEN ALEXANDER							
22T1677A	103834-V	01/06/2023	01/06/2023	-144.00	MO	19-461154125	103858
REESE, STEPHEN ALEXANDER							
22T1677A	103835	01/06/2023	01/06/2023	140.00	DS		103853
REESE, STEPHEN ALEXANDER							
22T1677A	103835-V	01/06/2023	01/06/2023	-140.00	DS		103860
REESE, STEPHEN ALEXANDER							
22T0827A	103836	01/06/2023	01/06/2023	282.00	CA		103854
DAY, JAMES BRANDON							
22T1669A	103837	01/06/2023	01/06/2023	159.00	DS		103855
MARTINEZ SANTOS, CARLOS							
22T1669A	103838	01/06/2023	01/06/2023	20.00	CA		103856
MARTINEZ SANTOS, CARLOS							
22T0048A	103839	01/06/2023	01/06/2023	431.60	CA		103857
ALVAREZ, DIEGO AMADER							
22T1677A	103840	01/06/2023	01/06/2023	144.00	MO	19-461154125	103861
REESE, STEPHEN ALEXANDER							
SC220058A	103841	01/06/2023	01/06/2023	54.00	CA		103862
ASCENCIO vs KIRK/J&S ROOFING							
22T1677A	103842	01/06/2023	01/06/2023	148.00	DS		103863
REESE, STEPHEN ALEXANDER							
LT230004A	103843	01/06/2023	01/06/2023	234.00	CK	1799	103864
WAFFORD vs ARTEAGA							
22T1342A	103844	01/06/2023	01/06/2023	135.00	MO	19-317642098	103865
KUSTURIN, ROBERT STEVE							
22T1692A	103845	01/09/2023	01/09/2023	182.00	CA		103866
OJEDA LOPEZ, DAVID							
22T1595A	103846	01/09/2023	01/09/2023	182.00	CC	100259139962	103867
GARZA-PURNDES, HECTOR							
22T1640A	103847	01/09/2023	01/09/2023	93.00	CC	100259229778	103868
SILVA, MARIA GUADALUPE							
19T2774A	103848	01/09/2023	01/09/2023	380.00	CC	100259145301	103869
ELKINS, SAMANTHA MARIE							
19T2773A	103849	01/09/2023	01/09/2023	798.60	CC	100259145301	103870
ELKINS, SAMANTHA MARIE							
SC230001A	103850	01/09/2023	01/09/2023	144.00	MO	19-465628801	103871
CLEGG JR vs ATER							
SC230001A	103850-V	01/09/2023	01/09/2023	-144.00	MO	19-465628801	103872
CLEGG JR vs ATER							
SC230001A	103851	01/09/2023	01/09/2023	144.00	MO	19-465628801	103873
CLEGG JR vs ATER							
SC230001A	103851-V	01/09/2023	01/09/2023	-144.00	MO	19-465628801	103875
CLEGG JR vs ATER							
22T1514A	103852	01/09/2023	01/09/2023	369.00	DS		103874
TRUONG, NHI BOI							
SC230001A	103853	01/09/2023	01/09/2023	144.00	MO	19-465628801	103876
CLEGG JR vs ATER							
LT230005A	103854	01/09/2023	01/09/2023	234.00	CA		103877
SILOS vs EMERALD GARDEN APARTMENTS							
DC230004A	103855	01/09/2023	01/09/2023	54.00	CK	50144728	103878
HINES vs LVNV FUNDING LLC							
LT230006A	103856	01/09/2023	01/09/2023	144.00	CK	048521	103879
CAVIL vs COOK/FBM							
JC101075A	103857	01/09/2023	01/09/2023	8.00	CK	016522	103880
SMITH vs PALLIDA, L.L.C., SUCCESSOR IN INTEREST OF DODEKA, L.L.C.							
LT230007A	103858	01/09/2023	01/09/2023	144.00	CK	021965	103881
BUSTAMANTE vs ENNIS HOUSING AUTHORITY							
DC230005A	103859	01/09/2023	01/09/2023	54.00	CK	50145067	103882
WHITE vs JEFFERSON CAPITAL SYSTEMS, LLC							
22T1795A	103860	01/10/2023	01/10/2023	282.00	CC	100259348758	103883
SALDANA, JUAN LUIS							
22T1648A	103861	01/10/2023	01/10/2023	307.00	CC	100259314188	103884
SANCHEZ, ALEXIS NICOLE							

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21T7481A HUTSON,AUSTIN LANE	103862	01/10/2023	01/10/2023	431.60	CC	100259349458	103885
22T0826A ARREGUIN,LUIS ERNESTO	103863	01/10/2023	01/10/2023	300.00	MO	19-321128884	103886
LT230008A DOMINGUEZ vs VIEN	103864	01/10/2023	01/10/2023	144.00	CK	7469	103887
22T1738A BANKS,NICKY ELAINE	103865	01/10/2023	01/10/2023	209.00	CA		103888
22T1672A MCMULLEN,MICHAEL ADAM	103866	01/11/2023	01/11/2023	199.00	MO	19465634769	103889
17T0234A JOHNSON,MORGAN CAROLINE	103867	01/11/2023	01/11/2023	429.00	CC	100259486384	103890
LT230009A GALLEGOS vs FBM PROPERTY MANAGEMENT AS AGENT FOR CLAY STREET PROPERTIES LLC	103868	01/11/2023	01/11/2023	234.00	CK	91205	103891
19T2813A GARCIA,CARLOS	103869	01/11/2023	01/11/2023	500.00	CC	100259506386	103892
19T2814A GARCIA,CARLOS	103870	01/11/2023	01/11/2023	300.00	CC	100259506386	103893
22T1550A KNIGHT,MARTHA	103871	01/11/2023	01/11/2023	100.00	CA		103894
LT230010A THORNTON vs CAMILLO OZ SFR 2019 LLC	103872	01/11/2023	01/11/2023	234.00	CK	91824	103895
LT230011A BURLEY vs SPYGLASS OF ENNIS	103873	01/11/2023	01/11/2023	144.00	CA		103896
LT220149A DAVIS vs HPA TEXAS SUB 2018-1 ML LLC	103874	01/11/2023	01/11/2023	182.00	CK	19319	103897
LT220148A JONES vs HPA TEXAS SUB 2016 ML LLC	103875	01/11/2023	01/11/2023	182.00	CK	19318	103898
DC230006A PALMER vs JEFFERSON CAPITAL SYSTEMS, LLC	103876	01/11/2023	01/11/2023	54.00	CK	50145857	103899
22T1087A SANTIZO ALVAREZ,KAREN	103877	01/12/2023	01/12/2023	282.00	CC	100259555159	103900
22T1088A SANTIZO ALVAREZ,KAREN	103878	01/12/2023	01/12/2023	182.00	CC	100259555163	103901
22T1018A PICKRELL,ETHAN JAMES	103879	01/12/2023	01/12/2023	282.00	CC	100259571531	103902
DC230007A RUIZ vs LVNV FUNDING LLC	103880	01/12/2023	01/12/2023	54.00	CK	50145992	103903
DC230008A KOERKENMEIER vs LVNV FUNDING LLC	103881	01/12/2023	01/12/2023	54.00	CK	50146328	103904
DC230009A IVORY vs CITIBANK, N.A.	103882	01/12/2023	01/12/2023	54.00	CK	332944	103905
DC230010A VARRASSI vs MIDLAND CREDIT MANAGEMENT, INC.	103883	01/12/2023	01/12/2023	54.00	CK	267367	103906
22T1742A LI,CHENXI	103884	01/12/2023	01/12/2023	144.00	MO	9586307190	103907
DC230011A SITTIG vs BANK OF AMERICA, N.A.	103885	01/12/2023	01/12/2023	54.00	CK	153299	103908
DC230012A JIMENEZ vs BANK OF AMERICA, N.A.	103886	01/12/2023	01/12/2023	54.00	CK	153298	103909
22T1449A AYALA,BRYAN	103887	01/13/2023	01/13/2023	41.00	CA		103910
21T7298A ALLEN,JASON	103888	01/13/2023	01/13/2023	334.10	CC	100259671472	103911
20T5496A COLE,JERAHN ASHANTI ISHOD	103889	01/13/2023	01/13/2023	817.70	CC	100259645056	103912
22T1517A PARRA,HECTOR	103890	01/13/2023	01/13/2023	182.00	CC	100259688839	103913
22T1785A RODAS CEDILLOS,JEIMY ELIZABETH	103891	01/13/2023	01/13/2023	282.00	CC	100259727547	103914
22T1794A GARY,MCKENZIE LYNN	103892	01/13/2023	01/13/2023	229.00	DS		103915
22T1794A GARY,MCKENZIE LYNN	103893	01/13/2023	01/13/2023	20.00	CA		103916
DC230013A GUNN vs CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.	103894	01/13/2023	01/13/2023	54.00	CK	50146797	103917

<u>CASE #</u>	<u>RECEIPT #</u>	<u>RCPT DATE</u>	<u>BUSINESS DATE</u>	<u>RCPT AMT</u>	<u>TYPE</u>	<u>REFERENCE</u>	<u>REC ID</u>
DC230014A	103895	01/13/2023	01/13/2023	54.00	CK	270666	103918
ROSENTHAL vs MIDLAND CREDIT MANAGEMENT, INC.							
DC230015A	103896	01/13/2023	01/13/2023	54.00	CK	270736	103919
DONNELL vs MIDLAND CREDIT MANAGEMENT, INC.							
LT230012A	103897	01/13/2023	01/13/2023	144.00	CA		103920
SANCHEZ vs GONZALES							
22T1223A	103898	01/13/2023	01/13/2023	275.00	MO	19-254835233	103921
MAST, JASON RICHARD							
LT230013A	103899	01/13/2023	01/13/2023	234.00	CK	41855	103922
SWINDLE vs 56 ENNIS TEXAS LLC							
LT230014A	103900	01/13/2023	01/13/2023	144.00	CK	18086	103923
FARR vs K-NOR PROPERTY MANAGEMENT L.P.							
LT230015A	103901	01/13/2023	01/13/2023	234.00	CK	18086	103924
WILLIAMS vs K-NOR PROPERTY MANAGEMENT L.P.							
23T0065A	103902	01/17/2023	01/17/2023	307.00	CA		103925
SALAIS, PETE MARTIN							
23T0066A	103903	01/17/2023	01/17/2023	159.00	DS		103926
SALAIS, PETE MARTIN							
23T0066A	103904	01/17/2023	01/17/2023	20.00	CA		103927
SALAIS, PETE MARTIN							
LT230016A	103905	01/17/2023	01/17/2023	144.00	CA		103928
ORTBERG vs SERENITY VETERANS VILLAGE							
22T1619A	103906	01/17/2023	01/17/2023	334.00	CC	100259775573	103929
EAR, CASEY SEAV							
22T1618A	103907	01/17/2023	01/17/2023	213.00	CC	100259775569	103930
EAR, CASEY SEAV							
22T1768A	103908	01/17/2023	01/17/2023	282.00	CC	100259825132	103931
WYROSTEK, CHRISTOPHER PAUL							
22T1575A	103909	01/17/2023	01/17/2023	182.00	CC	100259871536	103932
HERNANDEZ, JAVIER							
19T3449A	103910	01/17/2023	01/17/2023	523.00	CC	100259928781	103933
GARRIS, JUSTIN WAYNE							
23T0011A	103911	01/17/2023	01/17/2023	182.00	CA		103934
CORCAS, GERMAN							
22T1381A	103912	01/17/2023	01/17/2023	150.00	DS		103935
MARTIN, ELIZABETH MORGAN							
22T1776A	103913	01/17/2023	01/17/2023	159.00	DS		103936
MARTINEZ VEGA, JULIO CESAR							
22T1776A	103914	01/17/2023	01/17/2023	20.00	CA		103937
MARTINEZ VEGA, JULIO CESAR							
22T1777A	103915	01/17/2023	01/17/2023	229.00	DS		103938
MARTINEZ VEGA, JULIO CESAR							
22T1777A	103916	01/17/2023	01/17/2023	20.00	CA		103939
MARTINEZ VEGA, JULIO CESAR							
22T1775A	103917	01/17/2023	01/17/2023	182.00	CA		103940
MARTINEZ VEGA, JULIO CESAR							
23T0045A	103918	01/17/2023	01/17/2023	182.00	CA		103941
GONZALES VALDEZ, ISRAEL							
23T0046A	103919	01/17/2023	01/17/2023	226.00	CA		103942
GONZALES VALDEZ, ISRAEL							
19T3880A	103920	01/17/2023	01/17/2023	815.10	TS		103943
MARKALONIS, MICHAEL ALAN							
19T3881A	103921	01/17/2023	01/17/2023	357.50	TS		103944
MARKALONIS, MICHAEL ALAN							
LT220183A	103922	01/18/2023	01/18/2023	182.00	CK	3368	103945
MILLER vs CALDWELL							
22T1729A	103923	01/18/2023	01/18/2023	257.00	CC	100260005452	103946
MARTINEZ, CARINA							
22T0253A	103924	01/18/2023	01/18/2023	431.60	CC	100260123404	103947
FULLER, MONTANA DOUGLAS							
22T1752A	103925	01/18/2023	01/18/2023	182.00	CC	100260056983	103948
CARRILLO AMBRIZ, SALOMON							
22T1753A	103926	01/18/2023	01/18/2023	229.00	CC	100260056983	103949
CARRILLO AMBRIZ, SALOMON							
19T4527A	103927	01/18/2023	01/18/2023	314.60	DS		103950
SHARPE, RICKY							

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22T1421A	103928	01/18/2023	01/18/2023	150.00	DS		103951
GARZA, MICHAEL XAVIER							
LT230017A	103929	01/18/2023	01/18/2023	144.00	CK	93470	103952
SCRUGGS vs SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES							
LT220170A	103930	01/18/2023	01/18/2023	182.00	CA		103953
BURTON vs GUANDIQUE							
LT230018A	103931	01/19/2023	01/19/2023	324.00	CK	92559	103954
HERNANDEZ vs CAMILLO PROPERTIES, LTD							
LT230019A	103932	01/19/2023	01/19/2023	144.00	CK	92558	103955
REYES vs CAMILLO OZ SFR 2019 LLC							
LT230020A	103933	01/19/2023	01/19/2023	144.00	CK	029521	103956
PAIR vs RAMIREZ							
22T1748A	103934	01/19/2023	01/19/2023	144.00	MO	22-018041747	103957
BELTON, YASZMEN MARIE							
DC230016A	103935	01/19/2023	01/19/2023	54.00	CK	270713	103958
MCCULLAR vs MIDLAND CREDIT MANAGEMENT, INC.							
22T1786A	103936	01/19/2023	01/19/2023	182.00	CA		103959
RODRIGUEZ LEIJA, LUIS ANTONIO							
DC230017A	103937	01/19/2023	01/19/2023	54.00	CK	50147201	103960
HUERTA vs MIDLAND CREDIT MANAGEMENT, INC.							
DC230018A	103938	01/19/2023	01/19/2023	54.00	CK	263385	103961
JUAREZ vs ACCELERATED INVENTORY MANAGEMENT, LLC,							
DC230019A	103939	01/19/2023	01/19/2023	54.00	CK	236477	103962
ROMERO vs CAPITAL ONE, N.A.							
DC230020A	103940	01/19/2023	01/19/2023	54.00	CK	501308	103963
ASBILL vs UHG I LLC,							
22T1685A	103941	01/20/2023	01/20/2023	182.00	CC	100260296755	103964
MONTENEGRO HERRERA, JOSE DE JESUS							
23T0059A	103942	01/20/2023	01/20/2023	229.00	CC	100260296755	103965
RIVERA, GRISELDA ESTAFINI							
23T0058A	103943	01/20/2023	01/20/2023	229.00	CC	100260296755	103966
RIVERA, GRISELDA ESTAFINI							
22T0967A	103944	01/20/2023	01/20/2023	209.00	TS		103967
BRUMLEY, DIANNE RENEE							
DC230021A	103945	01/20/2023	01/20/2023	54.00	CK	50147372	103968
SANCHEZ vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
22T1654A	103946	01/20/2023	01/20/2023	229.00	CA		103969
GARCIA, JOSH BRYAN							
DC230022A	103947	01/20/2023	01/20/2023	54.00	CK	50147447	103970
ANASTASIO II vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
22T1384A	103948	01/23/2023	01/23/2023	102.00	CC	100260378817	103971
MENDEZ, PRISCILLA							
DC230023A	103949	01/23/2023	01/23/2023	54.00	CK	50147541	103972
JIMENEZ vs TD BANK USA, N.A.							
DC230024A	103950	01/23/2023	01/23/2023	54.00	CK	50147464	103973
ESPARZA vs DISCOVER BANK							
DC230025A	103951	01/23/2023	01/23/2023	54.00	CK	50147463	103974
DOSTILLIO vs DISCOVER BANK							
DC230026A	103952	01/23/2023	01/23/2023	54.00	CK	50148349	103975
HUERTA vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
DC230027A	103953	01/23/2023	01/23/2023	54.00	CK	50148242	103976
NASH vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
16T7644A	103954	01/24/2023	01/24/2023	396.50	CC	100260635226	103977
BRACK, KENTON MALIK							
16T7643A	103955	01/24/2023	01/24/2023	282.10	CC	100260635226	103978
BRACK, KENTON MALIK							
16T7645A	103956	01/24/2023	01/24/2023	331.50	CC	100260635226	103979
BRACK, KENTON MALIK							
23T0047A	103957	01/24/2023	01/24/2023	199.00	CC	100260599199	103980
HARRISON, LEO WAYNE							
22T1771A	103958	01/24/2023	01/24/2023	182.00	CC	100260705510	103981
MENDEZ GONZALEZ, HERMILA							
22T1065A	103959	01/24/2023	01/24/2023	282.00	CC	100260612004	103982
HART, ERICA LASHAY							
TRU-20230001	103960	01/24/2023	01/24/2023	50.00	CA		103983
LOPEZ-RAMIREZ, JONAH							

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23T0008A	103961	01/24/2023	01/24/2023	181.00	DS		103984
RAMIREZ, BLANCA							
DC230028A	103962	01/24/2023	01/24/2023	54.00	CK	50148378	103985
CALHOUN vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
22T1747A	103963	01/24/2023	01/24/2023	144.00	MO	27518993640	103986
DAVILA, MYRNA IDALIA							
23T0029A	103964	01/24/2023	01/24/2023	229.00	DS		103987
BAXTER, STEPHEN WAYNE							
23T0029A	103965	01/24/2023	01/24/2023	20.00	CA		103988
BAXTER, STEPHEN WAYNE							
DC230029A	103966	01/24/2023	01/24/2023	54.00	CK	50148406	103989
MORROW vs CAVALRY SPV I, LLC, AS ASSIGNEE OF CAPITAL ONE BANK (USA), N.A.							
23T0069A	103967	01/24/2023	01/24/2023	159.00	DS		103990
SANCHEZ JIMENEZ, HUGO							
23T0069A	103968	01/24/2023	01/24/2023	20.00	CA		103991
SANCHEZ JIMENEZ, HUGO							
23T0104A	103969	01/25/2023	01/25/2023	307.00	CC	100260618132,10	103992
METCALFE, VERONICA SHARLENE							
06T9215A	103970	01/25/2023	01/25/2023	191.00	CC	100260825293	103993
AVILA, RUBEN ISAAC							
22T1791A	103971	01/25/2023	01/25/2023	182.00	CC	100260833215	103994
QUINTANILLA MOLINA, ROSA DEL CARMEN							
DC230030A	103972	01/25/2023	01/25/2023	54.00	CK	50148211	103995
DANIEL vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
LT230004A	103973	01/25/2023	01/25/2023	182.00	CK	1824	103996
WAFFORD vs ARTEAGA							
SC230002A	103974	01/25/2023	01/25/2023	54.00	MO	28440695733	103997
ARREOLA vs ARREOLA							
DC230031A	103975	01/25/2023	01/25/2023	54.00	CK	50147787	103998
ROJAS vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
DC230032A	103976	01/25/2023	01/25/2023	54.00	CK	50148119	103999
HALL vs ABSOLUTE RESOLUTIONS INVESTMEMNTS, LLC							
23T0049A	103977	01/25/2023	01/25/2023	229.00	DS		104000
HANES, BRANDON RAY							
23T0049A	103978	01/25/2023	01/25/2023	20.00	MO	22-022093878	104001
HANES, BRANDON RAY							
DC230033A	103979	01/25/2023	01/25/2023	54.00	CK	153803	104002
WILKINS vs JP MORGAN CHASE BANK, N.A.							
DC230034A	103980	01/25/2023	01/25/2023	54.00	CK	153802	104003
ROMERO vs JP MORGAN CHASE BANK, N.A.							
DC230035A	103981	01/25/2023	01/25/2023	54.00	CK	50148709	104004
COLLINS vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
DC230036A	103982	01/25/2023	01/25/2023	54.00	CK	50149589	104005
EDWARDS vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
23T0105A	103983	01/25/2023	01/25/2023	282.00	CA		104006
SILOS, MANUELA D							
22T1778A	103984	01/26/2023	01/26/2023	257.00	CA		104007
GILMORE, JULIANA FELCMAN							
23T0043A	103985	01/26/2023	01/26/2023	152.45	CC	100260965030	104008
FAIZUR RAHMAN, MOHAMAD HASSAN BIN							
DC230037A	103986	01/26/2023	01/26/2023	54.00	CK	50148906	104009
BAYS vs PORTFOLIO RECOVERY ASSOCIATES, LLC							
DC230038A	103987	01/26/2023	01/26/2023	54.00	CK	50149612	104010
JONES JR vs MIDLAND CREDIT MANAGEMENT, INC.							
DC230039A	103988	01/26/2023	01/26/2023	54.00	CK	50148959	104011
ESPARZA vs MIDLAND CREDIT MANAGEMENT, INC.							
DC230040A	103989	01/26/2023	01/26/2023	54.00	CK	50148981	104012
MARLOW vs PORTFOLIO RECOVERY ASOCIATES, LLC							
DC230041A	103990	01/26/2023	01/26/2023	54.00	CK	50149260	104013
GUSTAFSON vs VELOCITY INVESTMENTS, LLC							
DC230042A	103991	01/26/2023	01/26/2023	54.00	CK	50149032	104014
MCLEOD vs CREDIT CORP SOLUTIONS INC.							
DC230043A	103992	01/26/2023	01/26/2023	54.00	CK	50149835	104015
HUERTA vs MIDLAND CREDIT MANAGEMENT, INC.							
DC230044A	103993	01/26/2023	01/26/2023	54.00	CK	270805	104016
RAMIREZ vs MIDLAND CREDIT MANAGEMENT, INC.							

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DC230045A	103994	01/26/2023	01/26/2023	54.00	CK	50149903	104017
BASS vs VELOCITY INVESTMENTS, LLC							
DC230046A	103995	01/26/2023	01/26/2023	54.00	CK	50149857	104018
REYES vs TD BANK, N.A.							
22T1716A	103996	01/27/2023	01/27/2023	182.00	CA		104019
PADILLA, MANCELA							
23T0079A	103997	01/27/2023	01/27/2023	305.00	CC	100261131452	104020
KYLE, ANTHONY MICHAEL							
23T0080A	103998	01/27/2023	01/27/2023	182.00	CC	100261131452	104021
KYLE, ANTHONY MICHAEL							
23T0112A	103999	01/27/2023	01/27/2023	226.00	CC	100261026711	104022
GRUTHRIE, DEVIN WALTER							
21T6982A	104000	01/27/2023	01/27/2023	399.10	CC	100261089104	104023
GUINTA, JON THOMAS							
LT230021A	104001	01/27/2023	01/27/2023	144.00	CK	95870	104024
RODRIGUEZ vs SILVERTON, LTD DBA SILVERTON VILLAGE TOWNHOMES							
22T1504A	104002	01/30/2023	01/30/2023	300.00	CC	100261156607	104025
GORETSKA, JOHN MARK							
23T0056A	104003	01/30/2023	01/30/2023	152.45	CC	100261252448	104026
POWE, TIMOTHY ALBERT							
23T0039A	104004	01/30/2023	01/30/2023	257.00	CC	100261214806	104027
FLOREZ HERNANDEZ, RUBEN							
23T0040A	104005	01/30/2023	01/30/2023	182.00	CC	100261214806	104028
FLOREZ HERNANDEZ, RUBEN							
23T0041A	104006	01/30/2023	01/30/2023	369.00	CC	100261214806	104029
FLOREZ HERNANDEZ, RUBEN							
23T0107A	104007	01/30/2023	01/30/2023	182.00	CA		104030
HERNANDEZ LOPEZ, MARCO ANTONIO							

PAYMENT TYPES REPORT
 PAYMENT TYPES BETWEEN 01/01/2023 AND 01/31/2023
 FOR ALL PAYMENT TYPES
 SORTED BY RECEIPT DATE

Date	Case #	Payee	Rcpt #	Rcpt Amt	Pay Type	Balance	Reference
01/03/2023	22T1384A	MENDEZ, PRISCILLA	103801	102.00	CC	202.00	100258515129
01/03/2023	22T1606A	BAUTISTA HERNANDEZ, JORGE AARON	103802	182.00	CC	0.00	100258442304
01/03/2023	22T1766A	VAZQUEZ PEREZ, JOSE FROYLAN	103803	182.00	CC	0.00	100258521950
01/03/2023	22T0501A	CARDONA, JOSE	103804	256.10	CC	0.00	100258542369
01/03/2023	22T0871A	MORALES MORENO, LUIS	103805	182.00	MO	0.00	4193975547
01/03/2023	22T0991A	GUERRERO, GERARDO ERIC	103806	182.00	CC	0.00	100258604640
01/03/2023	22T0834A	CASTILLO ALFARO, WILMAN LEONEL	103807	182.00	CA	0.00	
01/03/2023	19T3387A	VILLATORO, CHRISTOPHER A	103808	250.00	CS	0.00	
01/03/2023	SC220058A	ANTONIO ASCENCIO UGARTE	103809	54.00	CA	146.00	
01/04/2023	22T1726A	HARRISON, GRANT	103810	178.00	CC	0.00	100258734333
01/04/2023	22T1355A	WELLMANN, BRIAN SCOTT	103811	150.00	CC	0.00	100258706489
01/04/2023	22T1662A	GUMMELT, GRAYSON THOMAS	103812	144.00	MO	150.00	22-016681337
01/04/2023	LT220171A	NATIONWIDE COMPLIANT	103813	182.00	CK	0.00	90717
01/04/2023	LT230001A	SANTIBANEZ PROPERTIES	103814	234.00	CA	0.00	
01/04/2023	22T0867A	LOPEZ GUADARRAMA, HELI	103815	182.00	MO	0.00	1311858023
01/04/2023	22T0866A	LOPEZ GUADARRAMA, HELI	103816	257.00	MO	0.00	1311858022
01/04/2023	22T1646A	WHITE, CLINT SCOTT	103817	182.00	DS	0.00	
01/04/2023	22T1646A	WHITE, CLINT SCOTT	103818	20.00	CA	0.00	
01/04/2023	LT230002A	BARRY & SEWART, PLLC OPERATING	103819	234.00	CK	0.00	28690
01/04/2023	22T1597A	AGUILAR-MUNOZ, CRESCENAIO	103820	229.00	CA	0.00	
01/04/2023	22T1596A	AGUILAR-MUNOZ, CRESCENAIO	103821	182.00	CA	0.00	
01/05/2023	22T1557A	MENDIVIL-ARELLANO, BRIAN	103822	229.00	CC	0.00	100258853893
01/05/2023	22T1556A	MENDIVIL-ARELLANO, BRIAN	103823	199.00	CC	0.00	100258853893, 100258
01/05/2023	22T1162A	HURTADO, VICTOR MANUEL	103824	182.00	CC	0.00	100258953507
01/05/2023	22T0694A	CREWS, TRENTON CAMPBELL	103825	817.70	CC	0.00	100258906628
01/05/2023	22T1181A	FALLEN, WALTER PATRICK	103826	334.00	MO	0.00	2108263317
01/05/2023	LT230003A	CW SPARKS MANAGEMENT	103827	144.00	CK	0.00	15802
01/05/2023	DC230001A	ABC LEGAL SERVICES, LLC.	103828	54.00	CK	0.00	50145421
01/05/2023	DC230002A	ABC LEGAL SERVICES, LLC.	103829	54.00	CK	0.00	50145601
01/05/2023	DC230003A	ABC LEGAL SERVICES, LLC.	103830	54.00	CK	0.00	50145068

