



ELLIS COUNTY INVESTMENT REPORT

3RD QUARTER 2023

Approved by Commissioners Court October 31, 2023

Investment Officer

Cheryl Chambers

Ellis County Treasurer

101 W. Main Street, Suite 203

Waxahachie, TX 75165

972-825-5127

cheryl.chambers@co.ellis.tx.us

Todd Little, County Judge

Randy Stinson, Commissioner Pct. 1

Lane Grayson, Commissioner Pct. 2

Paul Perry, Commissioner Pct. 3

Kyle Butler, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Todd Little, County Judge and County Commissioners of said Ellis County, each respectively, on this the 31th day of October 2023.

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

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Summary

This report is submitted in accordance with Government Code 2256.023. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity, and yield.

This investment report is prepared according to generally accepted accounting principles. All of the County's investments are in full compliance with the Ellis County Investment Policy as passed by the Ellis County Commissioner's Court on July 11, 2023.

Although the Levee Districts are not funds of Ellis County, they are reported here for a total picture of funds managed by the Ellis County Treasurer.

Sincerely,

A handwritten signature in black ink that reads "Cheryl Chambers". The signature is written in a cursive, flowing style.

Cheryl Chambers, C.C.T., C.I.O.
Ellis County Treasurer
Investment Officer for Ellis County

[Type here]

MONTH END BALANCES FOR INVESTMENTS
SEPTEMBER 30, 2023

| ACCOUNT NAME | CO FUND # | FIRST FINANCIAL BANK | TEXAS CLASS | LONGSTAR | TEXAPOOL | TEXSTAR | TEXAS RANGE | FMC | AMERIPRISE | TOTAL |
|-------------------------|-----------|----------------------|-----------------|-----------------|-----------------|-----------------|---------------|-----------------|------------------|------------------|
| GENERAL | 1 | \$ 6,116,750.75 | \$ 5,546,993.14 | \$ 8,641,228.23 | \$ 7,359,270.02 | \$ 4,071,498.37 | \$ 260,860.52 | \$ 5,205,000.00 | \$ 12,341,000.00 | \$ 49,561,627.05 |
| ROAD IMPROVEMENT | 2 | - | - | - | 1,893,185.76 | - | - | - | - | \$ 1,893,185.76 |
| FBM1 | 3 | - | 711,099.47 | 1,362,490.84 | - | 272,931.63 | 59,036.35 | - | - | \$ 2,435,559.31 |
| FBM2 | 4 | - | 438,858.14 | 1,271,868.65 | - | 181,402.07 | 272,339.70 | - | - | \$ 2,164,458.46 |
| FBM3 | 5 | - | 480,363.63 | 957,278.48 | - | 60,569.03 | 3,187.05 | - | - | \$ 1,401,439.39 |
| FBM4 | 6 | - | 685,640.36 | 1,745,178.42 | - | 301,618.09 | 42,537.71 | - | - | \$ 2,743,174.58 |
| ADULT PROBATION | 7 | - | - | 1,015,228.93 | - | - | - | - | - | \$ 1,015,228.93 |
| JUVENILE PROBATION | 8 | - | - | 4,608.90 | - | - | - | - | - | \$ 4,608.90 |
| FMM1 | 9 | - | - | 1,266,982.77 | 1,299,702.52 | 82,703.57 | 149,670.78 | - | - | \$ 2,760,018.64 |
| FMM2 | 10 | - | - | 208,715.84 | 377,716.82 | 82.00 | 159.69 | - | - | \$ 596,678.70 |
| FMM3 | 11 | - | - | 127,004.58 | 106,473.46 | 145,850.44 | 128,641.11 | - | - | \$ 508,069.60 |
| FMM4 | 12 | - | - | 265,549.49 | 673,680.99 | 131,067.89 | 5,821.46 | - | - | \$ 1,075,949.83 |
| LATERAL ROADB | 13 | - | - | 391,172.68 | - | - | - | - | - | \$ 391,172.68 |
| CO S DC COURT TECH | 14 | - | - | - | - | - | - | - | - | - |
| JURISTICE CT TECH | 15 | - | - | - | - | - | - | - | - | - |
| DC ARCHIVES REC MGT | 16 | - | - | - | - | - | - | - | - | - |
| JURY | 17 | - | - | 73,002.70 | - | - | - | - | - | \$ 73,002.70 |
| PENAL IMPROVE | 18 | - | - | 8,850,078.99 | - | - | - | - | - | \$ 8,850,078.99 |
| LAW LIBRARY | 19 | - | - | - | - | - | - | - | - | - |
| TRUST & AGENCY | 20 | - | - | - | - | - | - | - | - | - |
| REC MGMT | 21 | - | - | 2,115,667.37 | - | - | - | - | - | \$ 2,115,667.37 |
| CC ARCHIVES | 22 | - | - | 40,281.92 | - | 1,790,798.93 | 113,878.03 | - | - | \$ 1,790,798.93 |
| ROW AVAILABLE | 23 | - | - | - | - | - | - | - | - | - |
| FIRE MARSHALL SPECIAL | 24 | - | - | - | - | - | - | - | - | - |
| RIGHT OF WAY 2088 | 25 | - | - | - | - | - | - | - | - | - |
| DC RECORDS TECH | 26 | - | - | - | - | - | - | - | - | - |
| RCM1 | 27 | - | - | 901,248.63 | - | - | 240,983.50 | - | - | \$ 2,440,983.50 |
| RCM2 | 28 | - | - | 16,017.66 | - | - | - | - | - | \$ 16,017.66 |
| RCM3 | 29 | - | - | 208,138.94 | - | - | - | - | - | \$ 208,138.94 |
| DA CHK PROCESS | 30 | - | - | 138,855.78 | - | - | - | - | - | \$ 138,855.78 |
| DA DRUG FORF | 31 | - | - | 263,894.22 | - | - | - | - | - | \$ 263,894.22 |
| GEM RECIPRESS | 32 | - | - | 741,272.34 | - | - | - | - | - | \$ 741,272.34 |
| CH SECURITY | 33 | - | - | 373,504.03 | - | - | - | - | - | \$ 373,504.03 |
| COURT REC. PRES \$1,798 | 34 | - | - | - | - | - | - | - | - | - |
| DA BLOOD DRUG | 35 | - | - | - | - | - | - | - | - | - |
| ELECTION ADMIN. FEE | 36 | - | - | - | - | - | 108.74 | - | - | \$ 108.74 |
| SERIES 97 BLS | 37 | - | - | 557,894.73 | - | - | - | - | - | \$ 557,894.73 |
| GRANT PASS THROUGH | 38 | - | - | - | - | - | - | - | - | - |
| SERIES 97 BOND PROJ | 39 | - | - | - | 2,561,918.06 | - | - | - | - | \$ 2,561,918.06 |
| NETA | 40 | - | - | - | - | - | - | - | - | - |
| SECURITY FED FORF | 41 | - | - | 548,462.17 | - | - | - | - | - | \$ 548,462.17 |
| COUNTY CLERK VITAL PRES | 42 | - | - | - | - | - | - | - | - | - |
| HAZARD MITIGATION | 43 | - | - | - | - | - | - | - | - | - |
| ADULT CORR | 44 | - | - | - | - | - | - | - | - | - |
| SHRF SEIZURE | 45 | - | - | 365,367.34 | - | 175,172.78 | - | - | - | \$ 540,540.12 |
| DA DRUG SEIZURE | 46 | - | - | 499,678.35 | - | - | - | - | - | \$ 499,678.35 |
| ICC | 47 | - | - | - | - | - | - | - | - | - |
| DA FEDERAL ASSET | 48 | - | - | - | - | - | - | - | - | - |
| GENSPPS ENFORCE | 49 | - | - | - | - | - | - | - | - | - |
| CORST 8 & SEIZURE | 50 | - | - | - | - | - | - | - | - | - |
| CORST 81 FORF | 51 | - | - | - | - | - | - | - | - | - |
| CORST 81 FORF | 52 | - | - | - | - | - | - | - | - | - |
| LAW ENFORCE BLOCK | 53 | - | - | - | - | - | - | - | - | - |
| TRUSTACY & PREVENTION | 54 | - | - | 3,106,089.08 | 21,978,665.51 | - | - | - | - | \$ 25,084,754.59 |
| INVERSON PROGRAM | 55 | - | - | - | - | - | - | - | - | - |
| VEHICLE FUND | 56 | - | - | - | - | - | - | - | - | - |
| LEVEE 1 | 57 | - | - | - | - | - | - | - | - | - |
| LEVEE 2 | 58 | - | - | - | - | - | - | - | - | - |
| LEVEE 3 | 59 | - | - | - | - | - | - | - | - | - |
| LEVEE 4 | 60 | - | - | - | - | - | - | - | - | - |
| LEVEL 1 | 61 | - | - | - | - | - | - | - | - | - |
| LEVEL 2 | 62 | - | - | - | - | - | - | - | - | - |
| LEVEL 3 | 63 | - | - | - | - | - | - | - | - | - |
| LEVEL 4 | 64 | - | - | - | - | - | - | - | - | - |
| LEVEL 5 | 65 | - | - | - | - | - | - | - | - | - |
| LEVEL 6 | 66 | - | - | - | - | - | - | - | - | - |
| LEVEL 7 | 67 | - | - | - | - | - | - | - | - | - |
| LEVEL 8 | 68 | - | - | - | - | - | - | - | - | - |
| LEVEL 9 | 69 | - | - | - | - | - | - | - | - | - |
| LEVEL 10 | 70 | - | - | - | - | - | - | - | - | - |
| LEVEL 11 | 71 | - | - | - | - | - | - | - | - | - |
| LEVEL 12 | 72 | - | - | - | - | - | - | - | - | - |
| LEVEL 13 | 73 | - | - | - | - | - | - | - | - | - |
| LEVEL 14 | 74 | - | - | - | - | - | - | - | - | - |
| LEVEL 15 | 75 | - | - | - | - | - | - | - | - | - |
| LEVEL 16 | 76 | - | - | - | - | - | - | - | - | - |
| LEVEL 17 | 77 | - | - | - | - | - | - | - | - | - |
| LEVEL 18 | 78 | - | - | - | - | - | - | - | - | - |
| LEVEL 19 | 79 | - | - | - | - | - | - | - | - | - |
| LEVEL 20 | 80 | - | - | - | - | - | - | - | - | - |
| LEVEL 21 | 81 | - | - | - | - | - | - | - | - | - |
| LEVEL 22 | 82 | - | - | - | - | - | - | - | - | - |
| LEVEL 23 | 83 | - | - | - | - | - | - | - | - | - |
| LEVEL 24 | 84 | - | - | - | - | - | - | - | - | - |
| LEVEL 25 | 85 | - | - | - | - | - | - | - | - | - |
| LEVEL 26 | 86 | - | - | - | - | - | - | - | - | - |
| LEVEL 27 | 87 | - | - | - | - | - | - | - | - | - |
| LEVEL 28 | 88 | - | - | - | - | - | - | - | - | - |
| LEVEL 29 | 89 | - | - | - | - | - | - | - | - | - |
| LEVEL 30 | 90 | - | - | - | - | - | - | - | - | - |
| LEVEL 31 | 91 | - | - | - | - | - | - | - | - | - |
| LEVEL 32 | 92 | - | - | - | - | - | - | - | - | - |
| LEVEL 33 | 93 | - | - | - | - | - | - | - | - | - |
| LEVEL 34 | 94 | - | - | - | - | - | - | - | - | - |
| LEVEL 35 | 95 | - | - | - | - | - | - | - | - | - |
| LEVEL 36 | 96 | - | - | - | - | - | - | - | - | - |
| LEVEL 37 | 97 | - | - | - | - | - | - | - | - | - |
| LEVEL 38 | 98 | - | - | - | - | - | - | - | - | - |
| LEVEL 39 | 99 | - | - | - | - | - | - | - | - | - |
| LEVEL 40 | 100 | - | - | - | - | - | - | - | - | - |
| LEVEL 41 | 101 | - | - | - | - | - | - | - | - | - |
| LEVEL 42 | 102 | - | - | - | - | - | - | - | - | - |
| LEVEL 43 | 103 | - | - | - | - | - | - | - | - | - |
| LEVEL 44 | 104 | - | - | - | - | - | - | - | - | - |
| LEVEL 45 | 105 | - | - | - | - | - | - | - | - | - |
| LEVEL 46 | 106 | - | - | - | - | - | - | - | - | - |
| LEVEL 47 | 107 | - | - | - | - | - | - | - | - | - |
| LEVEL 48 | 108 | - | - | - | - | - | - | - | - | - |
| LEVEL 49 | 109 | - | - | - | - | - | - | - | - | - |
| LEVEL 50 | 110 | - | - | - | - | - | - | - | - | - |
| LEVEL 51 | 111 | - | - | - | - | - | - | - | - | - |
| LEVEL 52 | 112 | - | - | - | - | - | - | - | - | - |
| LEVEL 53 | 113 | - | - | - | - | - | - | - | - | - |
| LEVEL 54 | 114 | - | - | - | - | - | - | - | - | - |
| LEVEL 55 | 115 | - | - | - | - | - | - | - | - | - |
| LEVEL 56 | 116 | - | - | - | - | - | - | - | - | - |
| LEVEL 57 | 117 | - | - | - | - | - | - | - | - | - |
| LEVEL 58 | 118 | - | - | - | - | - | - | - | - | - |
| LEVEL 59 | 119 | - | - | - | - | - | - | - | - | - |
| LEVEL 60 | 120 | - | - | - | - | - | - | - | - | - |
| LEVEL 61 | 121 | - | - | - | - | - | - | - | - | - |
| LEVEL 62 | 122 | - | - | - | - | - | - | - | - | - |
| LEVEL 63 | 123 | - | - | - | - | - | - | - | - | - |
| LEVEL 64 | 124 | - | - | - | - | - | - | - | - | - |
| LEVEL 65 | 125 | - | - | - | - | - | - | - | - | - |
| LEVEL 66 | 126 | - | - | - | - | - | - | - | - | - |
| LEVEL 67 | 127 | - | - | - | - | - | - | - | - | - |
| LEVEL 68 | 128 | - | - | - | - | - | - | - | - | - |
| LEVEL 69 | 129 | - | - | - | - | - | - | - | - | - |
| LEVEL 70 | 130 | - | - | - | - | - | - | - | - | - |
| LEVEL 71 | 131 | - | - | - | - | - | - | - | - | - |
| LEVEL 72 | 132 | - | - | - | - | - | - | - | - | - |
| LEVEL 73 | 133 | - | - | - | - | - | - | - | - | - |
| LEVEL 74 | 134 | - | - | - | - | - | - | - | - | - |
| LEVEL 75 | 135 | - | - | - | - | - | - | - | - | - |
| LEVEL 76 | 136 | - | - | - | - | - | - | - | - | - |
| LEVEL 77 | 137 | - | - | - | - | - | - | - | - | - |
| LEVEL 78 | 138 | - | - | - | - | - | - | - | - | - |
| LEVEL 79 | 139 | - | - | - | - | - | - | - | - | - |
| LEVEL 80 | 140 | - | - | - | - | - | - | - | - | - |
| LEVEL 81 | 141 | - | - | - | - | - | - | - | - | - |
| LEVEL 82 | 142 | - | - | - | - | - | - | - | - | - |
| LEVEL 83 | 143 | - | - | - | - | - | - | - | - | - |
| LEVEL 84 | 144 | - | - | - | - | - | - | - | - | - |
| LEVEL 85 | 145 | - | - | - | - | - | - | - | - | - |
| LEVEL 86 | 146 | - | - | - | - | - | - | - | - | - |
| LEVEL 87 | 147 | - | - | - | - | - | - | - | - | - |
| LEVEL 88 | 148 | - | - | - | - | - | - | - | - | - |
| LEVEL 89 | 149 | - | - | - | - | - | - | - | - | - |
| LEVEL 90 | 150 | - | - | - | - | - | - | - | - | - |
| LEVEL 91 | 151 | - | - | - | - | - | - | - | - | - |
| LEVEL 92 | 152 | - | - | - | - | - | - | - | - | - |
| LEVEL 93 | 153 | - | - | - | - | - | - | - | - | - |
| LEVEL 94 | 154 | - | - | - | - | - | - | - | - | - |
| LEVEL 95 | 155 | - | - | - | - | - | - | - | - | - |
| LEVEL 96 | 156 | - | - | - | - | - | - | - | - | - |
| LEVEL 97 | 157 | - | - | - | - | - | - | - | - | - |
| LEVEL 98 | 158 | - | - | - | - | - | - | - | - | - |
| LEVEL 99 | 159 | - | - | - | - | - | - | - | - | - |
| LEVEL 100 | 160 | - | - | - | - | - | - | - | - | - |
| LEVEL 101 | 161 | - | - | - | - | - | - | - | - | - |
| LEVEL 102 | 162 | - | - | - | - | - | - | - | - | - |
| LEVEL 103 | 163 | - | - | - | - | - | - | - | - | - |
| LEVEL 104 | 164 | - | - | - | - | - | - | - | - | - |
| LEVEL 105 | 165 | - | - | - | - | - | - | - | - | - |
| LEVEL 106 | 166 | - | - | - | - | - | - | - | - | - |
| LEVEL 107 | 167 | - | - | - | - | - | - | - | - | - |
| | | | | | | | | | | |

INVESTMENTS LISTED BY ENTITY / YIELD
3RD QUARTER 2023

| | Total Invested | 09/30/2023 WAM Days | JULY | AUGUST | SEPTEMBER |
|--|--------------------------|--------------------------------|-------------|---------------|------------------|
| FIRST FINANCIAL BANK | \$ 6,116,750.75 | 1 | 5.3156% | 5.3274% | 5.3554% |
| TEXAS CLASS | \$ 7,843,184.94 | 49 | 5.3245% | 5.4752% | 5.5213% |
| LONESTAR POOL CORPORATE | \$ 36,068,397.95 | 32 | 5.3100% | 5.4900% | 5.5300% |
| TEXPOOL PRIME | \$ 35,809,413.24 | 46 | 5.3600% | 5.5600% | 5.5500% |
| TEXSTAR | \$ 7,884,367.98 | 29 | 5.1148% | 5.2974% | 5.3105% |
| TEXAS RANGE | \$ 1,691,224.21 | 30 | 5.2500% | 5.3600% | 5.3600% |
| FINANCIAL NORTHEASTERN SECURITIES | \$ 5,205,000.00 | 435 | 5.00%-5.50% | 5.00%-5.50% | 5.00%-5.50% |
| AMERIPRISE FINANCIAL | \$ 12,341,000.00 | 279 | 0.70%-5.40% | 0.70%-5.40% | 0.70%-5.40% |
| | \$ 112,959,339.07 | | | | |

FIRST FINANCIAL BANK

First Financial Bank became the Ellis County Depository Bank in August 2015. First Financial Bank was established in 1890 and was named as one of the top 10 banks in the nation in the \$5 Billion to \$50 Billion asset category in each of the past 10 years by Bank Director Magazine.

Their mission statement is "We build loyal life-long relationships by providing first class service with personal attention, generating growth for the Company while creating exceptional value for our shareholders in an environment of opportunity for our dedicated and professional bankers".

[Type here]

ELLIS COUNTY INVESTMENTS WITH FIRST FINANCIAL BANK

Market Value = Book Value

| ACCOUNT NAME | COUNTY | Texas Class | |
|-------------------------|--------|-----------------|--------------------|
| | FUND # | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| GENERAL | 1 | \$ 6,037,392.86 | \$ 6,116,750.75 |
| ROAD IMPROVEMENT FUND | 2 | \$ - | \$ - |
| RB#1 | 3 | \$ - | \$ - |
| RB#2 | 4 | \$ - | \$ - |
| RB#3 | 5 | \$ - | \$ - |
| RB#4 | 6 | \$ - | \$ - |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FMM1 | 9 | \$ - | \$ - |
| FMM2 | 10 | \$ - | \$ - |
| FMM3 | 11 | \$ - | \$ - |
| FMM4 | 12 | \$ - | \$ - |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC NGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#5 | 28 | \$ - | \$ - |
| RD#16 | 29 | \$ - | \$ - |
| DA CHK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC/PRESER | 32 | \$ - | \$ - |
| CH SECURITY | 33 | \$ - | \$ - |
| COURT REC. PRES 51.708 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 93/98 I/S | 37 | \$ - | \$ - |
| SERIES 07 I/S | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| HIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| COUNTY CLERK VITAL PRES | 43 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ - | \$ - |
| SHRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ - | \$ - |
| DIVERSION PROGRAM | 65 | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ - | \$ - |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 6,037,392.86 | \$ 6,116,750.75 |

TEXAS CLASS

Established in 1996...The Texas Cooperative Liquid Assets Securities System Trust (Texas Class) was created as a local government investment pool (LGIP) pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code (PFIA). Per state code, entities may pool any of their funds, or funds under their control, to preserve principal, maintain the liquidity of the funds, and maximize yield. The TEXAS CLASS Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds. The parties of the Trust Agreement are Texas local government entities that choose to participate in the Trust (the Participants), Public Trust Advisors, LLC (Public Trust) as Program Administrator, and UMB Bank, N.A. as custodian.

Under the Trust Agreement, Texas Class has four general objectives:

1. **Legality** – To invest only in investments legally permitted under Texas State Law (Public Funds Investment Act).
2. **Safety** – To minimize risk by managing portfolio investments to preserve principal and maintain a stable Net Asset Value (NAV).

To maintain the highest rating for Texas Class from a nationally recognized statistical rating organization as long as such rating is required by Texas State Law. Rated AAAM by S&P Global Rating.

3. **Liquidity** – To manage portfolio investments in a way that ensures that cash will be available as required to finance Participants' operations.
4. **Yield** – To maximize current income to the degree consistent with legality, safety, and liquidity.

[Type here]

ELLIS COUNTY INVESTMENTS WITH TEXAS CLASS

Market Value = Book Value

| ACCOUNT NAME | COUNTY | Texas Class | |
|-------------------------|--------|-----------------|--------------------|
| | FUND # | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| GENERAL | 1 | \$ 5,967,651.72 | \$ 5,548,993.14 |
| ROAD IMPROVEMENT FUND | 2 | \$ - | \$ - |
| RB#1 | 3 | \$ 701,417.98 | \$ 711,099.47 |
| RB#2 | 4 | \$ 432,883.12 | \$ 438,858.14 |
| RB#3 | 5 | \$ 483,717.18 | \$ 490,393.83 |
| RB#4 | 6 | \$ 646,911.17 | \$ 655,840.36 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FM#1 | 9 | \$ - | \$ - |
| FM#2 | 10 | \$ - | \$ - |
| FM#3 | 11 | \$ - | \$ - |
| FM#4 | 12 | \$ - | \$ - |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#5 | 28 | \$ - | \$ - |
| RD#16 | 29 | \$ - | \$ - |
| DA CHK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC/PRESER | 32 | \$ - | \$ - |
| CH SECURITY | 33 | \$ - | \$ - |
| COURT REC. PRES 61.708 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 93/98 I/S | 37 | \$ - | \$ - |
| SERIES 07 I/S | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| HIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| COUNTY CLERK VITAL PRES | 43 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ - | \$ - |
| SHRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ - | \$ - |
| DIVERSION PROGRAM | 65 | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ - | \$ - |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 8,232,581.17 | \$ 7,843,184.94 |

LONESTAR INVESTMENT POOL

The LoneStar Investment Pool is an investment pool available to government entities, in full compliance with the Public Funds Investment Act. Ellis County participates in 2 of the 3 available funds, the Government Overnight Fund and the Corporate Overnight Fund. Both Funds are rated AAA by Standard & Poor.

The Government Overnight Fund invests in the following:

- Obligations of the United States or its agencies and instrumentalities
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies and instrumentalities
- Fully collateralized repurchase agreements that meet the following criteria: (1) have a defined termination date; (2) are secured by obligations of the United States or its agencies and instrumentalities; (3) require the securities being purchased by the Government Overnight Fund to be pledged to the Government Overnight Fund, held in the Government Overnight Fund's name, and deposited at the time the investment is made with the Government Overnight Fund or with a third party selected and approved by the Government Overnight Fund; and (4) are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state. The market value of repurchase agreement collateral is required to initially be 102 percent of the principal amount of such repurchase agreement. Thereafter, the market value of such collateral will be determined (marked-to-market) daily and reset to 102 percent of the principal amount if it falls below 100 percent.
- No-load money market mutual funds regulated by the SEC, provided the Government Overnight Fund shall not invest its funds in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of such money market mutual fund.

The Corporate Overnight Plus Fund may invest in all securities authorized under the Investment Act. However, it is the Board's policy to have these additional restrictions:

- The Corporate Overnight Plus Fund shall not invest its assets in any one nongovernmental issuer in an amount that exceeds 5 percent of the total fund assets at cost.
- If an A-1 or P-1 investment is placed on the watch list with negative implications by a rating agency, the investment manager must sell the investment within one week.

[Type here]

| ELLIS COUNTY INVESTMENTS WITH LONESTAR INVESTMENT POOL | | | |
|--|--------|----------------------|----------------------|
| Market Value = Book Value | | | |
| ACCOUNT NAME | COUNTY | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| FUND # | | Corp. Overnight Fund | Corp. Overnight Fund |
| GENERAL | 1 | \$ 9,280,636.42 | \$ 8,641,226.25 |
| ROAD IMPROVEMENT FUND | 2 | \$ - | \$ - |
| RB#1 | 3 | \$ 1,848,319.24 | \$ 1,392,490.84 |
| RB#2 | 4 | \$ 1,403,107.08 | \$ 1,271,866.55 |
| RB#3 | 5 | \$ 1,350,031.50 | \$ 857,278.48 |
| RB#4 | 6 | \$ 1,957,486.63 | \$ 1,743,178.42 |
| ADULT PROBATION | 7 | \$ 1,125,580.99 | \$ 1,015,226.93 |
| JUVENILE PROBATION | 8 | \$ 4,544.32 | \$ 4,606.90 |
| FM#1 | 9 | \$ 1,271,670.83 | \$ 1,268,982.77 |
| FM#2 | 10 | \$ 230,793.31 | \$ 208,715.84 |
| FM#3 | 11 | \$ 269,777.03 | \$ 127,004.59 |
| FM#4 | 12 | \$ 397,470.56 | \$ 265,549.49 |
| LATERAL ROADS | 13 | \$ 386,449.62 | \$ 391,772.96 |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ 72,010.75 | \$ 73,002.70 |
| PERM IMPROVE | 18 | \$ 8,925,443.27 | \$ 8,850,076.99 |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ 2,151,685.22 | \$ 2,115,657.37 |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ 39,714.84 | \$ 40,261.92 |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ 998,105.45 | \$ 901,248.83 |
| RD#5 | 28 | \$ 15,800.02 | \$ 16,017.66 |
| RD#16 | 29 | \$ 206,297.20 | \$ 209,138.94 |
| DA CHK PROCESS | 30 | \$ 136,969.03 | \$ 138,855.78 |
| DA DRUG FORF | 31 | \$ 260,298.61 | \$ 283,884.22 |
| GEN REC/PRESER | 32 | \$ 731,200.06 | \$ 741,272.34 |
| CH SECURITY | 33 | \$ 368,428.92 | \$ 373,504.03 |
| COURT REC. PRES 81.708 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 93/88 I/S | 37 | \$ - | \$ - |
| SERIES 07 I/S | 38 | \$ 1,002,072.42 | \$ 557,984.23 |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| HMDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ 541,009.75 | \$ 548,462.17 |
| COUNTY CLERK VITAL PRES | 43 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ - | \$ - |
| SHRF DRUG FORF | 47 | \$ 367,713.29 | \$ 365,387.34 |
| DA DRUG SEIZURE | 48 | \$ 493,036.39 | \$ 499,676.35 |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ 13,388,717.12 | \$ 3,186,069.06 |
| DIVERSION PROGRAM | 65 | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ - | \$ - |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 49,224,369.65 | \$ 36,068,397.95 |

TEXPOOL

TexPool is a local government investments pool created on behalf of Texas entities whose investment objectives are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.