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01/06/2023	22T1501A	SWIFT, DOMINICK SCOTT	103831	182.00	CA	0.00	
01/06/2023	22T1413A	NINO, MARIA CHRISTIN	103832	229.00	CC	0.00	100259041986
01/06/2023	22T1712A	DE SANTIAGO CUEVAS, ANDRES N	103833	199.00	CC	0.00	100259031422
01/06/2023	22T1677A	REESE, STEPHEN ALEXANDER	103834	144.00	MO	140.00	19-461154125
01/06/2023	22T1677A	REESE, STEPHEN ALEXANDER	103835	140.00	DS	0.00	
01/06/2023	22T0827A	DAY, JAMES BRANDON	103836	282.00	CA	0.00	
01/06/2023	22T1669A	MARTINEZ SANTOS, CARLOS	103837	159.00	DS	0.00	
01/06/2023	22T1669A	MARTINEZ SANTOS, CARLOS	103838	20.00	CA	0.00	
01/06/2023	22T0048A	ALVAREZ, DIEGO AMADER	103839	431.60	CA	0.00	
01/06/2023	22T1677A	REESE, STEPHEN ALEXANDER	103834-V	-144.00	MO	144.00	19-461154125
01/06/2023	SC220058A	ANTONIO ASCENCIO UGARTE	103809-V	-54.00	CA	200.00	
01/06/2023	22T1677A	REESE, STEPHEN ALEXANDER	103835-V	-140.00	DS	284.00	
01/06/2023	22T1677A	REESE, STEPHEN ALEXANDER	103840	144.00	MO	150.00	19-461154125
01/06/2023	SC220058A		103841	54.00	CA	146.00	
01/06/2023	22T1677A	REESE, STEPHEN ALEXANDER	103842	148.00	DS	0.00	
01/06/2023	LT230004A	JOGIP MANAGEMENT	103843	234.00	CK	0.00	1799
01/06/2023	22T1342A	KUSTURIN, ROBERT STEVE	103844	135.00	MO	0.00	19-317642098
01/09/2023	22T1692A	OJEDA LOPEZ, DAVID	103845	182.00	CA	0.00	
01/09/2023	22T1595A	GARZA-PURNDES, HECTOR	103846	182.00	CC	0.00	100259139962
01/09/2023	22T1640A	SILVA, MARIA GUADALUPE	103847	93.00	CC	0.00	100259229778
01/09/2023	19T2774A	ELKINS, SAMANTHA MARIE	103848	380.00	CC	0.00	100259145301
01/09/2023	19T2773A	ELKINS, SAMANTHA MARIE	103849	798.60	CC	0.00	100259145301
01/09/2023	SC230001A	MIKE ATER	103850	144.00	MO	0.00	19-465628801
01/09/2023	SC230001A	MIKE ATER	103850-V	-144.00	MO	144.00	19-465628801
01/09/2023	SC230001A	MIKE ATER	103851	144.00	MO	0.00	19-465628801
01/09/2023	22T1514A	TRUONG, NHI BOI	103852	369.00	DS	0.00	
01/09/2023	SC230001A	MIKE ATER	103851-V	-144.00	MO	144.00	19-465628801
01/09/2023	SC230001A	MIKE ATER	103853	144.00	MO	0.00	19-465628801
01/09/2023	LT230005A	EMERALD GARDEN APARTMENTS	103854	234.00	CA	0.00	
01/09/2023	DC230004A	ABC LEGAL SERVICES, LLC.	103855	54.00	CK	0.00	50144728

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01/09/2023	LT230006A	FBM CONSTRUCTION, INC.	103856	144.00	CK	0.00	048521
01/09/2023	JC101075A	WEINSTEIN & RILEY, PS	103857	8.00	CK	0.00	016522
01/09/2023	LT230007A	HOUSING AUTHORITY OF THE CITY	103858	144.00	CK	0.00	021965
01/09/2023	DC230005A	ABC LEGAL SERVICES, LLC.	103859	54.00	CK	0.00	50145067
01/10/2023	22T1795A	SALDANA, JUAN LOIS	103860	282.00	CC	0.00	100259348758
01/10/2023	22T1648A	SANCHEZ, ALEXIS NICOLE	103861	307.00	CC	0.00	100259314188
01/10/2023	21T7481A	HUTSON, AUSTIN LANE	103862	431.60	CC	0.00	100259349458
01/10/2023	22T0826A	ARREGUIN, LOUIS ERNESTO	103863	300.00	MO	0.00	19-321128884
01/10/2023	LT230008A	LADD SOMKIETE VIEN	103864	144.00	CK	0.00	7469
01/10/2023	22T1738A	BANKS, NICKY ELAINE	103865	209.00	CA	0.00	
01/11/2023	22T1672A	MC MULLEN, MICHAEL ADAM	103866	199.00	MO	0.00	19465634769
01/11/2023	17T0234A	JOHNSON, MORGAN CAROLINE	103867	429.00	CC	0.00	100259486384
01/11/2023	LT230009A	NATIONWIDE COMPLIANT	103868	234.00	CK	0.00	91205
01/11/2023	19T2813A	GARCIA, CARLOS	103869	500.00	CC	0.00	100259506386
01/11/2023	19T2814A	GARCIA, CARLOS	103870	300.00	CC	0.00	100259506386
01/11/2023	22T1550A	KNIGHT, MARTHA	103871	100.00	CA	506.00	
01/11/2023	LT230010A	NATIONWIDE COMPLIANT	103872	234.00	CK	0.00	91824
01/11/2023	LT230011A	SPYGLASS	103873	144.00	CA	0.00	
01/11/2023	LT220149A	COBB MARTINEZ WOODWARD PLLC	103874	182.00	CK	0.00	19319
01/11/2023	LT220148A	COBB MARTINEZ WOODWARD PLLC	103875	182.00	CK	0.00	19318
01/11/2023	DC230006A	ABC LEGAL SERVICES, LLC.	103876	54.00	CK	0.00	50145857
01/12/2023	22T1087A	SANTIZO ALVAREZ, KAREN	103877	282.00	CC	0.00	100259555159
01/12/2023	22T1088A	SANTIZO ALVAREZ, KAREN	103878	182.00	CC	0.00	100259555163
01/12/2023	22T1018A	PICKRELL, ETHAN JAMES	103879	282.00	CC	0.00	100259571531
01/12/2023	DC230007A	ABV LEGAL SERVICES, LLC.	103880	54.00	CK	0.00	50145992
01/12/2023	DC230008A	ABC LEGAL SERVICES, LLC.	103881	54.00	CK	0.00	50146328
01/12/2023	DC230009A	MOSS LAW FIRM, P.C.	103882	54.00	CK	0.00	332944
01/12/2023	DC230010A	PROFESSIONAL CIVIL PROCESS	103883	54.00	CK	0.00	267367
01/12/2023	22T1742A	LI, CHENXI	103884	144.00	MO	150.00	9586307190
01/12/2023	DC230011A		103885	54.00	CK	0.00	153299

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01/12/2023	DC230012A	SCOTT & ASSOCIATES, PC	103886	54.00	CK	0.00	153298
01/13/2023	22T1449A	AYALA, BRYAN	103887	41.00	CA	0.00	
01/13/2023	21T7298A	ALLEN, JASON	103888	334.10	CC	0.00	100259671472
01/13/2023	20T5496A	COLE, JERAHSH ASHANTI ISHOD	103889	817.70	CC	0.00	100259645056
01/13/2023	22T1517A	PARRA, HECTOR	103890	182.00	CC	0.00	10025968839
01/13/2023	22T1785A	RODAS CEDILLOS, JEIMY ELIZABETH	103891	282.00	CC	0.00	100259727547
01/13/2023	22T1794A	GARY, MCKENZIE LYNN	103892	229.00	DS	0.00	
01/13/2023	22T1794A	GARY, MCKENZIE LYNN	103893	20.00	CA	0.00	
01/13/2023	DC230013A	ABC LEGAL SERVICES, LLC.	103894	54.00	CK	0.00	50146797
01/13/2023	DC230014A	PROFESSIONAL CIVIL PROCESS	103895	54.00	CK	0.00	270666
01/13/2023	DC230015A	PROFESSIONAL CIVIL PROCESS	103896	54.00	CK	0.00	270736
01/13/2023	LT230012A	SERGIO GONZALES	103897	144.00	CA	0.00	
01/13/2023	22T1223A	MAST, JASON RICHARD	103898	275.00	MO	0.00	19-254835233
01/13/2023	LT230013A	OMNIKEY REALTY ESCROW	103899	234.00	CK	0.00	41855
01/13/2023	LT230014A	K-NOR PROPERTY MANAGEMENT, L.P	103900	144.00	CK	0.00	18086
01/13/2023	LT230015A	K-NOR PROPERTY MANAGEMENT, L.P	103901	234.00	CK	0.00	18086
01/17/2023	23T0065A	SALAIS, PETE MARTIN	103902	307.00	CA	0.00	
01/17/2023	23T0066A	SALAIS, PETE MARTIN	103903	159.00	DS	0.00	
01/17/2023	23T0066A	SALAIS, PETE MARTIN	103904	20.00	CA	0.00	
01/17/2023	LT230016A	SERENITY VETERANS VILLAGE	103905	144.00	CA	0.00	
01/17/2023	22T1619A	EAR, CASEY SEAV	103906	334.00	CC	0.00	100259775573
01/17/2023	22T1618A	EAR, CASEY SEAV	103907	213.00	CC	0.00	100259775569
01/17/2023	22T1768A	WYROSTEK, CHRISTOPHER PAUL	103908	282.00	CC	0.00	100259825132
01/17/2023	22T1575A	HERNANDEZ, JAVIER	103909	182.00	CC	0.00	100259871536
01/17/2023	19T3449A	GARRIS, JUSTIN WAYNE	103910	523.00	CC	0.00	100259928781
01/17/2023	23T0011A	CORCAS, GERMAN	103911	182.00	CA	0.00	
01/17/2023	22T1381A	MARTIN, ELIZABETH MORGAN	103912	150.00	DS	0.00	
01/17/2023	22T1776A	MARTINEZ VEGA, JULIO CESAR	103913	159.00	DS	0.00	
01/17/2023	22T1776A	MARTINEZ VEGA, JULIO CESAR	103914	20.00	CA	0.00	
01/17/2023	22T1777A	MARTINEZ VEGA, JULIO CESAR	103915	229.00	DS	0.00	

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01/17/2023	22T1777A	MARTINEZ VEGA, JULIO CESAR	103916	20.00	CA	0.00	
01/17/2023	22T1775A	MARTINEZ VEGA, JULIO CESAR	103917	182.00	CA	0.00	
01/17/2023	23T0045A	GONZALES VALDEZ, ISRAEL	103918	182.00	CA	0.00	
01/17/2023	23T0046A	GONZALES VALDEZ, ISRAEL	103919	226.00	CA	0.00	
01/17/2023	19T3880A	MARKALONIS, MICHAEL ALAN	103920	815.10	TS	0.00	
01/17/2023	19T3881A	MARKALONIS, MICHAEL ALAN	103921	357.50	TS	0.00	3368
01/18/2023	LT220183A		103922	182.00	CK	0.00	
01/18/2023	22T1729A	MARTINEZ, CARINA	103923	257.00	CC	0.00	100260005452
01/18/2023	22T0253A	FULLER, MONTANA DOUGLAS	103924	431.60	CC	0.00	100260123404
01/18/2023	22T1752A	CARRILLO AMBRIZ, SALOMON	103925	182.00	CC	0.00	100260056983
01/18/2023	22T1753A	CARRILLO AMBRIZ, SALOMON	103926	229.00	CC	0.00	100260056983
01/18/2023	19T4527A	SHARPE, RICKY	103927	314.60	DS	0.00	
01/18/2023	22T1421A	GARZA, MICHAEL XAVIER	103928	150.00	DS	0.00	
01/18/2023	LT230017A	NATIONWIDE COMPLIANT	103929	144.00	CK	0.00	93470
01/18/2023	LT220170A	JORGE GUANDIQUE	103930	182.00	CA	0.00	
01/19/2023	LT230018A	NATIONWIDE COMPLIANT	103931	324.00	CK	0.00	92559
01/19/2023	LT230019A	NATIONWIDE COMPLIANT	103932	144.00	CK	0.00	92558
01/19/2023	LT230020A	JUDGE FITE MANAGEMENT CO	103933	144.00	CK	0.00	029521
01/19/2023	22T1748A	BELTON, YASZMEN MARIE	103934	144.00	MO	150.00	22-018041747
01/19/2023	DC230016A	PROFESSIONAL CIVIL PROCESS	103935	54.00	CK	0.00	270713
01/19/2023	22T1786A	RODRIGUEZ LEIJA, LUIS ANTONIO	103936	182.00	CA	0.00	
01/19/2023	DC230017A	ABC LEGAL SERVICES, LLC	103937	54.00	CK	0.00	50147201
01/19/2023	DC230018A	PROFESSIONAL CIVIL PROCESS	103938	54.00	CK	0.00	263385
01/19/2023	DC230019A	MOSS LAW FIRM, P.C.	103939	54.00	CK	0.00	236477
01/19/2023	DC230020A	PERSOLVE LEGAL GROUP, LLP	103940	54.00	CK	0.00	501308
01/20/2023	22T1685A	MONTENEGRO HERRERA, JOSE DE JES	103941	182.00	CC	0.00	100260296755
01/20/2023	23T0059A	RIVERA, GRISELDA ESTAFINI	103942	229.00	CC	0.00	100260296755
01/20/2023	23T0058A	RIVERA, GRISELDA ESTAFINI	103943	229.00	CC	0.00	100260296755
01/20/2023	22T0967A	BRUMLEY, DIANNE RENEE	103944	209.00	TS	0.00	
01/20/2023	DC230021A	ABC LEGAL SERVICES, LLC.	103945	54.00	CK	0.00	50147372

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01/20/2023	22T1654A	GARCIA, JOSH BRYAN	103946	229.00	CA	0.00	
01/20/2023	DC230022A	ABC LEGAL SERVICES, LLC.	103947	54.00	CK	0.00	50147447
01/23/2023	22T1384A	MENDEZ, PRISCILLA	103948	102.00	CC	102.00	100260378817
01/23/2023	DC230023A	ABC LEGAL SERVICES, LLC	103949	54.00	CK	0.00	50147541
01/23/2023	DC230024A	ABC LEGAL SERVICES, LLC.	103950	54.00	CK	0.00	50147464
01/23/2023	DC230025A	ABC LEGAL SERVICES, LLC	103951	54.00	CK	0.00	50147463
01/23/2023	DC230026A	ABC LEGAL SERVICES, LLC	103952	54.00	CK	0.00	50148349
01/23/2023	DC230027A	ABC LEGAL SERVICES, LLC.	103953	54.00	CK	0.00	50148242
01/24/2023	16T7644A	BRACK, KENTON MALIK	103954	396.50	CC	0.00	100260635226
01/24/2023	16T7643A	BRACK, KENTON MALIK	103955	282.10	CC	0.00	100260635226
01/24/2023	16T7645A	BRACK, KENTON MALIK	103956	331.50	CC	0.00	100260635226
01/24/2023	23T0047A	HARRISON, LEO WAYNE	103957	199.00	CC	0.00	100260599199
01/24/2023	22T1771A	MENDEZ GONZALEZ, HERMILA	103958	182.00	CC	0.00	100260705510
01/24/2023	22T1065A	HART, ERICA LASHAY	103959	282.00	CC	0.00	100260612004
01/24/2023	TRU-20230001	LOPEZ-RAMIREZ, JONAH	103960	50.00	CA	0.00	
01/24/2023	23T0008A	RAMIREZ, BLANCA	103961	181.00	DS	0.00	
01/24/2023	DC230028A	ABC LEGAL SERVICES	103962	54.00	CK	0.00	50148378
01/24/2023	22T1747A	DAVILA, MYRNA IDALIA	103963	144.00	MO	150.00	27518993640
01/24/2023	23T0029A	BAXTER, STEPHEN WAYNE	103964	229.00	DS	0.00	
01/24/2023	23T0029A	BAXTER, STEPHEN WAYNE	103965	20.00	CA	0.00	
01/24/2023	DC230029A	ABC LEGAL SERVICES, LLC.	103966	54.00	CK	0.00	50148406
01/24/2023	23T0069A	SANCHEZ JIMENEZ, HUGO	103967	159.00	DS	0.00	
01/24/2023	23T0069A	SANCHEZ JIMENEZ, HUGO	103968	20.00	CA	0.00	
01/25/2023	23T0104A	METCALFE, VERONICA SHARLENE	103969	307.00	CC	0.00	100260618132, 1002607
01/25/2023	06T9215A	AVILA, RUBEN ISAAC	103970	191.00	CC	0.00	100260825293
01/25/2023	22T1791A	QUINTANILLA MOLINA, ROSA DEL CA	103971	182.00	CC	0.00	100260833215
01/25/2023	DC230030A	ABC LEGAL SERVICES, LLC.	103972	54.00	CK	0.00	50148211
01/25/2023	LT230004A	JOGIP MANAGEMENT	103973	182.00	CK	0.00	1824
01/25/2023	SC230002A		103974	54.00	MO	0.00	28440695733
01/25/2023	DC230031A	ABC LEGAL SERVICES, LLC.	103975	54.00	CK	0.00	50147787

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01/25/2023	DC230032A	ABC LEGAL SERVICES	103976	54.00	CK	0.00	50148119
01/25/2023	23T0049A	HANES, BRANDON RAY	103977	229.00	DS	0.00	
01/25/2023	23T0049A	HANES, BRANDON RAY	103978	20.00	MO	0.00	22-022093878
01/25/2023	DC230033A	SCOTT & ASSOCIATES, PC	103979	54.00	CK	0.00	153803
01/25/2023	DC230034A	SCOTT & ASSOCIATES, PC	103980	54.00	CK	0.00	153802
01/25/2023	DC230035A	ABC LEGAL SERVICES, LLC	103981	54.00	CK	0.00	50148709
01/25/2023	DC230036A	ABC LEGAL SERVICES, LLC.	103982	54.00	CK	0.00	50149589
01/25/2023	23T0105A	SILIOS, MANUELA D	103983	282.00	CA	0.00	
01/26/2023	22T178A	GILMORE, JULIANA FELCMAN	103984	257.00	CA	0.00	
01/26/2023	23T0043A	FAIZUR RAHMAN, MOHAMAD HASSAN B	103985	152.45	CC	0.00	100260965030
01/26/2023	DC230037A	ABC LEGAL SERVICES, LLC.	103986	54.00	CK	0.00	50148906
01/26/2023	DC230038A	ABC LEGAL SERVICES, LLC.	103987	54.00	CK	0.00	50149612
01/26/2023	DC230039A	ABC LEGAL SERVICES, LLC	103988	54.00	CK	0.00	50148959
01/26/2023	DC230040A	ABC LEGAL SERVICES, LLC	103989	54.00	CK	0.00	50148981
01/26/2023	DC230041A	ABC LEGAL SERVICES, LLC.	103990	54.00	CK	0.00	50149260
01/26/2023	DC230042A	ABC LEGAL SERVICES, LLC.	103991	54.00	CK	0.00	50149032
01/26/2023	DC230043A	ABC LEGAL SERVICES	103992	54.00	CK	0.00	50149835
01/26/2023	DC230044A	PROFESSIONAL CIVIL PROCESS	103993	54.00	CK	0.00	270805
01/26/2023	DC230045A	ABC LEGAL SERVICES, LLC.	103994	54.00	CK	0.00	50149903
01/26/2023	DC230046A	ABC LEGAL SERVICES, LLC.	103995	54.00	CK	0.00	50149857
01/27/2023	22T1716A	PADILLA, MANCELA	103996	182.00	CA	0.00	
01/27/2023	23T0079A	KYLE, ANTHONY MICHAEL	103997	305.00	CC	0.00	100261131452
01/27/2023	23T0080A	KYLE, ANTHONY MICHAEL	103998	182.00	CC	0.00	100261131452
01/27/2023	23T0112A	GRUTHRIE, DEVIN WALTER	103999	226.00	CC	0.00	100261026711
01/27/2023	21T6982A	GUINTA, JON THOMAS	104000	399.10	CC	0.00	100261089104
01/27/2023	LT230021A	NATIONWIDE COMPLIANT	104001	144.00	CK	0.00	95870
01/30/2023	22T1504A	GORETSKA, JOHN MARK	104002	300.00	CC	0.00	100261156607
01/30/2023	23T0056A	POWE, TIMOTHY ALBERT	104003	152.45	CC	0.00	100261252448
01/30/2023	23T0039A	FLOREZ HERNANDEZ, RUBEN	104004	257.00	CC	0.00	100261214806
01/30/2023	23T0040A	FLOREZ HERNANDEZ, RUBEN	104005	182.00	CC	0.00	100261214806

PAYMENT TYPES REPORT
PAYMENT TYPES BETWEEN 01/01/2023 AND 01/31/2023
FOR ALL PAYMENT TYPES
SORTED BY RECEIPT DATE

Date	Case #	Payee	Rcpt #	Rcpt Amt	Pay Type	Balance	Reference
01/30/2023	23T0041A	FLOREZ HERNANDEZ, RUBEN	104006	369.00	CC	0.00	100261214806
01/30/2023	23T0107A	HERNANDEZ LOPEZ, MARCO ANTONIO	104007	182.00	CA	0.00	
CC -	17406.50						
MO -	2802.00	62 Rcpts					
CA -	5759.60	22 Rcpts					
CS -	250.00	39 Rcpts					
CK -	6426.00	1 Rcpts					
DS -	3046.60	68 Rcpts					
TS -	1381.60	17 Rcpts					
		3 Rcpts					
TOTAL:	37072.30						212

DETAIL REPORT

REPORT CREATED: 02/02/2023 01:51:33 PM

Report Overview

Bureaus In Report: **1**
 Payments: **60 / \$19,203.50**
 Credits: **3 / \$503.00**
 Pending: **0 / \$0.00**

Start Date: **12/30/2022 04:00:00**
 End Date: **01/31/2023 04:00:00**
 Total Payments: **63**

ELLIS COUNTY, TX JP 1

RECORD COUNT: 66

Report Information

Bureau Code: 7653304
 Start Date: 12/30/2022 04:00:00
 End Date: 01/31/2023 04:00:00

Totals
 Payments: 60 / \$19,203.50
 Credits: 3 / \$503.00
 Pending: 0 / \$0.00

*J#1
 Receipted
 \$17,406.50*

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
View	Request Refund	100258442304	12/30/2022 10:45:24 AM	TX6G980PETPQ	\$182.00	Payment	Complete	Jorge Aaron Bautista Hernandez
View	Request Refund	100258515129	12/30/2022 2:33:52 PM	40274902	\$102.00	Payment	Complete	Priscilla Mendez
View	Request Refund	100258521950	12/30/2022 2:54:12 PM	TX6GAH0SLV14	\$182.00	Payment	Complete	Jose Froylan Vazquez Perez
View	Request Refund	100258542369	12/30/2022 4:05:14 PM	22T0501A	\$256.10	Payment	Complete	Jose Cardona
View	Request Refund	100258604640	12/31/2022 3:44:55 PM	12791781	\$182.00	Payment	Complete	Gerardo Eric Guerrero Eric Guerrero
View	Request Refund	100258706489	1/3/2023 8:54:04 AM	22t1355a	\$150.00	Payment	Complete	
View	Request Refund	100258734333	1/3/2023 10:42:34 AM	42973824	\$178.00	Payment	Complete	
View	Request Refund	100258853893	1/4/2023 8:14:29 AM	049420	\$400.00	Payment	Complete	Brian Mendivil
View	Request Refund	100258861641	1/4/2023 9:04:52 AM	43659327	\$28.00	Payment	Complete	BRIAN MENDAVIL
View	Request Refund	100258906628	1/4/2023 12:26:31 PM	DL 01206714	\$817.70	Payment	Complete	Trenton Crews
View	Request Refund	100258953507	1/4/2023 3:50:00 PM	51983	\$182.00	Payment	Complete	
View	View Refund	100258965979	1/4/2023 5:10:10 PM	42589237	\$490.00	Payment	Complete	
View	Unavailable	70624806	1/5/2023 9:44:12 AM	42589237	\$490.00	Credit	Complete	
View	Request Refund	100259031422	1/5/2023 12:23:11 PM	17036434	\$199.00	Payment	Complete	Andres Noel De Santiago Cuevas

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
View	Request Refund	100259041986	1/5/2023 1:15:46 PM	22T1413A	\$229.00	Payment	Complete	Maria Cristina Nino
View	Request Refund	100259139962	1/6/2023 11:06:43 AM	52980	\$182.00	Payment	Complete	
View	Request Refund	100259145301	1/6/2023 11:27:36 AM	40004887	\$1,178.60	Payment	Complete	Samantha Marie Elkins
View	Request Refund	100259229778	1/6/2023 9:45:37 PM	22T1640A	\$93.00	Payment	Complete	Maria Guadalupe Silva
View	Request Refund	100259314188	1/9/2023 10:53:37 AM	44791014	\$307.00	Payment	Complete	Alexis Sanchez
View	Request Refund	100259348758	1/9/2023 1:21:54 PM	17652266	\$290.00	Payment	Complete	
View	Request Refund	100259349458	1/9/2023 1:24:45 PM	38400130	\$431.60	Payment	Complete	Austin Hutson
View	Unavailable	70626337	1/10/2023 11:14:14 AM	17652266	\$8.00	Credit	Complete	
View	Request Refund	100259486384	1/10/2023 2:35:34 PM	17T0234A	\$429.00	Payment	Complete	Karen Johnson
View	Request Refund	100259506386	1/10/2023 4:09:33 PM	35651477	\$800.00	Payment	Complete	
View	Request Refund	100259555159	1/11/2023 10:59:44 AM	22T1087A	\$282.00	Payment	Complete	Karen Santizo
View	Request Refund	100259555163	1/11/2023 10:59:46 AM	22T1088A	\$182.00	Payment	Complete	Karen Santizo
View	Request Refund	100259571531	1/11/2023 12:22:05 PM	22t1018a	\$282.00	Payment	Complete	
View	Unavailable	100259628508	1/11/2023 8:37:07 PM	42231070	\$182.00	Payment	Declined	
View	Request Refund	100259645056	1/12/2023 9:15:22 AM	20t54968	\$817.70	Payment	Complete	
View	Request Refund	100259671472	1/12/2023 11:25:59 AM	41440229	\$334.10	Payment	Complete	Jason Allen
View	Request Refund	100259688839	1/12/2023 12:58:00 PM	51855	\$182.00	Payment	Complete	
View	Request Refund	100259727547	1/12/2023 4:04:05 PM	46746906	\$282.00	Payment	Complete	
View	Request Refund	100259775569	1/13/2023 10:19:31 AM	46227624	\$213.00	Payment	Complete	Casey Ear
View	Request Refund	100259775573	1/13/2023 10:19:32 AM	46227624	\$334.00	Payment	Complete	Casey Ear
View	Request Refund	100259825132	1/13/2023 1:40:50 PM	13794413	\$282.00	Payment	Complete	Christopher wyrostvk
View	Request Refund	100259871536	1/13/2023 5:04:51 PM	48561595	\$182.00	Payment	Complete	Javier Hernandez
View	Request Refund	100259928781	1/15/2023 2:34:33 PM	19t3449a	\$523.00	Payment	Complete	
View	Request Refund	100260005452	1/17/2023 8:35:50 AM	12659525	\$257.00	Payment	Complete	Carina Martínez

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
View	Request Refund	100260056983	1/17/2023 12:15:42 PM	22T1753A	\$411.00	Payment	Complete	Salomon Carrillo Salomon
View	Request Refund	100260123404	1/17/2023 6:33:51 PM	28707202	\$431.60	Payment	Complete	Montana fuller Montana
View	Request Refund	100260296755	1/19/2023 11:49:28 AM	42231070	\$182.00	Payment	Complete	Jose Montenegro
View	Request Refund	100260325089	1/19/2023 2:11:26 PM	35431715	\$458.00	Payment	Complete	Griselda Estafini Rivera
View	Unavailable	100260325485	1/19/2023 2:12:54 PM	22t1771a	\$80.00	Payment	Declined	
View	Request Refund	100260378817	1/20/2023 8:34:10 AM	40274902	\$102.00	Payment	Complete	Priscilla Mendez Priscil
View	Request Refund	100260599199	1/23/2023 10:31:44 AM	05896402	\$199.00	Payment	Complete	Wayne Harrison
View	Request Refund	100260612004	1/23/2023 11:21:37 AM	38327255	\$282.00	Payment	Complete	Erica Lashay Hart
View	Request Refund	100260618132	1/23/2023 11:43:04 AM	45931585	\$275.00	Payment	Complete	Veronica Sharlene Metcalfe
View	Request Refund	100260635226	1/23/2023 12:51:02 PM	16c7643a	\$1,010.10	Payment	Complete	
View	Request Refund	100260705510	1/23/2023 7:29:26 PM	22t1771a	\$182.00	Payment	Complete	
View	Request Refund	100260739597	1/24/2023 10:07:00 AM	45931585	\$32.00	Payment	Complete	Veronica Sharlene Metcalfe
View	Request Refund	100260825293	1/24/2023 5:12:31 PM	06t92158	\$191.00	Payment	Complete	
View	Request Refund	100260833215	1/24/2023 7:27:38 PM	Txtrc521021	\$187.00	Payment	Complete	Rosa Del Carmen Quintanilla
View	Unavailable	70632076	1/25/2023 12:14:18 PM	Txtrc521021	\$5.00	Credit	Complete	Rosa Del Carmen Quintanilla
View	Request Refund	100260965030	1/25/2023 5:15:15 PM	40728263	\$152.45	Payment	Complete	
View	Request Refund	100261026711	1/26/2023 11:06:23 AM	48830404	\$226.00	Payment	Complete	
View	Request Refund	100261089104	1/26/2023 2:56:55 PM	41932269	\$399.10	Payment	Complete	Jon T Guinta Jr
View	Request Refund	100261131452	1/26/2023 8:53:27 PM	53916	\$487.00	Payment	Complete	Cortney Bearden
View	Request Refund	100261156607	1/27/2023 9:01:44 AM	43280219	\$300.00	Payment	Complete	John Mark Goretska
View	Request Refund	100261214806	1/27/2023 12:06:33 PM	ac	\$808.00	Payment	Complete	
View	Request Refund	100261252448	1/27/2023 2:05:08 PM	13653243	\$152.45	Payment	Complete	