[Type here]

| ELLIS COUNTY INVESTMENTS WITH TEXPOOL PRIME | | | |
|---|------------------|------------------|--------------------|
| Market Value = Book Value | | | |
| ACCOUNT NAME | COUNTY FUND # | TexPool | |
| | | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| GENERAL | 1 | \$ 7,257,369.50 | \$ 7,358,270.02 |
| ROAD IMPROVEMENT FUND | 2 | \$ 1,867,225.42 | \$ 1,893,185.76 |
| RB#1 | 3 | \$ - | \$ - |
| RB#2 | 4 | \$ - | \$ - |
| RB#3 | 5 | \$ - | \$ - |
| RB#4 | 6 | \$ - | \$ - |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FM#1 | 9 | \$ 1,512,697.15 | \$ 1,259,702.52 |
| FM#2 | 10 | \$ 831,332.73 | \$ 377,719.92 |
| FM#3 | 11 | \$ 520,306.63 | \$ 106,473.46 |
| FM#4 | 12 | \$ 1,252,857.67 | \$ 673,680.99 |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#5 | 28 | \$ - | \$ - |
| RD#16 | 29 | \$ - | \$ - |
| DA CHK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC/PRESER | 32 | \$ - | \$ - |
| CH SECURITY | 33 | \$ - | \$ - |
| COURT REC. PRES 61.708 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 03/88 US | 37 | \$ - | \$ - |
| SERIES 07 I&S | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| CAPITAL IMPROVEMENTS | 40 | \$ 2,683,566.60 | \$ 2,561,916.06 |
| HIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| COUNTY CLERK VITAL PRES | 43 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ - | \$ - |
| SHRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ 21,282,570.05 | \$ 21,578,465.51 |
| DIVERSION PROGRAM | 65 | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ - | \$ - |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 37,207,925.76 | \$ 35,809,413.24 |

TEXSTAR

TexStar is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government objectives of preservation of principal, daily liquidity and competitive yield. The fund is rated AAAM by Standard and Poor's and maintains a maturity of 60 days or less, with a maximum of 13 months for any individual security. The funds seeks to maintain a constant dollar objective and fulfills all requirements of the Texas PFIA for local government investment pools.

TexStar has been tailored to provide investment solutions to any local government investment plan, whether as a liquidity component, a comprehensive investment strategy or as a method to diversify an investment program based upon traditional banking services.

TexStar is administered by HilltopSecurities and J.P. Investment Management, Inc.

[Type here]

| ELLIS COUNTY INVESTMENTS WITH TEXSTAR | | | |
|---------------------------------------|---------------|-----------------------|----------------------------|
| Market Value = Book Value | | | |
| ACCOUNT NAME | COUNTY FUND # | TEXSTAR JUNE 30, 2023 | TEXSTAR SEPTEMBER 30, 2023 |
| GENERAL | 1 | \$ 4,611,221.12 | \$ 4,071,426.37 |
| ROAD IMPROVEMENT FUND | 2 | \$ - | \$ - |
| RB#1 | 3 | \$ 269,358.68 | \$ 272,931.65 |
| RB#2 | 4 | \$ 352,013.43 | \$ 181,402.07 |
| RB#3 | 5 | \$ 49,907.13 | \$ 50,569.03 |
| RB#4 | 6 | \$ 406,403.70 | \$ 301,618.09 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FM#1 | 9 | \$ 81,620.86 | \$ 82,703.57 |
| FM#2 | 10 | \$ 81.04 | \$ 82.05 |
| FM#3 | 11 | \$ 219,934.53 | \$ 145,950.44 |
| FM#4 | 12 | \$ 129,342.19 | \$ 131,057.89 |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ 1,847,155.06 | \$ 1,790,708.63 |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#5 | 28 | \$ - | \$ - |
| RD#16 | 29 | \$ - | \$ - |
| DA CHK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC/PRESER | 32 | \$ - | \$ - |
| CH SECURITY | 33 | \$ - | \$ - |
| COURT REC. PRES 51.708 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 93/98 VS | 37 | \$ - | \$ - |
| SERIES 07 I&S | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| HIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| COUNTY CLERK VITAL PRES | 43 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ 172,879.56 | \$ 175,172.78 |
| SHRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ - | \$ - |
| DIVERSION PROGRAM | 65 | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ 334,091.06 | \$ 338,522.78 |
| LEVEE 3 | 73 | \$ 337,742.47 | \$ 342,222.63 |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 8,811,750.83 | \$ 7,884,367.98 |

TEXAS RANGE

The Texas Range Investment Program was created by and the Texas local governments. The program provides investment options tailored to the needs of Texas cities, counties and school districts and other public investors. The Texas Range portfolios seek to provide investors with safety, flexibility and competitive yields.

TexasDaily provides daily liquidity with \$1.00 NAV, invests in government securities and AAmmf rated by Fitch.

Texas Range is committed to meeting the needs of Texas public investors. The program investments are designed to comply with applicable Texas statutes and meets the high standards imposed by Texas Range and is established as a public funds investment pool under the Public Funds Investment Act.

[Type here]

| ELLIS COUNTY INVETMENTS WITH TEXAS RANGE | | | |
|--|--------|-----------------|--------------------|
| Market Value = Book Value | | | |
| ACCOUNT NAME | COUNTY | TexasDAILY | TexasDAILY |
| | FUND # | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| GENERAL | 1 | \$ 277,257.42 | \$ 280,960.52 |
| ROAD IMPROVEMENT FUND | 2 | \$ - | \$ - |
| RB#1 | 3 | \$ 58,258.24 | \$ 59,036.35 |
| RB#2 | 4 | \$ 268,740.35 | \$ 272,329.70 |
| RB#3 | 5 | \$ 3,154.91 | \$ 3,197.05 |
| RB#4 | 6 | \$ 41,977.06 | \$ 42,537.71 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FMM#1 | 9 | \$ 146,667.86 | \$ 148,626.78 |
| FMM#2 | 10 | \$ 157.78 | \$ 159.89 |
| FMM#3 | 11 | \$ 124,971.97 | \$ 126,641.11 |
| FMM#4 | 12 | \$ 5,547.37 | \$ 5,621.46 |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ 212,683.69 | \$ 215,524.33 |
| DC ARCHIVES REC MGT | 16 | \$ 177,470.71 | \$ 179,841.04 |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ 114,153.38 | \$ 115,678.03 |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ 237,787.56 | \$ 240,963.50 |
| RD#1 | 27 | \$ - | \$ - |
| RD#5 | 28 | \$ - | \$ - |
| RD#16 | 29 | \$ - | \$ - |
| DA CHK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC/PRESER | 32 | \$ - | \$ - |
| CH SECURITY | 33 | \$ - | \$ - |
| COURT REC. PRES \$1.708 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ 45,241.97 | \$ 106.74 |
| SERIES 93/98 I/S | 37 | \$ - | \$ - |
| SERIES 07 I&S | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| HIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| COUNTY CLERK VITALS PRES | 43 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ - | \$ - |
| SHRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ - | \$ - |
| DIVERSION PROGRAM | 65 | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ - | \$ - |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 1,714,070.27 | \$ 1,691,224.21 |

FINANCIAL NORTHEASTERN COMPANIES

Financial Northeastern is a full-service, institutional broker/dealer and FINRA member firm offering fixed-income securities and certificates of deposit. Since 1985 they have specialized in obtaining the best available rates on federally insured CDs issued by institutions nationwide. Their clients invest over \$6 billion annually in these CDs.

Their branch office opened in Austin in April, 2015 and focus on the investment needs of local governments in Texas, addressing their need for safety and liquidity while adding diversification and improving portfolio yield.

[Type here]

ELLIS COUNTY INVESTMENTS WITH FINANCIAL NORTHEASTERN SERVICES

| ACCOUNT NAME | COUNTY FUND # | DATE OF PURCHASE | MATURITY | COUPON | FNC | |
|--------------|------------------|---------------------|-----------|--------|-----------------|--------------------|
| | | | | | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| BOOK VALUE | 21899OAE9 | 02/23/2023 | 2/23/2024 | 5.10% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 247,632.96 | \$ 247,657.76 |
| BOOK VALUE | 39981MAC6 | 3/24/2023 | 3/25/2024 | 5.35% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 248,002.48 | \$ 247,880.96 |
| BOOK VALUE | 369874CK0 | 2/19/2023 | 8/15/2024 | 5.80% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,717.84 | \$ 246,618.64 |
| BOOK VALUE | 81374AAM6 | 2/24/2023 | 8/26/2024 | 5.00% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,685.60 | \$ 246,544.24 |
| BOOK VALUE | 07833EAM9 | 2/24/2023 | 2/24/2025 | 5.15% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,859.20 | \$ 246,326.00 |
| BOOK VALUE | 87866YAJ2 | 2/24/2023 | 2/24/2025 | 5.00% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,273.92 | \$ 245,827.52 |
| BOOK VALUE | 052392CWS | 2/28/2023 | 28/28/25 | 5.00% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,266.48 | \$ 245,815.12 |
| BOOK VALUE | 82847NDM3 | 3/24/2023 | 3/24/2025 | 5.30% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 247,439.52 | \$ 246,792.24 |
| BOOK VALUE | 53052LAC2 | 3/27/2023 | 3/27/2025 | 5.45% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 248,057.04 | \$ 247,322.96 |
| BOOK VALUE | 21933PAA0 | 4/4/2023 | 4/2/2024 | 5.35% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 247,977.68 | \$ 247,858.64 |
| BOOK VALUE | 14822LAM4 | 5/31/2023 | 5/31/2024 | 5.25% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 247,575.92 | \$ 247,501.52 |
| BOOK VALUE | 33851FAJ8 | 6/15/2023 | 6/17/2024 | 5.45% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 247,965.28 | \$ 247,764.40 |
| BOOK VALUE | 09844EEA0 | 6/28/2023 | 6/28/2024 | 5.50% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 248,047.12 | \$ 247,814.00 |
| BOOK VALUE | 37892MAD6 | 5/12/2023 | 5/12/2025 | 4.85% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 245,458.00 | \$ 245,026.48 |
| BOOK VALUE | 75102EAM1 | 5/11/2023 | 5/12/2025 | 4.85% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 245,458.00 | \$ 245,026.48 |
| BOOK VALUE | 39573LDZ8 | 5/17/2023 | 5/19/2025 | 5.00% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,105.28 | \$ 245,584.48 |
| BOOK VALUE | 76876LAC4 | 6/12/2023 | 6/12/2025 | 5.15% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 246,750.08 | \$ 246,127.60 |
| BOOK VALUE | 90407LAF0 | 8/8/2023 | 8/7/2024 | 5.80% | \$ - | \$ 245,000.00 |
| MARKET VALUE | | | | | \$ - | \$ 245,056.35 |
| BOOK VALUE | 37424PAG9 | 7/31/2023 | 7/31/2025 | 5.90% | | \$ 248,000.00 |
| MARKET VALUE | | | | | | \$ 247,568.48 |
| BOOK VALUE | 75904AAA4 | 8/24/2023 | 8/25/2025 | 5.45% | | \$ 248,000.00 |
| MARKET VALUE | | | | | | \$ 247,367.60 |
| BOOK VALUE | 16508CAA0 | 9/8/2023 | 9/8/2025 | 5.60% | | \$ 248,000.00 |
| MARKET VALUE | | | | | | \$ 247,603.20 |
| BOOK VALUE | | | | | \$ 4,216,000.00 | \$ 5,205,000.00 |
| MARKET VALUE | | | | | \$ 4,199,272.40 | \$ 5,181,084.67 |

AMERIPRISE FINANCIAL

Ameriprise Financial was founded in 1894 and is headquartered in Minneapolis with corporate offices throughout the world including Texas.

Ameriprise, FINRA and SIPC member, offers FDIC-insured structured CDs issued by U.S. banks and are backed by FDIC insurance up to applicable limits.

Current Ameriprise Financial advisor is Montandon & Associates, Sam Vaughan in Austin, Texas.

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ELLIS COUNTY INVESTMENTS WITH AMERIPRISE FINANCIAL

| ACCOUNT NAME | COUNTY FUND # | DATE OF PURCHASE | MATURITY | COUPON | FNC | |
|--------------|------------------|---------------------|------------|--------|---------------|--------------------|
| | | | | | JUNE 30, 2023 | SEPTEMBER 30, 2023 |
| BOOK VALUE | 01764DUF5 | 10/11/2022 | 04/11/2024 | 4.25% | \$ 244,000.00 | \$ 244,000.00 |
| MARKET VALUE | | | | | \$ 241,904.04 | \$ 242,445.72 |
| BOOK VALUE | 0497032K1 | 10/11/2022 | 04/11/2024 | 4.20% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 246,773.94 | \$ 247,336.68 |
| BOOK VALUE | 06054BER0 | 3/15/2023 | 3/15/2024 | 5.30% | \$ 237,000.00 | \$ 237,000.00 |
| MARKET VALUE | | | | | \$ 236,791.44 | \$ 236,665.83 |
| BOOK VALUE | 00260JYQ1 | 3/17/2023 | 3/15/2024 | 5.25% | \$ 237,000.00 | \$ 237,000.00 |
| MARKET VALUE | | | | | \$ 237,000.00 | \$ 237,000.00 |
| BOOK VALUE | 30149MC60 | 10/31/2021 | 10/13/2023 | 0.400% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 245,491.59 | \$ 248,519.43 |
| BOOK VALUE | 14042TEA1 | 11/24/2021 | 11/24/2023 | 0.500% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 239,502.20 | \$ 247,105.11 |
| BOOK VALUE | 05500AH23 | 10/10/2021 | 12/11/2023 | 0.550% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 243,743.61 | \$ 246,574.74 |
| BOOK VALUE | 405070TA5 | 01/20/2022 | 07/14/2023 | 0.75% | \$ 249,000.00 | \$ - |
| MARKET VALUE | | | | | \$ 248,566.74 | \$ - |
| BOOK VALUE | 0300301U0 | 01/14/2022 | 01/10/2024 | 0.70% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 242,852.19 | \$ 245,521.47 |
| BOOK VALUE | 07371AUJ5 | 01/19/2022 | 01/17/2024 | 0.70% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 242,762.55 | \$ 245,439.30 |
| BOOK VALUE | 02603MAA9 | 01/20/2022 | 01/20/2024 | 0.70% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 242,503.59 | \$ 245,197.77 |
| BOOK VALUE | 013120AB2 | 01/20/2022 | 01/20/2024 | 0.70% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 242,316.84 | \$ 245,048.37 |
| BOOK VALUE | 40120WGF0 | 01/31/2022 | 01/31/2024 | 0.75% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 239,861.70 | \$ 242,227.20 |
| BOOK VALUE | 020070HL3 | 02/03/2022 | 02/03/2024 | 0.65% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 242,508.08 | \$ 244,986.12 |
| BOOK VALUE | 02500ABN1 | 03/09/2022 | 03/11/2024 | 1.00% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 241,676.00 | \$ 243,759.20 |
| BOOK VALUE | 00740KPA0 | 03/08/2022 | 03/11/2024 | 1.500% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 241,725.60 | \$ 243,788.96 |
| BOOK VALUE | 15007UAV0 | 3/17/2023 | 02/23/2024 | 0.40% | \$ 243,000.00 | \$ 243,000.00 |
| MARKET VALUE | | | | | \$ 241,925.94 | \$ 241,629.48 |
| BOOK VALUE | 00050PKX1 | 1/17/2023 | 1/17/2025 | 4.50% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 245,514.00 | \$ 245,384.52 |
| BOOK VALUE | 030020CC2 | 1/23/2023 | 1/23/2025 | 4.50% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 245,484.12 | \$ 245,344.68 |
| BOOK VALUE | 000510SG5 | 04/13/2022 | 10/13/2022 | 1.50% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 245,281.92 | \$ 247,623.04 |
| BOOK VALUE | 00340JZV1 | 04/27/2022 | 10/27/2022 | 2.00% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 246,358.11 | \$ 248,350.11 |
| BOOK VALUE | 021170ES3 | 04/20/2022 | 10/30/2023 | 1.00% | \$ 249,000.00 | \$ 249,000.00 |
| MARKET VALUE | | | | | \$ 248,208.71 | \$ 248,257.98 |
| BOOK VALUE | 73317AAZ5 | 05/04/2022 | 11/04/2022 | 2.15% | \$ 248,000.00 | \$ 248,000.00 |
| MARKET VALUE | | | | | \$ 245,329.04 | \$ 247,243.60 |
| BOOK VALUE | 05000XFR0 | 06/10/2022 | 12/11/2023 | 2.50% | \$ 246,000.00 | \$ 246,000.00 |
| MARKET VALUE | | | | | \$ 242,934.84 | \$ 244,551.06 |

| | | | | | | | | |
|--------------|-----------|------------|------------|-------|----|------------|----|------------|
| BOOK VALUE | 121331AM4 | 08/05/2022 | 05/2024 | 3.35% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 243,377.58 | \$ | 244,276.47 |
| BOOK VALUE | 14042RTF8 | 8/3/2022 | 8/5/2024 | 3.35% | \$ | 245,000.00 | \$ | 245,000.00 |
| MARKET VALUE | | | | | \$ | 244,219.20 | \$ | 240,345.00 |
| BOOK VALUE | 319137BH7 | 8/17/2022 | 8/17/2023 | 2.95% | \$ | 242,000.00 | \$ | - |
| MARKET VALUE | | | | | \$ | 241,220.76 | \$ | - |
| BOOK VALUE | 60520BAG5 | 8/12/2022 | 8/11/2023 | 2.95% | \$ | 242,000.00 | \$ | - |
| MARKET VALUE | | | | | \$ | 242,000.00 | \$ | - |
| BOOK VALUE | 81890UP79 | 8/4/2022 | 8/5/2024 | 3.35% | \$ | 245,000.00 | \$ | 245,000.00 |
| MARKET VALUE | | | | | \$ | 239,502.20 | \$ | 240,345.00 |
| BOOK VALUE | 61788ELE1 | 8/4/2022 | 8/5/2024 | 3.30% | \$ | 245,000.00 | \$ | 245,000.00 |
| MARKET VALUE | | | | | \$ | 239,372.35 | \$ | 240,244.55 |
| BOOK VALUE | 34520LAB9 | 8/18/2022 | 8/18/2024 | 3.35% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 242,827.29 | \$ | 243,556.86 |
| BOOK VALUE | 682212AD5 | 8/13/2022 | 8/18/2024 | 3.33% | \$ | 245,000.00 | \$ | 245,000.00 |
| MARKET VALUE | | | | | \$ | 238,953.40 | \$ | 239,668.80 |
| BOOK VALUE | 254673R95 | 8/13/2022 | 8/13/2024 | 3.40% | \$ | 245,000.00 | \$ | 245,000.00 |
| MARKET VALUE | | | | | \$ | 239,132.25 | \$ | 239,832.95 |
| BOOK VALUE | 318077EF9 | 10/18/2022 | 04/18/2024 | 4.25% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 246,791.37 | \$ | 247,319.25 |
| BOOK VALUE | 45385JAE8 | 10/12/2022 | 04/12/2024 | 4.40% | \$ | 244,000.00 | \$ | 244,000.00 |
| MARKET VALUE | | | | | \$ | 240,793.84 | \$ | 240,859.72 |
| BOOK VALUE | 7418ONUE1 | 10/18/2022 | 4/18/2024 | 4.30% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 245,379.54 | \$ | 245,466.69 |
| BOOK VALUE | 3912OVTC8 | 10/21/2022 | 10/21/2024 | 4.40% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 245,670.87 | \$ | 245,698.26 |
| BOOK VALUE | 800384EQ0 | 11/16/2022 | 11/15/2024 | 4.90% | \$ | 244,000.00 | \$ | 244,000.00 |
| MARKET VALUE | | | | | \$ | 242,172.44 | \$ | 241,894.28 |
| BOOK VALUE | 320056CP9 | 11/16/2022 | 11/18/2024 | 4.90% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 247,149.93 | \$ | 246,858.60 |
| BOOK VALUE | 27002YFH4 | 12/7/2022 | 12/09/2024 | 4.50% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 245,710.71 | \$ | 245,623.56 |
| BOOK VALUE | 307811FT1 | 12/13/2022 | 12/13/2024 | 4.55% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 245,860.11 | \$ | 245,740.59 |
| BOOK VALUE | 7014AEE0 | 12/16/2022 | 12/16/2024 | 4.85% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 246,208.22 | \$ | 246,021.96 |
| BOOK VALUE | 72348MAH4 | 12/14/2022 | 12/16/2024 | 4.70% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 246,368.07 | \$ | 246,158.91 |
| BOOK VALUE | 05649CHT0 | 1/27/2023 | 1/21/2025 | 4.50% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 245,459.22 | \$ | 245,319.78 |
| BOOK VALUE | 178180GV1 | 1/29/2023 | 1/27/2025 | 4.50% | \$ | 244,000.00 | \$ | 244,000.00 |
| MARKET VALUE | | | | | \$ | 240,549.84 | \$ | 240,393.88 |
| BOOK VALUE | 49306SK54 | 4/28/2023 | 10/28/2023 | 5.00% | \$ | 243,000.00 | \$ | 243,000.00 |
| MARKET VALUE | | | | | \$ | 242,193.24 | \$ | 242,285.58 |
| BOOK VALUE | 32026UL53 | 4/28/2023 | 7/28/2024 | 4.95% | \$ | 243,000.00 | \$ | 243,000.00 |
| MARKET VALUE | | | | | \$ | 241,688.36 | \$ | 241,687.80 |
| BOOK VALUE | 612103UG0 | 4/7/2023 | 7/28/2024 | 4.95% | \$ | 249,000.00 | \$ | 249,000.00 |
| MARKET VALUE | | | | | \$ | 247,623.03 | \$ | 247,615.56 |
| BOOK VALUE | 95783PLV1 | 4/27/2023 | 10/28/2024 | 5.00% | \$ | 243,000.00 | \$ | 243,000.00 |
| MARKET VALUE | | | | | \$ | 241,554.15 | \$ | 241,255.26 |

| | | | | | | | | |
|--------------|-----------|-----------|------------|--------|----|---------------|----|---------------|
| BOOK VALUE | 227583CW1 | 8/23/2023 | 12/23/2024 | 5.25% | \$ | 243,000.00 | \$ | 243,000.00 |
| MARKET VALUE | | | | | \$ | 242,300.16 | \$ | 241,767.99 |
| BOOK VALUE | 3486FTDF3 | 6/23/2023 | 12/23/2024 | 5.15% | \$ | 248,000.00 | \$ | 248,000.00 |
| MARKET VALUE | | | | | \$ | 246,933.60 | \$ | 246,459.92 |
| BOOK VALUE | 02357QBY2 | 6/16/2023 | 6/16/2026 | 5.00% | \$ | 248,000.00 | \$ | 248,000.00 |
| MARKET VALUE | | | | | \$ | 246,055.68 | \$ | 245,515.04 |
| BOOK VALUE | 04911LAN3 | 7/17/2023 | 7/17/2026 | 5.050% | \$ | - | \$ | 243,000.00 |
| MARKET VALUE | | | | | \$ | - | \$ | 240,693.93 |
| BOOK VALUE | | | | | \$ | 11,114,000.00 | \$ | 12,341,000.00 |
| MARKET VALUE | | | | | \$ | 10,943,731.98 | \$ | 12,202,906.36 |