Detail	Refund Status	Payment ID	Processed Time	Case number or Driver's License Number	Amount	Flow	Outcome	Name
View	Request Refund	100261458153	1/30/2023 8:41:28 AM	53905	\$332.00	Payment	Complete	
View	Request Refund	100261471436	1/30/2023 9:21:18 AM	23T0097A	\$182.00	Payment	Complete	Melissa Raya
View	Request Refund	100261484111	1/30/2023 9:51:20 AM	tx6hwj0driqt	\$257.00	Payment	Complete	
View	Request Refund	100261558275	1/30/2023 12:31:30 PM	4342580190983148	\$182.00	Payment	Complete	Sylvia Perez Sylvia
View	Request Refund	100261676012	1/30/2023 4:55:17 PM	29402306	\$341.00	Payment	Complete	Michael Kurr Michael
View	Unavailable	100261705273	1/30/2023 7:04:25 PM	23t0015a	\$182.00	Payment	Declined	Jose Christian Aguirre acosta José Christian aguirre

Receipted

 2-2-23

DETAIL REPORT

REPORT CREATED: 01/06/2023 08:52:18 AM

Report Overview

Bureaus In Report: **1**
Payments: **2 / \$428.00**
Credits: **1 / \$490.00**
Pending: **0 / \$0.00**

Start Date: **01/05/2023 04:00 AM**
End Date: **01/06/2023 04:00 AM**
Total Payments: **3**

7653304 // Ellis County, TX JP 1

Payment Detail

Payment ID 70624806
Date/Time 01/05/2023 9:44:12 AM
Amount \$490.00
Conv. Fee \$11.52
Flow Credit

Billing Information

First Name
Middle Name
Last Name
Name Suffix
Address 933
City
State
Postal Code 75125
Country
Telephone 4692855311
Email Address

Credit Card Payment

Card Type Visa
Auth Response
Origination IVR
Outcome Complete

Additional Information

Payment Type
Case number or Driver's License Number 42589237

DETAIL REPORT

REPORT CREATED: 01/11/2023 08:04:48 AM

Report Overview

Bureaus In Report: **1**
Payments: **2 / \$1,229.00**
Credits: **1 / \$8.00**
Pending: **0 / \$0.00**

Start Date: **01/10/2023 04:00 AM**
End Date: **01/11/2023 04:00 AM**
Total Payments: **3**

7653304 // Ellis County, TX JP 1

Payment Detail

Payment ID 70626337
Date/Time 01/10/2023 11:14:14 AM
Amount \$8.00
Conv. Fee \$0.00
Flow Credit

Billing Information

First Name
Middle Name
Last Name
Name Suffix
Address 1922
City
State
Postal Code 77396
Country
Telephone 8323316625
Email Address

Credit Card Payment

Card Type Visa
Auth Response
Origination IVR
Outcome Complete

Additional Information

Payment Type
Case number or Driver's License Number 17652266

DETAIL REPORT

REPORT CREATED: 01/26/2023 08:18:51 AM

Report Overview

Bureaus In Report: **1**
Payments: **1 / \$152.45**
Credits: **1 / \$5.00**
Pending: **0 / \$0.00**

Start Date: **01/25/2023 04:00 AM**
End Date: **01/26/2023 04:00 AM**
Total Payments: **2**

7653304 // Ellis County, TX JP 1

Payment Detail

Payment ID 70632076
Date/Time 01/25/2023 12:14:18 PM
Amount \$5.00
Conv. Fee \$0.00
Flow Credit

Billing Information

First Name Rosa
Middle Name Del Carmen
Last Name Quintanilla
Name Suffix
Address 810 phillips dr
City ENNIS
State TX
Postal Code 75119
Country US
Telephone 2147159804
Email Address gloriadmolina@gmail.com

Credit Card Payment

Card Type Visa
Auth Response
Origination Internet
Outcome Complete

Additional Information

Payment Type Payment
Case number or Driver's License Number Txtrc521021

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: 02/15/2023 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: 02/21/2023

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

January 27, 2023 - February 13, 2023 pursuant to Local Government Code §114.024

*

County Attorney Approval

Trial Balance for Ellis County

From 01/27/2023 - 02/13/2023

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	56,488,636.87	18,295,372.95	8,990,387.38	65,793,042.44
2	ROAD IMPROVEMENT FUND	1,704,676.32	359,138.96	262,000.00	1,801,815.28
3	ROAD/BRIDGE PCT. 1	2,893,678.94	1,004,053.44	838,458.88	3,059,273.50
4	ROAD/BRIDGE PCT. 2	2,288,062.10	678,773.91	524,362.81	2,442,473.20
5	ROAD/BRIDGE PCT. 3	2,085,688.73	1,019,789.24	854,214.06	2,251,263.91
6	ROAD/BRIDGE PCT. 4	3,024,110.77	985,333.19	838,886.22	3,170,557.74
7	ADULT PROBATION	1,266,235.24	180,732.34	194,486.74	1,252,480.84
8	JUVENILE PROBATION	349,905.35	489,846.37	645,646.75	194,104.97
9	F/M PCT. 1	3,272,467.90	591,521.49	281,522.03	3,582,467.36
10	F/M PCT. 2	937,884.44	606,479.56	316,689.41	1,227,674.59
11	F/M PCT. 3	1,372,160.34	602,105.03	285,909.64	1,688,355.73
12	F/M PCT. 4	1,711,534.25	626,466.71	293,026.31	2,044,974.65
13	LATERAL ROAD PCT. 1	377,147.96	1,434.22	-	378,582.18
14	COUNTY & DISTRICT CT TECH	43,286.51	204.00	-	43,490.51
15	JUSTICE COURT TECHNOLOGY FUND	205,029.84	1,356.35	-	206,386.19
16	DC ARCHIVES RECORDS MANAGEMENT	173,217.26	647.84	-	173,865.10
17	JURY	133,555.68	17,089.63	3,526.96	147,118.35
18	PERMANENT IMPROVEMENT	7,507,313.82	1,870,261.90	550,000.00	8,827,575.72
19	LAW LIBRARY	84,591.96	7,887.84	16,653.28	75,826.52
20	TRUST AND AGENCY FUND	-	-	-	-
21	RECORDS MANAGEMENT	2,109,063.86	23,558.78	5,916.94	2,126,705.70
22	CC ARCHIVES RECORDS MANAGEMENT	2,356,205.45	22,807.54	-	2,379,012.99
23	ROW AVAILABLE	150,101.31	1,215.89	-	151,317.20
24	FIRE MARSHAL SPECIAL FUND	214,018.31	2,619.08	1,575.70	215,061.69
26	DISTRICT COURT RECORDS TECH	232,066.79	857.44	-	232,924.23
27	ROAD DISTRICT #1	974,021.85	3,760.42	-	977,782.27
28	ROAD DISTRICT #5	15,418.78	59.53	-	15,478.31
29	ROAD DISTRICT #16	201,319.39	777.24	-	202,096.63
30	CHECK PROCESSING FEE AC	135,293.64	516.04	19.45	135,790.23
31	DRUG FORFEITURE FUND	255,245.09	967.00	-	256,212.09
32	GEN RECORD MANAGE/PRESE	721,343.17	6,092.02	-	727,435.19
33	COURTHOUSE SECURITY FUN	420,848.96	6,500.35	-	427,349.31
34	COURT REC. PRESERVATION 51.708	152,746.50	1,455.00	-	154,201.50
36	ELECTIONS ADMIN FEES	30,496.16	101.12	-	30,597.28
38	SERIES 07 INTEREST & SINKING	2,770,560.04	3,166,572.93	5,288,728.75	648,404.22
40	SERIES 07 BOND PROJECT	2,930,304.38	16,905.91	85,401.30	2,861,808.99
42	SHERIFF FEDERAL DRUG FORFEITURE	509,213.01	1,965.90	-	511,178.91
43	COUNTY CLERK VITALS PRESERVATION	41,681.78	391.00	1,303.25	40,769.53
45	ELLIS CO COMM CORRECTIONS	54,091.20	7,516.70	26,538.59	35,069.31
46	SHERIFF SEIZURE FUND	168,913.98	609.76	-	169,523.74
47	SHERIFF DRUG FORFEITURE	363,946.95	64,869.94	66,581.00	362,235.89
48	DISTRICT ATTY DRUG SEIZ	489,139.83	1,841.65	180.53	490,800.95
50	CIVIL SUPERVISION FEES	188,547.89	11,911.74	4,659.58	195,800.05
53	COURT FACILITY FEES	10,938.00	58,520.80	-	69,458.80
56	CONSTABLE PCT #2 FORFEITURE	1,446.34	3.07	-	1,449.41
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
61	TRUANCY & PREVENTION	53,652.87	730.76	-	54,383.63
63	AMERICAN RESCUE PLAN	34,796,778.50	133,887.76	-	34,930,666.26
66	JUVENILE JUSTICE ALTERNATIVE EDUC.	80,884.05	81,330.58	56,311.41	105,903.22
68	VEHICLE REPLACEMENT FUND	1,365,381.47	6,449.84	-	1,371,831.31
71	TREASURERS HELD PROPERTY	1,392.31	2.95	-	1,395.26
72	ELLIS COUNTY LEVEE #2	345,932.14	5,486.22	-	351,418.36
73	ELLIS COUNTY LEVEE #3	322,591.94	4,039.46	-	326,631.40
74	ELLIS COUNTY LEVEE #4	8,115.37	17.23	-	8,132.60
75	JUVENILE PROBATION FEES	81,153.36	575.00	-	81,728.36
125	CONSTABLE PCT 1 LEOSE FUNDS	-	-	-	-
126	CONSTABLE PCT 2 LEOSE FUNDS	640.43	-	-	640.43
127	CONSTABLE PCT 3 LEOSE FUNDS	596.91	-	-	596.91
128	CONSTABLE PCT 4 LEOSE FUNDS	267.45	-	-	267.45
129	SHERIFF LEOSE FUNDS	663.74	-	-	663.74
130	DISTRICT ATTY LEOSE FUNDS	(40.31)	-	-	(40.31)
131	LANGUAGE ACCESS FUND	6,322.13	597.00	-	6,919.13
		138,480,670.58	30,974,008.62	20,432,986.97	149,021,112.23

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Please fill out this form completely:

DATE: February 15, 2023

NAME: Tim Birdwell

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

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: February 21, 2023

DESCRIPTION OF AGENDA REQUEST: Consent Agenda Item (as follows)

Approval of Compilation for the following ESD Board of Directors: Pursuant to 775.082, Texas Health and Safety Code, acceptance of the annual Audit Report of the fiscal accounts and records of the following Emergency Services District in Ellis County. **For ESD#5 Ferris**

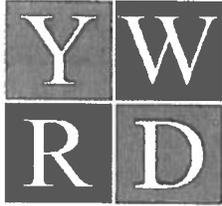
*

County Attorney Approval

**ELLIS COUNTY EMERGENCY SERI
DISTRICT #5**

**STATEMENT OF CASH RECEIP
AND DISBURSEMENTS**

Year Ended September 30, 2022



YWRD, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Greer Yeldell, CPA | Glen Wilson, CPA | Tracie Wood, CPA
Joyce Reeve, CPA | Brandon Diviney, CPA | Bryan Thomas, CPA

To the Board of Directors of
Ellis County Emergency Services District #5
Ferris, Texas

Management is responsible for the accompanying statement of cash receipts and disbursements of Ellis County Emergency Services District #5 (District) for the year ended September 30, 2022, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of cash receipts and disbursements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on the statement of cash receipts and disbursements.

The statement of cash receipts and disbursements is prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in a financial statement prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the District's cash receipts and disbursements. Accordingly, the financial statement is not designed for those who are not informed about such matters.

YWRD, P.C.

YWRD, P.C.
Certified Public Accountants

Waxahachie, Texas
November 1, 2022

ELLIS COUNTY EMERGENCY SERVICES DISTRICT #5
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
 Year Ended September 30, 2022

CASH RECEIPTS		
Property Taxes		\$ 162,902
Building Rent		3,360
TOTAL CASH RECEIPTS		<u>166,262</u>
 CASH DISBURSEMENTS		
Accounting		485
Appraisal District Fee		632
City of Ferris Fire Department		89,740
Dues		275
Equipment		1,202
Insurance		100
Legal Fees		11,262
Misc		1,525
Office		602
Repairs and Maintenance		9,646
Training		1,250
Travel		5
Truck Payment		37,443
Truck Repair		2,580
TOTAL CASH DISBURSEMENTS		<u>156,747</u>
 INCREASE IN CASH		 9,515
 BEGINNING CASH		 <u>69,169</u>
ENDING CASH		<u><u>\$ 78,684</u></u>

See accountant's compilation report

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 02/15/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Janet Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 02/21/2023

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

Consent Agenda

Discuss and Accept Donation of 1645 reading books for the Ellis County Jail Library Cart by Anthony Thornton with an estimated value of \$6,580.00

Library Cart Book Donation

February 8, 2023

Anthony Thornton donated approximately 1645 reading books to the Ellis County Jail for the inmate library cart.

Estimated value of the donation: \$6,580.00

COMMISSIONERS COURT AGENDA REQUEST

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PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 02/21/2023

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

****Consent Agenda - Financial ****

Approval to pay the following FY2022 Invoices with FY2023 Budgeted Funds

Please see attached

To: Staci

From: Michelle

Date: 2/14/23

Invoice for the Court Agenda – Court Date 2/21/23

These are invoices from FY22 that need to be paid in FY23.

Step One – 9/6/22 - \$160.00

Alere Toxicology - 4/15/22 - \$780.74



Alere Toxicology-Products
 Division
 (800) 340-4029

Note New Address
 Instant Technologies, Inc.
 dba Alere Toxicology-Products Division
 PO Box 734598
 Chicago, IL 60673-4598
 ACH: ABA 071000013 Acct 517279268
 *send in CTX format

Invoice

Invoice Number: 2803431-IN ✓
 Invoice Date: 4/15/2022 ✓
 Order Number: P241733
 Order Date: 4/12/2022
 Salesperson: P004
 Customer Number: 00-F282469
 KLS Order No: 2281696

Sold To:

ELLIS COUNTY JUVENILE
 CHELSEA SMITH
 109 S. JACKSON ST
 WAXAHACHIE, TX 75165

Ship To:

ELLIS COUNTY JUVENILE
 109 S. JACKSON STREET
 WAXAHACHIE, TX 75165

Confirm To:
 JUVENILE SERVICES

PO# 23-000980 ✓

Customer P.O.	Ship VIA	F.O.B.	Terms			
	FGROUND MATRIX		Net 30 Days			
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
16625	EACH	200.00	200.00	0.00	0.00	0.00
BAGGIE (BA-1) STD BAGGIE (1091)						
			Whse: PRT			
I-DUD-197-014	BX25	6.00	6.00	0.00	125.00	750.00
iCup AD 9 Panel Cup						
			Whse: PRT			
Lot Number:	DOA1082300		6.00			

APPROVAL: [Signature] ✓
 DEPT: Juvenile Dept Services
 DATE: 2-6-23
 LINE ITEM: 008-0420-508970
Substance Abuse Services
 \$260.25 ✓

APPROVAL: [Signature] ✓
 DEPT: Juvenile Dept Services
 DATE: 2-6-23
 LINE ITEM: 060-0422-508010 ✓
Supplies - JJAEP
 \$260.25 ✓

APPROVED FOR PAYMENT
 ELLIS COUNTY AUDITOR

APPROVAL: [Signature] ✓
 DEPT: Juvenile Dept. Services
 DATE: 2-6-23
 LINE ITEM: 008-0421-508010 ✓
Supplies - Detention
 \$260.24 ✓

RECEIVED
 FEB - 8 2023
 319
 ELLIS COUNTY AUDITOR

Net Invoice: 750.00
 Less Discount: 0.00
 Freight: 30.74
 Sales Tax: ~~64.41~~
 Invoice Total: 845.15
 Payment Made: 0.00
 Invoice Balance: ~~845.15~~
 \$780.74

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side and return with payment.

Effective 1/1/2011, there will be a \$35.00 charge for all NSF/Returned checks. Additionally, any accounts with unpaid balances 61 days past due will be placed on credit hold.

The invoiced prices may be subject to quarterly or annual reconciliation. Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to you are intended to reflect discounts or other reductions in price within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A). You may have an obligation to report such discounts to any State or Federal program that provides reimbursement to you for the items to which the discount applies, and, if so, you must fully and accurately report such discounts. Further, you should retain invoices and other price documentation and make them available to Federal or State officials upon request. To the extent that any no charge product is being provided (e.g., evaluation, validation, or warranty replacement product), you may not bill the patient or third parties for reimbursement. Any unused product must be destroyed or returned to Alere Toxicology. If the product is being provided as a replacement, the recipient may not bill or seek reimbursement for the product if the original product

Step One Testing
 100 Chambers Circle, Ste. 1004
 Waxahachie, TX 75165
 972-937-8655-Phone
 972-937-8657-Fax

Invoice

DATE
 9/6/2022

Invoice Number
 11852

BILL TO
 Ellis County Precinct 1
 Atten: Jenni Fasulo
 101 S. Main B103
 Waxahachie, Texas 75165

DUE DATE
 10/6/2022

23-000100

Service Date	Name and COC #	Quantity	RATE	Amount Due
09/06/2022	Jerry Scott, ID 7803, COC 7926521206, Post Accident Ua Analysis	1	50.00	50.00
	Jerry Scoot, ID 7803, ALC 1206, Post Accident Breath alcohol	1	30.00	30.00
	Jimmie Harper, ID 5396, COC 7926521207, Post Accident Ua Analysis	1	50.00	50.00
	Jimmie Harper, ID 5396, ALC 1207, Post Accident Breath Alcohol	1	30.00	30.00

Received
 FEB 3 2023
 Ellis County Auditor

Randy Stinson
 Randy Stinson
 Ellis County Commissioner, Pct. 1

Date: 1-30-23
 Acct: RBT employee screening
 Line Item: 003-0001-508650
 Amount: \$ 160.00

RECEIVED
 JAN 30 2023
 BY: JF



Thank you for your business!

APPROVED FOR PAYMENT
 ELLIS COUNTY AUDITOR

Total	160.00
Balance Due	160.00

mf FEB 03 2023

EXCEPTION 1295

Copy for Staci

COMMISSIONERS COURT AGENDA REQUEST

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DATE: 02/15/2023 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: 02/21/2022

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

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

Accept Auction Proceeds from Lone Star Auctioneers in the amount of \$26,050.00 as Unanticipated Revenue.

Request for Special Budget of Unanticipated Revenue:

Increase 005-0703-508020 Equipment by \$26050.00

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: R2023-00320
Receipt Date 02/07/2023

Received From: LONE STAR AUCTIONEERS, INC
Comments: 1/27/2023 AUCTION PROCEEDS: RB3

Description	Account #	Amount
DEPOSIT TOTAL		\$26,050.00
SALE OF EQUIPMENT	005-0703-400100	26050.00
EFT		\$26,050.00
Total Amount		\$26,050.00
Total paid		\$26,050.00
Change		\$0.00

Issued By: LHartley *LH* **Batch:** B02072023-00026

Date : 2/6/2023

Vendor / Contractor : Lone Star Auctioneers, Inc.

General Fund Deposit To : 00-0010-40928-00000-00

Net Proceeds : \$26,050.00

<u>Department</u>	<u>Description</u>	<u>Amount</u>	<u>Deposit Account</u>	<u>Lot (S)</u>
1. RB 3	EQUIPMENT FOR AUCTION : Re-Bid of Ne	\$26,050.00	005-0703-400100	1

Total \$26,050.00

Signature JEG Date 2-7-23

RECEIVED

FEB 07 2023

ELLIS COUNTY TREASURER



LSOauctions
 4629 Mark IV Pkwy
 Ft Worth, TX 76106
 817-740-9400 FAX 817-740-9777
 iso.cc

Seller Number: 212
 Ellis County
 Ellis County
 2272 FM 878 Waxahachie, TX 75165
 Phone 9728255116

Statement Date: 02/03/2023
 Email: jb.anz@ellis.tx.us

Consignor Final Statement Report for Ellis County (01/27/23)
 Closed On 01/27/2023

Item Num	Buyer Name	Phone/Fax	Winning Bid	Tax	Surcharge & Fees	Total
3831-55090	jerry brock sunrise construction 11848 7th st santa fe, TX 77510	2819248485 4099278993				
118421	Lot: 02 - 2018 NEW HOLLAND TRACTOR		\$ 26,050.00	\$ 2,364.04	\$ 2,605.00	\$ 31,019.04
Totals:			\$ 26,050.00	\$ 2,364.04	\$ 2,605.00	\$ 31,019.04
Totals:			\$ 26,050.00	\$ 2,364.04	\$ 2,605.00	\$ 31,019.04

Summary of Sales Activity at Ellis County (01/27/23)

Commissions are Calculated on a Percent of the Sale Price of EACH LOT.

Commission Summary:

Commission Description	Commission Rate	Amount Sold	Comm. Amount
	0.00%	\$ 26,050.00	\$ 0.00

Statement Totals

1 Lots Sold.

Total Sales:	\$ 26,050.00
Less All Expenses:	\$ 0.00
Less Commissions:	\$ 0.00
Total Amount Due:	\$ 26,050.00
Sales Tax Collected:	\$ 2,364.04



LSOauctions
4629 Mark IV Pkwy
Ft Worth, TX 76106
817-740-9400 FAX 817-740-9777
<https://www.lso.cc/>

Lot Sales Report for Ellis County (01/27/23)
Closed On 01/27/2023

Item Number	Description	Buyer	Winning Bid
118421	Lot: 02 - 2018 NEW HOLLAND TRACTOR	jerry brock	\$26,050.00
Lot Count: 1		Bid Total: 26,050.00	

Auction Status Report for Ellis County (01/27/23)
Closed On 01/27/2023

LSOauctions
4629 Mark IV Pkwy, Ft Worth, TX 76106
817-740-9400

Sales Summary

Total Sales	\$26,050.00
Sales Tax for TX @ 8.250%	\$2,364.04
Total Sales Tax	\$2,364.04

Buyers Summary

Total Buyer Premium	\$2,605.00
Other Buyer Expenses	\$0.00
Total Buyer Expenses	\$2,605.00
Total Due from Buyers	\$31,019.04
Total Paid by Buyers	\$31,019.04
Net Due from Buyers	\$0.00

Consignors Summary

Total Consignor Sales	\$26,050.00
Commission Earned	\$0.00
Consignor Expenses	\$0.00
Total Consignor Charges	\$0.00
Net Due to Consignors	\$26,050.00

Profit & Loss Summary

Total Amount Sold	\$26,050.00
Add Buyer Premium	\$2,605.00
Less Net Due Consignors	\$26,050.00
Profit / Loss on Sale	\$2,605.00

Consignor Summary Report for Ellis County (01/27/23)
Closed On 01/27/2023

LSOauctions
4629 Mark IV Pkwy, Ft Worth, TX 76106
817-740-9400

Consignor ID	Name	Total Sales	Commission	Total
212	Ellis County	\$26,050.00	\$0.00	26050

Total Sales	\$26,050.00
Total Commission	\$0.00
Grand Total	\$26,050.00



LSOauctions
4629 Mark IV Pkwy
Ft Worth, TX 76106
817-740-9400 FAX 817-740-9777
<https://www.lso.cc/>

Active Buyers Report for Ellis County (01/27/23)
Closed On 01/27/2023

Buyer	Name/Address	Invoice Total	Email	Phone/Fax
3831-55090	jerry brock	\$31,019.04	jbmaterfish@aol.com	2819248485
1350	sunrise construction 11848 7th st santa fe, TX 77510			4099278993
		Amount Due:	\$31,019.04	Lot Count: 1

FIRST FINANCIAL BANK 2/4/2023 4:49 PM
MEMBER FDIC

General Fund

xxx79291

Amount: \$26,050.00

Statement Description: Inbound Wire Transfer LONE STAR AUCTIONEERS INC

Posted Date: 2/3/2023

Type: Credit

Status: Posted

1/27/2023

tt

00320

COMMISSIONERS COURT AGENDA REQUEST

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NAME: Janet S. Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 02/21/2022

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

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

Accept Insurance Reimbursement from Texas Farm Bureau in the amount of \$2,096.87 as Unanticipated Revenue.

Request for Special Budget of Unanticipated Revenue:

Increase 005-0703-508070 Operating Expenditures by \$2,096.87

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:
R2023-00373

Receipt Date

02/13/2023

Received From: TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY

Comments: 2/08/2023 RB3 INSURANCE CLAIM REIMBURSEMENT: CLAIM 100161290

Description	Account #	Amount
DEPOSIT TOTAL		\$2,096.87
INSURANCE REIMBURSEMENT	005-0703-406590	2096.87

Check	\$2,096.87	Total Amount	\$2,096.87
710123127		Total paid	\$2,096.87
		Change	\$0.00

Issued By: LHartley  **Batch:** B02132023-00030

Texas Farm Bureau Casualty Insurance Company

Check No.: 710123127

Date: 02/08/2023 **Amount Paid:** \$2,096.87
Claim Number: 100161290 **Policy Number:** 23389514

Payee Name and Address:

ELLIS COUNTY c/o Erik Test

101 W MAIN STREET
WAXAHACHIE, TX 75165



Texas Farm Bureau Casualty Insurance Company

Check No.: 710123127

Date: 02/08/2023 **Amount Paid:** \$2,096.87
Claim Number: 100161290 **Policy Number:** 23389514

Payee Name and Address:

ELLIS COUNTY c/o Erik Test

101 W MAIN STREET
WAXAHACHIE, TX 75165



RECEIVED

FEB 13 2023

ELLIS COUNTY TREASURER



Texas Farm Bureau Casualty Insurance Company
P.O. Box 2689 / Waco, Texas 76702-2689

56-382
412

710123127

NOT VALID AFTER ONE YEAR

In Full Payment For Any and All Claims

Policy No.: 23389514 **Claim No.: 100161290**

Wells Fargo Bank, N.A.

ELLIS COUNTY c/o Erik Test

PAY TO THE ORDER OF 101 W MAIN STREET
WAXAHACHIE, TX 75165



Pay Only >

DATE
02/08/2023

PAY THIS AMOUNT
\$2,096.87

~~\$2,096.87~~

SOURCE
7-CLAIMS-CHECK
CRH
Texas Farm Bureau Casualty Insurance Company

Chris Dambert
Authorized Signature

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND THE BACKER HAS AN ARTIFICIAL WATERMARK AND MICROPRINTING

⑈ 7 10 1 23 1 2 7 ⑈ ⑆ 04 1 2038 24 ⑆ 96000 1 13 14 ⑈

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NAME: Janet S. Martin, CPA CFE

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 02/21/2023

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

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

Request for Approval to Disburse Property Tax Refunds in the amount of \$54,291.23 by the Ellis County Tax Assessor Collector.