ACTIVITY BY FUND

Quarter Ending JUNE 30, 2023

| ACCOUNT NAME | COUNTY FUND # | Beginning Balance JUNE 30, 2023 | Deposits | Withdrawals | Interest Earned | Ending Balance SEPTEMBER 30, 2023 |
|--------------------------|---------------|------------------------------------|------------------|------------------|-----------------|--------------------------------------|
| GENERAL | 1 | \$ 50,478,529.04 | \$ 11,502,546.12 | \$ 12,893,000.00 | \$ 473,551.89 | \$ 49,561,627.05 |
| ROAD IMPROVEMENT FUND | 2 | \$ 1,867,225.42 | | | \$ 25,960.34 | \$ 1,893,185.76 |
| RB#1 | 3 | \$ 2,877,354.14 | | \$ 480,000.00 | \$ 38,204.17 | \$ 2,435,558.31 |
| RB#2 | 4 | \$ 2,456,743.96 | | \$ 325,000.00 | \$ 32,712.50 | \$ 2,164,456.46 |
| RB#3 | 5 | \$ 1,886,810.72 | | \$ 510,000.00 | \$ 24,627.67 | \$ 1,401,438.39 |
| RB#4 | 6 | \$ 3,052,778.56 | | \$ 350,000.00 | \$ 40,396.02 | \$ 2,743,174.58 |
| ADULT PROBATION | 7 | \$ 1,125,580.99 | | \$ 125,000.00 | \$ 14,645.94 | \$ 1,015,226.93 |
| JUVENILE PROBATION | 8 | \$ 4,544.32 | | | \$ 62.58 | \$ 4,606.90 |
| FMM#1 | 9 | \$ 3,012,656.70 | | \$ 293,000.00 | \$ 40,358.94 | \$ 2,760,015.64 |
| FMM#2 | 10 | \$ 1,062,364.86 | | \$ 488,000.00 | \$ 12,311.84 | \$ 588,676.70 |
| FMM#3 | 11 | \$ 1,134,990.16 | | \$ 641,000.00 | \$ 12,079.44 | \$ 506,069.60 |
| FMM#4 | 12 | \$ 1,785,217.79 | | \$ 730,000.00 | \$ 20,692.04 | \$ 1,075,909.83 |
| LATERAL ROADS | 13 | \$ 386,449.62 | | | \$ 5,323.34 | \$ 391,772.96 |
| CO & DC COURT TECH | 14 | \$ - | | | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ 212,683.69 | | | \$ 2,840.64 | \$ 215,524.33 |
| DC ARCHIVES REC MGT | 16 | \$ 177,470.71 | | | \$ 2,370.33 | \$ 179,841.04 |
| JURY | 17 | \$ 72,010.75 | | | \$ 991.95 | \$ 73,002.70 |
| PERM IMPROVE | 18 | \$ 8,925,443.27 | \$ 12,197.52 | \$ 210,000.00 | \$ 122,436.20 | \$ 8,850,078.99 |
| LAW LIBRARY | 19 | \$ - | | | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ 0.00 | | | \$ - | \$ 0.00 |
| REC MGMT | 21 | \$ 2,151,685.22 | | \$ 65,000.00 | \$ 28,972.15 | \$ 2,115,657.37 |
| CC ARCHIVES | 22 | \$ 1,847,155.06 | | \$ 80,000.00 | \$ 23,553.57 | \$ 1,790,708.63 |
| ROW AVAILABLE | 23 | \$ 153,868.22 | | \$ - | \$ 2,071.73 | \$ 155,939.95 |
| FIRE MARSHALL SPECIAL | 24 | \$ - | | | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | | | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ 237,787.56 | | | \$ 3,175.94 | \$ 240,963.50 |
| RD#1 | 27 | \$ 998,105.45 | | \$ 109,361.52 | \$ 12,502.90 | \$ 901,246.83 |
| RD#6 | 28 | \$ 15,800.02 | | | \$ 217.64 | \$ 16,017.66 |
| RD#16 | 29 | \$ 206,297.20 | | | \$ 2,841.74 | \$ 209,138.94 |
| DA CHK PROCESS | 30 | \$ 136,969.03 | | | \$ 1,886.75 | \$ 138,855.78 |
| DA DRUG FORF | 31 | \$ 260,298.61 | | | \$ 3,585.61 | \$ 263,884.22 |
| GEN REC/PRESER | 32 | \$ 731,200.06 | | | \$ 10,072.28 | \$ 741,272.34 |
| CH SECURITY | 33 | \$ 368,428.92 | | | \$ 5,075.11 | \$ 373,504.03 |
| COURT REC. PRES 61.708 | 34 | \$ - | | | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | | | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ 45,241.97 | | \$ 45,200.00 | \$ 64.77 | \$ 106.74 |
| SERIES 93/98 VS | 37 | \$ 0.00 | | | \$ - | \$ 0.00 |
| SERIES 07 MS | 38 | \$ 1,002,072.42 | \$ 26,640.00 | \$ 480,000.00 | \$ 9,271.81 | \$ 557,984.23 |
| GRANT PASS THROUGH | 39 | \$ - | | | \$ - | \$ - |
| CAPITAL PROJECTS | 40 | \$ 2,683,566.60 | | \$ 157,971.00 | \$ 36,320.46 | \$ 2,561,916.06 |
| HIDTA | 41 | \$ - | | | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ 541,009.75 | | | \$ 7,452.42 | \$ 548,462.17 |
| COUNTY CLERK VITALS PRES | 43 | \$ - | | | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | | | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | | | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ 172,879.56 | | | \$ 2,293.22 | \$ 175,172.78 |
| SHRF DRUG FORF | 47 | \$ 367,713.29 | | \$ 7,350.00 | \$ 5,024.05 | \$ 365,387.34 |
| DA DRUG SEIZURE | 48 | \$ 493,036.39 | | \$ 150.00 | \$ 6,789.96 | \$ 499,676.35 |
| JCC | 49 | \$ - | | | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | | | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | | | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | \$ - | | | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | | | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | | | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | | | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | | | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | \$ - | | | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | \$ 34,671,287.17 | | \$ 10,282,743.64 | \$ 375,991.04 | \$ 24,764,534.57 |
| DIVERSION PROGRAM | 65 | \$ - | | | \$ - | \$ - |
| VEHICLE FUND | 68 | \$ - | | | \$ - | \$ - |
| LEVEE 2 | 72 | \$ 334,091.06 | | | \$ 4,431.72 | \$ 338,522.78 |
| LEVEE 3 | 73 | \$ 337,742.47 | | | \$ 4,480.16 | \$ 342,222.63 |
| LEVEE 4 | 74 | \$ - | | | \$ - | \$ - |
| | | \$ 128,275,090.73 | \$ 11,541,383.64 | \$ 28,272,776.16 | \$ 1,416,640.86 | \$ 112,959,339.07 |

INVESTMENT INTEREST FOR 3RD QUARTER 2023

| | CO | | JULY | AUGUST | SEPTEMBER | TOTAL |
|--------------------------|--------|----|---------------|---------------|---------------|-----------------|
| ACCOUNT NAME | FUND # | | | | | |
| GENERAL | 1 | 1 | \$ 152,031.48 | \$ 171,808.80 | \$ 149,710.61 | \$ 473,551.89 |
| ROAD IMPROVEMENT FUND | 2 | 2 | \$ 8,499.69 | \$ 8,861.93 | \$ 8,598.72 | \$ 25,960.34 |
| RB#1 | 3 | 3 | \$ 12,938.37 | \$ 13,415.33 | \$ 11,850.47 | \$ 38,204.17 |
| RB#2 | 4 | 4 | \$ 10,993.70 | \$ 11,404.62 | \$ 10,314.18 | \$ 32,712.50 |
| RB#3 | 5 | 5 | \$ 8,510.57 | \$ 8,822.25 | \$ 7,294.85 | \$ 24,627.67 |
| RB#4 | 6 | 6 | \$ 13,707.62 | \$ 14,005.03 | \$ 12,683.37 | \$ 40,396.02 |
| ADULT PROBATION | 7 | 7 | \$ 5,053.69 | \$ 5,000.06 | \$ 4,592.19 | \$ 14,645.94 |
| JUVENILE PROBATION | 8 | 8 | \$ 20.47 | \$ 21.27 | \$ 20.84 | \$ 62.58 |
| FMM1 | 9 | 9 | \$ 13,494.13 | \$ 13,916.12 | \$ 12,948.69 | \$ 40,358.94 |
| FMM2 | 10 | 10 | \$ 4,481.86 | \$ 4,421.95 | \$ 3,408.03 | \$ 12,311.84 |
| FMM3 | 11 | 11 | \$ 4,712.75 | \$ 4,274.44 | \$ 3,092.25 | \$ 12,079.44 |
| FMM4 | 12 | 12 | \$ 7,588.55 | \$ 7,241.33 | \$ 5,862.18 | \$ 20,692.04 |
| LATERAL ROADS | 13 | 13 | \$ 1,742.72 | \$ 1,808.51 | \$ 1,772.11 | \$ 5,323.34 |
| CO & DC COURT TECH | 14 | 14 | \$ - | \$ - | \$ - | \$ - |
| JUSTICE CT TECH | 15 | 15 | \$ 930.56 | \$ 966.44 | \$ 943.64 | \$ 2,840.64 |
| DC ARCHIVES REC MGT | 16 | 16 | \$ 776.49 | \$ 806.43 | \$ 787.41 | \$ 2,370.33 |
| JURY | 17 | 17 | \$ 324.74 | \$ 337.00 | \$ 330.21 | \$ 991.95 |
| PERM IMPROVE | 18 | 18 | \$ 40,249.96 | \$ 41,785.83 | \$ 40,400.41 | \$ 122,436.20 |
| LAW LIBRARY | 19 | 19 | \$ - | \$ - | \$ - | \$ - |
| TRUST & AGENCY | 20 | 20 | \$ - | \$ - | \$ - | \$ - |
| REC MGMT | 21 | 21 | \$ 9,636.05 | \$ 9,766.32 | \$ 9,569.78 | \$ 28,972.15 |
| CC ARCHIVES | 22 | 22 | \$ 7,785.78 | \$ 7,985.74 | \$ 7,782.05 | \$ 23,553.57 |
| ROW AVAILABLE | 23 | 23 | \$ 678.56 | \$ 704.57 | \$ 688.60 | \$ 2,071.73 |
| FIRE MARSHALL SPECIAL | 24 | 24 | \$ - | \$ - | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | 25 | \$ - | \$ - | \$ - | \$ - |
| DC RECORDS TECH | 26 | 26 | \$ 1,040.40 | \$ 1,080.51 | \$ 1,055.03 | \$ 3,175.94 |
| RD#1 | 27 | 27 | \$ 4,265.94 | \$ 4,160.34 | \$ 4,076.62 | \$ 12,502.90 |
| RD#5 | 28 | 28 | \$ 71.25 | \$ 73.84 | \$ 72.45 | \$ 217.64 |
| RDM#6 | 29 | 29 | \$ 930.31 | \$ 955.43 | \$ 946.00 | \$ 2,841.74 |
| DA CHK PROCESS | 30 | 30 | \$ 617.67 | \$ 640.99 | \$ 628.09 | \$ 1,886.75 |
| DA DRUG FORF | 31 | 31 | \$ 1,173.84 | \$ 1,218.14 | \$ 1,193.63 | \$ 3,585.61 |
| GEN REC/PRESER | 32 | 32 | \$ 3,297.40 | \$ 3,421.87 | \$ 3,353.01 | \$ 10,072.28 |
| CH SECURITY | 33 | 33 | \$ 1,661.46 | \$ 1,724.17 | \$ 1,689.48 | \$ 5,075.11 |
| COURT REC. PRES 51.708 | 34 | 34 | \$ - | \$ - | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | 35 | \$ - | \$ - | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | 36 | \$ 63.82 | \$ 0.48 | \$ 0.47 | \$ 64.77 |
| SERIES 93/95 98 | 37 | 37 | \$ - | \$ - | \$ - | \$ - |
| SERIES 07 1&S | 38 | 38 | \$ 4,195.96 | \$ 2,551.91 | \$ 2,523.94 | \$ 9,271.81 |
| GRANT PASS THROUGH | 39 | 39 | \$ - | \$ - | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | 40 | \$ 12,202.83 | \$ 12,481.57 | \$ 11,636.06 | \$ 36,320.46 |
| HIDTA | 41 | 41 | \$ - | \$ - | \$ - | \$ - |
| SHERIFF FED FORF | 42 | 42 | \$ 2,439.73 | \$ 2,531.82 | \$ 2,480.87 | \$ 7,452.42 |
| COUNTY CLERK VITALS PRES | 43 | 43 | \$ - | \$ - | \$ - | \$ - |
| HAZARD MITIGATION | 44 | 44 | \$ - | \$ - | \$ - | \$ - |
| ADULT COM CORR | 45 | 45 | \$ - | \$ - | \$ - | \$ - |
| SHRF SEIZURE | 46 | 46 | \$ 750.77 | \$ 781.19 | \$ 761.26 | \$ 2,293.22 |
| SHRF DRUG FORF | 47 | 47 | \$ 1,658.23 | \$ 1,713.06 | \$ 1,652.76 | \$ 5,024.05 |
| DA DRUG SEIZURE | 48 | 48 | \$ 2,223.16 | \$ 2,306.61 | \$ 2,260.19 | \$ 6,789.96 |
| JCC | 49 | 49 | \$ - | \$ - | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | 51 | \$ - | \$ - | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | 54 | \$ - | \$ - | \$ - | \$ - |
| CONST # 4 SEIZURE | 55 | 55 | \$ - | \$ - | \$ - | \$ - |
| CONST #2 FORF | 56 | 56 | \$ - | \$ - | \$ - | \$ - |
| CONST #1 FORF | 57 | 57 | \$ - | \$ - | \$ - | \$ - |
| CONST #4 FORF | 58 | 58 | \$ - | \$ - | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | 59 | \$ - | \$ - | \$ - | \$ - |
| TRUANCY & PREVENTION | 61 | 61 | \$ - | \$ - | \$ - | \$ - |
| AMERICAN RESCUE PLAN | 63 | 63 | \$ 146,926.48 | \$ 116,644.71 | \$ 112,419.85 | \$ 375,991.04 |
| DIVERSION PROGRAM | 65 | 65 | \$ - | \$ - | \$ - | \$ - |
| VEHICLE FUND | 68 | 68 | \$ - | \$ - | \$ - | \$ - |
| LEVEE 2 | 72 | 68 | \$ 1,450.92 | \$ 1,509.85 | \$ 1,471.15 | \$ 4,431.72 |
| LEVEE 3 | 73 | 72 | \$ 1,466.77 | \$ 1,526.15 | \$ 1,487.24 | \$ 4,480.16 |
| LEVEE 4 | 74 | 73 | \$ - | \$ - | \$ - | \$ - |
| | | | \$ 490,694.68 | \$ 482,687.51 | \$ 442,358.67 | \$ 1,415,640.86 |

Reportfolio

First Financial Bankshares Inc, Abilene, TX
 Published: 10/2/2023 11:12:55 AM

Management Report
 Pledged To: ELLIS COUNTY

Date: 30-Sep-23
 Page: 96
 Section V-C

| Location | Code | Cusip | Description | Maturity | Prerefund | Pool | Moody | Original Faces | Pledged | Original Face Value | Pledged | Pledged | Pledged | Market Value |
|--|------|--------|--------------------------------|-----------|-----------|--------|---------|-----------------|-----------------|---------------------|-----------------|-----------------|---------|--------------|
| | | Trans# | | | | Coupon | StdPoor | Pledged Percent | Par Value | Value | Book Value | Value | Value | |
| FNBK1 | | | EL PASO TX INDEP SCH DIST | 8/15/2045 | | 4.000 | Aaa | 100.00% | \$13,130,000.00 | \$13,130,000.00 | \$14,483,144.98 | \$11,679,822.80 | | |
| FROST NATIONAL BANK AFS | | | | | | | | | | | | | | |
| FNBK1 | | | HARRIS CNTY TX TOLL ROAD REVEN | 8/15/2045 | | 4.000 | Aa2 | 100.00% | \$2,500,000.00 | \$2,500,000.00 | \$2,850,870.86 | \$2,202,775.00 | | |
| FROST NATIONAL BANK AFS | | | | | | | | | | | | | | |
| FNBK1 | | | LEANDER TX INDEP SCH DIST | 8/15/2045 | | 4.000 | AAA | 100.00% | \$10,000,000.00 | \$10,000,000.00 | \$11,569,080.54 | \$8,895,600.00 | | |
| FROST NATIONAL BANK AFS | | | | | | | | | | | | | | |
| FNBK1 | | | LEANDER TX INDEP SCH DIST | 8/15/2045 | | 4.000 | AAA | 100.00% | \$15,000,000.00 | \$15,000,000.00 | \$17,353,620.81 | \$13,343,400.00 | | |
| FROST NATIONAL BANK AFS | | | | | | | | | | | | | | |
| 4 Mini Tax Exempt - Fixed Rate | | | | | | | | | | | | | | |
| Total Pledged 4 To: ELLIS COUNTY | | | | | | | | | | | | | | |
| \$0.00 Munis with Maturity Under 2 Years | | | | | | | | | | | | | | |
| \$40,630,000.00 Munis with Maturity Over 2 Years | | | | | | | | | | | | | | |
| \$40,630,000.00 | | | | | | | | | | | | | | |
| \$46,256,717.19 | | | | | | | | | | | | | | |
| \$38,121,697.80 | | | | | | | | | | | | | | |

\$0.00 Other securities with Stated Maturity Under 2 Years
 \$0.00 Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Reportfolio

First Financial Bankshares Inc, Abilene, TX
 Published: 10/2/2023 11:12:55 AM

Management Report
 Pledged To: ELLIS COUNTY CSCD DIVISION

Date: 30-Sep-23
 Page: 91

Section V-C

| Location | Code | Cusip Trans# | Description Maturity | Prerefund | Pool Coupon | Moody Std/Poor | Original Face Pledged Percent | Original Face Value | Pledged Par Value | Pledged Book Value | Pledged Market Value |
|--|------|--------------|--|-----------|--------------|----------------|-------------------------------|---------------------|-------------------|--------------------|----------------------|
| FNBK1 | | | U.S. Treasury Note 15/2025 | | 2.000 | Aaa | \$10,000,000.00 5.00% | \$500,000.00 | \$500,000.00 | \$491,101.41 | \$472,265.65 |
| FROST NATIONAL BANK AFS | | | | | | | | | | | |
| 1 US Treasury Notes & Bonds | | | | | | | | | | | |
| FNBK1 | | | FHLMC Pool #RC1891 3/1/2038 | | RC1891 2.000 | | \$17,682,028.00 2.26% | \$400,000.00 | \$298,869.94 | \$307,154.57 | \$255,278.48 |
| FROST NATIONAL BANK AFS | | | | | | | | | | | |
| 1 MBS - Fixed Rate | | | | | | | | | | | |
| FNBK1 | | | DANBURY TX HGR EDU AUTH INC ED 8/15/2035 | | 4.000 | NA AAA | \$340,000.00 100.00% | \$340,000.00 | \$340,000.00 | \$342,611.42 | \$328,300.60 |
| FROST NATIONAL BANK AFS | | | | | | | | | | | |
| 1 Munl Tax Exempt - Fixed Rate | | | | | | | | | | | |
| 3 To: ECCS ELLIS COUNTY CSCD DIVISION | | | | | | | | | | | |
| Total Pledged | | | | | | | | | | | |
| | | | | | | | | \$1,240,000.00 | \$1,136,869.94 | \$1,140,867.40 | \$1,055,844.71 |
| \$0.00 Munis with Maturity Under 2 Years \$340,000.00 Munis with Maturity Over 2 Years \$500,000.00 Other securities with Stated Maturity Under 2 Years \$298,869.94 Other securities with Stated Maturity Over 2 Years | | | | | | | | | | | |

** If no data is shown, then there are no pledges for the current period.

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: October 24, 2023 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: October 31, 2023

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

1. Approval of Commissioner's Court Regular Meeting Minutes from October 17, 2023.
-
-
-
-
-
-
-
-

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – OCTOBER 17, 2023

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, OCTOBER 17, 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

PRECINCT 1 COMMISSIONER RANDY STINSON

PRECINCT 2 COMMISSIONER LANE GRAYSON

PRECINCT 3 COMMISSIONER PAUL PERRY

PRECINCT 4 COMMISSIONER KYLE BUTLER

OPENING COURT:

COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER PERRY, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE. – *PRECINCT 1 COMMISSIONER RANDY STINSON*

CONSENT AGENDA: MINUTE ORDER 467.23

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A2 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM OCTOBER 3, 2023. – *COUNTY CLERK KRYSTAL VALDEZ*
- A3 ACCEPTING THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR SEPTEMBER 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *JUSTICE OF THE PEACE, PRECINCT 1, HON. CHRIS MACON*
- A4 ACCEPTING THE JUSTICE OF THE PEACE, PRECINCT 2 MONTHLY REPORT FOR SEPTEMBER 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *JUSTICE OF THE PEACE, PRECINCT 2, HON. JACKIE MILLER, JR*
- A5 ACCEPTING THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR SEPTEMBER 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *JUSTICE OF THE PEACE, PRECINCT 4, HON. LOUIS PONDER*
- A6 ACCEPTING OF A TABULATED REPORT OF THE COUNTY'S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM SEPTEMBER 23-OCTOBER 1, 2023, PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- A7 ACCEPTING OF THE DEPARTMENT OF DEVELOPMENT'S MONTHLY FINANCIAL REPORT FOR SEPTEMBER 23, PURSUANT TO LOCAL GOVERNMENT CODE §114.044. – *DEPARTMENT OF DEVELOPMENT DIRECTOR ALBERTO MARES*

- A8 APPROVING TO AMEND RESOLUTION ASSIGNING PRIVATE ACTIVITY BOND AUTHORITY TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ON BEHALF OF THE NORTH CENTRAL HOUSING FINANCE CORPORATION FROM THE AMOUNT OF \$50,000,000.00 TO \$54,000,000.00; REFERENCE MINUTE ORDER #367.23. – *COUNTY JUDGE TODD LITTLE*
- A9 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF ELLIS AND THE CITY OF GARRETT, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE. – *PRECINCT 2 COMMISSIONER LANE GRAYSON*
- A10 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF ELLIS AND THE CITY OF ENNIS, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE. – *PRECINCT 2 COMMISSIONER LANE GRAYSON*
- A11 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF ELLIS AND THE AVALON INDEPENDENT SCHOOL DISTRICT, PURSUANT TO THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE. – *PRECINCT 2 COMMISSIONER LANE GRAYSON*

FINANCIAL:

- F1 ACCEPTING OF FUNDS FROM THE SALE OF RIGHT-OF-WAY TO ONCOR IN THE AMOUNT OF \$92,020.00 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET FOR UNANTICIPATED REVENUE:
- INCREASE 018-0908-507020 (BUILDING REPAIRS & IMPROVEMENTS) BY \$92,020.00
- PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- F2 ACCEPTING OF FUNDS FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR A VACCINE HUB EXPENSE REIMBURSEMENT IN THE AMOUNT OF \$29,304.89 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET FOR UNANTICIPATED REVENUE:
- INCREASE 018-0908-507020 (BUILDING REPAIRS & IMPROVEMENTS) BY \$29,304.89
- PURSUANT TO LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE CERTIFIED BY COUNTY AUDITOR. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
- F3 FY2023 LINE-ITEM TRANSFER – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*
 DECREASE 001-0030-508020 (EQUIPMENT) BY \$2,500.00
 DECREASE 001-0030-508050 (CONFERENCE) BY \$300.00
 INCREASE 001-0030-508030 (FURNITURE) BY \$200.00
 INCREASE 001-0030-505500 (LONGEVITY) BY \$500.00
 INCREASE 001-0030-507030 (TELEPHONE) BY \$600.00
 INCREASE 001-0030-508350 (TRAINING) BY \$1,500.00
- F4 FY2023 LINE-ITEM TRANSFER – *FIRE MARSHAL TIM BIRDWELL*
 DECREASE 001-0450-508020 (EQUIPMENT) BY \$400.00
 INCREASE 001-0450-508080 (AUTO GAS) BY \$400.00
- F5 FY2023 LINE-ITEM TRANSFER – *PRECINCT 2 COMMISSIONER LANE GRAYSON*
 DECREASE 010-0653-509080 (FM2 LUMBER) BY \$6,000.00
 INCREASE 010-0653-509090 (FM2 REPAIRS PARTS) BY \$3,000.00
 INCREASE 010-0653-509180 (FM2 HARDWARE/TOOLS) BY \$3,000.00
- F6 FY2023 LINE-ITEM TRANSFER – *TAX COLLECTOR RICHARD ROZIER*
 DECREASE 001-0370-508010 (SUPPLIES) BY \$1,300.00
 INCREASE 001-0370-508040 (POSTAGE) BY \$1,300.00

- F7 FY2023 LINE-ITEM TRANSFER – COUNTY TREASURER CHERYL CHAMBERS
DECREASE 001-0400-508190 (COMPUTER) BY \$136.00
INCREASE 001-0400-506010 (TRAVEL) BY \$136.00
- F8 FY2023 LINE-ITEM TRANSFER – PRECINCT 2 CONSTABLE CASEY BORDERS
DECREASE 001-0612-508010 (SUPPLIES) BY \$2,455.42
DECREASE 001-0612-508190 (COMPUTER EQUIPMENT) BY \$327.39
INCREASE 001-0612-508020 (EQUIPMENT) BY \$2,782.81
- F9 FY2023 LINE-ITEM TRANSFER – COUNTY JUDGE TODD LITTLE
DECREASE 001-0140-505580 (CONTINGENCIES/RESERVE) BY \$2,250.00
INCREASE 001-0425-505030 (CERTIFICATION PAY) BY \$2,250.00

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

REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:

DEPARTMENT OF DEVELOPMENT

MINUTE ORDER 468.23 (1.1) APPROVING A PLAT OF SHAW BURGESS ADDITION, LOTS R1 & R2, BEING A REPLAT OF SHAW BURGESS, LOTS 1 & 2. THE ± 13.82 ACRE SITE IS LOCATED ± 535 FEET WEST OF THE INTERSECTION OF WILSON ROAD AND BOYCE ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF PALMER, ROAD AND BRIDGE PRECINCT 1.

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

MINUTE ORDER 469.23 (1.2) APPROVING A PLAT OF TAMEZ COFFEE ADDITION, LOTS 7B1 & 7B2, BEING A REPLAT OF GREEN ACRES NORTH, LOT 7B. THE ± 2.82 ACRE SITE IS LOCATED ± 510 FEET NORTH OF THE INTERSECTION OF COFFEE ROAD AND FM 878, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF PALMER, ROAD AND BRIDGE PRECINCT No. 1.

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

MINUTE ORDER 470.23 (1.3) APPROVING A PLAT OF 419 BRAZIER ADDITION, BEING A REPLAT OF ENSIGN ESTATES, LOTS 5A. THE ± 4.956 ACRE SITE IS LOCATED ± 1,450 FEET NORTH OF THE INTERSECTION OF BRAZIER ROAD AND BURNHAM SQUARE ROAD, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

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

MINUTE ORDER 471.23 (1.4) APPROVING TO RATIFY THE ACTION ON A PLAT OF NASH ADDITION. THE ± 9.797 ACRE SITE IS LOCATED ± 1,395 FEET WEST OF THE INTERSECTION OF KIRKPATRICK ROAD AND HWY. 34, SITUATED IN THE A. DE LA GARZA SURVEY, ABSTRACT No. 2, IN THE EXTRATERRITORIAL

JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2, SUBJECT TO THE FOLLOWING CONDITIONS:

- DEDICATE 10 FEET OF RIGHT OF WAY FOR KIRKPATRICK ROAD TO COMPLY WITH THE THOROUGHFARE PLAN.
- UPDATE THE METES AND BOUNDS DESCRIPTION TO MATCH THE PLAT DRAWING.
- UPDATE THE FEMA INFORMATION ON THE PLAT.

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

MINUTE ORDER 472.23 (1.5) APPROVING TO RATIFY THE ACTION ON A PLAT OF NEWMAN ADDITION. THE ± 1.305 ACRE SITE IS LOCATED ± 1,260 FEET NORTH OF THE INTERSECTION OF BRAZIER ROAD AND BURNHAM SQUARE ROAD, SITUATED IN THE A. GONSABA SURVEY, ABSTRACT NO. 381, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2.