* _____
County Attorney Approval

Janet S. Martin CPA, CFE



ELLIS COUNTY TAX ASSESSOR AND COLLECTOR



Richard Rozier
Ellis County Tax Assessor/Collector

P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151

February 15, 2023

E-Mail: Richard.rozier@co.ellis.tx.us

Request for Approval of February 21st, 2023 Commissioner's Court

Refund to be issued	Account #	Refund Amount
✓ Advanced Window Systems	✓ 270406	✓ \$2,929.30
✓ 3682 Properties LLC	✓ 162787	✓ \$34,794.68
✓ Corelogic	✓ 174489	✓ \$4,583.25
✓ Sidney Bellamy	✓ 183184	✓ \$11,984.00
	Total Refunds:	\$54,291.23

Rachel Conte Administrator - Property Tax

Todd Little, County Judge

Commission Perry, Pct. 3

Commissioner Stinson, Pct 1

Commissioner Butler, Pct. 4

Commissioner Grayson, Pct 2



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

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

Print Date: 01/18/2023
 Deposit No.:

ADVANCED WINDOW SYSTEMS INC
 ATTN: TAX DEPT
 PO BOX 158
 RED OAK, TX 75154

Account Number 270406	
Legal Description of the Property WINDOW MFG PERSONAL PROPERTY STEVE JOHNSON 301 S MAIN ST 75125	
OWNER: ADVANCED WINDOW SYSTEMS INC	

2022 OVERAGE AMOUNT \$2,929.30 ✓

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>Advanced Window Systems Inc.</i> ✓			
	Address: <i>PO Box 158</i>			
	City, State, Zip: <i>Red Oak, TX 75154</i>			
	Daytime Phone No.: <i>972-617-1641</i>		E-Mail Address: <i>Steve3682@gmail.com</i>	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.:	Date Paid:	Amount Paid:
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> Overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
		<i>2-2-23</i>		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

N230112SY	01/05/2023	52317477	38701	CH	\$2,929.30	\$2,929.30	PA	270406	ADVANCED WINDOW SY
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RICHARD ROZIER
 Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/26/2023
 Deposit No.:

3682 PROPERTIES LLC
 301 S MAIN ST
 FERRIS, TX 75125-2500

Account Number 162787 ✓	
Legal Description of the Property LOT 1-10 BLOCK 8 O T FERRIS 0.718 ACRES 301 S MAIN ST 75125	
OWNER: 3682 PROPERTIES LLC ✓	
2022 OVERAGE AMOUNT \$34,794.68 ✓	

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>3682 Properties</i> ✓			
	Address: <i>PO Box 158</i>			
	City, State, Zip: <i>Red Oak, TX 75154</i>			
	Daytime Phone No.: <i>214-957-0879</i>		E-Mail Address: <i>struc@3682@gmail.com</i>	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
			<i>2-2-23</i>	
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

230125TB276	01/25/2023	52712790	1057	CH	\$34,794.68	\$34,794.68	LG	162787	3682 PROPERTIES LLC
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RICHARD ROZIER
Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/30/2023
 Deposit No.: CORE20210001

CORELOGIC
3001 HACKBERRY
IRVING, TX 75063

Account Number 174489 ✓	
Legal Description of the Property LOT 24 BLK 24 INDIAN HILLS #2 .193 AC 102 INDIAN TRACE LN 75165	
OWNER: WALKER VICTORIA	

2021 OVERAGE AMOUNT ✓ \$4,583.25

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Corelogic Tax Services ✓			
	Address: 3001 Hackberry Rd			
	City, State, Zip: Irving, TX 75063			
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Daytime Phone No.: 800-225-4707		E-Mail Address: pflowers@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic Tax Services		12/27/2021	\$4,583.25
	TOTAL AMOUNT PAID (sum of the above amounts)			\$4,583.25
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		SIGNATURE OF REQUESTOR (REQUIRED)		
		DATE		
		Pam Flowers		
		01/30/2023		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

CORE20210001	12/31/2021	48851262	963138952	CH	\$1,767,846.46	54,583.25	LG	174489	25442644-CORELOGIC
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RICHARD ROZIER
Ellis County Tax Assessor - Collector
 P. O. DRAWER 188
 WAXAHACHIE, TEXAS 75168-0188

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

Print Date: 01/05/2023
 Deposit No.:

BELLAMY SIDNEY E
3424 WINGED FOOT CT
DALLAS , TX 75229-2636

Account Number 183184	
Legal Description of the Property 330 E C SCHOOL LAND 0.37 ACRES 513 SW STATE HIGHWAY 34 76651	
OWNER: BELLAMY SIDNEY E	

2022 OVERAGE AMOUNT \$11,984.00

70. ELLIS COUNTY, 170: LTRD, 207: ITALY ISD, 345: CITY OF ITALY, 501: EC ESD #3 ITA

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:	Sidney E. Bellamy		
	Address:	3424 Winged Foot Ct.		
	City, State, Zip:	Dallas, TX 75229-2636		
	Daytime Phone No.:	E-Mail Address:		
Step 2. Provide payment information. Please attach copies of cancelled checks or receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	Sidney E. Bellamy	898	12/29/22	12638.25
	3424 Winged Foot Ct.	905	12/31/22	12638.25
	Dallas, TX 75229-2636	TOTAL AMOUNT PAID (sum of the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
		1-10-23		
TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____				

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

230104TB244	12/31/2022	52057842	0905	CH	\$12,638.25	\$11,984.00	LG	183184	BELLAMY SIDNEY E
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COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 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: 02/15/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Louis Ponder

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Justice of the Peace Pct 4

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 02/07/2023

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

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

DECREASE 001-0540-508010 Supplies by \$1,300.00

INCREASE 001-0540-508030 Furniture/Fixtures by \$1,300.00

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR _____

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

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-508010	supplies	\$ 1,300.00
	TOTAL:	\$ 1,300.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0540-508030	furniture and fixtures	\$ 1,300.00
	TOTAL:	\$ 1,300.00


02/14/2023
ECJP4

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: Stari A. Parr



**Department of Development Agenda Items
Ellis County Commissioners' Court -
Tuesday, February 21, 2023
2:00 PM**

CONSENT ITEM

Approve the Department of Development's (DoD) monthly financial report for January 2023, as required by Chapter 114.044 of the Texas Local Government Code.

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration & action on a plat of D. Smith Acres. The property contains ± 1.50 acres in the Jackson Blevins Survey, Abstract No. 87, located on the east side of Oak Grove Road ± 1,235 feet north of the Ellis/Navarro County line, Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.2

Discussion, consideration & action on a plat Langer – FM 1181 Addition. The property contains ± 3.166 acres in the A. De La Garza Survey, Abstract No. 2, located on the west side of FM 1181 ± 1,810 feet west of the intersection of FM 1181 and Old Telico Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.3

Discussion, consideration & action on a plat of Langer – Old Telico Road Addition. The property contains ± 2.196 acres in the A. De La Garza Survey, Abstract No. 2, located on the north side of Old Telico Road ± 360 feet west of the intersection of Old Telico Road and Log Cabin Road, Ennis, Road and Bridge Precinct No. 2.

Agenda Item No. 1.4

Discussion, consideration & action on a plat of Highland Crossing. The property contains ± 4.933 acres in the F.E. King Survey, Abstract No. 795, located on the east side of FM 664 ± 575 feet north of the intersection of FM 664 and Armstrong Way, in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road and Bridge Precinct No. 4.

Agenda Item No. 1.5

Discussion, consideration & action on a plat of The Kovacs Addition. The property contains ± 1.1493 acres in the J. Berry Survey, Abstract No. 86, located on the east side of Bryson Lane ± 315 feet north of the intersection of Bryson Lane and Springer Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

Agenda Item No. 1.6

Discussion, consideration & action on a plat of Villareal Estates. The property contains ± 1.7 acres in the Carter H. Hurst Survey, Abstract No. 456, located on the south side of Patrick Road ± 1,600 feet east of the intersection of Patrick Road and O'Brien Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



CONSENT AGENDA ITEM
DoD Monthly Financial Report

CASE TYPE:

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

AUTHORED & PREPARED BY:

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

STAFF RECOMMENDATION:

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

AGENDA CAPTION:

Approve the Department of Development's (DoD) monthly financial report for January 2023, as required by Chapter 114.044 of the Texas Local Government Code.

EXECUTIVE SUMMARY:

The County Auditor requested all departments receiving monies to submit a monthly financial report for approval to the Commissioners' Court as required in Texas Local Government Code, Chapter 114.044. This report satisfies this requirement. Below is an approximate summary of revenues & expenditures for January 2023.

REVENUE ACCT NO.	ACCT. NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 550.00
001-0060-400580	PWA (Permits)	\$ 16,875.00
001-0060-400720	Plats (Subdivisions)	\$ 3,059.50
001-0060-400940	Septic Fees	\$ 26,925.00
001-0060-406080	Misc. Fees	\$ 0.00
001-0375-406080	Engineering Plan Review	\$ 0.00
001-0921-406260	Recording Fees	\$ 826.00
REVENUES		\$ 48,235.00

REVENUE ACCT NO.	ACCT. NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 257.22
001-0060-507030	Telephone	\$ 44.31
001-0060-508010	Supplies	\$ 334.75
001-0060-508020	Equipment	\$ 0.00
001-0060-508050	Conference	\$ 1,804.94
001-0060-508060	Dues	\$ 0.00
001-0060-508080	Auto Gas	\$ 774.55
001-0060-508090	Auto Repairs	\$ 133.36
001-0060-508100	Auto Tires	\$ 15.00
001-0060-508190	Computer	\$ 0.00
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 366.60
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
EXPENDITURES		\$ 4,689.06

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



AGENDA ITEM NO. 1.1
D. Smith Acres, Pct. No. 2

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 180293

APPLICANT(s):

Donna Smith

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

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

AGENDA CAPTION:

Discussion, consideration & action on a plat of D. Smith Acres. The property contains ± 1.50 acres in the Jackson Blevins Survey, Abstract No. 87, located on the east side of Oak Grove Road ± 1,235 feet north of the Ellis/Navarro County line, Ennis, Road and Bridge Precinct No. 2.

EXECUTIVE SUMMARY:

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

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Oak Grove Road	± 30 ft. from the centerline	± 21.26 ft. (total 30 ft. from the centerline)
Source:	Ellis County MTP	

WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rice Water Supply	4-inch	December 27, 2022

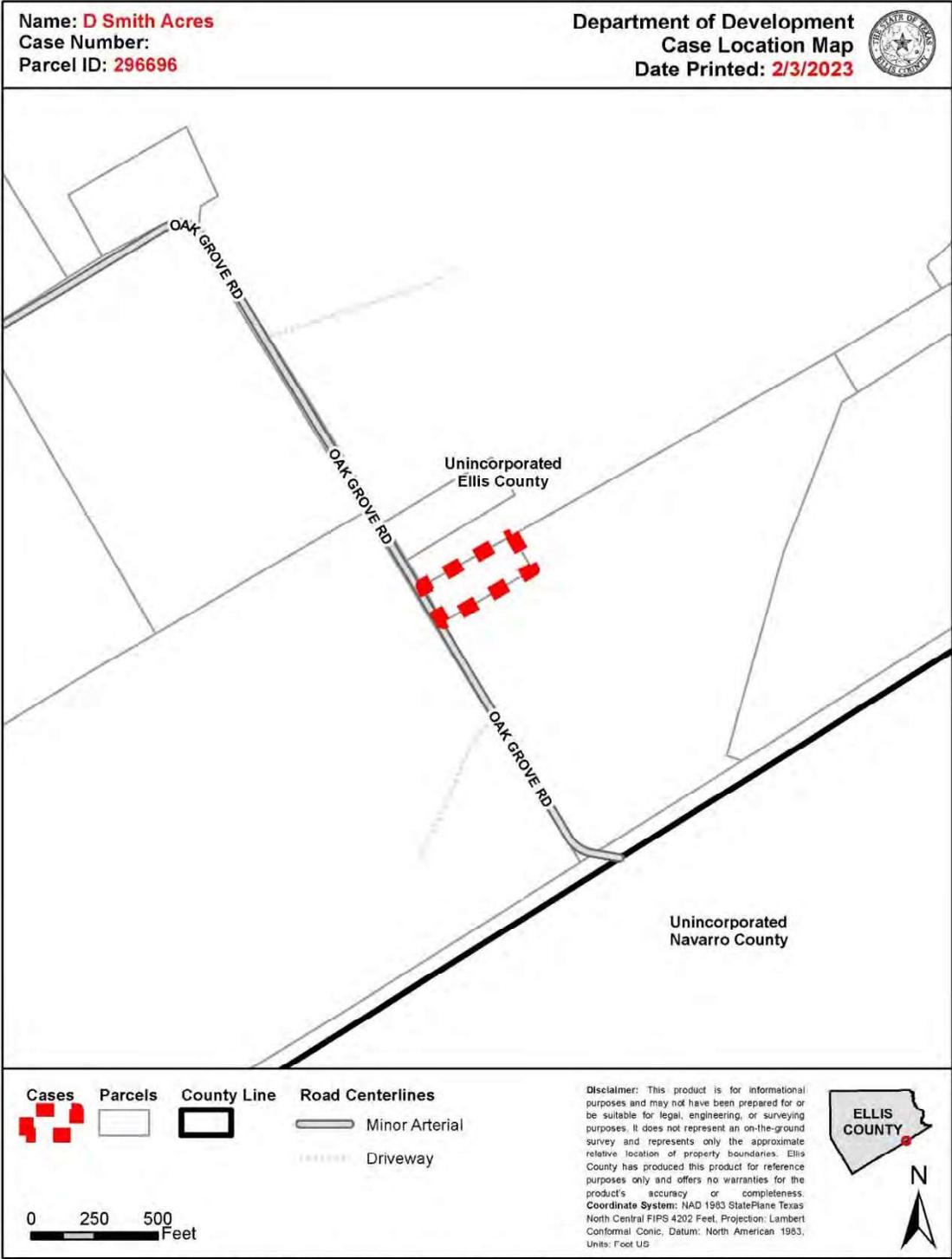
NOTIFICATION REQUIREMENT (if applicable)

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

FINAL ANALYSIS:

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

1. Prior to filing the plat, the overall acreage shown on the plat shall match the recorded deed.
2. Prior to filing the plat, the owner’s name shall be updated within the owner’s certificate and statement.



-96.560409 32.243385 Author: nick.magnis GIS@co.ellis.tx.us Date Printed: 2/3/2023 G:\GIS\Maps\Templates\Ellis County Layouts\11 DDD\DD Case Location.mxd

This Plot is filed in CABINET/VOLUME _____ PAGE# _____ DATE _____

SMITH TRACT
1.50 ACRES

FIELD NOTES
JACKSON BLEVINS SURVEY
ABSTRACT 87
ELLIS COUNTY

All that certain lot, tract, or parcel of land situated in the Jackson Blevins Survey Abstract 87, Ellis County, Texas, and being part of a called 75.36 acre tract described by deed recorded in Volume 782, Page 111 of the deed records of Ellis County, Texas, said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING at a point for the west corner of this tract and the west corner of the above mentioned 75.36 acre tract located in Oak Grove Road; **THENCE** South 40°00'00" East a distance of 11.6 Feet, a found iron nail;

THENCE with the line of directional control North 60°00'00" East a distance of 408.22 feet to a set 1/2" iron rod for the north corner of this tract;

THENCE South 30°29'14" East a distance of 165.08 feet to a set 1/2" iron rod for the west corner of this tract;

THENCE South 63°00'00" West a distance of 408.95 feet to a set 1/2" iron rod for the south corner of this tract located in said Oak Grove Road;

THENCE with said Oak Grove Road North 30°47'00" West a distance of 160.08 feet to the place of beginning and containing 1.50 acres of land.

MARY SKRYVANIK
1367/618

SHARON SMITH
CALL 75.36 AC.
782/111

1.50 AC.

1/2" SIR
30°29'14" E
165.08 FT.
1/2" SIR
63°00'00" W
408.95 FT.
30°47'00" W
160.08 FT.
408.22 FT.
N 60°00'00" E
408.22 FT.
P.O.B.
OAK GROVE ROAD
REF. 11.6' FND. ROD
REF. 1/2" SIR
REF. 1/2" SIR

Owners' Certificate
Now, therefore, known all men by these presents That Sharon Smith acting herein by and through its duly authorized officers, does hereby certify and accept this plat designated the herein above described property as lot 1 in Ellis County, and hereby dedicate to the public use forever, the streets and alleys shown thereon. Sharon Smith do(es) herein certify the following:

- The street and alleys are dedicated in fee simple for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easement and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown.
- Ellis County is not responsible for replacing any improvements, under, or over any easement caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities existing to use or using the same unless the easement limit its use to particular utilities, said use by public utilities being subordinate to the public's and Ellis County's use thereof.
- Ellis County and/or public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvement or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective easements.
- Ellis County and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, operating, maintaining, residue matters, and getting to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by Ellis County.

This plat is approved subject to all plotting ordinances, rules, regulations and resolutions of the Ellis County, Texas.

Witness, by my hand this _____ day of _____, 20____.

Authorized Property Owner's signature
Sharon Smith
1774 W. CR 0150
Ennis, TX 75118

Certificate of approval by the Commissioners' Court of Ellis County, Texas:
Approved the date, the _____ day of _____, 20____.

Todd Little, County Judge

Randy Stinson, Commissioner, Precinct No. 1
Paul Perry, Commissioner, Precinct No. 3
Attest
Krystal Valdez, County Clerk

Loyne Grayson, Commissioner, Precinct No. 2
Kylie Butler, Commissioner, Precinct No. 4

Note: This property lies in Zone "X" the areas of minimal flooding according to the Firm Number 48138005004, dated 06/27/2013.

Warning: If this property is not within Zone "A", the above flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. In rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create any liability on the part of the Land Surveyor.

Notary Statement
State of Texas
County of _____
Before Me, the undersigned authority, a Notary Public in and for the State of Texas, on this day appeared Sharon Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

Given under my hand and Seal of Office, this the _____ Day of _____, 20____.

Locator Map
OAK GROVE ROAD
SUBJECT PROPERTY
ELLIS COUNTY
WARRANT COUNTY
NOT TO SCALE

On-site Sewerage Facility Plan
The plat has been approved by the Department of Development of Ellis County, Texas for on-site sewage disposal facilities not in excess of the minimum requirements established by TCEQ and the Ellis County Saptor Order; pending any and all information as may be required by the Ellis County Department of Development.

Department of Development Director _____ Approval Date _____

State of Texas
County of Ellis
Before me, the undersigned Authority, a Notary Public in and for said County and State, on this day personally appeared Mark Ferrel, Surveyor, known to me to be the person whose name is subscribed to this Plat.

Given under my hand and seal of Office, this the 4 day of Jan, 2023

Mark Ferrel
Notary Public in and for the State of Texas
My Commission Expires: 3/1/2024

Scale: 1" = 60'
County: Ellis
Acreage: 1.50 Ac.
Survey: Jackson Blevins A-87
Description: Vol. 782, Pg. 111
Surveyed for: Sharon Smith
Drawn by: R.P. 001
On the ground Field Tact: S.C.

I, Mark Ferrel, Registered Professional Land Surveyor 4373 do hereby certify that the above survey plat and notes of even date represent the results of an on the ground survey made under my direction and supervision, this the 4th day of August, 2022.

Mark Ferrel
Registered Professional Land Surveyor
Number 4373

Legend
I.C.V. = Irrigation Control Valve
P.O.C. = Point of Commencement
P.O.B. = Point of Beginning
B.C.S. = Buried Cable Sign
U/G = Underground Electric
W/W = Water Meter
W/V = Water Valve
F.I.R. = Found Iron Rod
S.I.R. = Set Iron Rod
F.I.P. = Found Iron Pipe
T/I = Telephone
A/C = Air Conditioner
C/O = Cleanout
---/--- = Wood Fence
---O--- = Chainlink Fence
-X-X- = Barwire Fence
---@--- = Powerline

HEARN SURVEYING ASSOCIATES
Firm Number: 10019600
108 W. Iye St.
Ennis, TX 75021-2045
(803) 575-2658
800-432-7870

Use of statements in this Survey Report is limited to the parties to this contract. It is not to be used for any other party's benefit.

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



AGENDA ITEM NO. 1.2
Langer – FM 1181 Addition, Pct. No. 2

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 177446, 177445

APPLICANT(s):

Patricia Langer

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

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

AGENDA CAPTION:

Discussion, consideration & action on a plat Langer – FM 1181 Addition.

The property contains ± 3.166 acres in the A. De La Garza Survey, Abstract No. 2, located on the west side of FM 1181 ± 1,810 feet west of the intersection of FM 1181 and Old Telico Road, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 2.

EXECUTIVE SUMMARY:

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

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
FM 1181	None as it is not on Thoroughfare Plan	None; already 45 feet existing from the centerline
Source:	Ellis County MTP	

WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rice Water Supply	4-inch	January 19, 2023

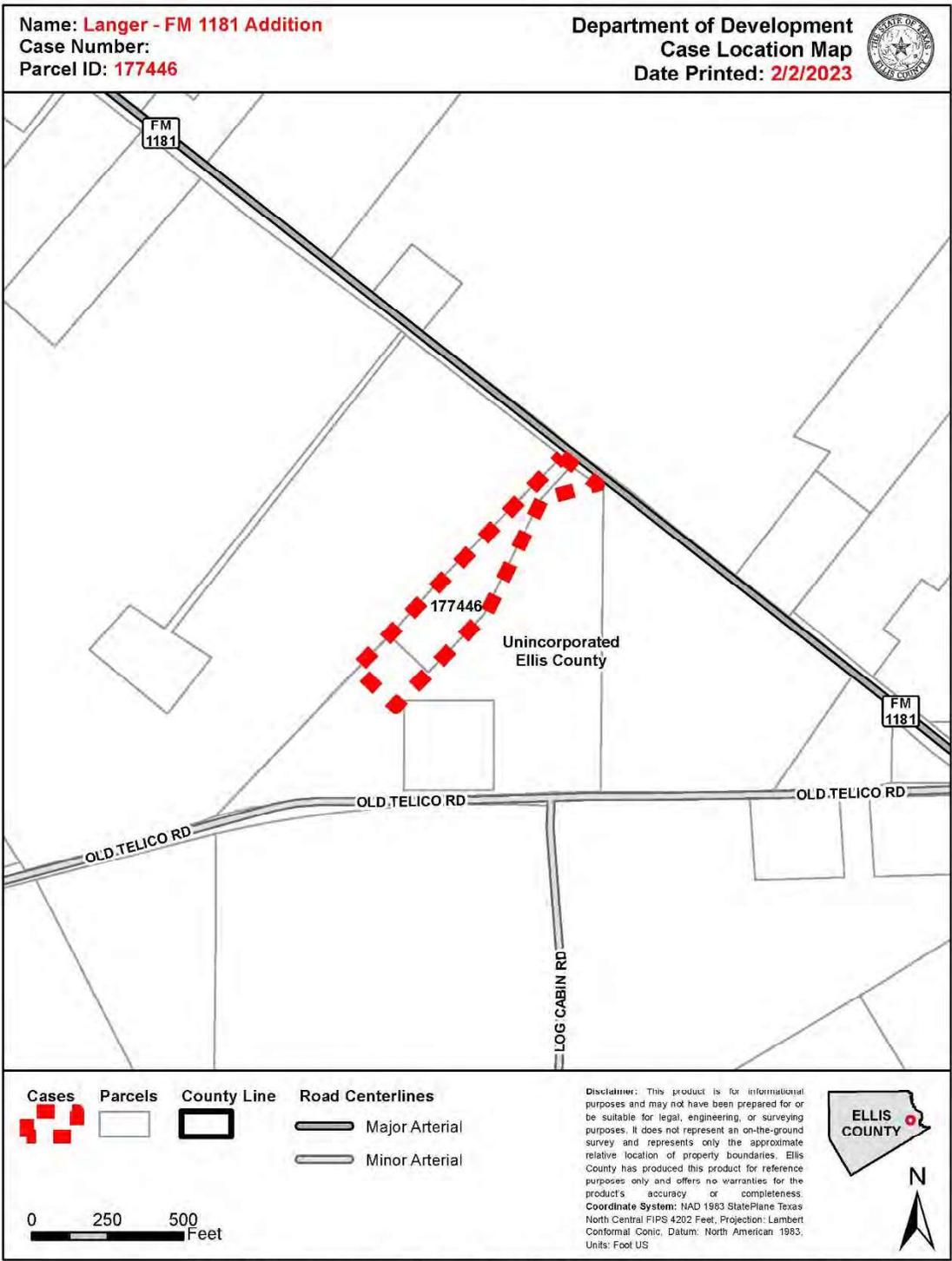
NOTIFICATION REQUIREMENT (if applicable)

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

FINAL ANALYSIS:

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

1. Prior to filing the plat, label the width of the existing right-of-way for FM 1181.
2. Prior to the filing of the plat, update the ownership information.



ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



AGENDA ITEM NO. 1.3
Langer – Old Telico Road Addition, Pct. No. 2

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 177437

APPLICANT(s):

Patricia Langer

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

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

AGENDA CAPTION:

Discussion, consideration & action on a plat of Langer – Old Telico Road Addition. The property contains ± 2.196 acres in the A. De La Garza Survey, Abstract No. 2, located on the north side of Old Telico Road ± 360 feet west of the intersection of Old Telico Road and Log Cabin Road, Ennis, Road and Bridge Precinct No. 2.

EXECUTIVE SUMMARY:

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

<u>THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:</u>		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Old Telico Road	30 ft. from the centerline	30 ft. (From the centerline)
Source:	Ellis County MTP	

<u>WATER SERVICE:</u>		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rice Water Supply	4-inch	January 19, 2023

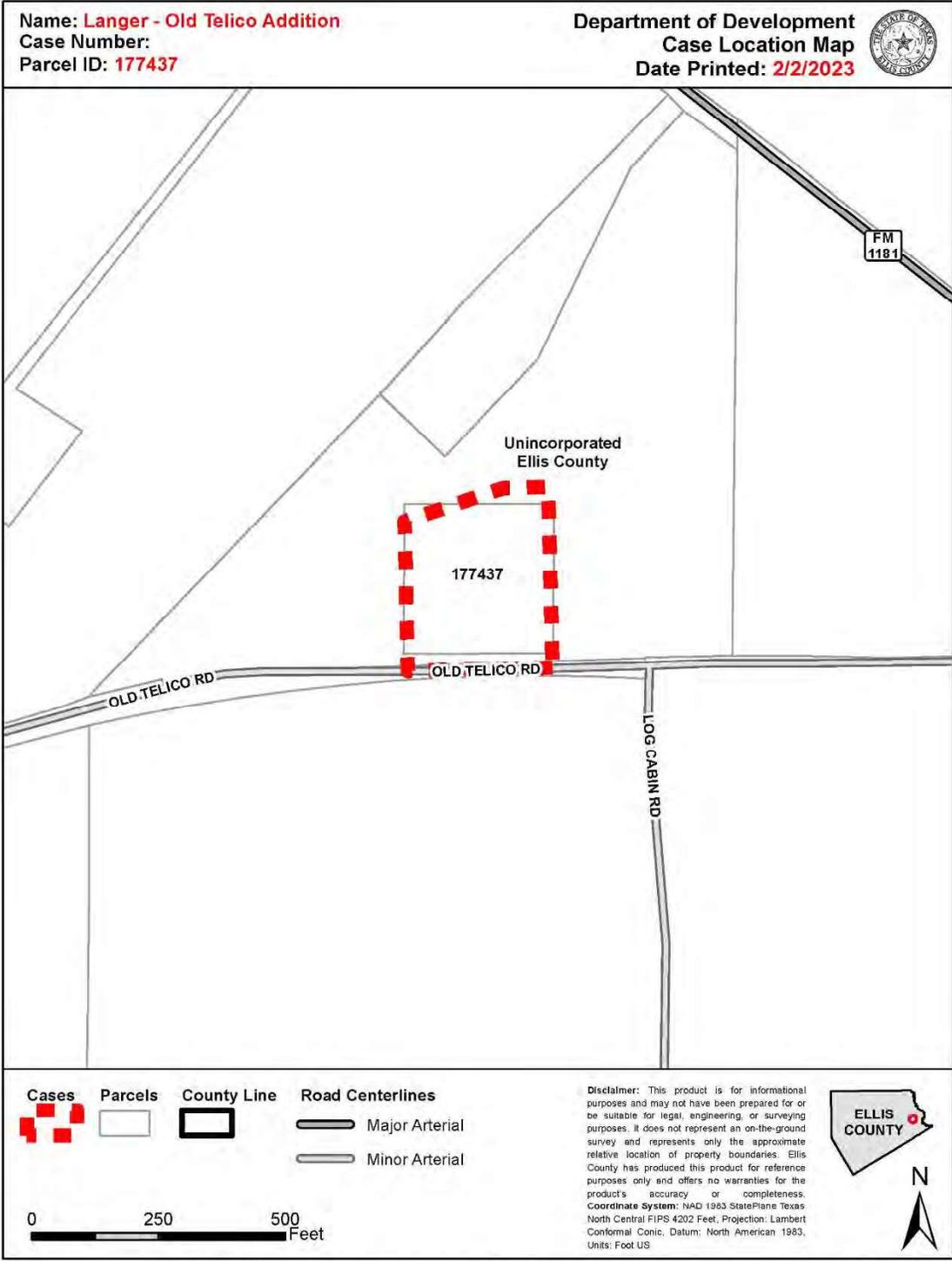
NOTIFICATION REQUIREMENT (if applicable)

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

FINAL ANALYSIS:

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

1. Prior to the filing of the plat, update the ownership information.



ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



AGENDA ITEM NO. 1.4
Highland Crossing, Pct. No. 4

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 186485

APPLICANT(s):

Mitch Breedon

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

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

AGENDA CAPTION:

Discussion, consideration & action on a plat of Highland Crossing. The property contains ± 4.933 acres in the F. E. King Survey, Abstract No. 795, located on the east side of FM 664, ± 575 feet north of the intersection of FM 664 and Armstrong Way, in the extraterritorial jurisdiction (ETJ) of the City of Ovilla, Road and Bridge Precinct No. 4.

EXECUTIVE SUMMARY:

- The applicant wishes to subdivide the property to create two (2) lots for residential use.