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

MINUTE ORDER 473.23 (1.6) APPROVING A PLAT OF RICHARDSON'S ADDITION LOTS 2R-A & 2R-B, BEING A REPLAT OF RICHARDSON'S ADDITION, LOT 2. THE ± 7.754 ACRE SITE IS LOCATED ± 1,600 FEET SOUTH OF THE INTERSECTION OF CODY ROAD AND OLD TELICO ROAD, ENNIS, ROAD AND BRIDGE PRECINCT NO. 2, SUBJECT TO THE FOLLOWING CONDITION:

- DEDICATE AT LEAST FIVE (5) FEET OF RIGHT-OF-WAY ALONG CODY ROAD PRIOR TO THE FILING OF THE PLAT.

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

MINUTE ORDER 474.23 (1.7) APPROVING TO RATIFY A PLAT OF TELLO ESTATES. THE ± 3.454 ACRE SITE IS LOCATED ± 995 FEET EAST OF THE INTERSECTION OF OLD TELICO ROAD AND CODY ROAD, SITUATED IN THE A GARZA SURVEY, ABSTRACT NO. 2, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ENNIS, ROAD AND BRIDGE PRECINCT NO. 2.

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

MINUTE ORDER 475.23 (1.8) APPROVING A REQUEST OF A VARIANCE TO SECTION II (A) & (O), VOLUME III (STANDARD CONSTRUCTION DETAILS) TO ALLOW THE CONSTRUCTION OF THE PROPOSED NEWSTONE COURT EXTENSION BELOW THE MINIMUM PAVEMENT, SUBGRADE, DRAINAGE, AND PRIVATE SUBDIVISION REQUIREMENTS NEAR 220 & 221 NEWSTONE COURT – A PRIVATE ROAD. THE ± 7.184 ACRE SITE IS LOCATED ± 255 FEET FROM THE INTERSECTION OF NEWSTONE COURT & GREYSTONE TERRACE, MIDLOTHIAN, ROAD & BRIDGE PRECINCT NO. 3, SUBJECT TO THE FOLLOWING CONDITIONS:

- THE PROPOSED EXTENSION OF NEWSTONE COURT (APPROX. 330 FEET) SHALL BE DESIGNED AND BUILT TO BE 22 FEET WIDE.
- THE PROPOSED EXTENSION OF NEWSTONE COURT SHALL CONFORM TO ALL CURRENT COUNTY ROAD STANDARDS.

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

MINUTE ORDER 476.23 (1.9) APPROVING A FINAL PLAT OF MM TRACT. THE ± 1.70 ACRE SITE IS LOCATED ± 1,275 FEET EAST OF THE INTERSECTION OF PATRICK ROAD AND O'BRIEN ROAD, SITUATED IN THE CARTER H. HURST SURVEY, ABSTRACT NO. 456, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WAXAHACHIE, ROAD AND BRIDGE PRECINCT NO. 4.

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

MINUTE ORDER 477.23 (1.10) APPROVING TO AMEND THE COUNTY'S FLOOD DAMAGE PREVENTION ORDER, LAST ADOPTED ON JUNE 3, 2013, UNDER MINUTE ORDER No. 182.13. THESE PROPOSED AMENDMENTS PRIMARILY ADDRESS: (1) ADOPTING NEW FEMA FLOOD MAPS TO CONTINUE THE COUNTY'S PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), (2) ESTABLISHING EXPIRATION DATES ON PERMITS, (3) ESTABLISHING UPDATED INTERPRETATION, PERMITTING, VARIANCE & FLOOD STUDY PROCEDURES ALONG WITH OTHER CHANGES IN RELATED ARTICLES, SECTIONS, AND PARAGRAPHS, AND ANY OTHER RELATED ADDITIONS, DELETIONS, AND CHANGES, PROVIDING A CONFLICTS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE, WITH THE FOLLOWING CHANGE TO SECTION IV (B)(12) TO READ AS FOLLOWS:

- (A) NO PRIOR NOTIFICATION IS REQUIRED IT:
- (I) THERE IS AN ACTIVE PERMIT APPLICATION ON THE PROPERTY OR,
 - (II) A PUBLIC FLOOD-TYPE EMERGENCY AS DETERMINED BY THE FLOODPLAIN ADMINISTRATOR OCCURS.

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

PURCHASING

MINUTE ORDER 478.23 (2.1) APPROVING THE PURCHASE OF HARDWARE FOR THE PALO ALTO FIREWALL EQUIPMENT REFRESH FROM SAFARI MICRO FOR THE SHERIFF'S OFFICE IN THE AMOUNT OF \$164,322.24, PLUS UP TO \$3,500 FOR SHIPPING, USING DIR-CPO-4846 FOR A PROJECT APPROVED IN THE FY2023-2024 BUDGET.

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

MINUTE ORDER 479.23 (2.2) APPROVING TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH T.F.R. ENTERPRISES, INC. (PRIMARY) AND CERES ENVIRONMENTAL SERVICES, INC. (SECONDARY) FOR RFP-2023-002 DEBRIS REMOVAL. NO FUNDS WILL BE EXPENDED UNLESS THERE IS AN EMERGENCY.

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

MINUTE ORDER 480.23 (2.3) APPROVING CHANGE ORDER #PCO #008 TO THE ROGERS-O'BRIEN CONTRACT (MINUTE ORDER 255.23) FOR THE REPLACEMENT OF SEWER GUT-LINES WITH NEW SEWER LINES FROM FIVE (5) FEET OUTSIDE OF THE BUILDING TO THE EXISTING MANHOLE AT ELLIS COUNTY CENTRAL IN AN AMOUNT OF \$58,634.00.

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

MINUTE ORDER 481.23 (2.4) APPROVING FOR THE COUNTY JUDGE TO SIGN AN AGREEMENT WITH AMERICAN NATIONAL LEASING TO PURCHASE ONE (1) 2023 FORD F-150 POLICE RESPONDER XL 4WD SUPERCREW IN AN AMOUNT OF \$69,960.00 FROM ROCKDALE COUNTRY FORD USING BUYBOARD COOPERATIVE CONTRACT #601-19 FOR THE ELLIS COUNTY FIRE MARSHAL'S OFFICE.

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

MINUTE ORDER 482.23 (2.5) APPROVING TO GRANT AN EXEMPTION UNDER SECTION 262.024(1), LOCAL GOVERNMENT CODE, FROM THE BIDDING REQUIREMENTS OF SECTION 262.023, LOCAL GOVERNMENT CODE FOR THE PURCHASE OF A 2020 FORD F-350 SERVICE BODY TRUCK. ROAD AND BRIDGE PRECINCT No. 2.

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

MINUTE ORDER 483.23 (2.6) APPROVING THE PURCHASE OF A 2020 FORD F-350 SERVICE BODY TRUCK FROM CENTURY TRUCK AND VANS IN AN AMOUNT OF \$86,326.94.

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

MINUTE ORDER 484.23 (2.7) APPROVING TO SOLICIT A REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR A PROFESSIONAL ENGINEER OR ENGINEERING FIRM TO REVIEW THE COUNTY'S FLOOD STUDY.

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

ADMINISTRATIVE

MINUTE ORDER 485.23 (3.1) APPROVING TO AWARD COUNTY-APPOINTED SPECIAL ADVOCATES (CASA) OF ELLIS COUNTY THE AMOUNT OF \$50,000.00 FOR FY24 YEARLY SERVICES. – *COUNTY JUDGE TODD LITTLE*

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

MINUTE ORDER 486.23 (3.2) APPROVING OF AN ANNUAL RESOLUTION FOR A GRANT TO MEALS ON WHEELS, NORTH CENTRAL TEXAS, INC. IN THE AMOUNT OF \$8,230.50 TO PROVIDE HOME-DELIVERED MEALS TO HOMEBOUND ELLIS COUNTY RESIDENTS FROM OCTOBER 1, 2023 TO SEPTEMBER 30, 2024 IN CO-OPERATION WITH THE TEXAS DEPARTMENT OF AGRICULTURE. – *COUNTY JUDGE TODD LITTLE*

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

MINUTE ORDER 487.23 (3.3) APPROVING FOR THE COUNTY JUDGE TO SIGN THE RESOLUTION FOR THE FY2024 INDIGENT DEFENSE PROGRAM. – *COUNTY JUDGE TODD LITTLE*

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

MINUTE ORDER 488.23 (3.4) APPROVING CSCD TO PAY FOR SERVICES RENDERED FOR SUBSTANCE ABUSE EVALUATION, TREATMENT AND EDUCATION SERVICES BY THE POLO GROUP, LLC IN AN AMOUNT NOT TO EXCEED \$82,000.00. – *CSCD DIRECTOR HECTOR VERDIN*

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

MINUTE ORDER 489.23 (3.5) APPROVING OF THE ANNUAL PAYMENT TO THE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM (TCDRS) IN THE AMOUNT OF \$300,000.00 TO BUY-DOWN COUNTY LIABILITY. PAYMENT WILL COME FROM GENERAL FUND ACCOUNT #001-0140-505540 AND WAS INCLUDED IN THE FY24 BUDGET. – *HUMAN RESOURCES DIRECTOR THERESA TAYLOR*

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

MINUTE ORDER 490.23 (3.6) APPROVING FOR THE COUNTY ATTORNEY TO AMEND THE CURRENT CONTRACT WITH STERICYCLE TO ADD ONE (1) ADDITIONAL CONSOLE. – *COUNTY AND DISTRICT ATTORNEY ANN MONTGOMERY*

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

MINUTE ORDER 491.23 (3.7) APPROVING TO RECLASSIFY THE ASSISTANT AUDITOR – INTERNAL AUDIT POSITION TO ASSISTANT AUDITOR - FINANCIAL. NO INCREASE OF FUNDING IS REQUESTED, AND THE REQUEST WILL BE EFFECTIVE IMMEDIATELY UPON APPROVAL. – *FIRST ASSISTANT COUNTY AUDITOR STACI PARR*

MOTION TO APPROVE BY JUDGE LITTLE, SECONDED BY COMMISSIONER GRAYSON, MOTION CARRIED

RECESS TO EXECUTIVE SESSION **3:00 P.M.**

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

EXECUTIVE SESSION

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

- 4.1 PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING NEGOTIATIONS WITH AMERICAN MEDICAL RESPONSE.
- 4.2 PURSUANT TO TEXAS GOVERNMENT CODE §551.071(1), CONSULTATION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION CONCERNING TCEQ MATTERS, SPECIFICALLY PENDING TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEMS PERMITS (TPDES) AND PENDING PETITIONS FOR THE CREATION OF MUNICIPAL UTILITY DISTRICTS (MUDs).

RECONVENED TO REGULAR SESSION **4:17 P.M.**

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

NO ACTION (3.8) DISCUSSION, CONSIDERATION, AND ACTION ON A NEGOTIATED SETTLEMENT WITH AMERICAN MEDICAL RESPONSE. – *COUNTY JUDGE TODD LITTLE*

ADJOURNMENT **4:18 P.M.**

MOTION TO ADJOURN BY COMMISSIONER STINSON, SECONDED BY COMMISSIONER BUTLER, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON OCTOBER 17, 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 31ST DAY OF OCTOBER 2023.

KRYSTAL VALDEZ, COUNTY CLERK

Ellis County Auditor's Report
September 2023
Fiscal Year 2023

Benchmark for 12 Months = 100.00%

| | <u>2023 Budget</u> | <u>YTD Rev/Exp</u> as of 9/30/2023 | <u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u> | <u>Prior Year</u> <u>YTD</u> | <u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u> | |
|------------------------------------|--------------------|---------------------------------------|---|---------------------------------|---|---------------|
| <i>General Fund Revenues</i> | | | | | | |
| NON-DEPARTMENTAL | 81,674,066 | 73,094,016 | 89.49% | 57,298,629 | 27.57% | |
| AUDITOR | 24,618 | 3,603 | 14.64% | - | N/A | |
| INFORMATION TECHNOLOGY | 249,704 | - | 0.00% | - | N/A | |
| AG EXTENSION | - | - | N/A | - | N/A | |
| DEPARTMENT OF DEVELOPMENT | 593,500 | 609,201 | 102.65% | 634,650 | -4.01% | |
| VETERANS SERVICE OFFICER | 1,383 | 5,036 | 364.14% | 367 | 1272.21% | |
| COVID 19 REVENUES | - | - | 0.00% | - | 0.00% | |
| AUXILLARY COURTHOUSE- CIVIC CENTER | 58,672 | - | 0.00% | 12,450 | 0.00% | |
| VEHICLE REPLACEMENT FUND | - | - | 0.00% | - | 0.00% | |
| 40TH JUDICIAL DISTRICT COURT | - | - | N/A | 75 | -100.00% | |
| ELECTIONS | 250,402 | 297,351 | 118.75% | 197,692 | 50.41% | |
| PURCHASING | 5,000 | 1,358 | 27.17% | - | N/A | |
| DISTRICT CLERK | 765,100 | 982,974 | 128.48% | 882,067 | 11.44% | |
| COUNTY CLERK | 1,788,375 | 1,687,449 | 94.36% | 2,368,188 | -28.75% | |
| SHERIFF REVENUES | 1,662,135 | 273,954 | 16.48% | 323,144 | -15.22% | |
| COUNTY ATTORNEY | 481,209 | 84,794 | 17.62% | 63,195 | 34.18% | |
| TAX COLLECTOR | 1,535,151 | 2,376,066 | 154.78% | 1,606,187 | 47.93% | |
| CIVIL ENGINEER | 330,100 | 410,637 | 124.40% | 9,053 | 4436.17% | |
| COUNTY COURT AT LAW #1 | 173,000 | 315,784 | 182.53% | 193,120 | 63.52% | |
| COUNTY TREASURER | 120 | 51 | 42.50% | 499 | -89.77% | |
| EMERGENCY MANAGEMENT | 1,254 | 38 | 3.02% | 965 | -96.08% | |
| FIRE MARSHAL | - | - | N/A | - | N/A | |
| JUSTICE OF THE PEACE PCT. 1 | 147,625 | 153,426 | 103.93% | 150,643 | 1.85% | |
| JUSTICE OF THE PEACE PCT. 2 | 237,075 | 180,332 | 76.07% | 207,981 | -13.29% | |
| JUSTICE OF THE PEACE PCT. 3 | 112,125 | 95,523 | 85.19% | 104,917 | -8.95% | |
| JUSTICE OF THE PEACE PCT. 4 | 123,575 | 110,047 | 89.05% | 137,669 | -20.06% | |
| CONSTABLE PCT. 1 | 27,575 | 61,709 | 223.79% | 40,310 | 53.09% | |
| CONSTABLE PCT. 2 | 52,500 | 72,158 | 137.44% | 77,550 | -6.95% | |
| CONSTABLE PCT. 3 | 30,000 | 77,998 | 259.99% | 45,761 | 70.45% | |
| CONSTABLE PCT. 4 | 26,500 | 74,186 | 279.95% | 53,554 | 38.53% | |
| UNCLAIMED PROPERTY | - | 14,546 | N/A | - | N/A | |
| LATCF REVENUE | - | 50,000 | N/A | - | N/A | |
| BUDGETED FUND BALANCE | - | - | 0.00% | - | N/A | |
| | 90,350,764 | - | 81,032,236 | 89.69% | 64,408,666 | 25.81% |
| <i>General Fund Expenditures</i> | | | | | | |
| SHERIFF | 16,911,404 | 15,460,653 | 91.42% | 13,353,672 | 15.78% | |
| JAIL | 11,969,227 | 11,518,165 | 96.23% | 10,603,802 | 8.62% | |
| MAINTENANCE | 913,888 | 950,184 | 103.97% | 851,190 | 11.63% | |
| COUNTY AUDITOR | 1,326,836 | 1,358,575 | 102.39% | 1,116,849 | 21.64% | |
| INFORMATION TECHNOLOGY | 1,226,959 | 886,304 | 72.24% | 1,245,523 | -28.84% | |
| TEXAS A&M AGRILIFE EXTENSIONS | 293,772 | 268,695 | 91.46% | 198,592 | 35.30% | |
| DEPARTMENT OF DEVELOPMENT | 1,208,973 | 1,138,280 | 94.15% | 959,095 | 18.68% | |
| VETERANS SERVICE OFFICER | 149,911 | 144,156 | 96.16% | 122,159 | 18.01% | |
| COMMISSIONERS | 592,198 | 584,742 | 98.74% | 526,266 | 11.11% | |
| INDIGENT HEALTH CARE | 3,882,922 | 4,556,993 | 117.36% | 3,307,968 | 37.76% | |
| MENTAL HEALTH JUV EXP | 276,934 | 57,300 | 20.69% | 24,017 | 138.59% | |
| COVID 19 EXPENDITURES | - | (8,339) | N/A | 33 | -25377.96% | |
| VACCINE HUB | - | - | N/A | - | N/A | |
| AUXILLARY COURTHOUSE- CIVIC CENTER | 58,672 | 6,101 | 10.40% | 48,464 | -87.41% | |
| MAY SEVERE WEATHER | - | - | N/A | - | N/A | |
| NON-DEPARTMENTAL | 9,719,554 | 7,307,739 | 75.19% | 6,852,485 | 6.64% | |
| VEHICLE REPLACEMENT FUND | - | - | N/A | - | N/A | |

Ellis County Auditor's Report
September 2023
Fiscal Year 2023

Benchmark for 12 Months = 100.00%

| | <u>2023 Budget</u> | <u>YTD Rev/Exp</u> <u>as of 9/30/2023</u> | <u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u> | <u>Prior Year</u> <u>YTD</u> | <u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u> | |
|---|--------------------|--|---|---------------------------------|---|---------------|
| LEASE PAYMENTS | - | - | 0.00% | - | N/A | |
| CAPITAL LEASES | - | - | N/A | 3,503 | -100.00% | |
| STATE MANDATED INDIGENT LEGAL | 562,787 | 562,787 | 100.00% | - | N/A | |
| 40TH JUDICIAL DISTRICT COURT | 2,250,000 | 2,884,426 | 128.20% | 2,155,843 | 33.80% | |
| 378TH JUDICIAL DISTRICT COURT | 334,079 | 283,092 | 84.74% | 252,326 | 12.19% | |
| 443RD JUDICIAL DISTRICT COURT | 499,550 | 440,400 | 88.16% | 256,893 | 71.43% | |
| INDIGENT DEFENSE | 342,610 | 370,837 | 108.24% | 273,372 | 35.65% | |
| ELECTIONS | 119,893 | 105,620 | 88.10% | 96,429 | 9.53% | |
| PURCHASING | 1,492,198 | 1,275,603 | 85.48% | 1,095,182 | 16.47% | |
| <i>General Fund Expenditures (Continued)</i> | | | | | | |
| DISTRICT CLERK | 579,677 | 541,379 | 93.39% | 429,098 | 26.17% | |
| COUNTY CLERK | 1,268,955 | 1,315,457 | 103.66% | 1,150,579 | 14.33% | |
| HIGHWAY PATROL | 1,587,199 | 1,365,408 | 86.03% | 1,192,801 | 14.47% | |
| GAME WARDEN | 143,545 | 141,221 | 0.00% | 129,028 | 9.45% | |
| COUNTY ATTORNEY | - | 46 | N/A | - | N/A | |
| TAX COLLECTOR | 6,184,283 | 5,570,161 | 90.07% | 4,721,075 | 17.99% | |
| CIVIL ENGINEER | 1,979,377 | 1,694,476 | 85.61% | 1,533,628 | 10.49% | |
| COUNTY COURT AT LAW #1 | 1,518,748 | 1,203,976 | 79.27% | 808,473 | 48.92% | |
| COUNTY COURT AT LAW #2 | 540,349 | 503,584 | 93.20% | 462,326 | 8.92% | |
| COUNTY COURT AT LAW #3 | 500,842 | 477,481 | 95.34% | 405,252 | 17.82% | |
| COUNTY JUDGE | 481,087 | 460,246 | 95.67% | 408,347 | 12.71% | |
| COUNTY TREASURER | 480,322 | 357,368 | 74.40% | 334,105 | 6.96% | |
| JUVENILE SERVICES | 405,796 | 376,743 | 0.00% | 325,936 | 0.00% | |
| JUVENILE DETENTION | - | - | 100.00% | - | 100.00% | |
| JJAEP | - | - | 200.00% | 171 | | |
| HUMAN RESOURCES AND SERVICES | 390,585 | 405,286 | 103.76% | 303,964 | 33.33% | |
| EMERGENCY MANAGEMENT | 343,154 | 284,487 | 82.90% | 329,247 | -13.59% | |
| FIRE MARSHAL | 765,577 | 672,600 | 87.86% | 627,514 | 7.18% | |
| JUSTICE OF THE PEACE PCT.1 | 427,614 | 380,349 | 88.95% | 308,690 | 23.21% | |
| JUSTICE OF THE PEACE PCT.2 | 548,688 | 526,632 | 95.98% | 437,185 | 20.46% | |
| JUSTICE OF THE PEACE PCT.3 | 346,637 | 365,851 | 105.54% | 298,676 | 22.49% | |
| JUSTICE OF THE PEACE PCT.4 | 426,661 | 368,322 | 86.33% | 308,629 | 19.34% | |
| CONSTABLE PCT.1 | 240,649 | 226,040 | 93.93% | 202,007 | 11.90% | |
| CONSTABLE PCT.2 | 334,236 | 242,361 | 72.51% | 214,060 | 13.22% | |
| CONSTABLE PCT.3 | 237,498 | 227,494 | 95.79% | 211,113 | 7.76% | |
| CONSTABLE PCT.4 | 232,335 | 220,521 | 94.92% | 198,782 | 10.94% | |
| INTERFUND TRANSFERS | 15,067,348 | 7,900,527 | 52.43% | 2,936,441 | 169.05% | |
| GRANT N - MENTAL HEALTH SERVICES | - | 125 | N/A | - | N/A | |
| | 89,163,527 | - | 75,980,449 | 85.21% | 61,620,789 | 23.30% |
| <i>Revenues Over/(Under) Expenditures</i> | 1,187,237 | 5,051,786 | | 2,787,876 | | |
| <i>Road & Bridge Funds - Revenues</i> | | | | | | |
| ROAD & BRIDGE PCT. 1 | 3,409,550 | 2,308,203 | 67.70% | 1,752,558 | 31.70% | |
| ROAD & BRIDGE PCT. 2 | 3,167,799 | 2,402,731 | 75.85% | 1,573,199 | 52.73% | |
| ROAD & BRIDGE PCT. 3 | 3,398,777 | 2,400,818 | 70.64% | 1,690,018 | 42.06% | |
| ROAD & BRIDGE PCT. 4 | 2,969,602 | 2,466,005 | 83.04% | 1,634,049 | 50.91% | |
| | 12,945,728 | 9,577,757 | 73.98% | 6,649,823 | 44.03% | |
| <i>Road & Bridge Funds - Expenditures</i> | | | | | | |
| ROAD & BRIDGE PCT. 1 | 3,415,181 | 1,575,338 | 46.13% | 1,395,609 | 12.88% | |
| ROAD & BRIDGE PCT. 2 | 2,528,215 | 1,673,978 | 66.21% | 1,143,860 | 46.34% | |
| ROAD & BRIDGE PCT. 3 | 3,398,777 | 2,088,462 | 61.45% | 1,626,655 | 28.39% | |
| ROAD & BRIDGE PCT. 4 | 2,969,602 | 1,593,035 | 53.64% | 1,444,307 | 10.30% | |
| | 12,311,775 | 6,930,814 | 56.29% | 5,610,431 | 23.53% | |

Ellis County Auditor's Report
September 2023
Fiscal Year 2023

Benchmark for 12 Months = 100.00%

| | <u>2023 Budget</u> | <u>YTD Rev/Exp</u> <u>as of 9/30/2023</u> | <u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u> | <u>Prior Year</u> <u>YTD</u> | <u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u> |
|---|--------------------|--|---|---------------------------------|---|
| Revenues Over/(Under) Expenditures | 633,953 | 2,646,942 | | 1,039,392 | |

| <i>Farm to Market Funds - Revenues</i> | | | | | |
|--|-------------------|------------------|---------------|------------------|----------------|
| FARM TO MARKET 1 | 4,040,095 | 1,827,563 | 45.24% | 1,955,425 | -6.54% |
| FARM TO MARKET 2 | 1,855,191 | 1,523,446 | 82.12% | 1,508,856 | 0.97% |
| FARM TO MARKET 3 | 2,874,473 | 1,535,948 | 53.43% | 1,518,388 | 1.16% |
| FARM TO MARKET 4 | 2,799,405 | 1,752,561 | 62.60% | 1,801,655 | -2.72% |
| | 11,569,163 | 6,639,518 | 57.39% | 6,784,323 | -2.13% |
| <i>Farm to Market Funds - Expenditures</i> | | | | | |
| FARM TO MARKET 1 | 4,046,544 | 1,425,106 | 35.22% | 1,344,632 | 5.98% |
| FARM TO MARKET 2 | 1,855,191 | 983,118 | 52.99% | 1,873,486 | -47.52% |
| FARM TO MARKET 3 | 2,874,472 | 1,527,457 | 53.14% | 1,769,244 | -13.67% |
| FARM TO MARKET 4 | 2,799,405 | 1,500,192 | 53.59% | 2,058,271 | -27.11% |
| | 11,575,612 | 5,435,873 | 46.96% | 7,045,633 | -22.85% |
| Revenues Over/(Under) Expenditures | (6,449) | 1,203,645 | | (261,310) | |

| <i>Interest & Sinking Funds - Revenues</i> | | | | | |
|--|------------------|------------------|---------------|------------------|---------------|
| SERIES 16 INTEREST & SINKING | 4,024,203 | 3,383,750 | 84.08% | 3,582,789 | -5.56% |
| SERIES 1993 INTEREST & SINKING | - | - | 0.00% | - | N/A |
| | 4,024,203 | 3,383,750 | 84.08% | 3,582,789 | -5.56% |
| <i>Interest & Sinking Funds - Expenditures</i> | | | | | |
| SERIES 16 INTEREST & SINKING | 4,024,203 | 3,413,013 | 84.81% | 3,420,613 | -0.22% |
| | 4,024,203 | 3,413,013 | 84.81% | 3,420,613 | -0.22% |
| Revenues Over/(Under) Expenditures | - | (29,263) | | 162,176 | |

| <i>Special Revenue Funds - Revenues</i> | | | | | |
|---|-----------|---------|--------|---------|---------|
| LATERAL ROADS | 374,940 | 76,869 | 20.50% | 62,261 | 23.46% |
| COUNTY & DISTRICT COURT TECH | 46,239 | 3,168 | 6.85% | 3,653 | -13.28% |
| JUSTICE COURT TECHNOLOGY | 211,039 | 22,373 | 10.60% | 16,583 | 34.91% |
| DC ARCHIVES RECORDS MANAGEMENT | 175,990 | 9,097 | 5.17% | 5,217 | 74.36% |
| JURY | 239,087 | 212,630 | 88.93% | 94,622 | 124.71% |
| LAW LIBRARY | 355,614 | 304,642 | 85.67% | 220,452 | 38.19% |
| RECORDS MANAGEMENT | 2,373,304 | 495,548 | 20.88% | 547,387 | -9.47% |
| CC ARCHIVES RECORDS MANAGEMENT | 2,805,546 | 487,654 | 17.38% | 543,912 | -10.34% |
| FIRE MARSHAL SPECIAL FUND | 193,196 | 65,275 | 33.79% | 60,300 | 8.25% |
| DISTRICT COURTS RECORDS TECH | 238,001 | 12,803 | 5.38% | 9,678 | 32.30% |
| DA CHECK PROCESSING | 133,402 | 7,964 | 5.97% | 1,820 | 337.59% |
| DA DRUG FORFEITURE | 278,441 | 58,804 | 21.12% | 70,565 | -16.67% |
| GENERAL RECORDS MGMT/PRESERVAT | 744,072 | 142,299 | 19.12% | 93,848 | 51.63% |
| COURTHOUSE SECURITY | 424,118 | 148,037 | 34.90% | 131,562 | 12.52% |
| COURT REC. PRESERVATION | 161,472 | 30,275 | 18.75% | 23,497 | 28.85% |
| ELECTION ADMIN FEES | 48,194 | 31,100 | 64.53% | 18,393 | 69.09% |
| SHERIFF FEDERAL FORFEITURE | 474,758 | 52,909 | 11.14% | 138,549 | -61.81% |
| COUNTY CLERK VITALS PRESERVATION | 52,448 | 10,238 | 19.52% | 9,416 | 8.73% |
| SHERIFF SEIZURE | 167,485 | 7,748 | 4.63% | 1,251 | 519.48% |
| SHERIFF FORFEITURE | 412,044 | 31,485 | 7.64% | 142,186 | -77.86% |
| DA DRUG SEIZURE | 334,480 | 244,073 | 72.97% | 266,207 | -8.31% |
| COURT FACILITY FEE FUND | 30,480 | 106,300 | 0.00% | 7,780 | 0.00% |
| OPIOID SETTLEMENT | - | 99,138 | 0.00% | - | 0.00% |
| CONSTABLE 2 FORFEITURE | 1,434 | 36 | 2.53% | 11 | 233.49% |