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
FM 664	50 ft. from the property line	50 ft. (From the property line)
Source:	Ellis County MTP	

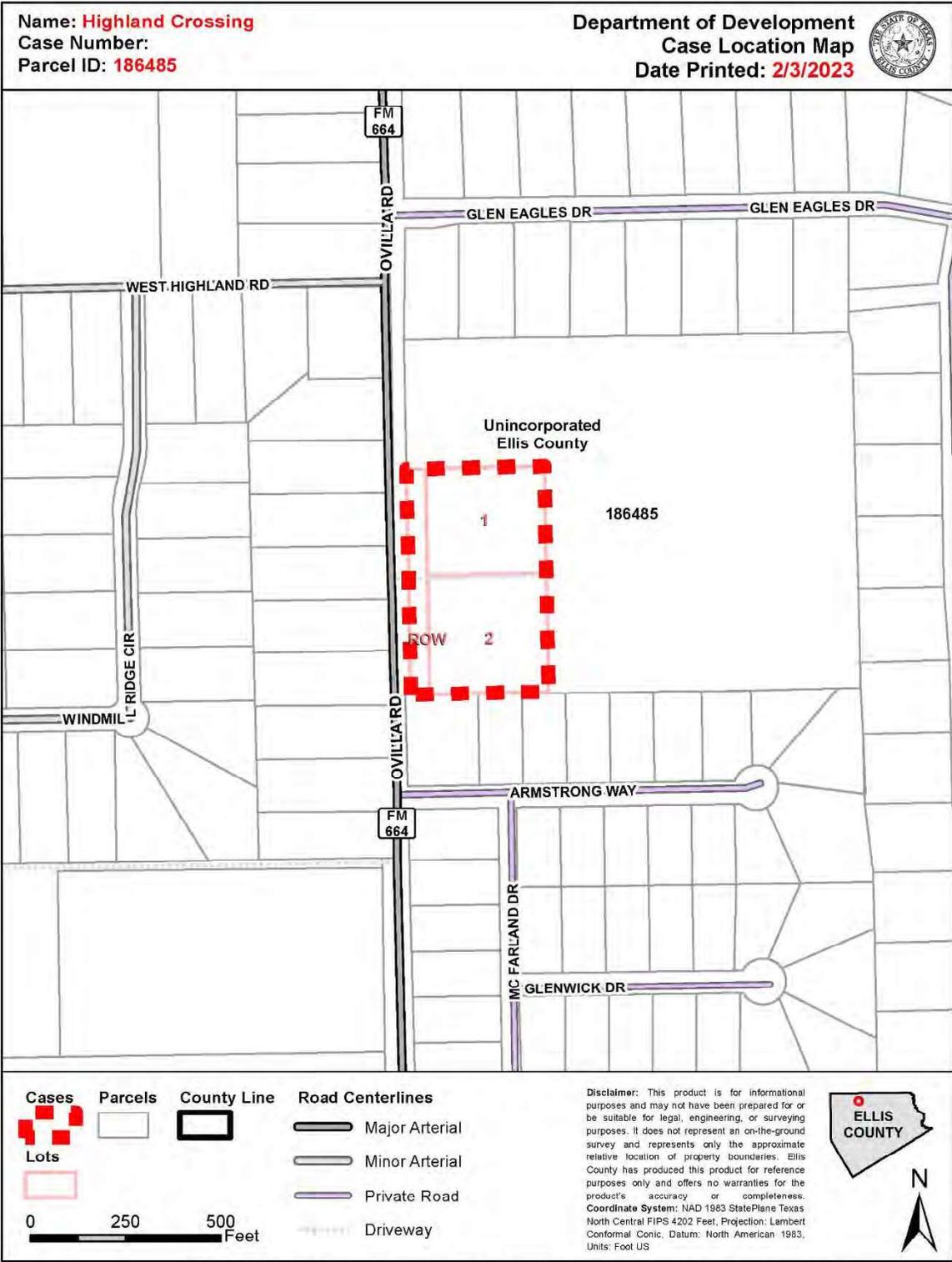
WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Sardis Lone Elm	8-inch	January 20, 2023

NOTIFICATION REQUIREMENT (if applicable)

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

FINAL ANALYSIS:

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



ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



AGENDA ITEM NO. 1.5
The Kovacs Addition, Pct. No. 4

CASE TYPE:

Amendment

Plat

Subdivision Bond

Variance

Other

IDENTIFYING LANDMARK:
Parcel ID No. 289765

APPLICANT(s):
Ashley Kovacs

ATTACHMENTS:
1) Location Map
2) Plat

AUTHORED BY:
Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:
Alberto Mares, AICP, DR, CPM
Director of Planning & Development

STAFF RECOMMENDATION:

Approve, as presented

Approve with conditions
(See Final Analysis header)

Continue/Table request

Deny request

AGENDA CAPTION:
Discussion, consideration & action on a plat of The Kovacs Addition.
The property contains ± 1.1493 acres in the J. Berry Survey, Abstract No. 86, located on the east side of Bryson Lane ± 315 feet north of the intersection of Bryson Lane and Springer Road, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

- EXECUTIVE SUMMARY:**
- The applicant wishes to subdivide the property to create one (1) lot for residential use.

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Bryson Lane	50 ft. from the centerline	between ± 25.38 and ± 32.29 ft. (measured from the property line)
Source:	Ellis County MTP	

WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Sardis Lone Elm WSC	12-inch	January 17, 2023

NOTIFICATION REQUIREMENT (if applicable)

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

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



2301004PLAT

GENERAL NOTES

- 1) A drainage / utility easement (DUE) is not required, as necessary, to show any existing / future easements or drainage easements to help with the flow of water at placement of easements.
- 2) Ellis County will not be responsible for the installation of drainage easements or detention basins.
- 3) All buildings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (GCS), Texas North Central Zone (TNCZ). All distances shown herein are surface distances.

The area shown appears to lie on Zone 7 established according to FEMA Community Panel No. 180706, Title and 49130C 0809 Effective Date: 06/05/2023

This information was obtained from FEMA prepared maps and should not be used as a primary study. Best: Please Surveyors. Do: establish no liability for flood damage to this property.

Address:
8750 Bryson
Midshire, Tx.

**STATE OF TEXAS
COUNTY OF ELLIS**

Certificate of approval by the Commissioners Court of Ellis County, Texas:

Approved this date, the _____ day of _____, 2023

County Judge, Todd Little

Paul Perry
Commissioner Precinct # 1

Paul Perry
Commissioner Precinct # 2

Erika Butler
Commissioner Precinct # 3

Erika Butler
Commissioner Precinct # 4

Attest:
Crystal Vidler
Ellis County Clerk

OFF-SITE SEWER FACILITY STATEMENT

This plat has been approved by the Department of Development of Ellis County, Texas for on-site sewage disposal facilities and assets or assets the minimum requirements established by TCEQ and the Ellis County Health Order, pending any and all information as may be required by the Ellis County Department of Development.

Department of Development Director _____ Approved Date _____

Surveyor: East Pike Surveying, Inc. 221 N. Bryson, Midshire, TX 76079, 802.808.1772

Developer: Ashley Kovacs, 2070 Bryson Lane, Midshire, TX 76060, 872.745.0612

Drawn by: S.G.S.
Field Work by: _____
Book/Page: _____

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2499
Beating Section: (1E 3C 2485)

LEGEND

—•—•—•—•—	Developed Property Line	—•—•—•—•—	Wood Privacy Fence
—•—•—•—•—	Barbed Wire Fence	—•—•—•—•—	Pipeless
—•—•—•—•—	Chain Link Fence	—•—•—•—•—	Telephone

**06/05/2023
Volume: 746
Page: 505**

GENERAL DESCRIPTION

All the certain tract here or part of same, a part of the J. Berry Survey A-86, Ellis County, Texas, and also being all of that certain tract 1.15 acre tract of land that is described in an instrument dated July 27, 2023 from Ashley Kovacs as Chapter 6 Survey that is recorded in 2301004 of the Public Records of Ellis County, Texas, and being more completely described as follows: to-wit:

NORTH AND SOUTH DESCRIPTION

Beginning at a 4 inch Iron Pipe found for corner of the N.W. 1/4 of said tract and the N.W. 1/4 of Section 24, T. 33 N., R. 10 E., 24th Range, 1st Meridian.

Thence North 89 Degrees 20 Minutes 00 Seconds West, along the E.B.L. of said Bryson Lane and the W.B.L. of said tract for a distance of 224.00 feet to a 2 inch Iron Pipe found for corner of the N.W. 1/4 of said tract.

Thence North 89 Degrees 20 Minutes 00 Seconds West, along the E.B.L. of said tract and the E.B.L. of said section line (N 79° 20' 00" E 113.50 feet) to a 2 inch Iron Pipe found and continue for a distance of 223.51 feet to a 2 inch Iron Pipe found for corner of the N.W. 1/4 of said tract.

Thence North 89 Degrees 20 Minutes 00 Seconds West, along the E.B.L. of said tract and along said tract (N 74° 30' 00" E) for a distance of 224.00 feet to a 2 inch Iron Pipe found for corner of the N.W. 1/4 of said tract.

Thence North 89 Degrees 20 Minutes 00 Seconds West, along the E.B.L. of said tract and the E.B.L. of said Bryson Springs Tract (N 89° 20' 00" E) for a distance of 223.51 feet to the place of beginning containing 1.1493 acres.

SEWER CERTIFICATE

WE, UNDERSIGNED, KNOW ALL MEN BY THESE PRESENTS THAT WE CHRISTOPHER KOVACS AND ASHLEY KOVACS do hereby certify and adopt this plat designating the herein shown described property as a lot 1 block 1 of the EDWARDS ADDITION 1 CALLED THE KOVACS IN THE 2 BERRY SURVEY A-86 Ellis County and do hereby dedicate to ELLIS AND COUNTY (same property descriptions as each subsection) of the said property records of this County, Texas, and do hereby dedicate to the public use forever, the streets and other shown hereon. CHRISTOPHER KOVACS AND ASHLEY KOVACS before heretofore hereby certify as follows:

1. The streets and other as delineated in the sample for street and other purposes.
2. All public improvements and dedications shall be free and clear of all debts, liens, and/or encumbrances.
3. The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. The buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, care or across the easements as shown.
5. Ellis County is not responsible for restoring any improvements in, under, or over any easements created by maintenance or repair.
6. Other easements may also be used for the method use and maintenance of all public utilities existing to use or using the same within the easement shown the use as particular utilities, and use by public utilities maintained by the public and Ellis County, and hereby.
7. Ellis County and/or public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way encroach or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. Ellis County and public utilities shall, at all times from the date hereof of this plat and agree to or draw their respective easements for the purpose of constructing, reconstructing, repairing, maintaining, sustaining, rearing meters, and adding to or restoring all or parts of their respective systems without the necessity of any law requiring easements from anyone.
9. All dedications in this document shall be by means of plat and approved by Ellis County, Texas. This plat is approved subject to all pending ordinances, rules, regulations and resolutions of the Ellis County, Texas.

WITNESSE BY MY HAND, THIS DAY OF _____, 2023

CHRISTOPHER KOVACS _____ ASHLEY KOVACS _____

Notary Public in and for the State of Texas _____

Notary Public in and for the State of Texas _____

Notary Public in and for the State of Texas _____

Notary Public in and for the State of Texas _____

ELLIS COUNTY COMMISSIONERS' COURT

Report from: Department of Development

Court Date: February 21, 2023



AGENDA ITEM NO. 1.6
Villareal Estate, Pct. No. 4

CASE TYPE:

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

IDENTIFYING LANDMARK:

Parcel ID No. 291734

APPLICANT(s):

Daniel Edward Villareal & Alba Marina Villareal

ATTACHMENTS:

- 1) Location Map
- 2) Plat

AUTHORED BY:

Sara Garcia
Planning Manager/Asst. Director

APPROVED BY:

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

STAFF RECOMMENDATION:

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

AGENDA CAPTION:

Discussion, consideration & action on a plat of Villareal Estates. The property contains ± 1.7 acres in the Carter H. Hurst Survey, Abstract No. 456, located on the south side of Patrick Road ± 1,600 feet east of the intersection of Patrick Road and O'Brien Road, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 4.

EXECUTIVE SUMMARY:

- The applicant wishes to subdivide the property to create one (1) lot for residential use.
- The City of Waxahachie approved this plat on September 27, 2022.

THOROUGHFARE PLAN & EXISTING* RIGHT OF WAY DEDICATION INFORMATION:		
NAME & WIDTH	DEDICATION REQUIRED	DEDICATION SHOWN
Patrick Road	30 ft. from the centerline	30 ft. (From the centerline)
Source:	Ellis County MTP	

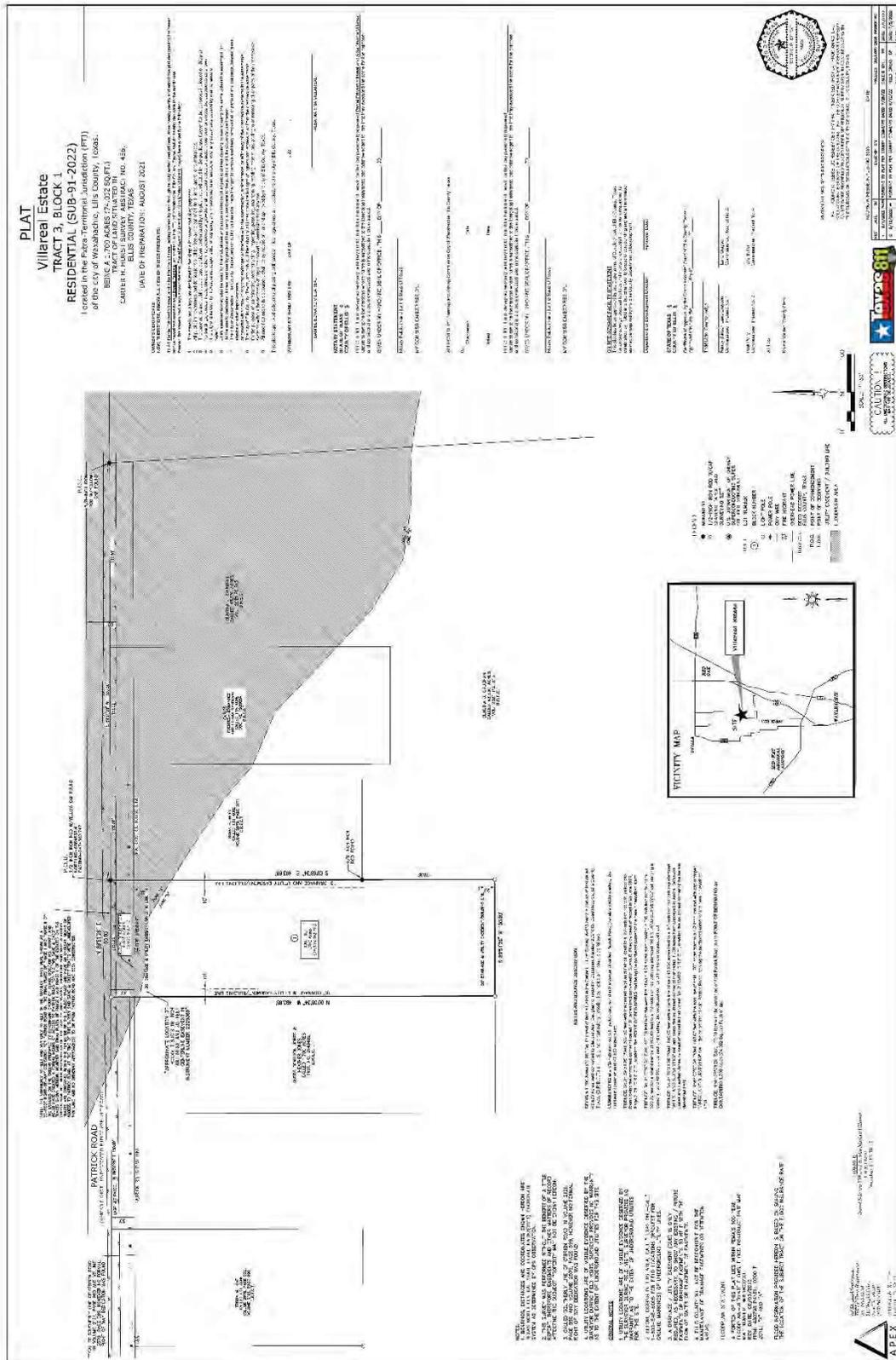
WATER SERVICE:		
PROVIDER	LINE SIZE	DATE AVAILABILITY CONFIRMED
Rockett SUD	16-inch	July 21, 2022

NOTIFICATION REQUIREMENT (if applicable)

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

FINAL ANALYSIS:

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



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.

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: February 15, 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: **February 21, 2022**

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

Granting an exemption under Section 262.024(4) a personal or professional service, Local Government Code, from the bidding requirements of Section 262.023, Local Government Code for the procurement of professional survey services from CP&Y, Inc.

*

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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***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: February 15, 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: **February 21, 2022**

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

Discussion, consideration, and approval to engage CP&Y, Inc. for surveying services for the County Farm in support of the Master Plan in an amount of \$82,678.00.

*

County Attorney Approval



October 7, 2022

Erik Test
Assistant Purchasing Agent
Ellis County
101 W. Main Street
Suite 102
Waxahachie, TX 75165
Tel: (972) 825-5116

Project: Land Title (Boundary) Survey and Topographic Survey of the Ellis County Farm located at 2272 F.M. 878, in Ellis County, Texas

Dear Erik,

CP&Y, Inc. would like to thank you for the opportunity to submit the following estimate for surveying services in connection with the above-mentioned project.

As we understand it, the requirements for the scope of service are to provide you with a Land Title (Boundary) Survey and Topographic Survey of this site. Our scope includes the following:

- 1) Land Title (Boundary) Survey – We will conduct a Boundary survey of the entire parcel and show any easements, building lines/setbacks which we are provided or have knowledge of.
- 2) Topographic Survey – We will establish Horizontal (NAD83) and Vertical (NAVD88) control for the site. We will provide elevations on a 50-foot grid for non-pasture, radio tower, and creek areas. We will extend the limits 50-foot past the property in areas we are able to. We will contact Texas 811 for utility locates and tie down all visible improvements and utilities. ***If SUE is not utilized. ***
- 3) Aerial Drone LiDAR/Photogrammetry - We will set panels for flight control. Fly the entire site utilizing drone LiDAR. Perform Ground Truthing of data, process said LiDAR data and produce a 3D mesh and Orthomosaic Photos to incorporate and/or combine with our topographic model to produce an overall 3D surface model to be used for design.

1820 Regal Row, Suite 200
Dallas, Texas 75235
TBPE # F-1741
TBPLS # 10194115
(p) 214.638.0500 • (f) 214.638.3723
www.cpyi.com



The lump sum fees for these services are as follows:

BOUNDARY SURVEY:

- Land Title (Boundary) Survey: RPLS (20 hrs.), Tech (40 hrs.), Field (30 hrs.) = **\$12,050.00**

TOPOGRAPHIC SURVEY:

- Supplemental Topo of Agricultural Areas: RPLS (10 hrs.), Tech (80 hrs.), Field (100 hrs.)
These hours include the following services:
Establishing Project Control – 3 Days
Topo of Obscured Areas – 4 Days
Topo of Creeks – 4 Days
Buildings and Flatworks – 2 Days
Total Field Hours – 190 = **\$25,450.00**

AERIAL DRONE LIDAR/PHOTOGRAMMETRY:

- Panel Control/Ground Truthing: Tech (10 hrs.), Field (20 hrs.) = **\$4,200.00**
- Flight/Processing: RPLS (5 hrs.), Tech (40 hrs.), Pilot (10 hrs.) = **\$6,975.00**

Total Lump Sum Fee: = \$48,675.00

*Abstracting Services (subcontracted out separately) – We will contact an outside Research Company to abstract the Subject tract. They will obtain ROW Deeds for the adjacent streets and obtain any easements which may affect the Subject Tract (carrying the Chain of Title back 50-100 years). *
Estimated Fee: \$1,500.00 - \$3,000.00

Our scope does NOT include the following:

- Coordinating with applicable Utility Companies. SUE proposal attached separately.
- Researching for any Utilities which may affect this area.
- Locating Trees of any caliper or size. Limits of treed areas.
- Preparing LOMR, CLOMR, LOMA or establishing Base Flood Elevations. We will show the approximate limits of the 100-Year Floodplain as scaled from FEMA Flood Insurance Rate Map.
- Topographic Survey excludes Soundings of Stock Ponds. Bathometric Survey can be provided separately on an hourly basis.

Any additional services will be charged on an hourly-type basis using our standard hourly rates.

Upon a formal Notice-to-Proceed, we will have the Land Title (Boundary) Survey and Topographic Survey completed within 4-6 weeks.

Certificate of Insurance is available upon request.

All field survey activity will be under the direct supervision of a Professional Land Surveyor licensed in the State of Texas and shall adhere to Minimum Standards of Practice, TEXAS ADMINISTRATIVE CODE Part 29, as approved by the Texas Board of Professional Land Surveying.

All surveying services are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741 (512-440-7723). Any complaints about surveying services should be sent to the above address to the attention of the Complaints Officer of the Board.

We appreciate the opportunity to be of service and look forward to assisting you in this matter. As usual, if there are any questions about this matter or any other, please feel free to contact us at 214-638-0500.

Respectfully submitted,

CP&Y, INC.



Stephen Dial, RPLS
Project Manager

ACCEPTED:

ERIK TEST

By: _____

Title: _____

Date: _____



October 5, 2022
P2200040

Erik Test
Assistant Purchasing Agent
101 W. Main Street, Suite 102
Waxahachie, Tx 75165
D) 972.825.5116
e.test@co.ellis.tx.us

Project: Subsurface Utility Engineering (SUE) Services at site located along FM-878 at 2272 Farm to Market Rd 878 in Waxahachie, Texas.

Dear Mr. Test,

CP&Y. Inc. (CP&Y) is pleased to submit our proposal for Subsurface Utility Engineering Services for the above referenced project to Ellis County (Client). This proposal was developed based on scoping information provided via email on 9/30/22 between Mr. Stephen Dial (CP&Y) and Mr. Adam Ramos (CP&Y).

Scope of Services

Using the information provided in the email, CP&Y has developed a general scope of work required for this project. The scope of work may be modified, with the Clients' concurrence, so long as there are mutual gains during the performance of the work, if warranted by actual field findings. All SUE services provided by CP&Y for this project will be completed in conformance with the ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities."

Based upon our understanding of the project's requirements the general description of the scope of work involves CP&Y researching specified existing utility records and **performing records research and Quality Level C&D drawings and in-field utility designating (Quality Level B)** with the objective of finding and mapping the horizontal location of the existing utilities located along FM-878 at 2272 FM-878, in Waxahachie, Texas. The limits of the utility designating investigation are within the proposed Right-of-Way limits within the clouded "Blue" area as shown on the Exhibit included as Attachment "A" to this proposal. To accomplish this scope of work CP&Y will perform the following tasks.

I. As part of the Records Research effort CP&Y will perform the following:

- Contact the applicable "one call" agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and Client.

1820 Regal Row, Suite 200
Dallas, Texas 75235
(p) 214.638.0500 • (f) 214.638.3723
www.cpyi.com



Ellis County Farm, Waxahachie, Tx – SUE Services

- Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
- Interview available utility owners for needed clarification including site visits, resolution of found discrepancies, and details not provided on the record drawings.

II. As part of the Designating Effort CP&Y will perform the following:

- Select and employ the appropriate suite of industry of standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. CP&Y will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding and/or probing. As agreed to with the Client, this scope of work includes mapping of all utilities within the work limits. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
- Interpret the surface geophysics and mark the indications of utilities with paint on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits as shown in Attachment "A".
- Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities.
- Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.
- We do not anticipate maintenance of traffic for temporary lane closures during this phase of the project.
- CP&Y's field crews and equipment are not equipped or prepared to work in any area that possibly are or may have been contaminated with hazardous materials at any time.

Deliverable(s)

CP&Y. INC. will provide the following as final Deliverables to the Client:

- Prepare a simple drawing showing the location of each test hole and a call box identifying the depth of the hole and/or any utility information that was located.

Ellis County Farm, Waxahachie, Tx – SUE Services

- One (1) electronic AutoCAD file depicting all designated and located utilities.
- CP&Y will prepare an 8.5" x 11" Test Hole Data Form for each test hole location. These forms will be signed and sealed by a professional Engineer and be delivered to the Client in electronic PDF form.
- CP&Y will provide a test hole summary sheet inclusive of all test holes performed and pertinent information, to include test hole number, target utility, utility found, type, size, ex. Ground, top of pipe and any notes regarding the utility.
- In addition to the hard copy plans, paint, and test hole markers will be placed on the ground marking utility locations at the site.

Client Shall Provide the Following

- The Client shall provide CP&Y access to the job site for our equipment and personnel including Right of Entry letters, permits or any other pertinent documentation, if needed. Any construction or clearing activities required for access to perform field services will be considered beyond the scope of this proposal.
- Client will provide an IPO, a copy of any construction and/or utility records, a CAD file and survey control within 500' of the site and specify if the coordinates are in grid or surface as well as scale factor if applicable. If no topographic file is provided, utility mapping will be overlaid on Google Earth image.
- Assuming all utility structures are accessible.
- Anticipated utilities that will be investigated are to be determined.

Schedule

It will take an estimated **eleven (11) working days** for the Quality Level "B" field services. However, the schedule may be modified due to unforeseen circumstances due to the following: inclement weather, waiting for information from client, subcontractor availability, etc. In the event the schedule needs to change, CP&Y will notify the Client and provide an updated schedule.

Basis for Compensation

CP&Y proposes to perform **Quality Level C/D** utilizing our standard rates for an estimated fee of **\$7,831.00**. Additionally, CP&Y proposes to perform **in-field utility designating (QL "B")** utilizing our standard rates for an estimated total fee of **\$26,172.00**. The total combined fee for all SUE services is **\$34,003.00**. CP&Y's estimate for this project can be seen in the attached Fee Schedules (Attachment "B"). All prices offered shall remain firm for sixty (60) calendar days from the date of this proposal.

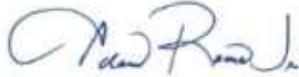
Ellis County Farm, Waxahachie, Tx – SUE Services

Limitation of Warranty & Standard of Care: CP&Y conducts utility investigations in accordance with ASCE/UESI/CI 38-22: Standard Guideline for Investigating and Documenting Existing Utilities. Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless visually exposed and surveyed, and then only at those specific exposed locations. CP&Y warrants only that the services provided under this proposal will meet the prevailing standard of care and does not guarantee that all utilities can or will be identified, detected or precisely mapped.

CP&Y looks forward to working with you on this very important project. We are confident that our services will be a great benefit to you and keep your project on schedule and on budget. If you agree to this proposal, please sign and date below and return to me by email. Your signature below will also serve as written acceptance of the proposal. If you have any questions or require additional information, please feel free to contact me at any time.

Sincerely,

Accepted on: **Month** _____ **Day** _____ **Year** _____



Company _____

Adam Ramos Jr.
Interim SUE Manager
aramos@cpyi.com
210.664.0759

Print Name _____

Ellis County Farm, Waxahachie, Tx – SUE Services

ATTACHMENT “A”



Ellis County Farm, Waxahachie, Tx – SUE Services

ATTACHMENT "B" - FEE SCHEDULE								
Ellis County Farm SUE Services - Ellis County, Texas (Lvl C&D ONLY)								
SUE Services								
CP&Y, Inc.								
10/4/2022								
SUE QUALITY LEVEL "C & D"	LABOR CLASS.	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	FIELD CREW MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
LABOR COSTS		\$215.00	\$150.00	\$126.00	\$126.00	\$126.00	\$84.00	
Records Research		0.0	0.0	0.0	8.0	0.0	0.0	8.0
Production/Review of QL"C, D" Plan Deliverables		4.0	8.0	0.0	4.0	24.0	0.0	40.0
Project Meetings / Safety Orientation		1.0	2.0	0.0	1.0	1.0	0.0	5.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	2.0	0.0	0.0	0.0	2.0	4.0
SUBTOTAL HOURS		5.0	12.0	0.0	13.0	25.0	2.0	57.0
SUBTOTAL DOLLARS		\$1,075.00	\$1,800.00	\$0.00	\$1,638.00	\$3,150.00	\$168.00	\$7,831.00
TOTAL ESTIMATED QUALITY LEVEL "C & D" FEE								\$7,831.00
TOTAL COMBINED ESTIMATED FEE								\$7,831.00

Ellis County Farm, Waxahachie, Tx – SUE Services

ATTACHMENT "B" - FEE SCHEDULE								
Ellis County Farm SUE Services - Ellis County, Texas (Lvl B ONLY)								
SUE Services								
CP&Y, Inc.								
10/4/2022								
SUE QUALITY LEVEL "B" LABOR COSTS	LABOR CLASS.	Sr. PROJECT MANAGER	SUE PROJECT MANAGER	FIELD CREW MANAGER	UTILITY TECH	CADD TECH	CLERICAL SUPPORT	TOTAL HOURS
		\$215.00	\$150.00	\$126.00	\$126.00	\$126.00	\$84.00	
Records Research		0.0	0.0	0.0	6.0	0.0	0.0	6.0
Production/Review of QL"B" Plan Deliverables		3.0	6.0	0.0	3.0	10.0	0.0	22.0
Project Meetings / Safety Orientation		1.0	2.0	3.0	1.0	1.0	0.0	8.0
Permit Coordination/Acquisition		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Contract Administration		0.0	2.0	0.0	0.0	0.0	2.0	4.0
SUBTOTAL HOURS		4.0	10.0	3.0	10.0	11.0	2.0	40.0
SUBTOTAL DOLLARS		\$860.00	\$1,500.00	\$378.00	\$1,260.00	\$1,386.00	\$168.00	\$5,552.00
SUBSURFACE UTILITY ENGINEERING COSTS		QTY	RATE	UNIT	UNIT			TOTAL
Designating (3-Man Crew & Equipment) - Quality Level B		72.0	\$ 235.00	per hr	per hr			\$16,920.00
Survey of QL"B"								
Surveying (2-Man Crew, GPS Equipment & Processing)		2.0	\$ 1,850.00	per day	per day			\$3,700.00
SUBTOTAL DOLLARS								\$20,620.00
TOTAL ESTIMATED QUALITY LEVEL "B" FEE								\$26,172.00
TOTAL COMBINED ESTIMATED FEE								\$26,172.00

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.

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: 2/12/2023 SUPPORTING DOCUMENT(S) ATTACHED? (/ N)

NAME: Richard Rozier

PHONE: 972-825-5101 FAX: 972-825-5151

DEPARTMENT OR ASSOCIATION: Sheriff and Tax Office

ADDRESS: 109 S Jackson St

PREFERRED DATE TO BE PLACED ON AGENDA: 2/21/2023

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

RESOLUTION TO ALLOW ONLINE SALE OF TAX FORCLOSURE PROPERTY

STATE OF TEXAS §

COUNTY OF ELLIS §

RESOLUTION TO ALLOW ONLINE AUCTIONS FOR TAX FORECLOSURE SALES,
TAX RESALES AND TO ADOPT RULES GOVERNING ONLINE AUCTIONS

WHEREAS, The Texas Property Tax Code (hereinafter “TPTC”) Section 34.01 (a-1) and 34.05 (d) allow the Commissioners Court of a County to authorize the online auction of tax foreclosure sales and tax resales and to adopt rules governing those online auctions and, such rules taking effect on the 90th day after the date the rules are published in the real property records of the County; and,

WHEREAS, it is in the public interest and in the interest of the officer conducting the sale to allow for the online auction of tax foreclosure sales and resales, and to adopt rules governing such online auctions to efficiently sell properties to persons or entities who will pay taxes, penalties, interest and costs associated with the property so that such monies will be paid and distributed to those legally entitled to receive it and to insure those amounts are paid in the future.; and,

THEREFORE, BE IT RESOLVED that the Commissioner’s Court of Ellis County, Texas does hereby authorize the online auction for tax foreclosure sales and resales and does hereby adopt the following *Rules Governing Online Auctions for Tax Foreclosure Sales and Tax Resales*;

RULES GOVERNING ONLINE AUCTIONS
FOR TAX FORECLOSURE SALES AND TAX RESALES

In accordance with Section 34.01 (a-1) and 34.05 (d) of the TPTC, the following rules are adopted by the Commissioners Court of Ellis County, Texas for the implementation of tax foreclosure sales and tax resales using online auctions for bidding and sale.

1. All online tax sales and resales shall comply with these rules and the rules and procedures outlined under Chapter 34 of the TPTC. The online auction service provider (OASP) shall be selected by the County designated officer charged with conducting tax foreclosure sales and tax resales.
2. Tax foreclosure and tax resale property may be sold at public auction using online bidding. Such properties may be sold as provided for by the OASP and in accordance with Chapter 34 of the TPTC.
3. The OASP is hereby authorized to administer the online sale on behalf of the officer charged with conducting the sale.
4. In accordance with section 34.01 (r-2) of the TPTC, a sale of real property conducted by means of a public auction using online bidding may begin at any time and must conclude by 4:00 p.m. on the first Tuesday of the month, or if the first Tuesday of the month occurs on January 1 or July 4, at 4:00 p.m. on the first Wednesday of the month. The officer charged

with conducting the sale shall have the authority to set the start and ending time of each sale to facilitate an orderly auction.

5. To be eligible to bid at a sale or resale a person must register as a bidder on the online bidding platform where the bidding and sale will take place and otherwise comply with the rules and guidelines established by the officer charged with conducting the sale and the OASP.
6. Prior to placing a bid in an online auction, a deposit is required in the form determined by the OASP in an amount equal to not less than 10% of the total bid amount for all properties for which the bidder intends to bid for that auction. A bidder will not be able to participate in an auction until funds have been verified and added to the bidder's available balance. The remaining balance of the winning bid must be received within 24 hours of the close of the online auction. Unused deposits can be refunded to the bidder or can remain in the bidder's escrow account for future auctions at the discretion of the bidder.
7. Failure to pay the balance of the winning bid or complete the purchase within 24 hours of the close of the online auction will result in a forfeited bid. If the bidder fails to complete the purchase by the deadline, the deposit will be applied pursuant to Section 34.02 of the TPTC or as otherwise permitted by law.
8. Online bidders may place bids of any amount higher than the minimum opening bid or the current high bid in increments of \$100.00 or as otherwise indicated for each property in the online bidding platform.
9. The minimum bid of a property to be sold under these rules shall include an additional online auction fee of \$300.00 for costs and fees associated with the online auction, such amount to be assessed as an expense of foreclosure sale to be paid by the winning bidder. The \$300 online fee shall also apply to tax foreclosed properties that have previously been struck off and that may be offered for resale.
10. Each successful bidder must provide payment in full for the amount of the successful bid price through the online auction website, or as directed by the officer conducting the sale, using over the counter, wire transfer or ACH payment within 24 hours of the close of the online sale.
11. Any property that is not paid in full by the successful bidder in the time allowed by these rules may be auctioned again at a later date.
12. All purchasers will receive an ordinary type of Sheriff's Deed or Tax Resale Deed that is without warranty, express or implied. All properties sold in a tax foreclosure sale or resale are sold "AS IS, WHERE IS WITHOUT WARRANT" to the highest bidder on a 'BUYER BEWARE' basis. There are no representations made about the condition of the property, the merchantability of title, or the existence of any claims against, or interest in, the subject property.
13. All property purchased at an online sale may be subject to a statutory right of redemption as set out in the TPTC.

14. The officer conducting the sale may remove properties from the online auction at any time.

15. All completed sales are final.

THIS RESOLUTION WAS DULY ADOPTED BY A VOTE OF THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS on this the ___ day of _____, 20__.

County Judge

Commissioner Pct. 1

Commissioner Pct. 2

Commissioner Pct. 3

Commissioner Pct. 4

ATTEST: _____
County Clerk

Dear Judge, Little:

I am requesting the following item be placed on the agenda for consideration by the Ellis County Commissioner's Court at its next the meeting on February 21, 2023:

CONSIDER AND APPROVE A RESOLUTION TO ALLOW ONLINE AUCTIONS FOR TAX FORECLOSURE SALES, TAX RESALES AND TO ADOPT RULES GOVERING ONLINE AUCTIONS.

Please find attached for review and inclusion in the Court's informational packet a proposed resolution for the court's consideration.

I have discussed this matter with Richard Rozier, the Ellis County Tax Assessor Collector (TAC) and County Sheriff Brad Norman, and his staff, and all are in agreement the County should proceed with online auctions for tax foreclosure sales and tax resales. By doing so, the public will gain greater access to the tax sale process, it will create more opportunity for competitive bidding, provide better tax sale revenue management and resolve any potential crowd control issues.

Also, I have discussed this matter with you and each county commissioner, individually, and I believe there is a consensus to move forward with online auctions.

Thank you for your attention to this matter. Please let me know if you have any questions or concerns.

Sincerely,

Kevin Chester

Kevin Chester

Of Counsel

Linebarger Goggan Blair & Sampson, LLP

Attorneys at Law

216 West Franklin Street

Waxahachie, TX 75165

Kevin.Chester@lgbs.com

Main: (972) 923-5154

Fax: (972) 937-2878

<http://www.lgbs.com/>

CONFIDENTIALITY STATEMENT

This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: February 15, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Richard Rozier

PHONE: 972-825-5150 FAX: _____

DEPARTMENT OR ASSOCIATION: Tax Office

ADDRESS: 109 S. Jackson

PREFERRED DATE TO BE PLACED ON AGENDA: February 21, 2023

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

Discussion, consideration and approval to purchase queuing system NEMO-Q in the amount of \$43,470.00

* _____
County Attorney Approval

QUOTATION FROM NEMO-Q

1/26/23

Quote #: IN-yymmddxxxx

By: Michael Bruner Phone: 972-347-1766

Customer: Ellis County Tax

Contact Name: Richard Rozier

Address: 4 locations

Phone: 9728255150

Email: richard.rozier@co.ellis.tx.us



<u>QTY.</u>	<u>PART NO</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
HARDWARE				
5	11041-ADA	Black Touchscreen Kiosk w/ NP Printer ADA	\$4,200	\$21,000
4	12802	Amplifier	\$450	\$1,800
4	12804	Indoor Speaker/ceiling	\$90	\$360
1	91000	Installation Hardware(extra cost on ceiling mount)	\$100	\$100
DISPLAYS				
SOFTWARE				
1	15602	SMS One Time Setup Fee Per Branch	\$500	\$500
12	13208	SMS Monthly License- 10000 SMS per Month	\$180	\$2,160
1	15201	GALA C Centralized Server Software	\$3,000	\$3,000
4	15203	GALA C Branch Software W/10 WS	\$1,500	\$6,000
1	15504	GALA Touchscreen License Standard	\$500	\$500
1	15501	GALA TV License Standard	\$500	\$500
1	15601	Annual Server Hosting Fee	\$2,200	\$2,200
EQUIPMENT TOTAL:				\$38,120
SERVICES				
4	99000	Installation Labor, Travel & Training	\$1,200	\$4,800
PAPER				
5	74031	Kiosk Printer Case of 8 Rolls Shipping Charge	\$110	\$550
<u>GRAND TOTAL</u>				<u>\$43,470</u>

ANNUAL COSTS

SMS Overage \$.015 per SMS	
Annual maintenance agreement. After the 1-year Warranty	\$5,718
Annual SMS Package	\$2,160
Annual Appointment Software	\$0
Annual Server Hosting Fee	\$2,200

NQ Touchscreens limited to 30 screens

NEMO-Q reserves the right to alter SMS package to a higher tier

Customer is responsible for any taxes or local user fees

Quote is valid for 90 days

NEMO-Q, Inc.

PO Box 6090

McKinney, TX 75071

Phone: 972-347-1766

Fed ID: 14-1906060

DUNS: 19-274-2901



**ELLIS COUNTY
PURCHASING DEPARTMENT**

**PURCHASE ORDER
PAGE NO. 1**

PHONE: (972) 825-5115
FAX: (972) 825-5119

No. 23-001004

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES, SHIPPING
PAPERS AND CORRESPONDENCE

DATE OF ORDER: 02/14/2023

VENDOR NO: 9539

SHIP TO: MAILROOM

VENDOR: NEMO-Q, INC.
PO BOX 6090
MCKINNEY TX 75071

109 S. JACKSON ST
WAXAHACHIE, TX 75165

CONTRACT #:

REQUIRED DATE	SHIP VIA	F.O.B.	TERMS	BUYER	
02/14/2023	BESTWAY	SHIPPING	NET30	EJ HARBIN	
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	1.00	EA	BLANKET PO - TAX OFFICE NEMOQ EQUIPMENT DELIVERY ADDRESS: TAX OFFICE 109 S JACKSON ST WAXAHACHIE, TX 75165 972-825-5282 001-0370-508020	\$0.00	\$0.00
TOTAL					\$ 0.00

TAX EXEMPTION NO. 75-6000935

NOTE: SEE PURCHASE ORDER TERMS - LAST PAGE

SUBMIT ALL CLAIMS FOR PAYMENTS BY
EMAIL: accounts.payable@co.ellis.tx.us
OR
US MAIL: Ellis County
Accounts Payable Department
109 S. Jackson St.
Waxahachie, TX 75165
FAX: (972) 825-5124

By:

PURCHASING AGENT

STANDARD PURCHASING TERMS AND CONDITIONS set forth in the Ellis County official website, solicitation or quotation, are incorporated herein by reference and become a part of this order.

PURCHASE ORDER NUMBER MUST APPEAR ON YOUR INVOICE

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: February 14, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Richard Rozier

PHONE: 972-825-5150 FAX: _____

DEPARTMENT OR ASSOCIATION: Tax Office

ADDRESS: 109 S. Jackson

PREFERRED DATE TO BE PLACED ON AGENDA: February 21, 2023-consent agenda

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

Execute inter-local agreements with Ellis County Taxing Units listed below:

CITIES: Alma, Ennis, Garrett, Italy, Maypearl, Midlothian, Oak Leaf, Ovilla, Palmer, Pecan Hill, Red Oak, Waxahachie

ISDS: Ferris, Italy, Midlothian, Milford, Palmer, Red Oak

ESDS: Maypearl #1, Midlothian #2, Italy #3, Red Oak #4, Waxahachie #5, Avalon #8

PIDS: Waxahachie SF1, Waxahachie SF2, Waxahachie SF3, North Grove, Midlothian Redden #3MIA, Midlothian Redden #1&2, Red Oak #1, MMD #2

* _____
County Attorney Approval



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND City of Alma

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Alma ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.

- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection

system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/23
Date

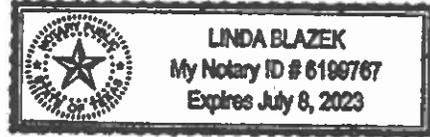
Ellis County, Texas

Taxing Unit

[Handwritten Signature]
- GINGER Gonzales - Mayor

ATTEST:

Linda Blazek - City Administrator



APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND City of Ennis

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Ennis ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

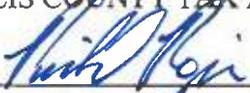
This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

City of Ennis
Taxing Unit

ATTEST:

Matthew Wilson

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND Garrett

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Garrett ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

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III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

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V. DEPOSIT OF FUNDS

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VII. AUDIT CONTROLS

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In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

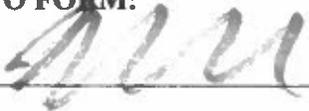
City of Garrett
Taxing Unit



ATTEST:



APPROVED AS TO FORM:



PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND City of Italy

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Italy ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____

Richard Rozier, Tax Assessor/Collector

2/14/2023

Date

Ellis County, Texas

Bryant Cochran
Taxing Unit

ATTEST:

Amber Cunningham

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

PROPERTY TAX ASSESSMENT & COLLECTION SVCS BETWEEN ELLIS COUNTY & City of Italy

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND City of Maypearl

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Maypearl ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in

utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____

Richard Rozier, Tax Assessor/Collector

2/17/2023

Date

Ellis County, Texas

Jay L Landry
Taxing Unit
Mayor, City of Maypearl

ATTEST:

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND THE CITY OF MIDLOTHIAN, TEXAS

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Midlothian ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

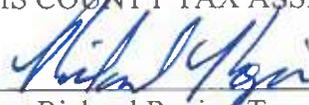
This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

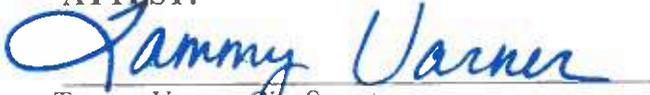
By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

City of Midlothian, Ellis County, Texas

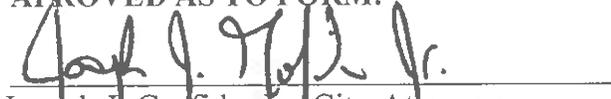

Chris Dick, City Manager

ATTEST:


Tammy Varner, City Secretary



APPROVED AS TO FORM:


Joseph J. Gorfida, Jr., City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND CITY OF OAK LEAF

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Oak Leaf ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad- valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified

Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein.

The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or

registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and insure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: *Richard Rozier*
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

2/14/2023
Date

By: *Thomas Leverentz*
Tom Leverentz
City of Oak Leaf

ATTEST:

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND The City of Orilla, Texas

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Orilla, Texas ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

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be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

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X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

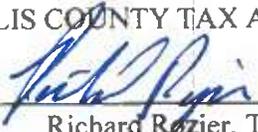
Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



Richard Rozier, Tax Assessor/Collector

2/14/2023

Date

Ellis County, Texas

[Handwritten Signature]

Taxing Unit

ATTEST:

[Handwritten Signature]



APPROVED AS TO FORM:

[Handwritten Signature]

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND CITY OF PALMER

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Palmer ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

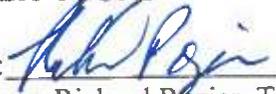
This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

W. Mon, City Administrator
Taxing Unit

ATTEST:

Budle

APPROVED AS TO FORM:

Nicole A. Carr

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND CITY OF PECAN HILL

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the CITY OF PECAN HILL ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated

herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC

retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments

by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar

subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____

Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

City of Pecan Hill

Taxing Unit

ATTEST:



APPROVED AS TO FORM:

X 

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND THE CITY OF RED OAK, TEXAS

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the ___ City of Red Oak _____ (“Taxing Unit”) and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter “ECTAC”) shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit’s taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit’s behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.

- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year

paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: Richard Rozier
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

2/14/2023
Date

Todd Fuller
Todd Fuller, City Manager
City of Red Oak, Texas, Taxing Unit

ATTEST:
Caryn Stevens
Caryn Stevens, City Secretary



APPROVED AS TO FORM:
Robert E. Hager
Robert E. Hager, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT
on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS
Todd Little
Todd Little, County Judge

ATTEST:
Krystal Valdez
Krystal Valdez, County Clerk

APPROVED AS TO FORM:
Assistant District Attorney
Assistant District Attorney

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

Date



Todd Fuller, City Manager
City of Red Oak, Texas, Taxing Unit

ATTEST:



Caryn Stevens, City Secretary



APPROVED AS TO FORM:



Robert E. Hager, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND THE CITY OF WAXAHACHIE

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the City of Waxahachie ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

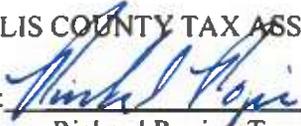
Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:


Richard Rozier, Tax Assessor/Collector


Date

Ellis County, Texas

CITY OF WAXAHACHIE

David Hill
David Hill, Mayor

City of Waxahachie
Taxing Unit

ATTEST:

Amber Villarreal
Amber Villarreal, City Secretary



APPROVED AS TO FORM:

Robert F. Brown
City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND ELLIS COUNTY EMERGENCY SERVICES DISTRICT No. 1

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Ellis County Emergency Services District No.1(ECESD1) (“Taxing Unit”) and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter “ECTAC”) shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit’s taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit’s behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax

Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of

delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and

agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

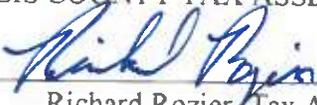
This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

Ellis County ESD No.1

Taxing Unit

ATTEST:



Jim Morrison President

APPROVED AS TO FORM:



Jim Morrison President

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the 12th day of September, 20 22

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS, AND ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and Ellis County Emergency Services District No. 2 ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC

retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed

by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

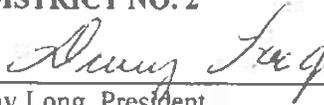
ELLIS COUNTY TAX ASSESSOR OFFICE

By:


Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2



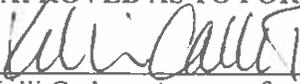
Danny Long, President

ATTEST:



Ronnie Russell, Secretary

APPROVED AS TO FORM:



Kelli Carlton, Attorney for District

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND ESD #3

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the ESD #3 ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



Richard Rozier, Tax Assessor/Collector

2/14/2023

Date

Ellis County, Texas

ESD #3
Taxing Unit

ATTEST:

Albert L. Jr.

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS, AND ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and Ellis County Emergency Services District No. 4 ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC

retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed

by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4


Robert McMillian, President

ATTEST:


Alan Hanes, Secretary

APPROVED AS TO FORM:


Kelli Carlton, Attorney for District

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS, AND ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and Ellis County Emergency Services District No. 6 ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC

retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed

by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

ELLIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6



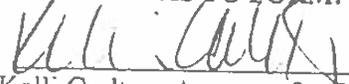
Chuck McCormack, President

ATTEST:



Rick Beer, Secretary

APPROVED AS TO FORM:



Kelli Carlton, Attorney for District

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND _____

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Ellis County ESD 8 ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement.

Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on

delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:  Richard Rozier, Tax Assessor/Collector

Date 2/14/2023

PROPERTY TAX ASSESSMENT & COLLECTION SVCS BETWEEN ELLIS COUNTY & EC ESD 8

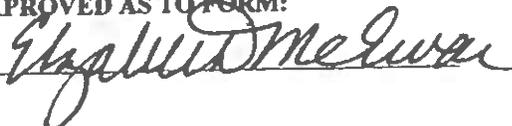
Ellis County, Texas

Taxing Unit

ATTEST:



APPROVED AS TO FORM:



PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney



PROPERTY TAX ASSESSMENT & COLLECTION SVCS BETWEEN ELLIS COUNTY & _____

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: **\$1.25**

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



PROPERTY TAX ASSESSMENT & COLLECTION SVCS BETWEEN ELLIS COUNTY & ESD #8



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND FERRIS ISD

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Ferris ISD ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.

- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection

system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



Richard Rozier, Tax Assessor/Collector

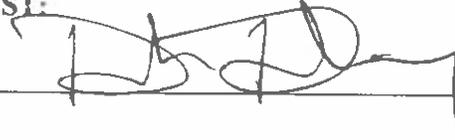
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Date

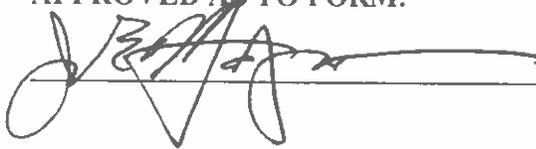
Ellis County, Texas

Ferris ISD

ATTEST:



APPROVED AS TO FORM:



PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20____.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND Italy Independent School District

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Italy Ind. School District ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in

utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: Richard Rozier

Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

[Signature]
Taxing Unit

*Italy ISD Board of
Trustees President*

ATTEST:

Rachel Kistner; Superintendent

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND Midlothian I.S.D.

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Midlothian I.S.D. ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

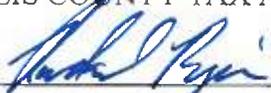
Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

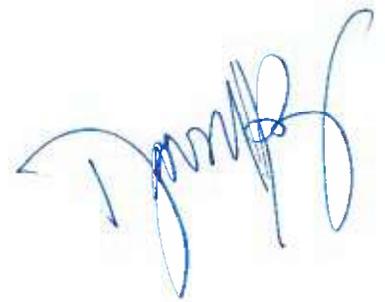
By:



Richard Rozier, Tax Assessor/Collector

2/14/2023

Date



Ellis County, Texas

Taxing Unit



ATTEST:

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND MILFORD INDEPENDENT SCHOOL DISTRICT

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the MILFORD INDEPENDENT SCHOOL DISTRICT ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax

Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of

delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and

agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozler, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

MILFORD INDEPENDENT SCHOOL DISTRICT

Taxing Unit

ATTEST:

Monica Lopez

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND Palmer ISD

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Palmer ISD ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of

said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in

utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: *Richard Rozier*
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

Palmer ISD
Taxing Unit

ATTEST:

K Noac

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN ELLIS COUNTY, TEXAS AND RED OAK INDEPENDENT SCHOOL DISTRICT

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Red Oak Independent School District (“Taxing Unit”) and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter “ECTAC”) shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit’s taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit’s behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.

- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax

Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

In the event the Taxing Unit does not contract with its own attorney for the collection of delinquent assessments, it agrees to legal representation for the collection of delinquent assessments by counsel for the County and ECTAC

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the Tax Assessor/Collector, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

Red Oak Independent School District
Taxing Unit

ATTEST:



John Anderson, Board President

APPROVED AS TO FORM:



Brian Sebring, Board Secretary

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN
ELLIS COUNTY, TEXAS AND Midlothian Municipal Management District No. 2

Purpose:

This contract is between Ellis County, Texas, through its County Tax Assessor-Collector, and the Midlothian MMD No. 2 ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 79.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.

- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not

be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

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said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

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VII. AUDIT CONTROLS

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VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in

utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By: 
Richard Rozier, Tax Assessor/Collector

2/14/2023
Date

Ellis County, Texas

Beth
Taxing Unit

ATTEST:

Larry F. Galt

APPROVED AS TO FORM:

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 2021.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

PROPERTY TAX ASSESSMENT & COLLECTION SVCS BETWEEN ELLIS COUNTY &

MUD #2

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee:

\$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

INTERLOCAL COOPERATIVE AGREEMENT FOR
North Grove PID MAJOR IMPROVEMENT AREA
ASSESSMENT COLLECTION BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF Waxahachie, TEXAS

THIS AGREEMENT is made and entered into on this the ____ day of _____, 20__ by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF Waxahachie, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the North Grove Public Improvement District, hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

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2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

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3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

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IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:  DATE 2/14/2023

Richard Rozier, Tax Assessor/Collector

AGREED AS TO BOTH FORM AND SUBSTANCE:
ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

_____ Date

CITY OF Waxahachie, TEXAS

Michael Scott
Michael Scott
City Manager

ATTEST:

Amber Villarreal
Amber Villarreal, City Secretary



APPROVED AS TO FORM:

Robert Brown
Robert Brown, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Interlocal Cooperative Agreement

Ellis County, Texas / City of Waxahachie, Texas

Exhibit "A"

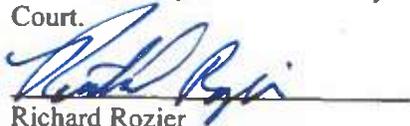
Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
RED OAK PUBLIC IMPROVEMENT DISTRICT No. 1 IMPROVEMENT AREA #1
ASSESSMENT COLLECTION BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF RED OAK, TEXAS**

THIS AGREEMENT is made and entered into on this the 12th day of September, 2022 by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF RED OAK, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the RED OAK PUBLIC IMPROVEMENT DISTRICT No. 1 IA#1, hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

4.03 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

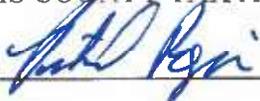
This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:  DATE 2/14/2023

Richard Rozier, Tax Assessor/Collector

AGREED AS TO BOTH FORM AND SUBSTANCE:
ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

Date

CITY OF Red Oak, TEXAS
[Signature], 9-14-22

ATTEST:
[Signature]

Caryn Stevens, City Secretary

APPROVED AS TO FORM:
[Signature]

Robert E. Hager, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:
_____, Assistant District Attorney

AGREED AS TO BOTH FORM AND SUBSTANCE:
ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

Date

CITY OF Red Oak, TEXAS
Todd Little, 9-14-22

ATTEST:
[Signature]

Caryn Stevens, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:
_____, Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
REDDEN FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR
IMPROVEMENT AREA ASSESSMENT COLLECTION
BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF MIDLOTHIAN, TEXAS**

THIS AGREEMENT is made and entered into on this the 13th day of September 2022 by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF MIDLOTHIAN, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the REDDEN FARMS PUBLIC IMPROVEMENT DISTRICT MIA, hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

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VII. AUDIT CONTROLS

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VIII. DELINQUENT TAX COLLECTION

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XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

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Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



DATE

2/14/2023

Richard Rozier, Tax Assessor/Collector

09/13/2022

Date

CITY OF MIDLOTHIAN, TEXAS

[Signature], CITY MANAGER
CHRIS DICK

ATTEST:

Tammy Varner
TAMMY VARNER, City Secretary



APPROVED AS TO FORM:

[Signature]
JOSEPH J. GORFIDA, JR., City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
REDDEN FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR
IMPROVEMENT AREA ASSESSMENT COLLECTION
BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF MIDLOTHIAN, TEXAS**

THIS AGREEMENT is made and entered into on this the 13th day of September 2022 by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF MIDLOTHIAN, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the REDDEN FARMS PUBLIC IMPROVEMENT DISTRICT MIA, hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

4.03 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



DATE

2/14/2023

Richard Rozier, Tax Assessor/Collector

09/13/2022

Date

CITY OF MIDLOTHIAN, TEXAS

[Signature], CITY MANAGER
CHRIS DICK

ATTEST:

Tammy Varner
TAMMY VARNER, City Secretary



APPROVED AS TO FORM:

[Signature]
JOSEPH J. GORFIDA, JR., City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Interlocal Cooperative Agreement

Ellis County, Texas / City of Midlothian, Texas

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.

Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
REDDEN FARMS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1-2 ASSESSMENT COLLECTION
BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF MIDLOTHIAN, TEXAS**

THIS AGREEMENT is made and entered into on this the 13th day of September, 2022 by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF MIDLOTHIAN, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the REDDEN FARMS PUBLIC IMPROVEMENT DISTRICT IA#1-2, hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

4.03 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



DATE

2/14/2023

Richard Rozier, Tax Assessor/Collector

09/13/2022

Date

CITY OF MIDLOTHIAN, TEXAS

[Signature], CITY MANAGER
CHRIS DICK

ATTEST:

Tammy Varner

TAMMY VARNER, City Secretary



APPROVED AS TO FORM:

[Signature]

JOSEPH J. GORFIDA, JR, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Interlocal Cooperative Agreement

Ellis County, Texas / City of Midlothian, Texas

Exhibit "A"

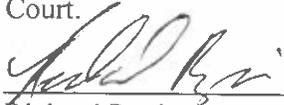
Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
Waxahachie PID 1 (sf1) PID MAJOR IMPROVEMENT AREA
**ASSESSMENT COLLECTION BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF Waxahachie, TEXAS****

THIS AGREEMENT is made and entered into on this the ____ day of _____, 20__ by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF Waxahachie, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the Waxahachie Public Improvement District (sf1), hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

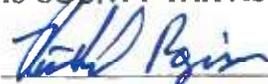
This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:  DATE 2/14/2023

Richard Rozier, Tax Assessor/Collector

AGREED AS TO BOTH FORM AND SUBSTANCE:
ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

_____ Date

CITY OF Waxahachie, TEXAS



_____ Michael Scott
City Manager

ATTEST:

Amber Villarreal
Amber Villarreal, City Secretary



APPROVED AS TO FORM:

Robert Brown
Robert Brown, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Interlocal Cooperative Agreement

Ellis County, Texas / City of Waxahachie, Texas

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
Waxahachie PID 2 (sf2) PID MAJOR IMPROVEMENT AREA
ASSESSMENT COLLECTION BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF Waxahachie, TEXAS**

THIS AGREEMENT is made and entered into on this the ____ day of _____, 20__ by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF Waxahachie, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the Waxahachie Public Improvement District (sf2), hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
- 2) Providing mortgage companies, property owners and/or tax representatives tax roll and payment data.
- 3) Providing all necessary assessments of rates as required.
- 4) Transmitting tax statements via an appropriate medium.
- 5) Processing property tax payments.
- 6) Calculations of the No New Revenue Tax Rates, Voter Approval Tax Rates and Truth in Taxation Notices for publication unless instructed otherwise.

B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
- 4) Prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections, and disbursements of ad-valorem taxes.

1.2 ADDITIONAL SERVICES AVAILABLE TO THE TAXING UNIT

ECTAC might further perform or render additional related services when requested to do so by the Taxing Unit, when additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the ECTAC, said services and attendant costs and fees, if any, shall be established by a separate written agreement.

1.3 EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the ECTAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the

Interlocal Cooperative Agreement

Ellis County, Texas / City of Waxahatchie, Texas

attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the elections.