Ellis County Auditor's Report

September 2023

Fiscal Year 2023

Benchmark for 12 Months = 100.00%

| | <u>2023 Budget</u> | <u>YTD Rev/Exp as of 9/30/2023</u> | <u>% of Budget Received/ Used</u> | <u>Prior Year YTD</u> | <u>Increase/ (Decrease) from Prior Year</u> |
|---|--------------------|--|---|---------------------------|---|
| CONSTABLE 1 FORFEITURE | 181 | - | 0.00% | - | N/A |
| CONSTABLE 4 FORFEITURE | - | - | 0.00% | - | N/A |
| TREASURER'S HELD PROPERTY PAYROLL | 1,391 | 35 | 2.51% | 1,384 | -97.48% |
| JUVENILE PROBATION FEES | 81,892 | 10,600 | 12.94% | 3,344 | 216.99% |
| JJAEP | 732,533 | 753,979 | 102.93% | 525,891 | 43.37% |
| TRUANCY & PREVENTION | 62,082 | 13,611 | 21.93% | 15,610 | -12.80% |
| AMERICAN RESCUE PLAN ACT | 35,456,886 | 35,659,766 | 100.57% | 588,956 | 5954.74% |
| SPECIAL INVENTORY - TAX OFFICE | - | - | N/A | - | N/A |
| DEBT RETIREMENT/REDUCTION | 4,633,750 | - | 0.00% | - | - |
| CONSTABLE PCT LEOSE FUND | 7,254 | - | 0.00% | - | N/A |
| CONSTABLE PCT 2 LEOSE FUND | 4,894 | 649 | 13.26% | 640 | 1.35% |
| CONSTABLE PCT 3 LEOSE FUND | 3,621 | 607 | 16.76% | 597 | 1.68% |
| CONSTABLE PCT 4 LEOSE FUND | 4,267 | 607 | 14.22% | 597 | 1.58% |
| SHERIFF OFFICE LEOSE FUND | 62,969 | 10,007 | 15.89% | 10,143 | -1.34% |
| DISTRICT ATTORNEY LEOSE FUND | 1,538 | 776 | 50.43% | 769 | 0.89% |
| COURT REPORTER SERVICES FUND | 36,014 | - | 0.00% | - | - |
| LANGUAGE ACCESS FUND | 8,767 | 12,864 | 146.74% | 2,574 | 399.78% |
| COURT INIT. GUARD/PUB PROBATION ADMIN | 5,200 | - | - | - | - |
| CLERK OF THE COURT - DISTRICT CLERK | 41,280 | - | 0.00% | - | N/A |
| CLERK OF THE COURT - COUNTY CLERK | 10,500 | - | 0.00% | - | N/A |
| VEHICLE REPLACEMENT FUND | 1,555,175 | 1,078,716 | 69.36% | 1,572,203 | -31.39% |
| | 52,985,977 | 40,202,681 | 75.87% | 5,191,858 | 674.34% |
| <i>Special Revenue Funds - Expenditures</i> | | | | | |
| LATERAL ROADS | 329,640 | - | 0.00% | 59,678 | -100.00% |
| LATERAL ROADS | 15,100 | - | 0.00% | - | - |
| LATERAL ROADS | 15,100 | - | 0.00% | - | - |
| LATERAL ROADS | 15,100 | - | 0.00% | - | - |
| COUNTY & DISTRICT CT TECH | 46,239 | 948 | 2.05% | - | N/A |
| JUSTICE COURT TECHNOLOGY | 211,039 | - | 0.00% | - | N/A |
| DC ARCHIVES RECORDS MANAGEMENT | 175,990 | - | 0.00% | - | N/A |
| JURY | 239,087 | 223,629 | 93.53% | 165,982 | 34.73% |
| LAW LIBRARY | 278,096 | 275,169 | 98.95% | 255,673 | 7.63% |
| RECORDS MANAGEMENT | 2,373,304 | 253,136 | 10.67% | 262,136 | -3.43% |
| CC ARCHIVES RECORDS MANAGEMENT | 2,805,546 | 955,603 | 34.06% | 613,486 | 55.77% |
| FIRE MARSHAL SPECIAL FUND | 193,196 | 80,974 | 41.91% | 27,331 | 196.28% |
| DISTRICT COURTS RECORDS TECH | 238,001 | - | 0.00% | - | N/A |
| DA CHECK PROCESSING | 133,402 | 268 | 0.20% | 4,336 | -93.82% |
| DA DRUG FORFEITURE | 278,441 | 2,099 | 0.75% | 5,121 | -59.02% |
| GENERAL RECORDS MGMT/PRESERVAT | 744,072 | - | 0.00% | - | N/A |
| COURTHOUSE SECURITY | 424,118 | 101,932 | 24.03% | 468 | 21658.04% |
| COURT REC. PRESERVATION | 161,472 | - | 0.00% | - | N/A |
| ELECTION ADMIN FEES | 200,524 | 172,380 | 85.96% | 27,563 | 525.41% |
| SHERIFF FEDERAL FORFEITURE | 475,083 | 444 | 0.09% | 13,373 | -96.68% |
| COUNTY CLERK VITALS PRESERVATION | 52,448 | 11,055 | 21.08% | 2,673 | 313.66% |
| SHERIFF SEIZURE | 167,485 | - | 0.00% | 132,268 | -100.00% |
| SHERIFF FORFEITURE | 412,044 | 78,477 | 19.05% | 267 | 29264.48% |
| DA DRUG SEIZURE | 334,480 | 181,281 | 54.20% | 77,257 | 134.65% |
| COURT FACILITY FEE FUND | 30,480 | - | 0.00% | - | - |
| CONSTABLE 2 FORFEITURE | 1,434 | - | 0.00% | - | N/A |
| CONSTABLE 1 FORFEITURE | 181 | - | 0.00% | - | N/A |
| CONSTABLE 4 FORFEITURE | - | - | N/A | - | N/A |
| TRUANCY & PREVENTION | 62,082 | - | 0.00% | - | N/A |
| AMERICAN RESCUE PLAN ACT | 35,449,704 | 12,379,181 | 34.92% | 198,826 | 6126.13% |
| SPECIAL INVENTORY - TAX OFFICE | - | - | N/A | - | N/A |
| DEBT RETIREMENT/REDUCTION | 4,633,750 | - | 0.00% | - | - |
| TREASURER'S HELD PROPERTY | 1,391 | - | 0.00% | - | N/A |
| JUVENILE PROBATION FEES | 81,892 | 9,009 | 0.00% | - | N/A |
| JJAEP | 732,276 | 621,230 | 84.84% | 498,853 | 24.53% |

Ellis County Auditor's Report
September 2023
Fiscal Year 2023

Benchmark for 12 Months = 100.00%

| | <u>2023 Budget</u> | <u>YTD Rev/Exp</u> <u>as of 9/30/2023</u> | <u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u> | <u>Prior Year</u> <u>YTD</u> | <u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u> | |
|--|--------------------|--|---|---------------------------------|---|----------------|
| CONSTABLE PCT LEASE FUND | 7,254 | - | 0.00% | - | N/A | |
| CONSTABLE PCT 2 LEASE FUND | 4,894 | - | 0.00% | - | N/A | |
| CONSTABLE PCT 3 LEASE FUND | 3,621 | - | 0.00% | - | N/A | |
| CONSTABLE PCT 4 LEASE FUND | 4,267 | - | 0.00% | 330 | -100.00% | |
| SHERIFF OFFICE LEASE FUND | 63,219 | 10,721 | 16.96% | 9,479 | 13.10% | |
| DISTRICT ATTORNEY LEASE FUND | 1,538 | 339 | 22.06% | 809 | -58.06% | |
| LANGUAGE ACCESS FUND | 8,767 | - | 0.00% | - | N/A | |
| COURT REPORTER SERVICES FUND | 36,041 | - | 0.00% | - | - | |
| COURT INIT. GUARD/PUB PROBATION ADMIN | 5,200 | - | - | - | - | |
| CLERK OF THE COURT - DISTRICT CLERK | 41,280 | - | 0.00% | - | N/A | |
| CLERK OF THE COURT - COUNTY CLERK | 10,500 | - | 0.00% | - | N/A | |
| INTERFUND TRANSFERS | - | (147,621) | N/A | (396,896) | -62.81% | |
| VEHICLE REPLACEMENT FUND | 2,300,233 | 848,157 | 36.87% | 1,680,276 | -49.52% | |
| | 53,799,010 | - | 16,058,411 | 29.85% | 3,639,287 | 341.25% |
| Revenues Over/(Under) Expenditures | (813,033) | 24,144,270 | | 1,552,571 | | |
| Capital Projects Funds - Revenues | | | | | | |
| ROAD IMPROVEMENT FUND | 2,173,352.00 | 575,854 | 26.50% | 368,838 | 56.13% | |
| PERMANENT IMPROVEMENT | 7,589,872.15 | 8,564,292 | 112.84% | 1,852,884 | 362.21% | |
| ROW AVAILABLE | 463,639.05 | 10,081 | 2.17% | 3,535 | 185.19% | |
| ROAD DISTRICT 1 | 963,829.00 | 45,965 | -4.77% | 7,915 | 480.75% | |
| ROAD DISTRICT 5 | 72,372.75 | 838 | 1.16% | 594 | 41.11% | |
| ROAD DISTRICT 16 | 199,343.95 | 9,758 | -4.90% | 1,636 | 496.50% | |
| SERIES 19 BOND PROJECT | 2,923,309.91 | 134,026 | -4.58% | 26,523 | 405.33% | |
| | 14,385,719 | 9,340,815 | 64.93% | 2,261,924 | 312.96% | |
| Capital Projects Funds - Expenditures | | | | | | |
| ROAD IMPROVEMENT FUND | \$ 2,173,352.00 | - | 0.00% | 288,640 | -100.00% | |
| PERMANENT IMPROVEMENT | \$ 7,601,992.00 | 2,092,721 | 27.53% | 4,898,452 | -57.28% | |
| ROW AVAILABLE | \$ 463,639.00 | 315,094 | 67.96% | 446,186 | -29.38% | |
| ROAD DISTRICT 1 | \$ 963,829.00 | 109,362 | 11.35% | - | N/A | |
| ROAD DISTRICT 5 | \$ 72,373.00 | - | 0.00% | 57,222 | -100.00% | |
| ROAD DISTRICT 16 | \$ 199,344.00 | - | 0.00% | - | N/A | |
| SERIES 19 BOND PROJECT | \$ 2,923,310.00 | 561,660 | 19.21% | 991,566 | -43.36% | |
| | 14,397,839 | 3,078,837 | 21.38% | 6,682,066 | -53.92% | |
| Revenues Over/(Under) Expenditures | (12,120) | 6,261,978 | | (4,420,142) | | |

| | | | | | |
|---|----------------|----------------|---------------|-----------------|---------------|
| Other Funds - Revenues | | | | | |
| TRUST AND AGENCY FUND | - | - | N/A | 2 | -100.00% |
| LEVEE 2 | 427,035.00 | 29,353 | 6.87% | 12,186 | 140.87% |
| LEVEE 3 | 310,868.00 | 75,575 | 24.31% | 55,799 | 35.44% |
| LEVEE 4 | 7,933.00 | 320 | 4.04% | 178 | 80.25% |
| | 745,836 | 105,248 | 14.11% | 68,165 | 54.40% |
| Other Funds - Expenditures | | | | | |
| TRUST AND AGENCY FUND | \$ - | - | N/A | - | N/A |
| LEVEE 2 | \$ 427,035.00 | 66,500 | 0.00% | 39,750 | 67.30% |
| LEVEE 3 | \$ 310,868.00 | 40,862 | 0.00% | 65,163 | -37.29% |
| LEVEE 4 | \$ 7,933.00 | - | 0.00% | - | N/A |
| | 745,836 | 107,362 | 14.39% | 104,913 | 2.34% |
| Revenues Over/(Under) Expenditures | - | (2,114) | | (36,747) | |

Ellis County Auditor's Report
September 2023
Fiscal Year 2023

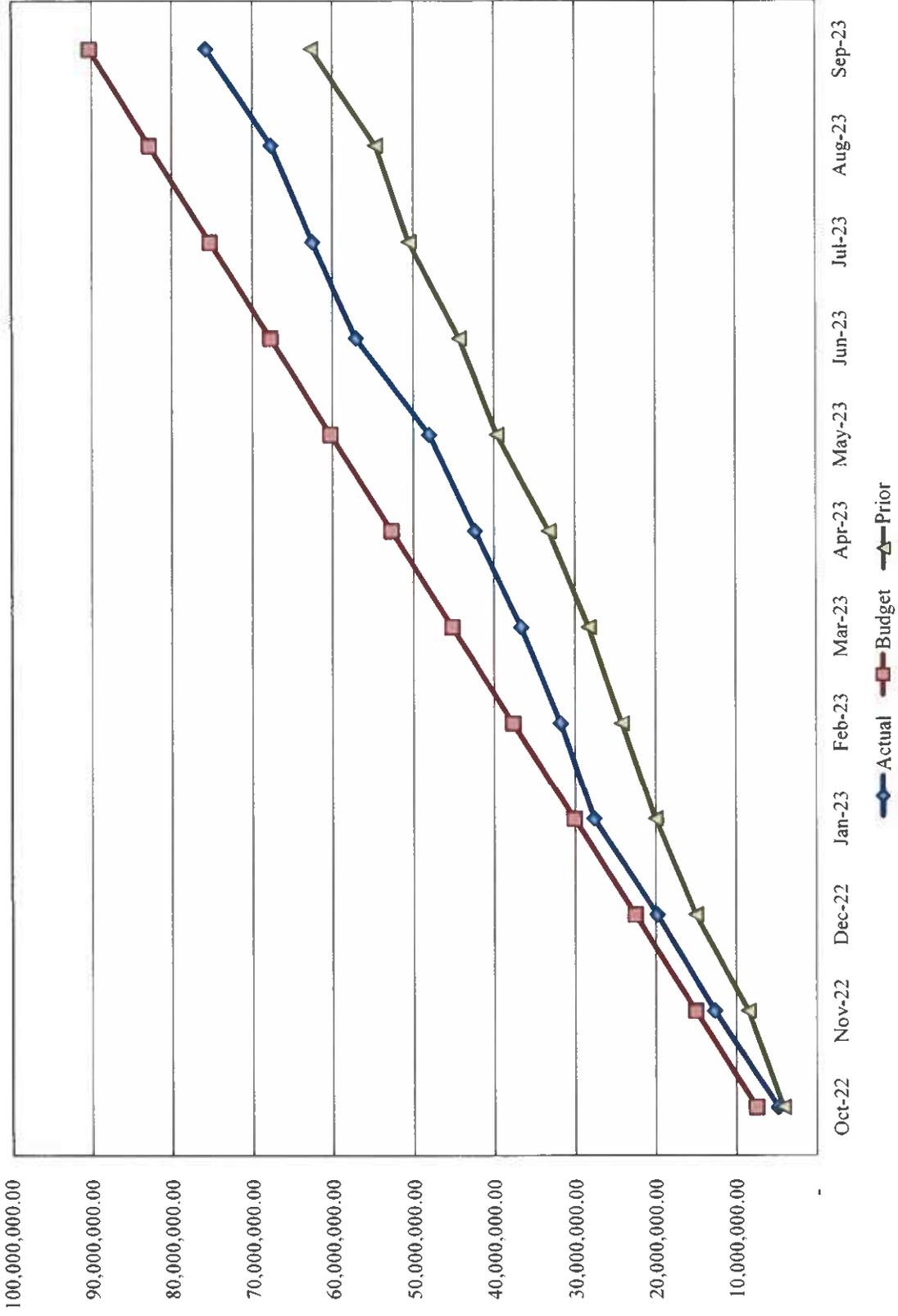
Benchmark for 12 Months = 100.00%

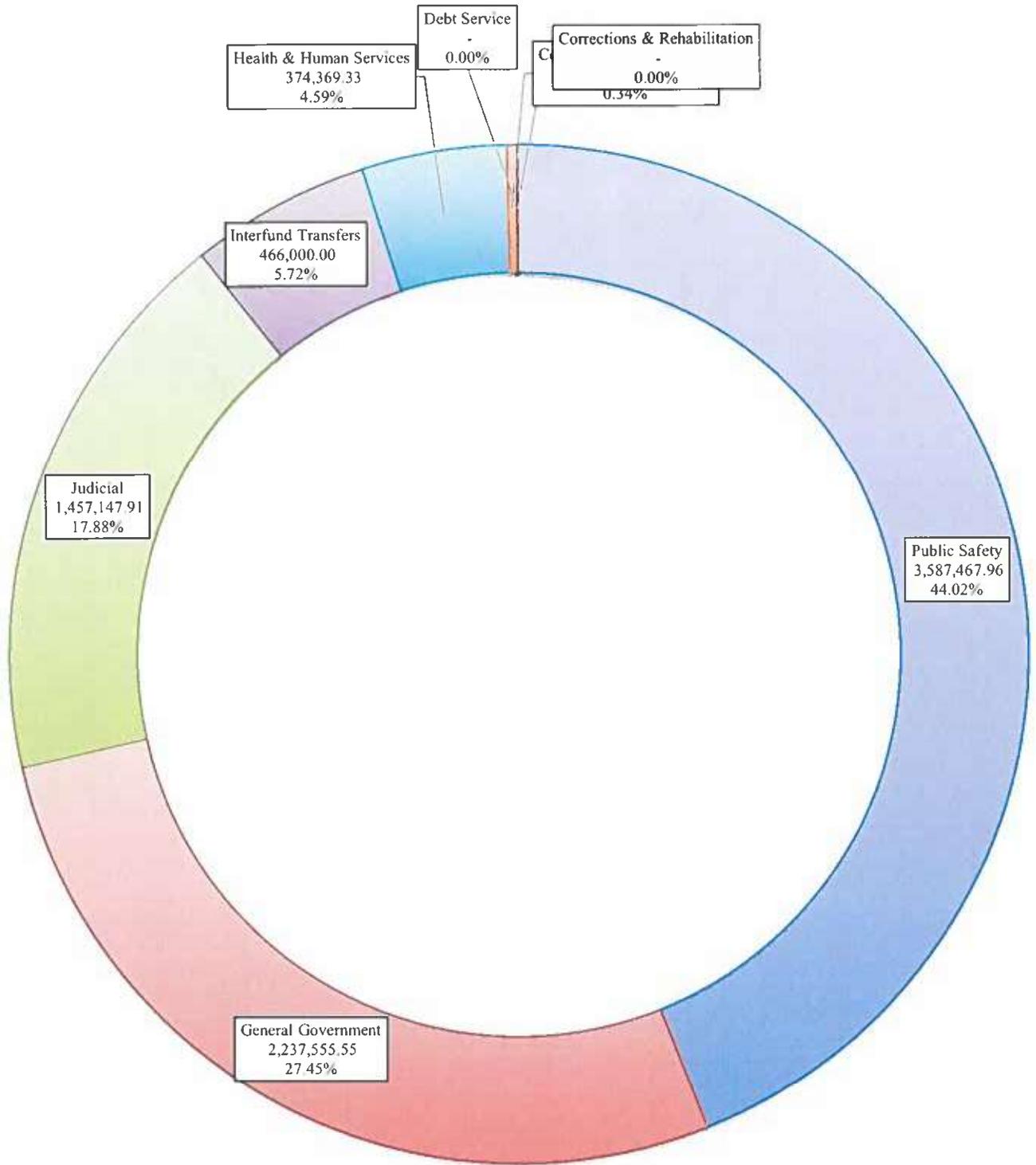
| | <u>2023 Budget</u> | <u>YTD Rev/Exp</u> <u>as of 9/30/2023</u> | <u>% of</u> <u>Budget</u> <u>Received/</u> <u>Used</u> | <u>Prior Year</u> <u>YTD</u> | <u>Increase/</u> <u>(Decrease)</u> <u>from Prior</u> <u>Year</u> |
|---|----------------------|--|---|---------------------------------|---|
| <i>Summary</i> | | | | | |
| REVENUE SUMMARY | 187,007,389 | \$ 150,282,003.55 | 80.36% | 88,947,547 | 68.96% |
| EXPENDITURE SUMMARY | 186,017,802 | 111,004,759 | 59.67% | 88,123,731 | 25.96% |
| <i>Revenues Over/(Under) Expenditures</i> | <i>\$ 989,587.00</i> | <i>39,277,245</i> | | <i>823,816</i> | |

Statement of Revenues, Expenditures, and Changes in Fund Balance September 2023

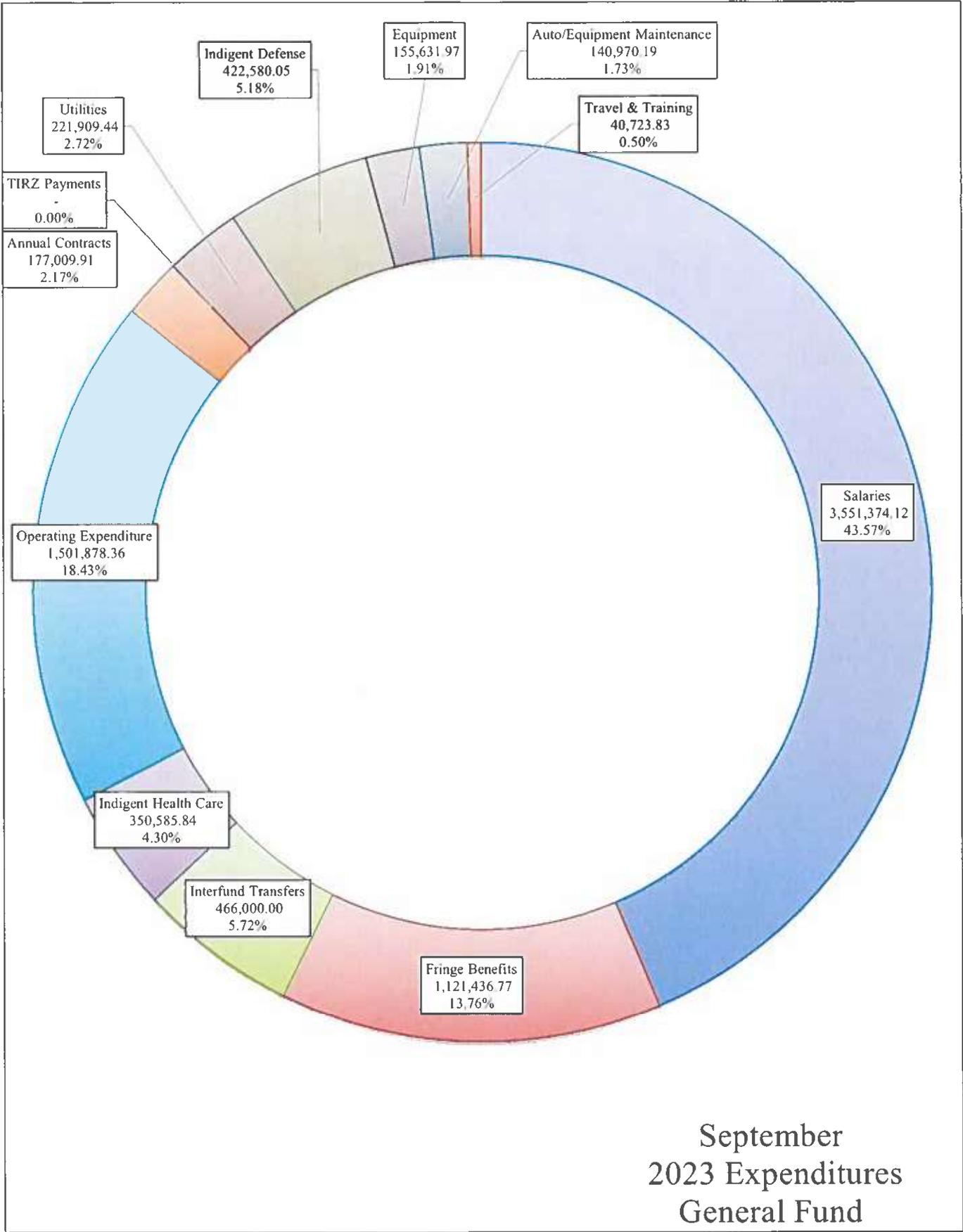
| General Fund | R&B #1 | R&B #2 | R&B #3 | R&B #4 | F/M #1 | F/M #2 | F/M #3 | F/M #4 |
|--|-------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|----------------------|------------------------|
| REVENUES | | | | | | | | |
| Property Taxes | \$ 2,214.22 | \$ 2,214.22 | \$ 2,214.22 | \$ 2,214.21 | \$ 3,318.57 | \$ 3,318.57 | \$ 3,318.57 | \$ 3,318.57 |
| Mixed Beverage Taxes | - | - | - | - | - | - | - | - |
| License and permits | - | - | - | - | - | - | - | - |
| Fines & Fees | 42,048.23 | 42,048.21 | 42,048.18 | 42,048.18 | - | - | - | - |
| Charges for Services | - | - | - | - | - | - | - | - |
| Grant Revenue | - | - | - | - | - | - | - | - |
| Intergovernmental | - | - | - | - | - | - | - | 125,101.40 |
| Interfund Transfers | - | - | - | - | - | - | - | - |
| Investment income | 11,850.47 | 10,314.18 | 7,294.85 | 12,683.37 | 12,948.69 | 3,408.03 | 3,092.25 | 5,862.16 |
| Sale of Equipment | - | - | - | - | - | - | - | - |
| Beginning Fund Balance | - | - | - | 42.30 | - | - | - | - |
| Miscellaneous | 56,112.92 | 54,576.61 | 51,557.25 | 56,988.06 | 16,267.26 | 6,726.60 | 6,410.82 | 134,282.13 |
| Total Revenues | 133,857.78 | 132,879.45 | 133,190.93 | 164,386.70 | 131,363.54 | 158,648.03 | 254,206.57 | 368,707.90 |
| EXPENDITURES | | | | | | | | |
| General Government | 2,237,555.55 | - | - | - | - | - | - | - |
| Public Safety | 3,587,467.96 | - | - | - | - | - | - | - |
| Judicial | 1,457,147.91 | - | - | - | - | - | - | - |
| Community Development | 27,559.73 | - | - | - | - | - | - | - |
| Infrastructure and Environmental | 133,190.93 | 132,879.45 | 445,743.35 | 164,386.70 | 131,363.54 | 158,648.03 | 254,206.57 | 368,707.90 |
| Interfund Transfers | 466,000.00 | - | - | - | - | - | - | - |
| Health and Human Services | 374,369.33 | - | - | - | - | - | - | - |
| Corrections & Rehabilitation | - | - | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - | - |
| Principal | - | - | - | - | - | - | - | - |
| Interest & Fiscal Charges | - | - | - | - | - | - | - | - |
| Total Expenditures | 8,150,100.48 | 132,879.45 | 445,743.35 | 164,386.70 | 131,363.54 | 158,648.03 | 254,206.57 | 368,707.90 |
| EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES | (6,806,242.70) | (77,078.01) | (394,186.10) | (107,398.64) | (115,096.28) | (151,921.43) | (247,795.75) | (234,425.77) |
| OTHER FINANCING SOURCES (USES) | | | | | | | | |
| Issuance of Long Term Debt | - | - | - | - | - | - | - | - |
| Sale of Capital Assets | - | - | - | - | - | - | - | - |
| Insurance Recoveries | - | - | - | - | - | - | - | - |
| Operating Transfers In | - | - | - | - | - | - | - | - |
| Operating Transfers Out | - | - | - | - | - | - | - | - |
| Total other financing sources (uses) | - | - | - | - | - | - | - | - |
| NET CHANGE IN FUND BALANCES | (6,806,242.70) | (77,078.01) | (394,186.10) | (107,398.64) | (115,096.28) | (151,921.43) | (247,795.75) | (234,425.77) |
| FUND BALANCE, BEGINNING | \$ 50,688,404.36 | \$ 2,682,792.91 | \$ 1,700,756.43 | \$ 2,794,249.39 | \$ 2,920,435.46 | \$ 844,694.81 | \$ 814,813.75 | \$ 1,496,859.73 |
| PRIOR PERIOD ADJUSTMENT | - | - | - | - | - | - | - | - |
| FUND BALANCE, ENDING | \$ 43,882,161.66 | \$ 2,605,714.90 | \$ 1,306,570.33 | \$ 2,686,850.75 | \$ 2,805,339.18 | \$ 692,773.38 | \$ 567,018.00 | \$ 1,262,433.96 |