In the event of a rollback election by the Taxing Unit, the ECTAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

2.01 In consideration of the services provided by the ECTAC, the Taxing Unit shall pay the ECTAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost attached hereto as Exhibit "A" and made a part hereof for all purposes and, as such, constitutes a part of this contractual agreement.

2.02 It is expressly understood and agreed that the Taxing Unit will pay all costs specified in the Notice of Annual Per Parcel Cost (Exhibit "A") as amended, with the approval of the Ellis County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by a supplemental, amended or replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, the notice shall be provided on or before the first day of June of each year, with an effective date of October first of the new tax year.

2.03 The ECTAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually and shall include, but not be limited to, the Certified Tax Roll and all accounts added through supplements to the tax collection system to the Certified Tax Roll received from the appropriate Appraisal District since certification.

III. COOPERATION

3.01 The Taxing Unit shall provide to the ECTAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

3.02 Any Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

3.03 Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

4.01 The Taxing Unit shall provide the ECTAC with timely notice regarding the adoption of all applicable assessment rates and exemptions together with related directives, orders, decisions or other matters which impact the assessment and collection of the assessments. As used herein, the phrase "timely" shall mean adopting the applicable Tax Rate for the Taxing Unit and providing notice to the ECTAC of same no later than 3rd Wednesday of September for each year that this Contract remains in effect.

4.02 In the event that the Taxing Unit does not timely adopt or modify its assessments on or before 3rd Wednesday of September and, as a part thereof, notify the ECTAC of same, the Taxing Unit agrees that it will bear all reasonable additional costs incurred by the ECTAC as a direct or indirect result of the Taxing Unit's failure to timely adopt its Tax Rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

V. DEPOSIT OF FUNDS

5.01 All funds collected by the ECTAC on the Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by the Taxing Unit at its depository bank. If any daily collection total is less than twenty-five dollars (\$25.00) the distribution may be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least twenty-five dollars (\$25.00).

5.02 After initiation of the aforementioned ACH transfers from the Ellis County Tax Office's depository account to the Taxing Unit's designated depository account, the ECTAC retains no responsibility and shall have no liability for the further management and processing of said funds.

VI. REFUNDS

6.01 Refunds will be made by the ECTAC on the Taxing Unit's behalf only as set forth herein. The ECTAC will not make refunds on any prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the ECTAC.

6.02 The ECTAC agrees to issue refund checks on behalf of the Taxing Unit as provided by the appropriate Appraisal District. In the event the Taxing Unit has insufficient collections to repay the Tax Office within fifteen (15) days, the outstanding sum must be paid in full upon notification by the Tax Office.

6.03 In the event the Taxing Unit is a party in any lawsuit regarding the collection of assessments provided for herein that is resolved by a settlement or final judgement requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the ECTAC shall be permitted to make such payment proceeds to a taxpayer on the Taxing Unit's behalf and to debit such amount from tax payment proceeds currently held by the ECTAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

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8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

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The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:



DATE

2/14/2023

Richard Rozier, Tax Assessor/Collector

AGREED AS TO BOTH FORM AND SUBSTANCE:
ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

_____ Date

CITY OF Waxahachie, TEXAS

Michael Scott
Michael Scott
City Manager

ATTEST:

Amber Villarreal
Amber Villarreal, City Secretary



APPROVED AS TO FORM:

Robert Brown
Robert Brown, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Interlocal Cooperative Agreement

Ellis County, Texas / City of Waxahachie, Texas

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

**INTERLOCAL COOPERATIVE AGREEMENT FOR
Waxahachie PID 3 (sf3) PID MAJOR IMPROVEMENT AREA
ASSESSMENT COLLECTION BETWEEN
ELLIS COUNTY, TEXAS, AND THE CITY OF Waxahachie, TEXAS**

THIS AGREEMENT is made and entered into on this the ____ day of _____, 20__ by and between ELLIS COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the CITY OF Waxahachie, TEXAS, a municipal corporation, and a political subdivision of the State of Texas hereinafter referred to as "CITY."

WHEREAS the COUNTY and CITY mutually desire to be subject to the provisions of the Interlocal Cooperation Act set forth in Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, CITY has created and manages the Waxahachie Public Improvement District (sf3), hereinafter referred to as the "DISTRICT", has levied special assessments for the authorized improvements on properties within the boundaries of the DISTRICT. CITY serves as agent for the DISTRICT and is jointly hereinafter referred to as the TAXING UNIT; and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, the CITY has the authority to contract with the COUNTY to perform the duties of the CITY relating to the collection of special assessments levied by the DISTRICT under the provisions of Chapter 372, Subchapter A of the Texas Local Government Code.

NOW THEREFORE the COUNTY and CITY, for and in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

I. SCOPE OF SERVICES

1.01 SERVICES TO BE RENDERED BY THE TAX ASSESSOR/COLLECTOR

A. The Ellis County Tax Assessor/Collector (hereinafter "ECTAC") shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction and shall perform said services in the same manner and fashion as ECTAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates and regulations and shall include the following:

- 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District together with monthly changes thereto.
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B. Additionally, on the Taxing Unit's behalf, the ECTAC shall:

- 1) Approve and refund erroneous overpayments when provided with sufficient historical information by the Taxing Unit.
- 2) Obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed.
- 3) Prepare and issue tax certificates.
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Interlocal Cooperative Agreement

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VII. AUDIT CONTROLS

The ECTAC shall employ and utilize appropriate internal and external audit controls to ensure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the ECTAC shall cooperate with the Taxing Unit's independent auditors by providing all necessary explanations and reports.

VIII. DELINQUENT TAX COLLECTION

8.01 In addition to the services provided herein, the ECTAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent assessments owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the ECTAC in enforcing the collection of delinquent assessments. To avoid duplication of efforts and unnecessary costs to the taxpayer, the ECTAC recommends employing the same counsel for both the ECTAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the ECTAC and the attorney.

8.02 In the event the Taxing Unit utilizes different legal counsel than the one employed by the ECTAC, the Taxing Unit agrees to pay the additional costs, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost (Exhibit "A").

IX. NOTICES

Notices required to be given to either party to this Agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via U.S. certified or registered mail, postage prepaid, and confirmed received by the intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The ECTAC recommends that the Taxing Unit obtain an additional and adequate surety bond for the ECTAC specifically related to any and all anticipated services to be performed and rendered hereunder. The Taxing Unit agrees to pay all associated premiums for such bond.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties hereto and continue in full force and effect from year to year until such time as either party, by written notice to the other, terminates the same. Notice of termination given hereunder on or before the first day of May of the tax year in which the party intends to terminate shall be effective immediately following the 30th day of September after such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities as provided in Title 5 of the Texas Civil Practice and Remedies Code together with all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection constitutes the entire agreement between the parties relating to the rights and obligations delegated, assumed, and owed by and between the ECTAC and the Taxing Unit. This contract supersedes any prior understandings and agreements by and between the parties, either written or oral, pertaining to the same or similar subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas with all obligations contained herein to be performed in Ellis County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto together with their respective successors, attorneys, and assigns.

Should one or more provisions contained herein be declared invalid, illegal or otherwise unenforceable by a Court of competent jurisdiction, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions. The remainder of this Agreement shall remain in full force and effect.

[Signatory page to follow]

AGREED AS TO BOTH FORM AND SUBSTANCE:

ELLIS COUNTY TAX ASSESSOR OFFICE

By:  DATE 2/14/2023

Richard Rozier, Tax Assessor/Collector

AGREED AS TO BOTH FORM AND SUBSTANCE:
ELLIS COUNTY TAX ASSESSOR OFFICE

By: _____
Richard Rozier, Tax Assessor/Collector
Ellis County, Texas

_____ Date

CITY OF Waxahachie, TEXAS

Michael Scott
Michael Scott
City Manager

ATTEST:

Amber Villarreal
Amber Villarreal, City Secretary



APPROVED AS TO FORM:

Robert Brown
Robert Brown, City Attorney

PASSED AND APPROVED BY THE ELLIS COUNTY COMMISSIONERS COURT

on this the _____ day of _____, 20__.

ELLIS COUNTY, TEXAS

Todd Little, County Judge

ATTEST:

Krystal Valdez, County Clerk

APPROVED AS TO FORM:

_____, Assistant District Attorney

Interlocal Cooperative Agreement

Ellis County, Texas / City of Waxahachie, Texas

Exhibit "A"

Annual Notice of Per Parcel Costs for Ad Valorem Collections

Please accept this Annual Notice of Per Parcel Costs of collections for your Ad Valorem taxes per agreed upon in contract for assessment and collection with your Taxing Unit by the Ellis County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the 2022 Certified Roll and will be billed and deducted by the 31st day of January annually.

Per Parcel Fee: \$1.25

Please attach this notice to your original Collection Contract as the official costs determined and agreed upon by the Ellis County Tax Assessor's Office and the Ellis County Commissioners Court.



Richard Rozier
Tax Assessor/Collector
Ellis County, Texas

COMMISSIONERS' COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 a.m. on the second (2nd) TUESDAY** of each month and **2:00 p.m. on the fourth (4th) TUESDAY** of each month. If that Monday falls on a County holiday, Commissioners' Court will convene on the following Tuesday at 10:00 a.m. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

Please fill out this form completely:

DATE: 02/13/2023

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: February 21,2023

DESCRIPTION OF AGENDA REQUEST: Approval of Interlocal work between the County of Ellis Precinct 1 and the City of Garrett. Ref. interlocal minute order 556.22-A6. Interlocal work includes road repair with a 6x6 cutout on Wyatt and Templeton. Also included is 6 hrs of pothole repairs on various roads.

Ellis County Commissioner Pct.1, Randy Stinson

County Attorney Approval

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas

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

Basis of Authority to Provide Service:

Interlocal Agreement dated _____

Per Commissioner's Court Minute Order No. _____

Local Government Requesting Services: City of Garrett

Description of Project to be undertaken: road repairs - potholes

Location of Project to be undertaken:

All streets minus pot holes 8 hours

Commissioner Precinct 1, Texas

Department: Road and Bridge Pct. 1

APPROVED in Open Commissioner's Court per Minute Order No. _____

On the _____ **day of** _____ 2019: 2023.

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this _____ **day of** _____ 2019: 2023.

Signature: _____
Title: Mayor
On Behalf of: City of Garrett

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County Texas

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

Basis of Authority to Provide Service:

Interlocal Agreement dated _____

Per Commissioner's Court Minute Order No. _____

Local Government Requesting Services: City of Garrett

Description of Project to be undertaken: _____

Road repair including mixed base, packed and rolled of 3"

Location of Project to be undertaken:

Wyatt + Templeton

Commissioner Precinct 1, Texas

Department: Road and Bridge Pct. 1

APPROVED in Open Commissioner's Court per Minute Order No. _____

On the _____ **day of** _____ 2019 2023.

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this _____ **day of** _____ 2019 2023

Signature: _____

Title: _____

On Behalf of: _____

Maya
City of Garrett

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.

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: 02.14.2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Brian Davis 

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

DEPARTMENT OR ASSOCIATION: Ellis County Office of Emergency Management

ADDRESS: 101 W. Main Street, Sut B105, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 02.21.2023

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

Discussion, consideration, and approval for the County Judge to execute the IPAWS Interlocal Agreement between Ellis County and the City of Midlothian and the Midlothian IPAWS Standard Operating Guidelines. Midlothian's IPAWS public alerting will not interfere with Ellis County and they will coordinate together on the Emergency Service District area on alerting utilizing IPAWS. Brian Davis, Ellis County Emergency Management Senior Specialist.

Commissioner's Court Order No. _____

STATE OF TEXAS §

COUNTY OF ELLIS §

INTERLOCAL AGREEMENT
BETWEEN CITY OF MIDLOTHIAN AND ELLIS COUNTY
FOR INTEGRATED PUBLIC ALERT & WARNING SYSTEM NOTIFICATION
SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the authorities expressed in the Texas Intergovernmental Cooperation Act, Chapter 791 of Title 7 of the Texas Government Code by, and between, the City of Midlothian ("CITY") and Ellis County ("COUNTY").

WHEREAS, the COUNTY understands that the CITY has the ability to send Emergency Alert System (EAS) and wireless cellphone messaging thru the CITY's Emergency Notification System, Civic Plus / CivicReady, and as an authorizes Public Alerting Authority of Integrated Public Alert & Warning System (IPAWS); and

WHEREAS, the CITY in activating an IPAWS message using EAS or wireless cellphone message may notify persons outside of the city limits of the CITY who are located in the unincorporated areas of the COUNTY; and

WHEREAS, the CITY is desirous of providing Civic Plus / CivicReady, emergency notification services using IPAWS system, EAS and wireless cellphone messaging to the CITY because doing so is in the public interest of the mutual inhabitants of the COUNTY and the CITY;

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the COUNTY and CITY agree as follows:

1. COUNTY and CITY will coordinate any IPAWS system messaging using the EAS and/or wireless cellphone messages that may reach persons outside of the city limits prior to alerts being sent. COUNTY representatives for coordination will be the Emergency Management Coordinator (EMC) and/or County Judge.
2. COUNTY and CITY have authorized its signatory official to enter into this agreement and to bind the local governments to the terms of this agreement and any subsequent amendments hereto.

3. COUNTY and CITY agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances, and state law which is in effect or promulgated during the term of this agreement.
4. This Interlocal Agreement and any attachments or exhibits, as provided herein constitute the complete agreement between the parties hereto, and supersede any oral and written agreements between the parties relating to the matter herein.
5. Except as otherwise provided herein, this Interlocal Agreement cannot be modified without the written consent of the parties.
6. This Interlocal Agreement will be effective upon execution of both parties until canceled by either party.
7. This Interlocal Agreement was read, considered, and adopted at a meeting of the governmental bodies entering into this agreement in a meeting convened in accordance with and conforming to the Texas Open Meetings Act.

THE PARTIES EXECUTE THIS INSTRUMENT IN DUPLICATE ORIGINALS HERETO AS FOLLOWS:

For:

ELLIS COUNTY, Texas

Todd Little
Ellis County Judge

Date : _____

Attest: _____

For:

CITY OF MIDLOTHIAN, TEXAS


Richard Reno
Mayor

Date: 12/13/2022

Attest: 



City of Midlothian & Ellis County Integrated Public Alert and Warning System (IPAWS) Activation

Standard Operating Guidelines



I. Purpose

This Standard Operating Guidelines (SOG) establishes guidelines for the use of the Integrated Public Alert and Warning System (IPAWS).

II. General Information

- COG Name: TX – City of Midlothian

The City of Midlothian and FEMA IPAWS Division have a Memorandum of Agreement (MOA) which establishes the City of Midlothian ("CITY") as a Collaborative Operating Group (COG). The MOU permits the City of Midlothian to use the following IPAWS Disseminations Systems in areas within the City of Midlothian. For Wireless Emergency Alerts (WEA, the City of Midlothian will only select geographic areas within the City of Midlothian, but current technologies may over alert to residents in neighboring jurisdictions such as the Ellis County Emergency Service Districts (ESD), unincorporated area of Ellis County and surrounding communities via the following channels:

- a) Emergency Alert System (EAS)



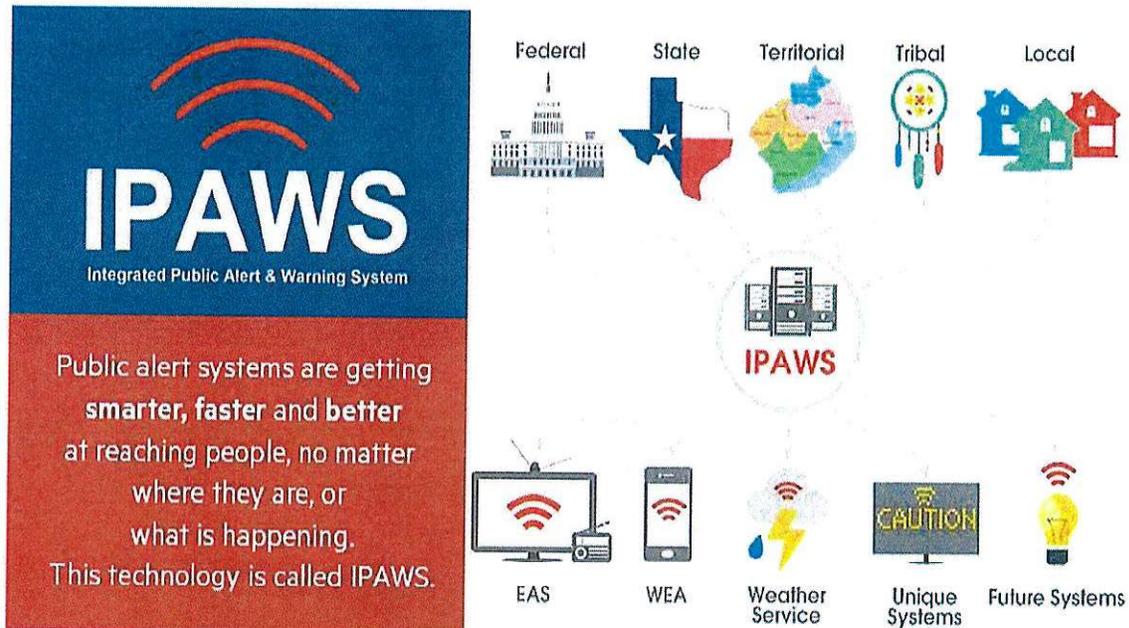
- b) Wireless Emergency Alert (WEA)



III. Criteria For Issuing IPAWS Message

IPAWS during Natural Hazards: The National Weather Service (NWS) has been the primary user of the IPAWS technology to send severe weather warning. Because of this, no action is needed by the City of Midlothian for IPAWS weather warnings to be sent. The City of Midlothian may use IPAWS, the Emergency Notification System (ENS), or CivicReady following the impact of a natural disaster or before a natural disaster when additional action needs to be communicated (e.g., Shelter-in-place, evacuation, instructions for protective actions). Please refer to Attachment A for the natural hazards notification flow chart.

IPAWS during Technological or Man-Made Hazards: Technological or man-made hazards include hazardous materials incidents, power plant failures, and terrorist attacks. The County may use IPAWS for technological or man-made hazards when immediate protective action is required to save lives. Due to the quickly evolving nature of these hazards, information must be validated, timely, and coordinated with on scene responders before IPAWS is used. Please refer to Attachment B for the technological or man-made hazards notification flow chart.



IV. Definitions

Alert

Alerting is giving notice to the public that an incident has occurred; this is often a short sound, action, or message. For a radio listener, the alert would be the EAS tones, and headline in an EAS message.

CivicReady

The alert and notification system used by the City of Midlothian to send IPAWS and Emergency Notification System messages through CivicPlus/CivicReady such as voice, text and emails (as identified by the resident / business during the registration process).

Collaborative Operating Group (COG)

A Federal, State, or local alerting authority that applies for authorization to use IPAWS. Not to be confused with the North Central Texas Council of Governments (NCTCOG).

Common Alerting Protocol (CAP)

A simple but general format for exchanging all-hazard emergency alerts and public warnings over all kinds of networks. CAP allows a consistent warning message to be disseminated simultaneously over many different warning systems, thus increasing warning effectiveness while simplifying the warning task.

Emergency Alert System (EAS)

IPAWS dissemination method for City Wide Alerts or Notifications sent to commercial media like TV and Radio. Broadcasters are only required to broadcast Presidential alerts; local and weather messages are voluntary. The equipment can be programmed to immediately broadcast, ignore, delay, or require a person at the broadcast station to review and act to broadcast a local or weather message.

Everbridge

The alert and notification system used by Ellis County to send IPAWS and Emergency Notification System(ENS) messages. Self-registration Portal for residents to opt-in for Alert messages. URL: [Ellis County Citizen Alert - Sign Up \(everbridge.net\)](https://www.everbridge.net)

Midlothian Emergency Notification System, CivicReady Alerts

Self-registration Portal for residents & businesses to opt-in for Alert messages. URL: [Stay Informed | Midlothian, TX - Official Website](https://www.midlothiantx.gov) or [Public Signup \(alertsense.com\)](https://www.alertsense.com)

IPAWS

The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure and will save time when time matters most, protecting life and property. IPAWS provides public safety officials with an effective way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

IPAWS-OPEN

The IPAWS aggregator or Open Platform for Emergency Networks (IPAWS-OPEN) is operated by FEMA, which provides credentials to authorized alerting authorities. IPAWS-OPEN receives messages from alerting authorities and performs several validation checks on the message.

- a) Is the message from a valid system? IPAWS-OPEN verifies a valid certificate from the sending device.
- b) Is the message formatted properly? IPAWS-OPEN validates the message follows the CAP v1.2 format.
- c) Does the authority have permission to send this type of message? IPAWS- OPEN validates the message content and type against IPAWS permissions from the authority's application.
- d) Does the authority have permission to send to the selected dissemination channels? IPAWS- OPEN validates the message destination against IPAWS permissions from the authority's application.
- e) Lastly, IPAWS-OPEN verifies the message format for each dissemination channel. Each dissemination channel has different data elements and formatting rules for messages.
- f) After all validations have been successfully authenticated, the message is sent to the dissemination channels.

Notification

A notification has more information and usually has instructions for the public to try to protect them from the incident. For a radio listener, this would be the description and instructions in the EAS message. (Information on event and actions to take.)

CivicReady – Emergency Notification System

Self-registration portal for residents to opt-in for Alert messages:

[Public Signup \(alertsense.com\)](https://alertsense.com)

Wireless Emergency Alert (WEA)

IPAWS dissemination method for block level alerts sent to compatible cellular phones. The WEA message is sent to targeted tower control channels and is not affected by other calls or texts on the system. WEA-capable phones that are connected to a targeted tower's signal will receive a WEA alert. WEA alerts can be re-transmitted at intervals set by the wireless providers, so if a WEA-capable phone enters the geo-targeted area after an alert is first sent, that WEA-capable phone will still be able to receive the WEA for as long as the WEA is active.

V. Authorization of Use

The Ellis County Emergency Management Coordinator (EMC) or the City of Midlothian Emergency Management Coordinator (EMC) (depending on the anticipated geographical impact of the hazard) and/or their designated representative must give approval to use an IPAWS Dissemination Method. To assist in the decision-making process, the following criteria can be applied:

- c) a.) Does the hazardous situation require the public to take immediate action?
- d) b.) Does the hazardous situation pose a serious threat to life or property?
- e) c.) Is there a high degree of probability the hazardous situation will occur?
- f) d.) Are there better means of rapidly delivering this urgent information?

VI. Geographical Distribution and Alert Coordination

Whenever possible, effort will be made to distribute alerts with jurisdictional boundaries. Ellis County will issue alerts to unincorporated areas and countywide for areas of Ellis County without an Emergency Notification System (ENS).

Software used to issue emergency alerts will be configured with geofencing limiting the ability of jurisdictions to alert outside their jurisdictional area.

It is impossible to limit the distribution of EAS messages and difficult to limit the distribution of WEA, since cellular towers distribute to all attached devices regarding of that device's physical location. Users should assume that any alert sent within a geofenced area will be distributed outside that geography. Reasonable efforts must be made to coordinate with neighboring jurisdictions which may receive geographically unintended alerts in order to reduce possible public confusion as a result of duplicate or contradictory alert messages.

VII. Acknowledgement and Agreeance of SOP

This page acknowledges receipt, review, and agreeance with the policies of use for the IPAWS system by the City of Midlothian. Ellis County or City of Midlothian (depending on the anticipated geographic impact of the hazard) will coordinate all activations of the system, including tests with the signatories on this page to maximize the effectiveness of the messaging being disseminated.

Brian Davis
Senior Emergency Management
Specialist, Ellis County

Date

Todd Little
County Judge
Ellis County

Date

Tonya Hunter

Tonya Hunter
Emergency Management Coordinator
City of Midlothian

December 5, 2022
Date

 Midlothian Police Department

Richard Reno

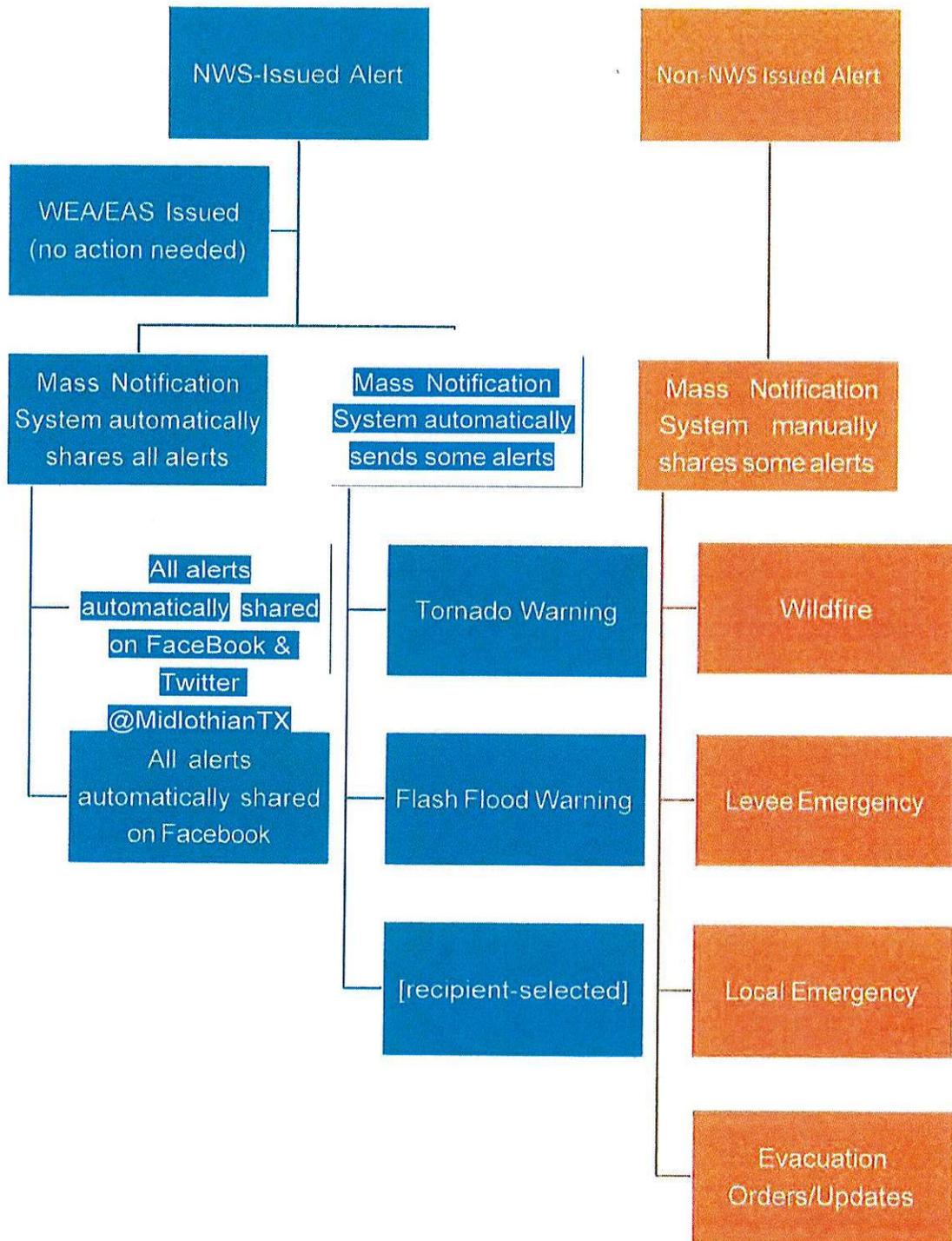
12/13/2022

Richard Reno
Mayor
City of Midlothian

Date

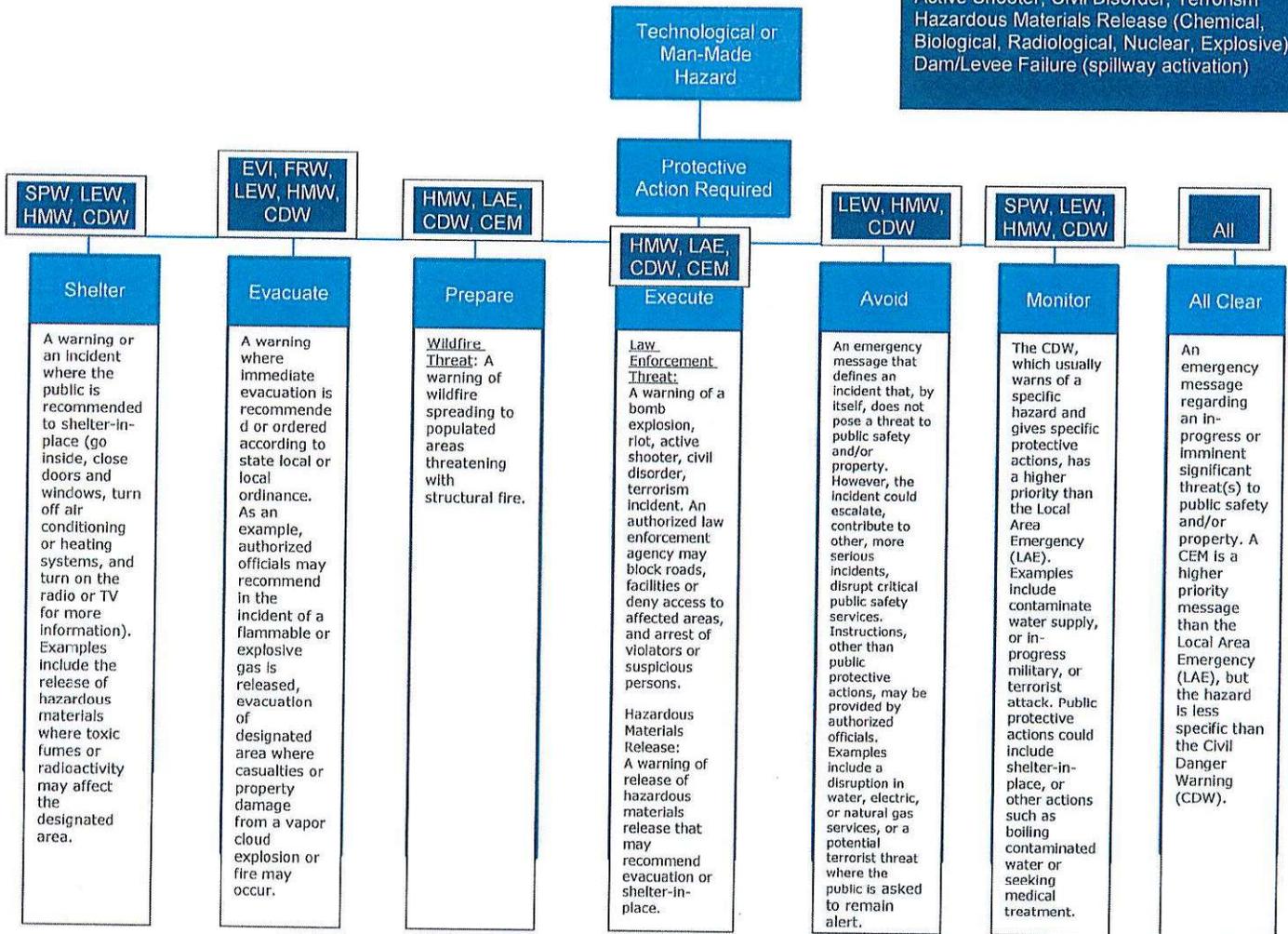


VIII. Tab A: IPAWS Flow Chart- Natural Hazards



IX. Tab B: IPAWS Flow Chart Man-Made or Technological Hazards

Power Failure / Utility Failure / Water Utility Emergencies
 Active Shooter, Civil Disorder, Terrorism
 Hazardous Materials Release (Chemical, Biological, Radiological, Nuclear, Explosive)
 Dam/Levee Failure (spillway activation)



X. Tab C: IPAWS Event Codes -City of Midlothian, Texas

Administrative Message (ADR) (WEA not supported)

A non-emergency message providing updated information about an event in progress, an event that has expired or concluded early, pre-event preparation or mitigation activities, post-event recovery operations, or other administrative matters pertaining to the Emergency Alert System.