General Fund Expenditure Projection FY2023



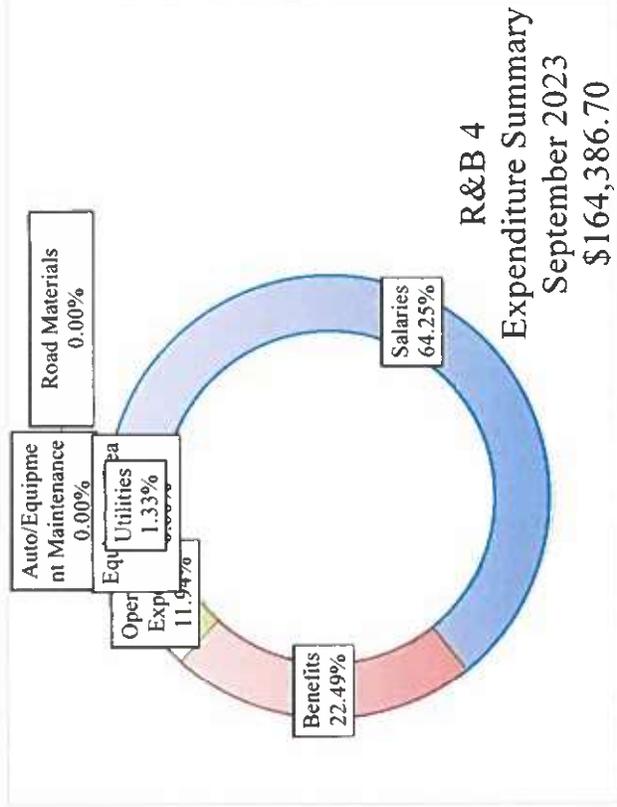
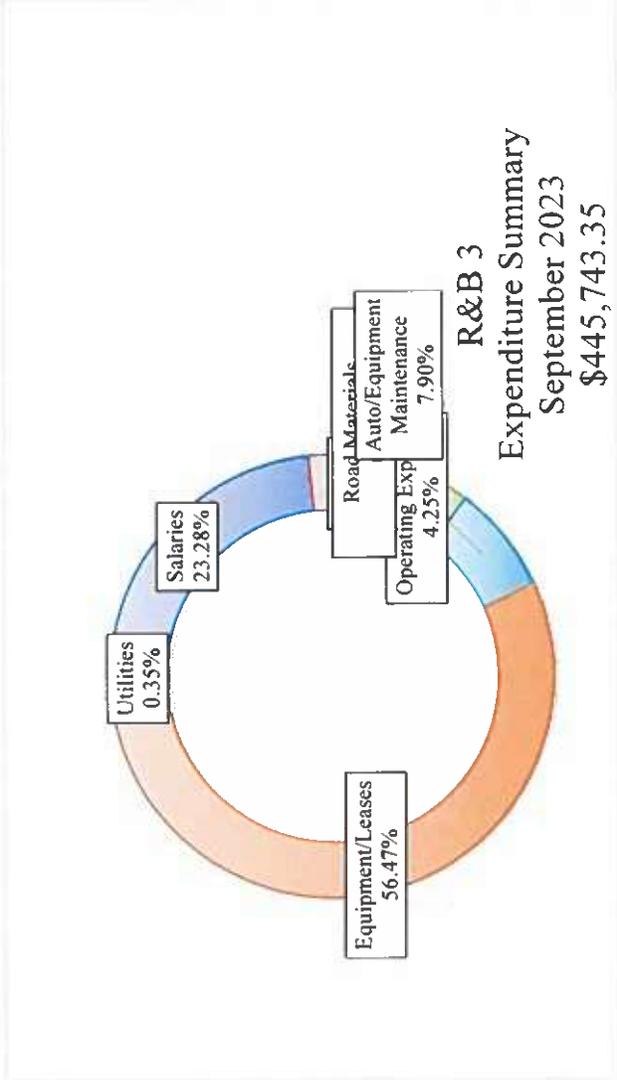
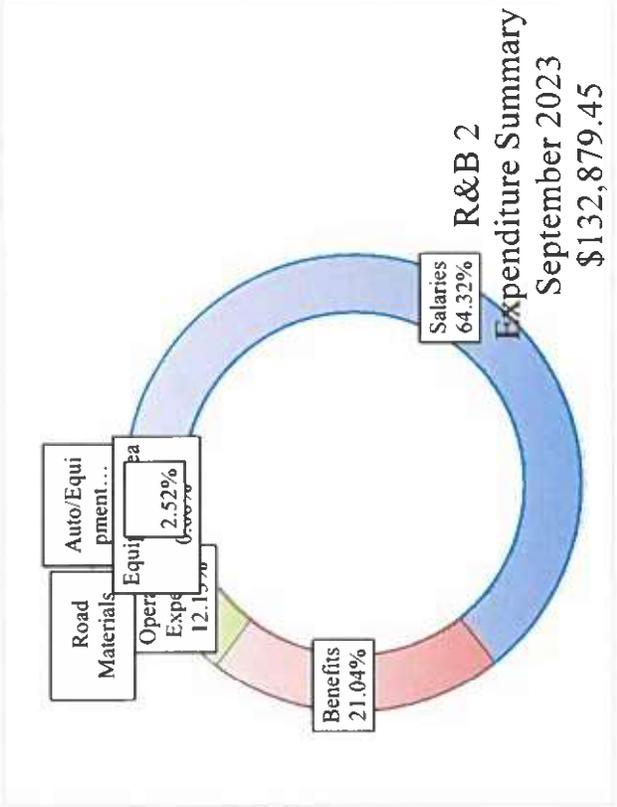
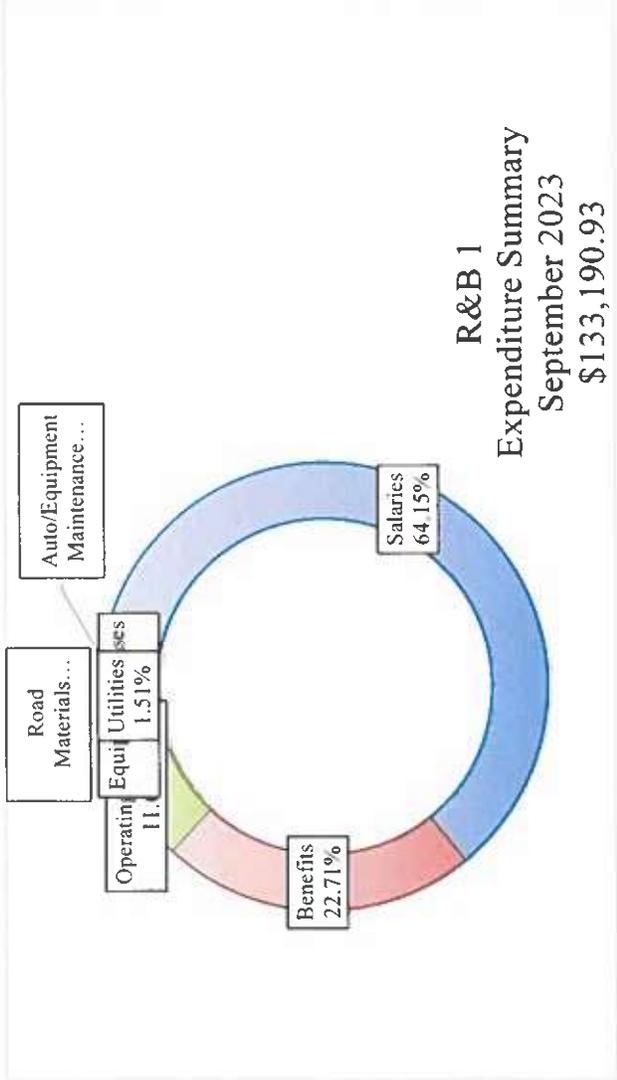


Ellis County
September 2023 Expenditures
General Fund

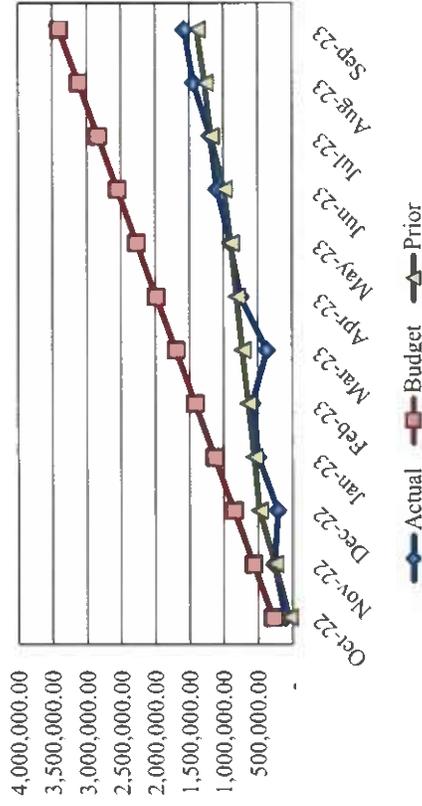


Road & Bridge Expenditure Summary - September 2023

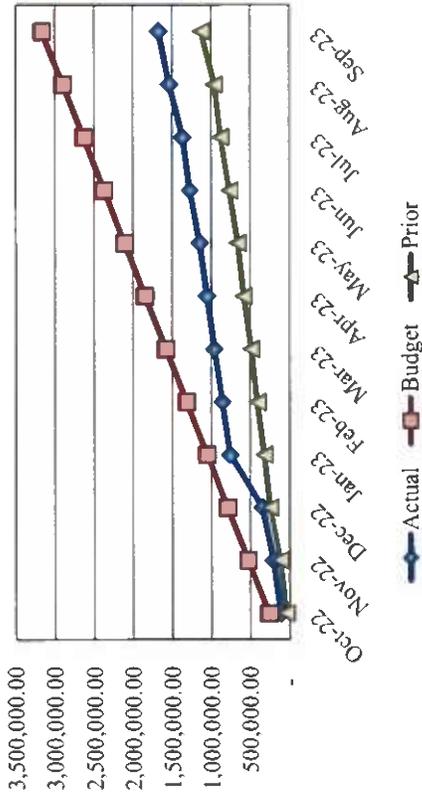
| | R&B #1 | R&B #2 | R&B #3 | R&B #4 |
|----------------------------|----------------------|----------------------|----------------------|----------------------|
| Salaries | \$ 85,443.14 | \$ 85,467.57 | \$ 103,748.19 | \$ 105,612.12 |
| Benefits | 30,253.52 | 27,954.96 | 34,540.80 | 36,969.44 |
| Operating Expense | 15,489.49 | 16,114.10 | 18,960.71 | 19,621.86 |
| Road Materials | - | - | 4.26 | - |
| Auto/Equipment Maintenance | - | - | 35,224.92 | - |
| Equipment/Leases | - | - | 251,703.00 | - |
| Utilities | 2,004.78 | 3,342.82 | 1,561.47 | 2,183.28 |
| Debt Service - Interest | - | - | - | - |
| Debt Service - Principal | - | - | - | - |
| | \$ 133,190.93 | \$ 132,879.45 | \$ 445,743.35 | \$ 164,386.70 |



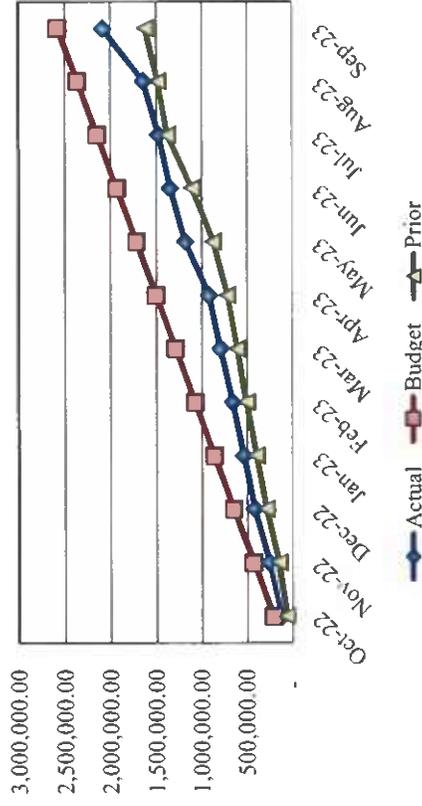
Road & Bridge Pct. #1
Expenditure Projection FY2023



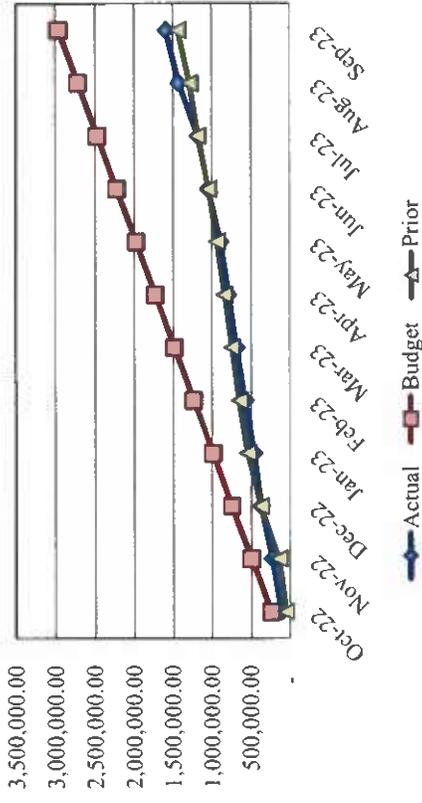
Road & Bridge Pct. #2
Expenditure Projection FY2023



Road & Bridge Pct. #3
Expenditure Projection FY2023

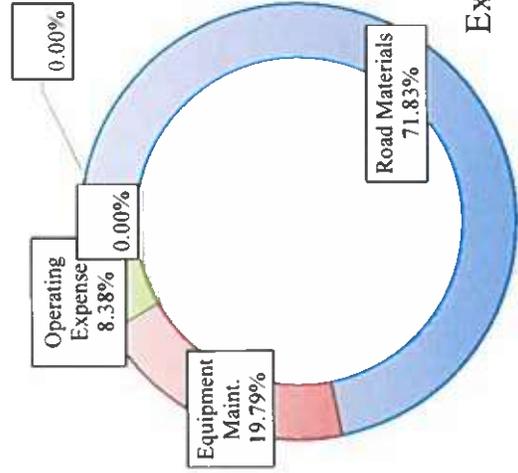


Road & Bridge Pct. #4
Expenditure Projection FY2023

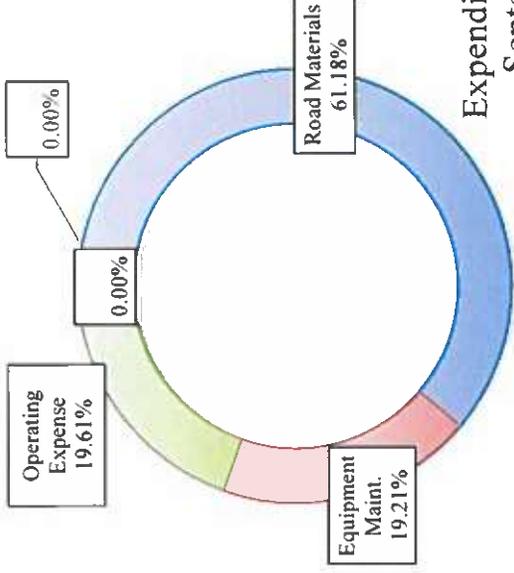


Farm to Market Expenditure Summary - September 2023

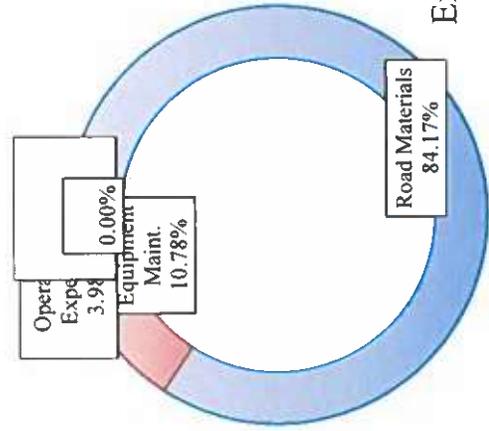
| | F/M #1 | F/M #2 | F/M #3 | F/M #4 |
|-------------------|----------------------|----------------------|----------------------|----------------------|
| Road Materials | \$ 113,961.92 | \$ 80,372.31 | \$ 216,284.00 | \$ 263,732.93 |
| Equipment Maint. | 31,398.29 | 25,234.64 | 27,690.28 | 61,097.66 |
| Operating Expense | 13,287.82 | 25,756.59 | 10,232.29 | 31,377.31 |
| Equipment/Leases | - | - | 2,750.00 | 12,500.00 |
| TIRZ Payments | - | - | - | - |
| | \$ 158,648.03 | \$ 131,363.54 | \$ 256,956.57 | \$ 368,707.90 |



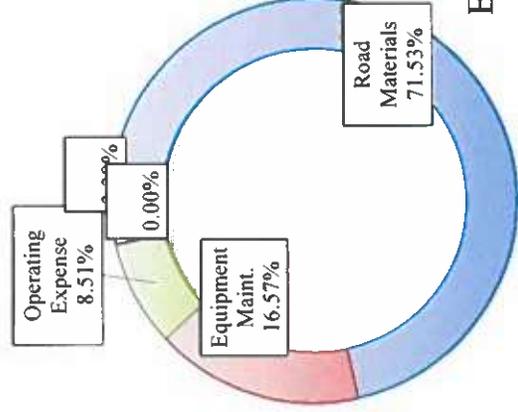
F/M 1
Expenditure Summary
September 2023
\$158,648.03



F/M 2
Expenditure Summary
September 2023
\$131,363.54

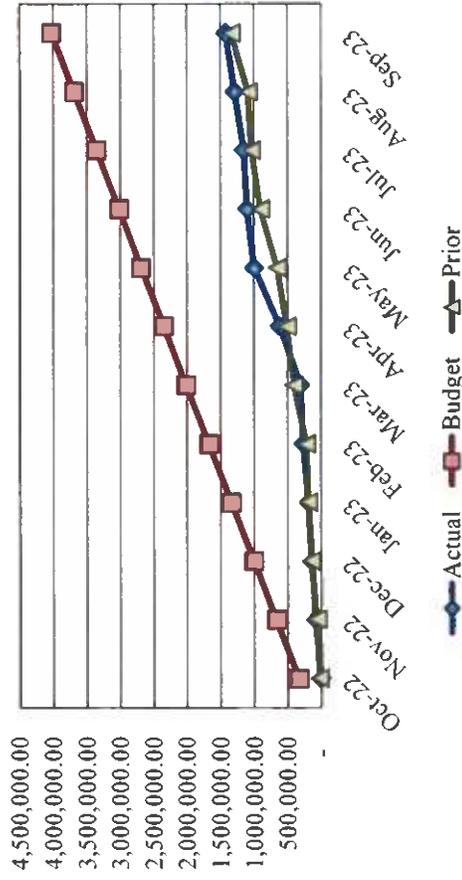


F/M 3
Expenditure Summary
September 2023
\$256,956.57

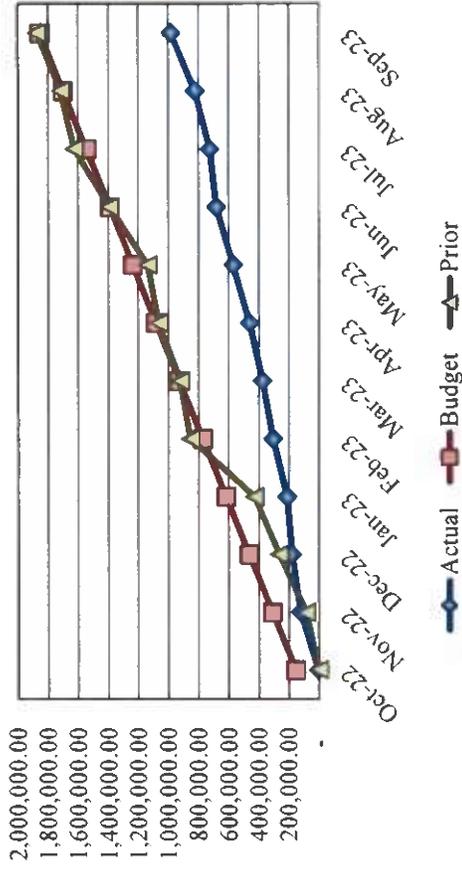


F/M 4
Expenditure Summary
September 2023
\$368,707.90

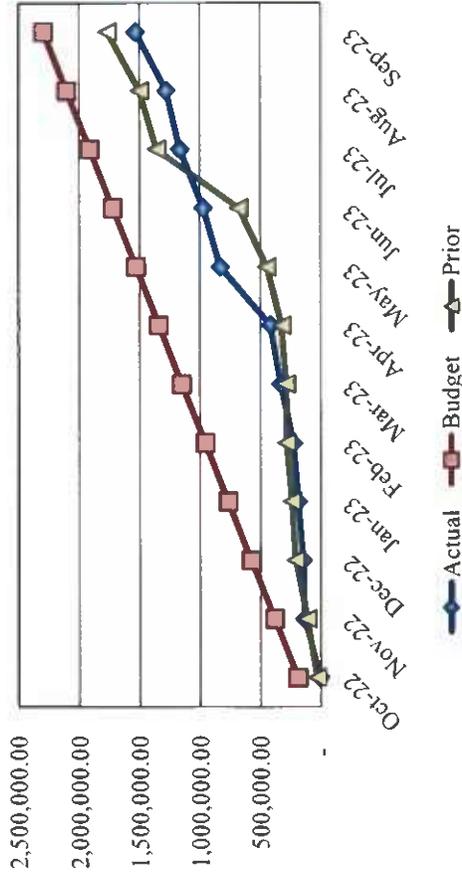
Farm to Market Pct. #1
Expenditure Projection FY2023



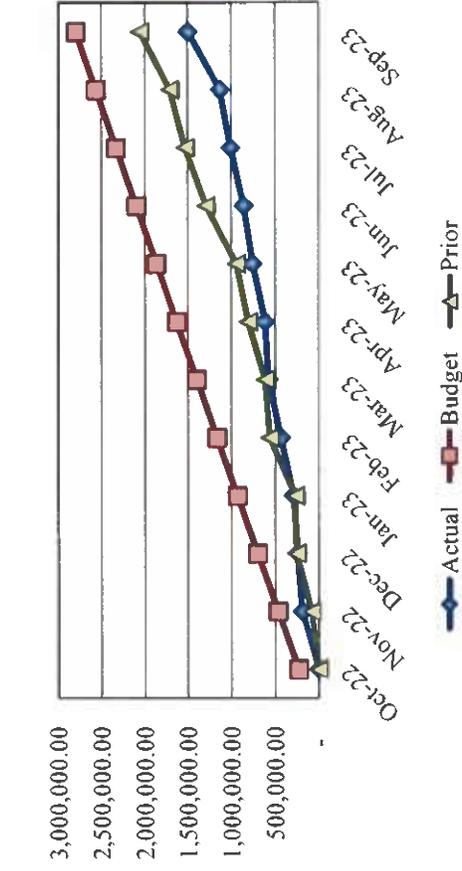
Farm to Market Pct. #2
Expenditure Projection FY2023