Child Abduction Emergency (CAE)

An emergency message, based on established criteria, about a missing child believed to be abducted. Note, the agency/organization establishing the criteria varies by jurisdiction, but most criteria loosely follow those of the Department of Justice (DOJ) and National Center for Missing and Exploited Children (NCMEC). The law enforcement agency investigating the abduction will describe the missing child, provide a description of the suspect and/or vehicle, and ask the public to notify the requesting agency if they have any information on the whereabouts of the child or suspect.

Civil Danger Warning (CDW)

A warning of an event that presents a danger to a significant civilian population. The CDW, which usually warns of a specific hazard and gives specific protective action, has a higher priority than the Local Area Emergency (LAE). Examples include contaminated water supply and imminent or imminent or in-progress military or terrorist attack. Public protective actions could include evacuation, shelter in place, or other actions (such as boiling contaminated water or seeking medical treatment).

Civil Emergency Message (CEM)

An emergency message regarding an in-progress or imminent significant threat(s) to public safety and/or property. The CEM is a higher priority message than the Local Area Emergency (LAE), but the hazard is less specific than the Civil Danger Warning (CDW).

Evacuation Immediate (EVI)

A warning where immediate evacuation is recommended or ordered according to state law or local ordinance. As an example, authorized officials may recommend the evacuation of affected areas due to a natural, man-made or technological hazard. In the event a flammable or explosive gas is released, authorized officials may recommend evacuation of designated areas where casualties or property damage from a vapor cloud explosion or fire may occur.

Fire Warning (FRW)

A warning of a spreading structural fire or wildfire that threatens a populated area. Evacuation of areas in the fire's path may be recommended by authorized officials according to state law or local ordinance.

Hazardous Materials Warning (HMW)

A warning of the release of a non-radioactive hazardous material (such as a flammable gas, toxic chemical, or biological agent) that may recommend evacuation (for an explosion, fire or oil spill hazard) or shelter-in-place (for a toxic fume hazard).

Law Enforcement Warning (LEW)

A warning of a bomb explosion, riot, or other criminal event (civil disorder, active shooter, etc). An authorized law enforcement agency may block roads, facilities, evacuate or deny access to *affected* areas, and arrest violators or suspicious persons.

Local Area Emergency (LAE)

An emergency message that defines an event that, by itself, does not pose a significant threat to public safety and/or property. However, the event could escalate, contribute to other more serious events, or disrupt critical public safety services. Instructions, other than public protective actions, may be provided by authorized officials. Examples include a disruption in water, electric or natural gas service, or a potential terrorist threat where the public is asked to remain alert.

Telephone Outage Emergency (TOE) (WEA not Supported)

An emergency message that defines a local or state 9-1-1 telephone network outage by geographic area or telephone exchange. Authorized officials should provide alternative phone numbers with which to reach 9-1-1 or dispatch personnel.

Shelter-in-Place Warning (SPW)

A warning of an event where the public is recommended to shelter in place (go inside, close doors and windows, turn *off* air conditioning or heating systems, and turn on the radio or TV for more information). Examples include the release of hazardous materials where toxic fumes or radioactivity may affect designated areas.

Commissioner's Court Order No. _____

STATE OF TEXAS §

COUNTY OF ELLIS §

INTERLOCAL AGREEMENT
BETWEEN CITY OF MIDLOTHIAN AND ELLIS COUNTY
FOR INTEGRATED PUBLIC ALERT & WARNING SYSTEM NOTIFICATION
SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the authorities expressed in the Texas Intergovernmental Cooperation Act, Chapter 791 of Title 7 of the Texas Government Code by, and between, the City of Midlothian ("CITY") and Ellis County ("COUNTY").

WHEREAS, the COUNTY understands that the CITY has the ability to send Emergency Alert System (EAS) and wireless cellphone messaging thru the CITY's Emergency Notification System, Civic Plus / CivicReady, and as an authorizes Public Alerting Authority of Integrated Public Alert & Warning System (IPAWS); and

WHEREAS, the CITY in activating an IPAWS message using EAS or wireless cellphone message may notify persons outside of the city limits of the CITY who are located in the unincorporated areas of the COUNTY; and

WHEREAS, the CITY is desirous of providing Civic Plus / CivicReady, emergency notification services using IPAWS system, EAS and wireless cellphone messaging to the CITY because doing so is in the public interest of the mutual inhabitants of the COUNTY and the CITY;

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the COUNTY and CITY agree as follows:

1. COUNTY and CITY will coordinate any IPAWS system messaging using the EAS and/or wireless cellphone messages that may reach persons outside of the city limits prior to alerts being sent. COUNTY representatives for coordination will be the Emergency Management Coordinator (EMC) and/or County Judge.
2. COUNTY and CITY have authorized its signatory official to enter into this agreement and to bind the local governments to the terms of this agreement and any subsequent amendments hereto.

3. COUNTY and CITY agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances, and state law which is in effect or promulgated during the term of this agreement.
4. This Interlocal Agreement and any attachments or exhibits, as provided herein constitute the complete agreement between the parties hereto, and supersede any oral and written agreements between the parties relating to the matter herein.
5. Except as otherwise provided herein, this Interlocal Agreement cannot be modified without the written consent of the parties.
6. This Interlocal Agreement will be effective upon execution of both parties until canceled by either party.
7. This Interlocal Agreement was read, considered, and adopted at a meeting of the governmental bodies entering into this agreement in a meeting convened in accordance with and conforming to the Texas Open Meetings Act.

THE PARTIES EXECUTE THIS INSTRUMENT IN DUPLICATE ORIGINALS HERETO AS FOLLOWS:

For:

ELLIS COUNTY, Texas

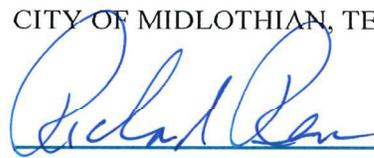
Todd Little
Ellis County Judge

Date : _____

Attest: _____

For:

CITY OF MIDLOTHIAN, TEXAS


Richard Reno
Mayor

Date: 12/13/2022

Attest: 



City of Midlothian & Ellis County Integrated Public Alert and Warning System (IPAWS) Activation

Standard Operating Guidelines



I. Purpose

This Standard Operating Guidelines (SOG) establishes guidelines for the use of the Integrated Public Alert and Warning System (IPAWS).

II. General Information

- COG Name: TX – City of Midlothian

The City of Midlothian and FEMA IPAWS Division have a Memorandum of Agreement (MOA) which establishes the City of Midlothian ("CITY") as a Collaborative Operating Group (COG). The MOU permits the City of Midlothian to use the following IPAWS Disseminations Systems in areas within the City of Midlothian. For Wireless Emergency Alerts (WEA, the City of Midlothian will only select geographic areas within the City of Midlothian, but current technologies may over alert to residents in neighboring jurisdictions such as the Ellis County Emergency Service Districts (ESD), unincorporated area of Ellis County and surrounding communities via the following channels:

- a) Emergency Alert System (EAS)



- b) Wireless Emergency Alert (WEA)



III. Criteria For Issuing IPAWS Message

IPAWS during Natural Hazards: The National Weather Service (NWS) has been the primary user of the IPAWS technology to send severe weather warning. Because of this, no action is needed by the City of Midlothian for IPAWS weather warnings to be sent. The City of Midlothian may use IPAWS, the Emergency Notification System (ENS), or CivicReady following the impact of a natural disaster or before a natural disaster when additional action needs to be communicated (e.g., Shelter-in-place, evacuation, instructions for protective actions). Please refer to Attachment A for the natural hazards notification flow chart.

IPAWS during Technological or Man-Made Hazards: Technological or man-made hazards include hazardous materials incidents, power plant failures, and terrorist attacks. The County may use IPAWS for technological or man-made hazards when immediate protective action is required to save lives. Due to the quickly evolving nature of these hazards, information must be validated, timely, and coordinated with on scene responders before IPAWS is used. Please refer to Attachment B for the technological or man-made hazards notification flow chart.



IV. Definitions

Alert

Alerting is giving notice to the public that an incident has occurred; this is often a short sound, action, or message. For a radio listener, the alert would be the EAS tones, and headline in an EAS message.

CivicReady

The alert and notification system used by the City of Midlothian to send IPAWS and Emergency Notification System messages through CivicPlus/CivicReady such as voice, text and emails (as identified by the resident / business during the registration process).

Collaborative Operating Group (COG)

A Federal, State, or local alerting authority that applies for authorization to use IPAWS. Not to be confused with the North Central Texas Council of Governments (NCTCOG).

Common Alerting Protocol (CAP)

A simple but general format for exchanging all-hazard emergency alerts and public warnings over all kinds of networks. CAP allows a consistent warning message to be disseminated simultaneously over many different warning systems, thus increasing warning effectiveness while simplifying the warning task.

Emergency Alert System (EAS)

IPAWS dissemination method for City Wide Alerts or Notifications sent to commercial media like TV and Radio. Broadcasters are only required to broadcast Presidential alerts; local and weather messages are voluntary. The equipment can be programmed to immediately broadcast, ignore, delay, or require a person at the broadcast station to review and act to broadcast a local or weather message.

Everbridge

The alert and notification system used by Ellis County to send IPAWS and Emergency Notification System(ENS) messages. Self-registration Portal for residents to opt-in for Alert messages. URL: [Ellis County Citizen Alert - Sign Up \(everbridge.net\)](https://everbridge.net)

Midlothian Emergency Notification System, CivicReady Alerts

Self-registration Portal for residents & businesses to opt-in for Alert messages.

URL: [Stay Informed | Midlothian, TX - Official Website](https://www.midlothiantx.gov/stay-informed) or [Public Signup \(alertsense.com\)](https://alertsense.com)

IPAWS

The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure and will save time when time matters most, protecting life and property. IPAWS provides public safety officials with an effective way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

IPAWS-OPEN

The IPAWS aggregator or Open Platform for Emergency Networks (IPAWS-OPEN) is operated by FEMA, which provides credentials to authorized alerting authorities. IPAWS-OPEN receives messages from alerting authorities and performs several validation checks on the message.

- a) Is the message from a valid system? IPAWS-OPEN verifies a valid certificate from the sending device.
- b) Is the message formatted properly? IPAWS-OPEN validates the message follows the CAP v1.2 format.
- c) Does the authority have permission to send this type of message? IPAWS- OPEN validates the message content and type against IPAWS permissions from the authority's application.
- d) Does the authority have permission to send to the selected dissemination channels? IPAWS- OPEN validates the message destination against IPAWS permissions from the authority's application.
- e) Lastly, IPAWS-OPEN verifies the message format for each dissemination channel. Each dissemination channel has different data elements and formatting rules for messages.
- f) After all validations have been successfully authenticated, the message is sent to the dissemination channels.

Notification

A notification has more information and usually has instructions for the public to try to protect them from the incident. For a radio listener, this would be the description and instructions in the EAS message. (Information on event and actions to take.)

CivicReady – Emergency Notification System

Self-registration portal for residents to opt-in for Alert messages:

[Public Signup \(alertsense.com\)](https://alertsense.com)

Wireless Emergency Alert (WEA)

IPAWS dissemination method for block level alerts sent to compatible cellular phones. The WEA message is sent to targeted tower control channels and is not affected by other calls or texts on the system. WEA-capable phones that are connected to a targeted tower's signal will receive a WEA alert. WEA alerts can be re-transmitted at intervals set by the wireless providers, so if a WEA-capable phone enters the geo-targeted area after an alert is first sent, that WEA-capable phone will still be able to receive the WEA for as long as the WEA is active.

V. Authorization of Use

The Ellis County Emergency Management Coordinator (EMC) or the City of Midlothian Emergency Management Coordinator (EMC) (depending on the anticipated geographical impact of the hazard) and/or their designated representative must give approval to use an IPAWS Dissemination Method. To assist in the decision-making process, the following criteria can be applied:

- c) a.) Does the hazardous situation require the public to take immediate action?
- d) b.) Does the hazardous situation pose a serious threat to life or property?
- e) c.) Is there a high degree of probability the hazardous situation will occur?
- f) d.) Are there better means of rapidly delivering this urgent information?

VI. Geographical Distribution and Alert Coordination

Whenever possible, effort will be made to distribute alerts with jurisdictional boundaries. Ellis County will issue alerts to unincorporated areas and countywide for areas of Ellis County without an Emergency Notification System (ENS).

Software used to issue emergency alerts will be configured with geofencing limiting the ability of jurisdictions to alert outside their jurisdictional area.

It is impossible to limit the distribution of EAS messages and difficult to limit the distribution of WEA, since cellular towers distribute to all attached devices regarding of that device's physical location. Users should assume that any alert sent within a geofenced area will be distributed outside that geography. Reasonable efforts must be made to coordinate with neighboring jurisdictions which may receive geographically unintended alerts in order to reduce possible public confusion as a result of duplicate or contradictory alert messages.

I

VII. Acknowledgement and Agreeance of SOP

This page acknowledges receipt, review, and agreeance with the policies of use for the IPAWS system by the City of Midlothian. Ellis County or City of Midlothian (depending on the anticipated geographic impact of the hazard) will coordinate all activations of the system, including tests with the signatories on this page to maximize the effectiveness of the messaging being disseminated.

Brian Davis
Senior Emergency Management
Specialist, Ellis County

Date

Todd Little
County Judge
Ellis County

Date



Tonya Hunter
Emergency Management Coordinator
City of Midlothian

December 5, 2022

Date



Midlothian Police Department



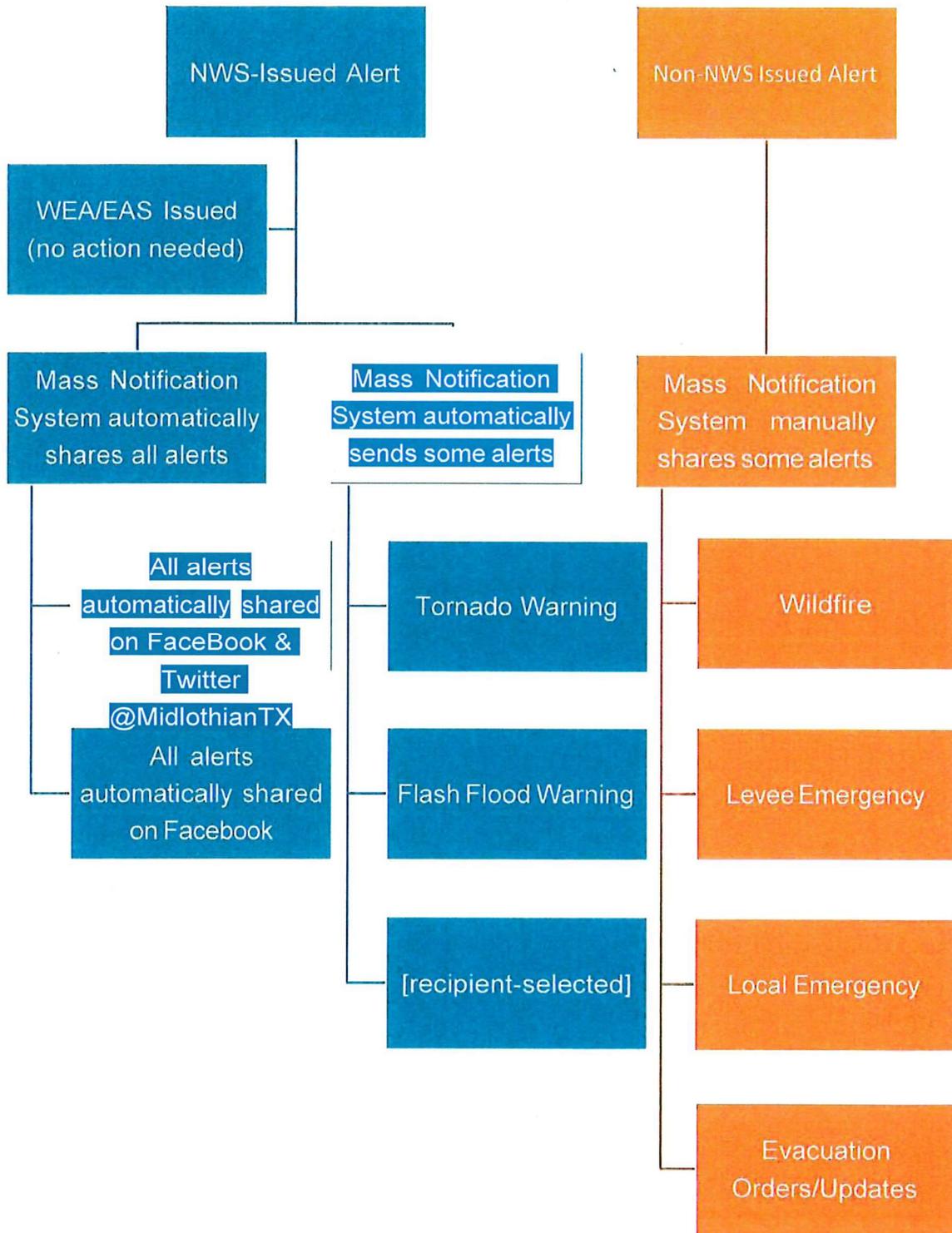
12/13/2022

Richard Reno
Mayor
City of Midlothian

Date

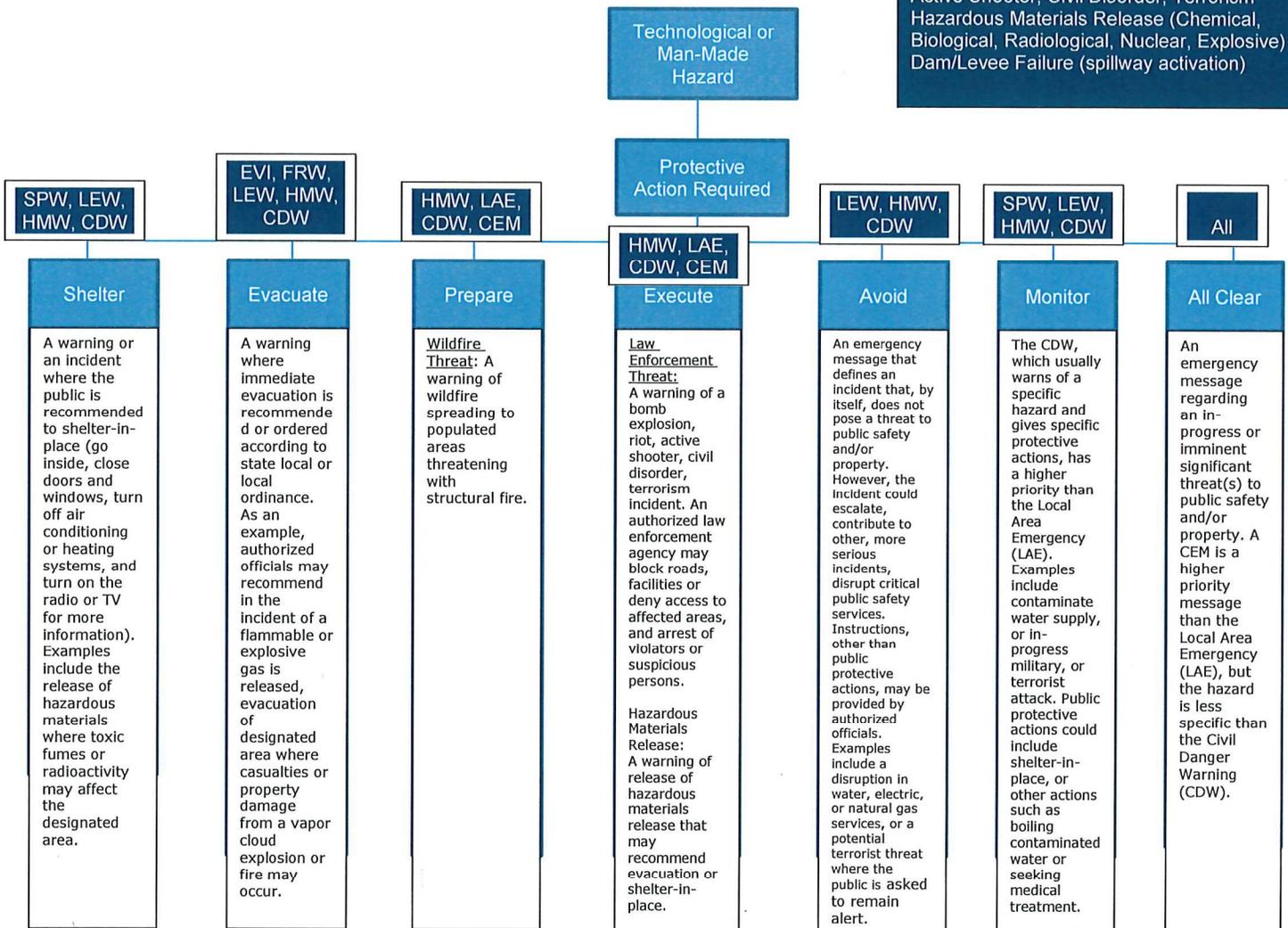


VIII. Tab A: IPAWS Flow Chart- Natural Hazards



IX. Tab B: IPAWS Flow Chart Man-Made or Technological Hazards

Power Failure / Utility Failure / Water Utility Emergencies
 Active Shooter, Civil Disorder, Terrorism
 Hazardous Materials Release (Chemical, Biological, Radiological, Nuclear, Explosive)
 Dam/Levee Failure (spillway activation)



X. Tab C: IPAWS Event Codes -City of Midlothian, Texas

Administrative Message (ADR) (WEA not supported)

A non-emergency message providing updated information about an event in progress, an event that has expired or concluded early, pre-event preparation or mitigation activities, post-event recovery operations, or other administrative matters pertaining to the Emergency Alert System.

Child Abduction Emergency (CAE)

An emergency message, based on established criteria, about a missing child believed to be abducted. Note, the agency/organization establishing the criteria varies by jurisdiction, but most criteria loosely follow those of the Department of Justice (DOJ) and National Center for Missing and Exploited Children (NCMEC). The law enforcement agency investigating the abduction will describe the missing child, provide a description of the suspect and/or vehicle, and ask the public to notify the requesting agency if they have any information on the whereabouts of the child or suspect.

Civil Danger Warning (CDW)

A warning of an event that presents a danger to a significant civilian population. The CDW, which usually warns of a specific hazard and gives specific protective action, has a higher priority than the Local Area Emergency (LAE). Examples include contaminated water supply and imminent or imminent or in-progress military or terrorist attack. Public protective actions could include evacuation, shelter in place, or other actions (such as boiling contaminated water or seeking medical treatment).

Civil Emergency Message (CEM)

An emergency message regarding an in-progress or imminent significant threat(s) to public safety and/or property. The CEM is a higher priority message than the Local Area Emergency (LAE), but the hazard is less specific than the Civil Danger Warning (CDW).

Evacuation Immediate (EVI)

A warning where immediate evacuation is recommended or ordered according to state law or local ordinance. As an example, authorized officials may recommend the evacuation of affected areas due to a natural, man-made or technological hazard. In the event a flammable or explosive gas is released, authorized officials may recommend evacuation of designated areas where casualties or property damage from a vapor cloud explosion or fire may occur.

Fire Warning (FRW)

A warning of a spreading structural fire or wildfire that threatens a populated area. Evacuation of areas in the fire's path may be recommended by authorized officials according to state law or local ordinance.

Hazardous Materials Warning (HMW)

A warning of the release of a non-radioactive hazardous material (such as a flammable gas, toxic chemical, or biological agent) that may recommend evacuation (for an explosion, fire or oil spill hazard) or shelter-in-place (for a toxic fume hazard).

Law Enforcement Warning (LEW)

A warning of a bomb explosion, riot, or other criminal event (civil disorder, active shooter, etc). An authorized law enforcement agency may block roads, facilities, evacuate or deny access to *affected* areas, and arrest violators or suspicious persons.

Local Area Emergency (LAE)

An emergency message that defines an event that, by itself, does not pose a significant threat to public safety and/or property. However, the event could escalate, contribute to other more serious events, or disrupt critical public safety services. Instructions, other than public protective actions, may be provided by authorized officials. Examples include a disruption in water, electric or natural gas service, or a potential terrorist threat where the public is asked to remain alert.

Telephone Outage Emergency (TOE) (WEA not Supported)

An emergency message that defines a local or state 9-1-1 telephone network outage by geographic area or telephone exchange. Authorized officials should provide alternative phone numbers with which to reach 9-1-1 or dispatch personnel.

Shelter-in-Place Warning (SPW)

A warning of an event where the public is recommended to shelter in place (go inside, close doors and windows, turn *off* air conditioning or heating systems, and turn on the radio or TV for more information). Examples include the release of hazardous materials where toxic fumes or radioactivity may affect designated areas.

**A RESOLUTION OF THE ELLIS COUNTY COMMISSIONERS COURT ADOPTING
THE 2022 ELLIS COUNTY HAZARD MITIGATION PLAN**

RESOLUTION NO. _____

WHEREAS the County of Ellis recognizes the threat that natural hazards pose to people and property within Ellis County; and

WHEREAS the County of Ellis has prepared a multi-hazard mitigation plan, hereby known as *2022 Ellis County Hazard Mitigation Plan* in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS the *2022 Ellis County Hazard Mitigation Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in **the County of Ellis** from the impacts of future hazards and disasters; and

WHEREAS adoption by the **Ellis County Commissioners Court** demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the *2022 Ellis County Hazard Mitigation Plan*.

NOW THEREFORE, BE IT RESOLVED BY THE **COUNTY OF ELLIS**, TEXAS, THAT:

Section 1. In accordance with **(local rule for adopting resolutions)**, the **Ellis County Commissioners Court hereby ADOPTS** the *2022 Ellis County Hazard Mitigation Plan*.

ADOPTED by a vote of ____ in favor and ____ against, with ____ abstaining, on this the 21st day of February 2023.

By: _____
County Judge Todd Little

Attested to by Krystal Valdez, County Clerk

By: _____
Commissioner Randy Stinson, Precinct 1

By: _____
Commissioner Lane Grayson, Precinct 2

By: _____
Commissioner Paul Perry, Precinct 3

By: _____
Commissioner Kyle Butler, Precinct 4

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.

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: February 15, 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: **February 21, 2022**

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

Discussion, consideration, and action to approve an Interlocal agreement between City of McKinney and Ellis County in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

*

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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***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: 02/14/2023 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Tim Birdwell

PHONE: (972) 825-5555

FAX: (972) 825-5551

DEPARTMENT OR ASSOCIATION: Fire Marshall

ADDRESS: 109 S. Jackson St. Waxahachie

PREFERRED DATE TO BE PLACED ON AGENDA: 02/21/2023

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

Executive Session: Pursuant to Texas Government Code §551.071(2), consultation with legal counsel on a matter in which the duty of the attorney to the governmental body under the Texas Rules of Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding ambulance coverage for Emergency Service District 5.

Administrative: Discussion, consideration, and approval to act, if necessary, regarding ambulance coverage for Emergency Service District 5.