Farm to Market Pct. #3
Expenditure Projection FY2023



Farm to Market Pct. #4
Expenditure Projection FY2023



COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/25/2023 SUPPORTING DOCUMENT(S) ATTACHED? Y N)

NAME: Staci Parr

PHONE: (972) 825-5123 FAX: (972) 825-5124

DEPARTMENT OR ASSOCIATION: Auditor

ADDRESS: 101 W Main St, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 10/17/20023

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

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

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

October 2 - October 20, 2023 pursuant to Local Government Code §114.024

*

County Attorney Approval

Trial Balance for Ellis County

From 10/02/2023 - 10/20/2023

| Fund | Name | Opening Balance | Debit | Credit | Closing Balance |
|------|------------------------------------|-----------------|--------------|---------------|-----------------|
| 1 | GENERAL FUND | 45,846,443.29 | 4,327,202.10 | 10,428,681.38 | 39,180,519.52 |
| 2 | ROAD IMPROVEMENT FUND | 2,101,909.95 | 304.02 | - | 2,000,220.15 |
| 3 | ROAD/BRIDGE PCT. 1 | 2,703,295.96 | 60,606.35 | 133,469.78 | 2,608,230.01 |
| 4 | ROAD/BRIDGE PCT. 2 | 2,356,147.29 | 62,409.73 | 246,185.31 | 2,152,142.50 |
| 5 | ROAD/BRIDGE PCT. 3 | 1,671,332.64 | 66,243.82 | 428,014.20 | 1,292,713.49 |
| 6 | ROAD/BRIDGE PCT. 4 | 2,849,860.80 | 65,255.43 | 154,270.27 | 2,743,541.35 |
| 7 | ADULT PROBATION | 1,162,037.21 | 156,434.84 | 205,038.29 | 1,113,668.26 |
| 8 | JUVENILE PROBATION | 15,728.03 | 714,463.46 | 207,728.12 | 526,395.54 |
| 9 | F/M PCT. 1 | 2,881,212.64 | 1,334.27 | 57,738.19 | 2,813,872.95 |
| 10 | F/M PCT. 2 | 751,655.40 | 1,334.27 | 36,760.19 | 716,370.93 |
| 11 | F/M PCT. 3 | 683,613.57 | 8,917.96 | 146,033.47 | 542,833.31 |
| 12 | F/M PCT. 4 | 1,502,392.03 | 156,132.27 | 153,947.38 | 1,377,063.40 |
| 13 | LATERAL ROAD PCT. 1 | 393,546.26 | 44,608.12 | - | 436,382.27 |
| 14 | COUNTY & DISTRICT CT TECH | 44,970.99 | 128.00 | - | 44,898.99 |
| 15 | JUSTICE COURT TECHNOLOGY FUND | 222,264.29 | 606.90 | - | 221,758.38 |
| 16 | DC ARCHIVES RECORDS MANAGEMENT | 181,204.37 | 105.00 | - | 180,511.96 |
| 17 | JURY | 68,346.31 | 2,833.30 | 5,994.40 | 67,595.07 |
| 18 | PERMANENT IMPROVEMENT | 9,007,610.09 | 101,332.49 | 483,431.64 | 8,582,709.79 |
| 19 | LAW LIBRARY | 30,854.60 | 13,246.10 | 39,465.40 | 2,094.55 |
| 20 | TRUST AND AGENCY FUND | - | - | - | - |
| 21 | RECORDS MANAGEMENT | 2,316,124.83 | 24,507.22 | 11,701.26 | 2,311,351.01 |
| 22 | CC ARCHIVES RECORDS MANAGEMENT | 1,906,355.58 | 23,740.00 | - | 1,914,323.53 |
| 23 | ROW AVAILABLE | 159,478.12 | - | - | 158,789.52 |
| 24 | FIRE MARSHAL SPECIAL FUND | 187,856.32 | 3,517.20 | 1,544.41 | 189,154.11 |
| 26 | DISTRICT COURT RECORDS TECH | 243,163.53 | 220.00 | - | 242,318.50 |
| 27 | ROAD DISTRICT #1 | 905,323.45 | - | - | 901,246.83 |
| 28 | ROAD DISTRICT #5 | 16,090.11 | - | - | 16,017.66 |
| 29 | ROAD DISTRICT #16 | 210,084.94 | - | - | 209,138.94 |
| 30 | CHECK PROCESSING FEE AC | 141,636.88 | 107.20 | - | 141,244.49 |
| 31 | DRUG FORFEITURE FUND | 282,010.04 | - | - | 280,816.41 |
| 32 | GEN RECORD MANAGE/PRESE | 826,495.39 | 5,878.44 | - | 826,177.82 |
| 33 | COURTHOUSE SECURITY FUN | 429,617.39 | 8,417.86 | 2,865.00 | 430,660.74 |
| 34 | COURT REC. PRESERVATION 51.708 | 174,226.50 | 2,280.00 | - | 175,861.50 |
| 36 | ELECTIONS ADMIN FEES | 39,248.70 | 1,112.00 | - | 40,360.23 |
| 38 | SERIES 07 INTEREST & SINKING | 572,644.91 | 12,790.12 | 9,000.00 | 572,342.23 |
| 40 | SERIES 07 BOND PROJECT | 2,573,567.48 | - | - | 2,561,931.39 |
| 42 | SHERIFF FEDERAL DRUG FORFEITURE | 556,743.04 | 5,780.00 | 5,780.00 | 554,249.91 |
| 43 | COUNTY CLERK VITALS PRESERVATION | 43,654.53 | 510.00 | - | 43,976.53 |
| 45 | ELLIS CO COMM CORRECTIONS | 73,360.97 | 8,770.70 | 30,217.81 | 51,913.86 |
| 46 | SHERIFF SEIZURE FUND | 175,958.94 | - | - | 175,197.62 |
| 47 | SHERIFF DRUG FORFEITURE | 367,058.38 | - | - | 365,405.58 |
| 48 | DISTRICT ATTY DRUG SEIZ | 611,077.33 | 205,454.00 | 300,415.96 | 513,722.91 |
| 50 | CIVIL SUPERVISION FEES | 239,873.63 | 11,127.51 | 7,512.17 | 243,488.97 |
| 53 | COURT FACILITY FEES | 115,359.60 | 4,840.00 | - | 118,919.60 |
| 55 | OPIOID SETTLEMENT | 99,158.68 | - | - | 99,137.63 |
| 56 | CONSTABLE PCT #2 FORFEITURE | 1,476.83 | - | - | 1,473.71 |
| 57 | CONSTABLE PCT #1 FORFEITURE | 181.28 | - | - | 181.28 |
| 61 | TRUANCY & PREVENTION | 62,606.55 | 621.97 | - | 63,057.05 |
| 63 | AMERICAN RESCUE PLAN | 24,877,288.27 | 330.00 | 330.00 | 24,764,867.72 |
| 66 | JUVENILE JUSTICE ALTERNATIVE EDUC. | 175,631.72 | 113,705.58 | 58,810.78 | 232,934.21 |
| 68 | VEHICLE REPLACEMENT FUND | 2,502,681.34 | - | 85,865.00 | 2,404,791.34 |
| 71 | TREASURERS HELD PROPERTY | 1,421.67 | - | - | 1,418.66 |
| 72 | ELLIS COUNTY LEVEE #2 | 342,190.01 | 2,190.00 | 2,190.00 | 340,714.22 |
| 73 | ELLIS COUNTY LEVEE #3 | 347,661.86 | 3,940.00 | 3,940.00 | 346,166.27 |
| 74 | ELLIS COUNTY LEVEE #4 | 8,286.47 | - | - | 8,268.95 |
| 75 | JUVENILE PROBATION FEES | 80,582.24 | - | - | 80,109.35 |
| 91 | | 14,545.99 | 1,800.00 | - | 1,800.00 |
| 125 | CONSTABLE PCT 1 LEOSE FUNDS | - | - | - | - |
| 126 | CONSTABLE PCT 2 LEOSE FUNDS | 1,289.49 | 81,661.27 | - | 81,661.27 |
| 127 | CONSTABLE PCT 3 LEOSE FUNDS | 1,203.82 | - | - | 14,545.99 |
| 128 | CONSTABLE PCT 4 LEOSE FUNDS | 874.36 | - | - | 1,289.49 |
| 129 | SHERIFF LEOSE FUNDS | 358.98 | - | - | 1,203.82 |
| 130 | DISTRICT ATTY LEOSE FUNDS | 395.95 | - | - | 874.36 |
| 131 | LANGUAGE ACCESS FUND | 15,699.39 | - | - | 358.98 |
| | | 116,174,971.21 | 6,306,799.50 | 13,246,930.41 | 108,086,986.61 |

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y) (N)

NAME: Staci Parr, CGFO

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: First Assistant County Auditor

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/19/2023

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

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

Accept funds collected for estray bull in the amount of \$85.00 by the Ellis County Sheriffs Office

as Unanticipated Revenue

****Special Budget Request****

INCREASE 001-0010-508700 Estray by \$85.00

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

* _____
County Attorney Approval



ELLIS COUNTY LINE ITEM ADJUSTMENT
FISCAL YEAR 2023-2024

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2023/2024 Budget as follows:

TRANSFER FROM:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0330-409930, Estray Revenue, \$ 25.00. Row 2: TOTAL \$ 25.00

TRANSFER TO:

Table with 3 columns: ACCOUNT NO., ACCOUNT TITLE, AMOUNT. Row 1: 001-0010-508700, Estray, \$ 25.00. Row 2: TOTAL \$ 25.00

Signature of Department Head, Date Signed: October 19, 2023, Department: 010 / SO

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

APPROVED THIS ___ DAY OF ___, 2023

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

Approved by County Auditor's Office: [Signature]



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

| |
|--------------------------------|
| Official Receipt |
| Receipt Number: R2023-02709 |
| Receipt Date 10/19/2023 |

Received From: ELLIS COUNTY SHERIFF - ESTRAY FUNDS

Comments: 10/18/2023 ECSO ESTRAY FUNDS: 23-14896 BULL

COPY

| Description | Account # | Amount |
|---------------------|-----------------|----------------|
| ECSO | | \$85.00 |
| ESTRAY | 001-0330-409930 | 85.00 |
| Cash | | \$85.00 |
| Total Amount | | \$85.00 |
| Total paid | | \$85.00 |
| Change | | \$0.00 |

Issued By: LHartley *LH* Batch: B10192023-00217



ELLIS COUNTY SHERIFF'S OFFICE

Brad Norman, Sheriff

300 S. Jackson

Waxahachie, Texas 75165

972-825-4901 / FAX 972-825-4941

October 18, 2023

RECEIVED

OCT 19 2023

ELLIS COUNTY TREASURER

001-0330-409930
Estray Revenue
10.19.2023

85.00
cash

Re: 23-14898

Estray Bull Retrieved by Owner

Attached is cash in the amount of \$85.00 for 1 estray bull.

The bull was impounded on October 17, 2023 and claimed by its owner (Martha Serrano) on October 18, 2023. Ms. Serrano owed us \$60.00 for an impound fee and \$25.00 to Hubbard Livestock for storage fees.

Impound = \$60.00

Hubbard Storage/Feed = \$25.00

We have no other outstanding charges or bills due on this estray. Please deposit this money and cause a check to be made out in the amount of \$25.00 to Hubbard Livestock.

Thank you,

Deputy J. Corby #404

25-14896
\$85.00 cash
J. J. Cooby 8404
E. Anderson 303

RECEIVED

OCT 19 2023

ELLIS COUNTY TREASURER

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Keith Roberts

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Maintenance

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

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

LINE ITEM TRANSFER FY2024

DECREASE 001-0020-508070 Operating Expenses by \$1,200

INCREASE 001-0020-508100 Auto Tires by \$1,200



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2023-24

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2023-24 Budget as follows:

| TRANSFER FROM | | |
|-----------------|--------------------|-------------|
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
| 001-0020-508070 | OPERATING EXPENSES | \$ 1,200.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL: | \$ 1,200.00 |

| TRANSFER TO | | |
|-----------------|---------------|-------------|
| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
| 001-0020-508100 | AUTO TIRES | \$ 1,200.00 |
| | | |
| | | |
| | | |
| | | |
| | TOTAL: | \$ 1,200.00 |

Scott R. Roberts 10/17/23 MAINTENANCE
 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: Spina P. Pann

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Lane Grayson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner Pct 2

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

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

LINE ITEM TRANSFER - FY2024

DECREASE 010-0653-508070 FM2 Operating Expenses by \$200,000

INCREASE 010-0653-508020 FM2 Equipment by \$200,000

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Lane Grayson

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner Pct 2

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

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

LINE ITEM TRANSFER FY2023

DECREASE 010-0653-509080 FM2 Lumber by \$6,000

INCREASE 010-0653-509090 FM Repair Parts by \$6,000

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/25/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Hon. Jim Chapman

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: County Court at Law #1

ADDRESS: _____

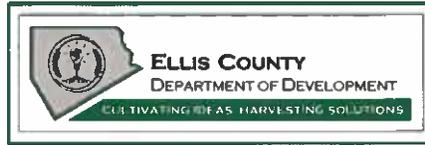
PREFERRED DATE TO BE PLACED ON AGENDA: _____

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

****CONSENT AGENDA****

- Line Item Transfer - FY2023
- DECREASE 001-0380-508820 Books by \$1,550.00
- INCREASE 001-0380-507030 Telephone by \$300.00
- INCREASE 001-0380-508020 Equipment by \$1,000.00
- INCREASE 001-0380-508880 Computer Software by \$250.00

DOD



**Department of Development Agenda Items
Ellis County Commissioners' Court -
October 31, 2023
2:00 PM**

REGULAR AGENDA

Agenda Item No. 1.1

Discussion, consideration, and action on a replat of Whispering Meadows, Tracts 5A-5D & 4B-A1. The 29-acre site is located ± 2,540 feet east of the intersection of Wilson Road and Boyce Road, situated in the F.M. Woodard Survey Abstract No. 1120, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 1

Agenda Item No. 1.2

Ratify staff action on a plat of Pecan Estates. The ± 4.275-acre site is located ± 1,375 feet north of the intersection of E. Pecan Tree Road and Onion Creek Road, situated in the E.C. School Land Survey, Abstract No. 328, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

Agenda Item No. 1.3

Discussion, consideration, and action on a request for a variance to Section IV(A) (i) (a) of the County's Subdivision Regulations Vol. I, for Parcel ID No. 199219 – Pt. Lot 23 Morgan Creek Estates. The property ± 0.84-acre site is located ± 410 feet north of the intersection of Norrell Road and Cattle Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

Agenda Item No. 1.4

Discussion, consideration and action to vacate and abandon a 60-foot strip of right-of-way shown on Shiloh Branch Estates II, recorded in Cabinet C, Slide 711 of the Official Public Records of Ellis County, Texas (OPRECT). The site is located ± 907 north of the intersection of Bryson Lane and Brooke Blvd, in the extraterritorial jurisdiction of the City of Midlothian, Road and Bridge Precinct No. 4.

Agenda Item No. 1.5

Discussion, consideration and action on a quitclaim deed for a 60-foot abandoned and vacated right-of-way as shown on Shiloh Branch Estates II, recorded in Cabinet C, Slide 711 of the Official Public Records of Ellis County, Texas (OPRECT), The site is located ± 907 north of the intersection of Bryson Lane and Brooke Blvd, in the extraterritorial jurisdiction of the City of Midlothian, Road and Bridge Precinct No. 4.

EXECUTIVE SESSION

MUD updates

| | | | |
|--|--|------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | October 17, 2023 |  |
| REPORTING DEPARTMENT: <i>Department of Development (DoD)</i> | | | |
| AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing | Whispering Meadows Tracts 5A-5D & 4BA-1 Replat Pct. No. 1 AGENDA ITEM NO. 1.1 | | |

CAPTION:

Discussion, consideration, and action on a replat of Whispering Meadows, Tracts 5A-5D & 4B-A1. The 29-acre site is located ± 2,540 feet east of the intersection of Wilson Road and Boyce Road, situated in the F.M. Woodard Survey Abstract No. 1120, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 1

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 199199, 222619

APPLICANT(s):
Ace Mulligan Investments, LLC
Michael Farah

ATTACHMENTS:

1) Location Map
2) Plat

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to replat the property to create three (3) additional lots from a previously platted lot and adjust the lot lines for another lot for residential use, for a total of five (5) lots.
- The City of Waxahachie approved this replat at their meeting on August 29, 2023.
- The court approved originally approved the Tract 5 replat in 1993, and Tract 4B replat in 2011.
- A right-of-way width of 30 feet was dedicated previously by the original plat (B-616)

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

| ROADWAY | CLASSIFICATION | ROW DEDICATED | COMPLIANCE |
|------------|------------------|---------------|------------|
| Wilson Rd. | Minor (80'-100') | 10 ft | Yes |

WATER SOURCE:

| PROVIDER | LINE SIZE | AVAILABILITY CONFIRMED |
|-------------|-----------|------------------------|
| Rockett SUD | 4-inch | 6/26/2023 |

NOTICE REQUIREMENTS (if applicable):

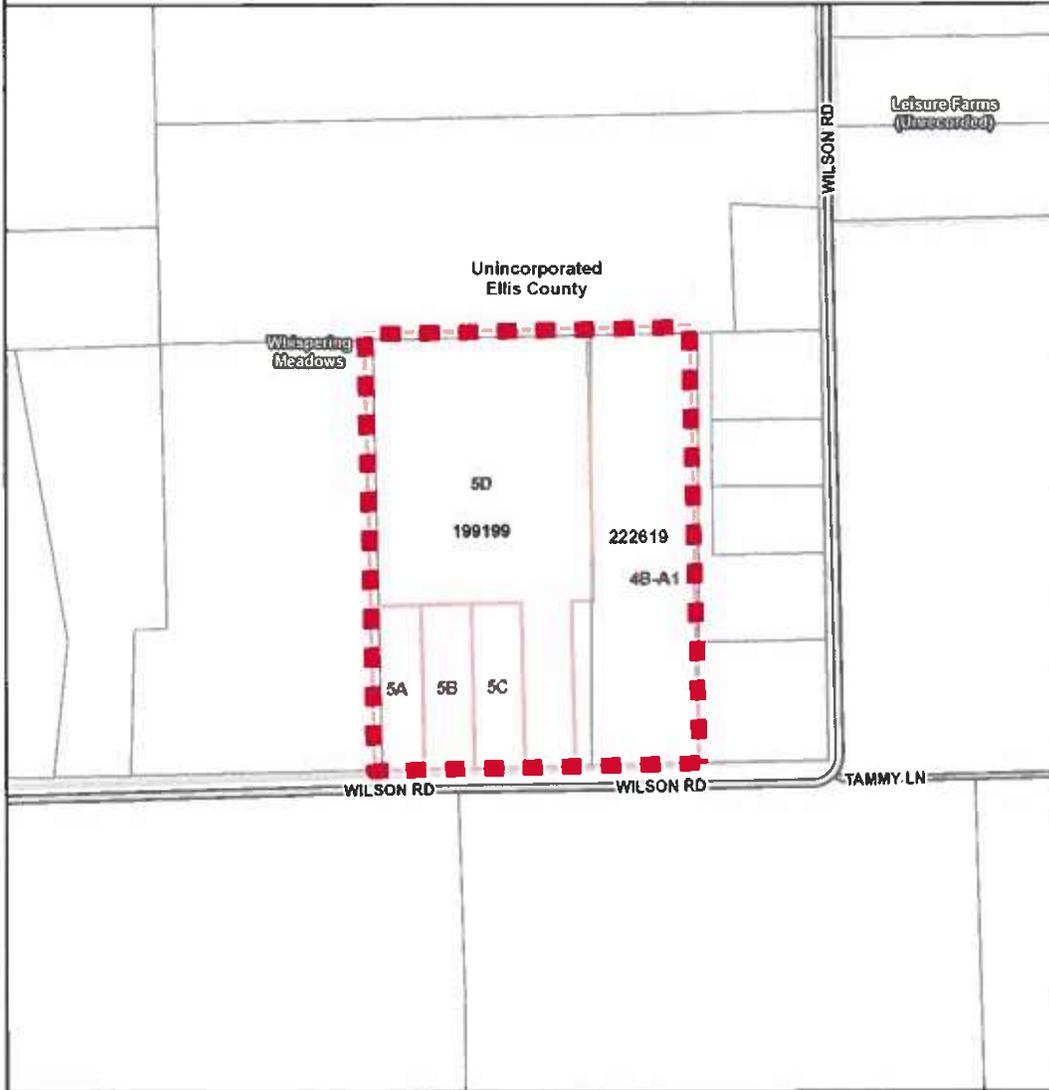
| NEWSPAPER | WEBSITE | SURROUNDING |
|-------------------------------------|---------|---|
| Waxahachie Sun 9/27, 10/4, 10/18 | 9/29/23 | Sixteen (16) Certified Mail Notices mailed on 9/29/23. |

ANALYSIS:

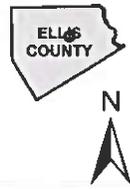
Upon reviewing the proposed replat, staff confirms that this replat application meets the County's current subdivision regulations and recommends approval of this replat, as presented.

Name: **Whispering Meadows Replat**
 Case Number:
 Parcel ID: **199199, 222619**

Department of Development
 Case Location Map
 Date Printed: **8/2/2023**



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness. Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US.



-96 779994 32 388090 Author: nick.magnus GIS@co.ellis.tx.us Date Printed: 8/2/2023 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\DDD Case Location.mxd

| | | | |
|--|---|------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | October 17, 2023 |  |
| REPORTING DEPARTMENT: <i>Department of Development (DoD)</i> | | | |
| AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing | Pecan Estates Pct. No. 3 AGENDA ITEM NO. 1.2 | | |

CAPTION:

Ratify staff action on a plat of Pecan Estates. The ± 4.275-acre site is located ± 1,375 feet north of the intersection of E. Pecan Tree Road and Onion Creek Road, situated in the E.C. School Land Survey, Abstract No. 328, in the extraterritorial jurisdiction (ETJ) of the City of Waxahachie, Road and Bridge Precinct No. 3.

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 182952

APPLICANT(s):
Jose & Benita Chavez

ATTACHMENTS:

1) Location Map
2) Plat

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Disapprove

PROPOSAL & BACKGROUND INFORMATION:

- The applicant wishes to plat the property to create two (2) lots for residential use.
- The City of Waxahachie approved this plat at their meeting on October 10, 2023.

RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:

| ROADWAY | CLASSIFICATION | ROW DEDICATED | COMPLIANCE |
|--------------------|------------------|---------------|------------|
| E. Pecan Tree Road | Minor (80'-100') | 40 ft. | Yes |

WATER SOURCE:

| PROVIDER | LINE SIZE | AVAILABILITY CONFIRMED |
|----------------|-----------|------------------------|
| Nash-Forreston | 6-inch | 8/4/2023 |

NOTICE REQUIREMENTS (if applicable):

| NEWSPAPER | WEBSITE | SURROUNDING |
|-----------|---------|-------------|
| N/A | N/A | N/A |

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 | | October 31, 2023 |  |
| REPORTING DEPARTMENT: DoD | | | |
| AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing | Lot Size Variance Request Pct. No. 4 AGENDA ITEM NO. 1.3 | | |

AGENDA CAPTION:

Discussion, consideration, and action on a request for a variance to Section IV(A) (i) (a) of the County's Subdivision Regulations Vol. I, for Parcel ID No. 199219 – Pt. Lot 23 Morgan Creek Estates. The property ± 0.84-acre site is located ± 410 feet north of the intersection of Norrell Road and Cattle Drive, in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4.

CASE TYPE:

- Bond/Letter of Credit
- Plat/Plat-related
- Regulation Amendment
- Variance Request
- Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 199219

APPLICANT(s):
Shelby Hoffman, Surveyor

ATTACHMENTS:
1) Location Map

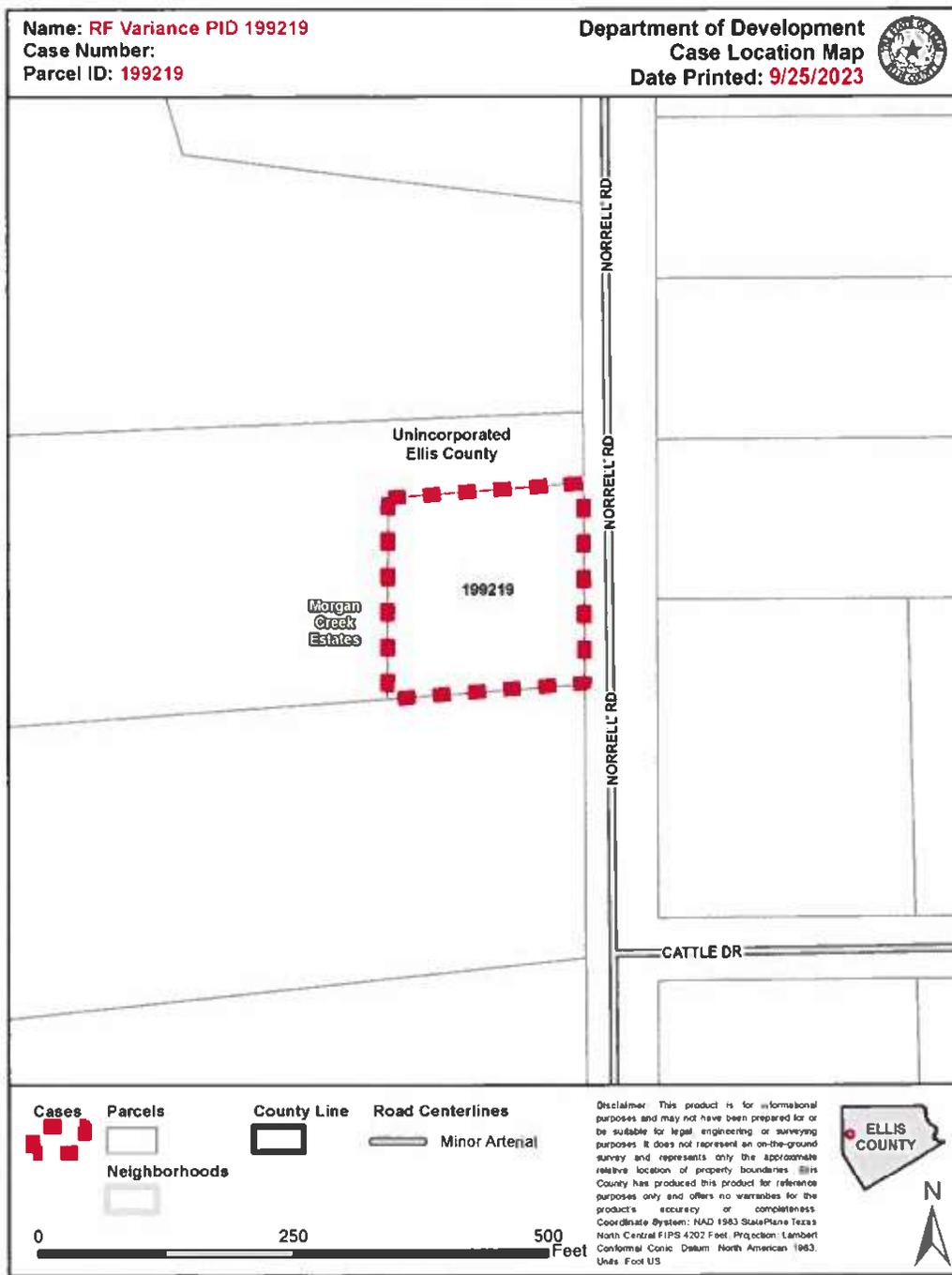
STAFF RECOMMENDATION:

- Approved, as presented
- Approved w/ conditions (See Analysis section)
- Table/Continue item
- Disapprove
- No Action**

BACKGROUND:

- Staff requests no action on this item due to a recent change in ownership of the property.
- As a matter of transparency, staff is placing this item on the agenda in case any of the property owners that were originally notified of this variance request can attend and speak to the item as the hearing was scheduled for this date.
- After sending an updated notice to surrounding property owner's that included a variance to the Septic Order, staff was researching and compiling information for the staff report and noticed that Appraisal District had recently updated the deed transaction records to reflect a purchase in August 2023.
- The original applicant was contacted on October 18th to confirm the change in ownership. Mr. Hoffman supplied contact information for the new owner.
- The new owner was contacted on October 19th for an updated application and letter of request. To date, staff has not been contacted by the new owner regarding the pending request.

At this time, staff recommends no action on this item until updated information can be obtained from the new owners.



| | | | |
|--|--|------------------|---|
| ELLIS COUNTY COMMISSIONERS COURT | | October 31, 2023 |  |
| REPORTING DEPARTMENT: DoD | | | |
| AGENDA TYPE <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing | Right-of-way Abandonment and Quitclaim Deed Pct. No. 4 AGENDA ITEMS NO. 1.4 & 1.5 | | |

CAPTION:

Agenda Item No. 1.4
Discussion, consideration, and action to vacate and abandon a 60-foot strip of right-of-way shown on Shiloh Branch Estates II, recorded in Cabinet C, Slide 711 of the Official Public Records of Ellis County, Texas (OPRECT). The site is located 907 feet north of the intersection of Bryson Lane and Brooke Blvd., in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4

Agenda Item No. 1.5
Discussion, consideration, and action on a quitclaim deed for a 60-foot abandoned and vacated right-of-way as shown on Shiloh Branch Estates II, recorded in Cabinet C, Slide 711 of the Official Public Records of Ellis County, Texas (OPRECT). The site is located 907 feet north of the intersection of Bryson Lane and Brooke Blvd., in the extraterritorial jurisdiction (ETJ) of the City of Midlothian, Road and Bridge Precinct No. 4

CASE TYPE:

Bond/Letter of Credit
 Plat/Plat-related
 Regulation Amendment
 Variance Request
 Misc.

PARCEL ID OR ADDRESS:
Parcel ID No. 199219

APPLICANT(s):
Joshua L & Shasta L Cornwall,
and Cindy & Gary Savell

ATTACHMENTS:
1. Location Map
2. Abandonment Petition

STAFF RECOMMENDATION:

Approved, as presented
 Approved w/ conditions
(See Analysis section)
 Table/Continue item
 Disapprove

BACKGROUND:

Staff received a right-of-way abandonment petition requesting that the Commissioners Court discontinue maintenance and vacate a 60-foot of unimproved right-of-way shown on the Shiloh Branch Estates II Final Plat.

- The Commissioners’ Court approved the final plat of Shiloh Branch Estates II on November 12, 1996.
- Since the right of way is unimproved, there is not any visible traffic along this right-of-way and it has not been maintained by the County.
- The County does not see this as vital to its road network, especially since the platted right of way does not provide connectivity, nor is it paved for vehicle traffic.
- The Shiloh Branch Estates II Final Plat includes two (2) 60-foot right of ways that never connected Bryson Lane to a future road. This request is for the southern unpaved right-of-way.
- Although it appears that the right of way was platted for future connectivity from Bryson Lane, Bryson Springs was subsequently platted without providing connectivity to this dedicated right of way.

ANALYSIS:

Section 251.052 (c) of the Transportation Code requires a posting for at least 20 days “at the courthouse door and other places in the vicinity of the affected route.” These postings occurred on October 11,2023, respectively, and satisfy the legal requirements.

Upon review, the petition to discontinue maintenance and abandon a 60' unimproved right of way within the Shiloh Branch Estates II Subdivision meets all legal requirements.

Should Court approve this request, a subsequent agenda item (No. 1.5) is action to quitclaim deed the property back to the adjacent property owners.

RECOMMENDATION (1.4)

Staff recommends the Court act in the following manner:

1. **Approve** the request to discontinue maintenance and
2. **Approve** the request to vacate the 60' unimproved right of way shown within the Shiloh Branch Estates II final plat.

****Per Chapter 251 of the Texas Transportation Code, a unanimous vote is required for vacating a public road.****

RECOMMENDATION (1.5)

Staff recommends **approval** of the quitclaim deed, subject to the following conditions:

1. A replat showing a revised lot layout shall be submitted for review to the Department of Development prior to the issuance of a development permit for any portion of property adjoining said rights-of-way. Such replat shall meet the requirements of the Subdivision Regulations, Floodplain Order, and other pertinent development regulations.
2. All existing utility easements within the rights-of-way described herein shall be retained by the responsible utility holders until such time the property owner relocates said easements.
3. Any current, future or relocated easements shall be reflected and/or recorded on a future replat.

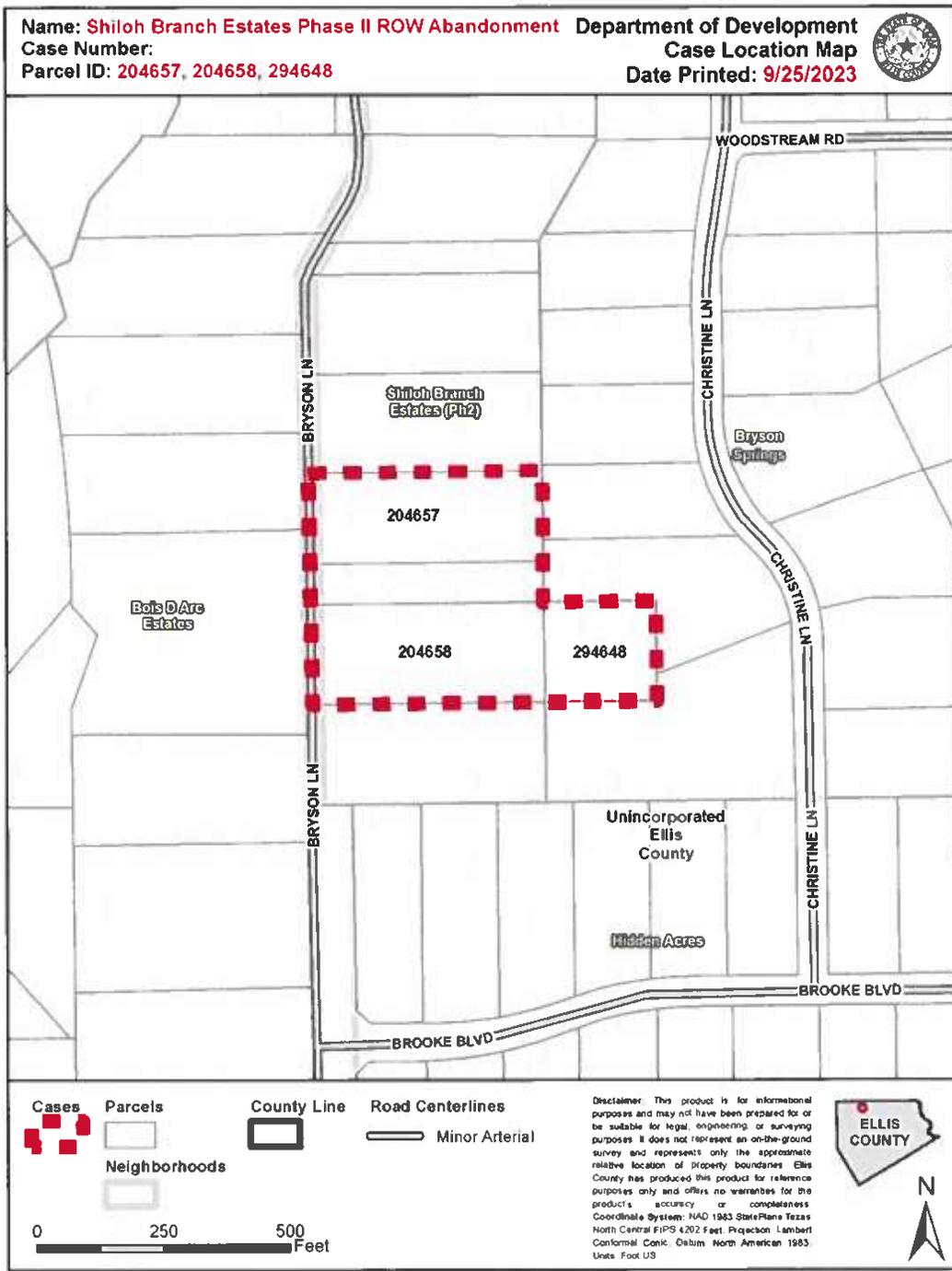


EXHIBIT A
SHEET 1 OF 2

60' RIGHT-OF-WAY ABANDONMENT
0.305 ACRES

ABANDONMENT DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE J. BERRY SURVEY, ABSTRACT NO. 88, ELLIS COUNTY, TEXAS AND BEING A PORTION OF A 60' STRIP OF LAND RESERVED FOR RIGHT-OF-WAY (ROW) AS SHOWN ON SHILOH BRANCH ESTATES II, RECORDED IN CABINET C, SLIDE 711, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR THE INTERSECTION OF THE NORTH ROW LINE OF SAID 60' STRIP AND THE EAST ROW LINE OF BRYSON ROAD (A APPROXIMATE 45' ROW) AND THE COMMON SOUTHWEST CORNER OF LOT 6, OF SAID SHILOH BRANCH ESTATES II, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5, BEARS N 00°36'39" W, A DISTANCE OF 197.00 FEET;

THENCE N 89°19'53" E, ALONG THE NORTH LINE OF SAID 60' STRIP AND THE COMMON SOUTH LINE OF SAID LOT 5, A DISTANCE OF 442.18 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 60' STRIP AND THE COMMON SOUTHWEST CORNER OF SAID LOT 5 AND IN THE WEST LINE OF LOT 18, BRYSON SPRINGS PHASE 1, RECORDED IN CABINET I, SLIDE 708, OPRECT, FROM WHICH A 3/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 5, BEARS N 00°38'58" W, A DISTANCE OF 197.00 FEET;

THENCE S 00°38'58" E, ALONG THE EAST LINE OF SAID 60' STRIP AND THE COMMON WEST LINE OF SAID LOT 18, A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 60' STRIP, BEARS S 00°38'58" E, A DISTANCE OF 30.00 FEET;

THENCE S 89°19'53" W, OVER AND ACROSS SAID 60' STRIP, A DISTANCE OF 442.20 FEET TO A POINT IN THE WEST LINE OF SAID 60' STRIP AND THE COMMON EAST ROW LINE OF SAID BRYSON ROAD, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 60' STRIP, BEARS S 00°36'39" E, A DISTANCE OF 30.00 FEET;

THENCE N 00°36'39" W, ALONG THE WEST LINE OF SAID 60' STRIP AND THE COMMON EAST ROW LINE OF SAID BRYSON ROAD, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.305 ACRES OF LAND MORE OR LESS.


TIMOTHY L. JACKSON
REGISTRATION NUMBER 5644
DATED: 09/07/2023



NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION

PROJECT NO. 2087

TEXAS REALITY CAPTURE & SURVEYING, LLC
P.O. BOX 252
WAXAHACHIE, TEXAS 75168
409.818.0338
TBPLS FIRM NO 10184358

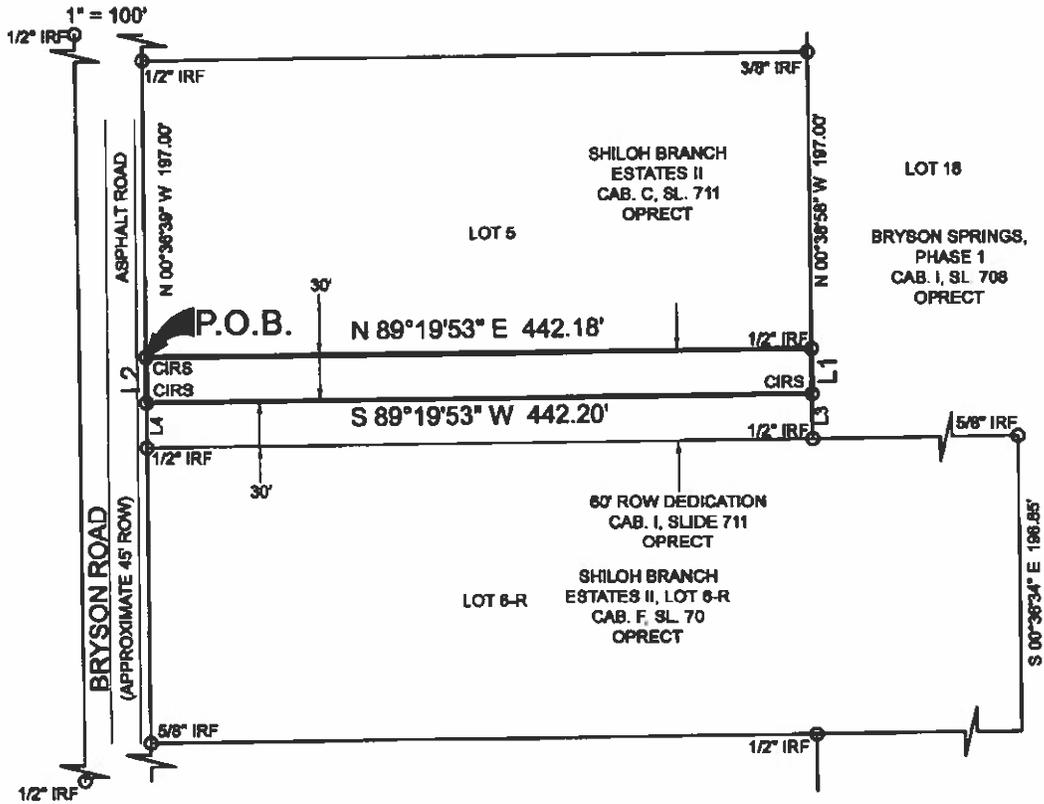


TEXAS REALITY CAPTURE & SURVEYING, LLC



EXHIBIT A
SHEET 2 OF 2

60' RIGHT-OF-WAY ABANDONMENT
0.305 ACRES



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 00°38'58" E | 30.00' |
| L2 | N 00°36'39" W | 30.00' |
| L3 | S 00°38'58" E | 30.00' |
| L4 | S 00°36'39" E | 30.00' |

LEGEND:

- CIR3 = 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET
- CIRF = CAPPED IRON ROD FOUND
- IRF = IRON ROD FOUND
- OPRECT = OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
- (XXX) = INDICATE RECORD OR DEED CALLS
- ROW = RIGHT-OF-WAY

NOTES:

DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS PLAT

PROJECT NO. 2057

TEXAS REALITY CAPTURE
& SURVEYING, LLC

P.O. BOX 282
WAXAHACHE, TEXAS 75108
409.818.0338
TSPLS FIRM NO 10184368



EXHIBIT A
SHEET 1 OF 2

60' RIGHT-OF-WAY ABANDONMENT
0.305 ACRES

ABANDONMENT DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE J. BERRY SURVEY, ABSTRACT NO. 86, ELLIS COUNTY, TEXAS AND BEING A PORTION OF A 60' STRIP OF LAND RESERVED FOR RIGHT-OF-WAY (ROW) AS SHOWN ON SHILOH BRANCH ESTATES II, RECORDED IN CABINET C, SLIDE 711, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE INTERSECTION OF THE SOUTH ROW LINE OF SAID 60' STRIP AND THE EAST ROW LINE OF BRYSON ROAD (AN APPROXIMATE 45' ROW) AND THE COMMON NORTHWEST CORNER OF LOT 6-R, SHILOH BRANCH ESTATES II, LOT 6-R, RECORDED IN CABINET F, SLIDE 70, OPRECT FROM WHICH A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 6-R, BEARS S 00°36'39" E, A DISTANCE OF 197.00 FEET;

THENCE N 00°36'39" W, ALONG THE WEST LINE OF SAID 60' STRIP AND THE COMMON EAST ROW LINE OF SAID BRYSON ROAD, A DISTANCE OF 30.00 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR THE INTERSECTION OF THE NORTH ROW LINE OF SAID 60' STRIP AND THE EAST ROW LINE OF SAID BRYSON ROAD AND THE SOUTHWEST CORNER OF LOT 5, SHILOH BRANCH ESTATES II, BEARS N 00°36'39" W, A DISTANCE OF 30.00 FEET;

THENCE N 89°19'53" E, OVER AND ACROSS SAID 60' STRIP, A DISTANCE OF 442.20 FEET TO A POINT IN THE EAST LINE OF SAID 60' STRIP AND THE COMMON WEST LINE OF LOT 18, BRYSON SPRINGS, PHASE 1, RECORDED IN CABINET I, SLIDE 708, OPRECT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 60' STRIP AND THE COMMON SOUTHEAST CORNER OF SAID LOT 5, BEARS N 00°38'58" E, A DISTANCE OF 30.00 FEET;

THENCE S 00°38'58" E, ALONG THE EAST LINE OF SAID 60' STRIP AND THE COMMON WEST LINE OF SAID LOT 18, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 60' STRIP AND THE COMMON SOUTHWEST CORNER OF SAID LOT 18 AND BEING IN THE NORTH LINE OF SAID LOT 8-R;

THENCE S 89°19'55" W, ALONG THE SOUTH LINE OF SAID 60' STRIP AND THE COMMON NORTH LINE OF SAID LOT 8-R, A DISTANCE OF 442.22 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.305 ACRES OF LAND MORE OR LESS.

TIMOTHY L. JACKSON
REGISTRATION NUMBER 5644

DATED: 09/07/2023

NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION



PROJECT NO. 2067

TEXAS REALITY CAPTURE
& SURVEYING, LLC

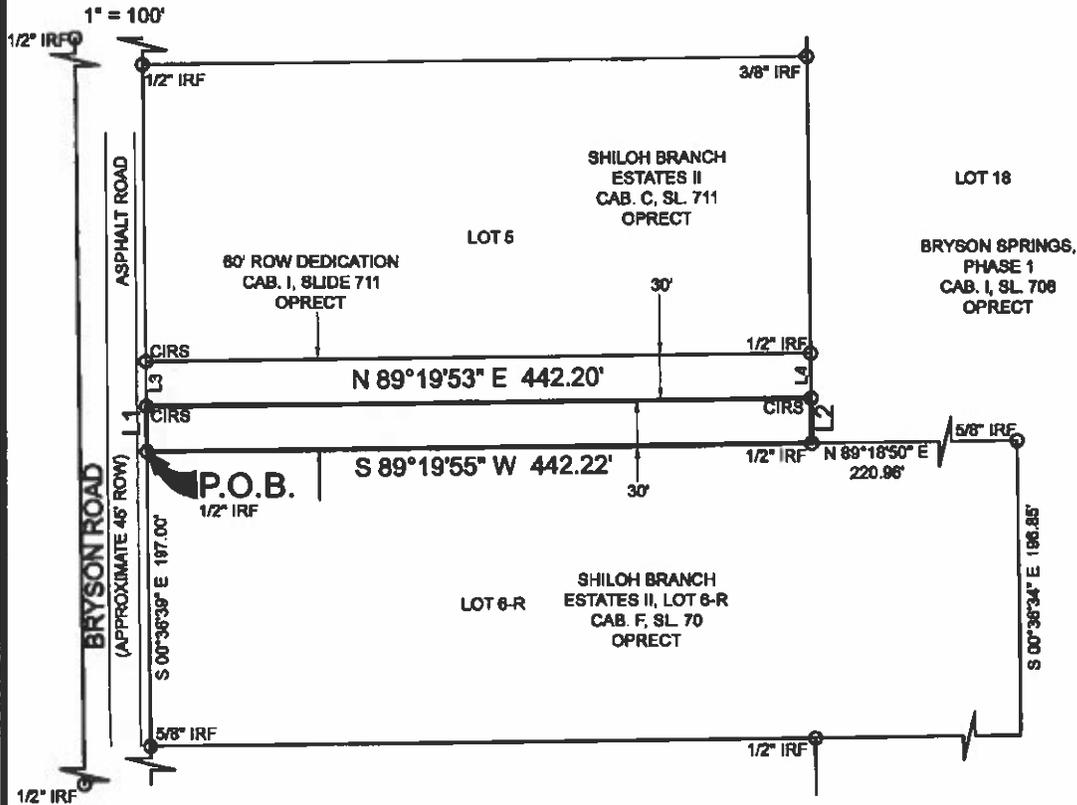
P.O. BOX 252
WAXAHACHE, TEXAS 75168
409.518.0330
TBPLS FIRM NO 10194350





EXHIBIT A
SHEET 2 OF 2

60' RIGHT-OF-WAY ABANDONMENT
0.305 ACRES



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 00°38'39" W | 30.00' |
| L2 | S 00°38'58" E | 30.00' |
| L3 | N 00°38'39" W | 30.00' |
| L4 | N 00°38'58" W | 30.00' |

LEGEND:

CIRS = 5/8" IRON ROD WITH CAP STAMPED "TXRCS" 8ET
 CIRF = CAPPED IRON ROD FOUND
 IRF = IRON ROD FOUND
 OPRECT = OFFICIAL PUBLIC RECORDS,
 ELLIS COUNTY, TEXAS
 (XXX) = INDICATE RECORD OR DEED CALLS
 ROW = RIGHT-OF-WAY

NOTES:
DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS PLAT

PROJECT NO. 2057

**TEXAS REALITY CAPTURE
& SURVEYING, LLC**

P.O. BOX 282
 WAKAHACHE, TEXAS 76108
 409.516.0338
 TBPLS FIRM NO 10194369

TEXAS REALITY CAPTURE & SURVEYING, LLC

| Item Title | Item Description and Quantity |
|------------------------------------|--|
| Miscellaneous Electronic Equipment | 4 ea laptops, 2 ea I-Pads, 3 ea CPU's, 55" Samsung TV, 3 ea scanners, 2 ea Overhead Projectors, 1 Printer/Copier |
| Tahoe Back Seat Door Panels | Approximately 90 Tahoe Back Seat Door Panels |
| Custom Tool Boxes | 4 ea Custom Tool Boxes for Tahoe |
| Fuel Tank | 1 ea Fuel Tank w/ pump for Truck Bed |
| Surveillance Cameras | 1 box of Axion and Bosch Surveillance Camera parts |
| Toner Cartridges | Approximately 30 boxes Toner Cartridges - Some used |
| Vehicle Jump Seats | 4 ea Vehicle Jump Seats |
| Vehicle Misc Interior Parts | 1 ea Back Seat, 2 ea Front Door Panels, 5 Console Covers, Miscellaneous Trim Pieces |
| Metal File Cabinets | 6 ea Metal File Cabinets / Shelves |
| Truck Bed Tool Boxes | 2 Ea Truck Bed Tool Boxes |

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: October 24, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 31, 2023

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

Discussion, consideration, and approval to renew the contract with Axon Enterprise, Inc., for 110 Body Cameras in an amount of \$479,641.44 for the Ellis County Sheriff's Office with an annual payment of \$95,928.28 per year for five years using BuyBoard Contract No. 648-21.

Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-472605-45208.869MA
 Issued: 10/09/2023
 Quote Expiration: 10/31/2023
 Estimated Contract Start Date: 01/15/2024
 Account Number: 315247
 Payment Terms: N30
 Delivery Method:



| SHIP TO | BILL TO | SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|--|---|
| 300 S Jackson St 300 S Jackson St Waxahachie, TX 75165-3750 USA | Ellis County Sheriff's Office - TX 300 S Jackson St Waxahachie TX 75165-3750 USA Email: | Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax: | Brady Davidson Phone: 972-825-4984 Email: brady.davidson@elliscounty.texas.gov Fax: (972) 825-4941 |

Quote Summary

| | |
|-------------------------------|---------------------|
| Program Length | 60 Months |
| TOTAL COST | \$479,641.44 |
| ESTIMATED TOTAL W/ TAX | \$479,641.44 |

Discount Summary

| | |
|--------------------------|---------------------|
| Average Savings Per Year | \$42,992.91 |
| TOTAL SAVINGS | \$214,964.56 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|---------------------|---------------|---------------------|
| Dec 2023 | \$95,928.28 | \$0.00 | \$95,928.28 |
| Dec 2024 | \$95,928.29 | \$0.00 | \$95,928.29 |
| Dec 2025 | \$95,928.29 | \$0.00 | \$95,928.29 |
| Dec 2026 | \$95,928.29 | \$0.00 | \$95,928.29 |
| Dec 2027 | \$95,928.29 | \$0.00 | \$95,928.29 |
| Total | \$479,641.44 | \$0.00 | \$479,641.44 |

Quote Unbundled Price: \$694,606.00
 Quote List Price: \$643,284.40
 Quote Subtotal: \$479,641.44

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|---|------|------|-----------|------------|-----------|---------------------|---------------|---------------------|
| Program | | | | | | | | | |
| BWCamIMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 10 | 60 | \$70.49 | \$34.66 | \$34.66 | \$20,796.00 | \$0.00 | \$20,796.00 |
| BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | 60 | \$13.94 | \$11.92 | \$11.92 | \$9,297.60 | \$0.00 | \$9,297.60 |
| BWCamTAP | Body Worn Camera TAP Bundle | 110 | 60 | \$36.78 | \$32.50 | \$32.50 | \$214,500.00 | \$0.00 | \$214,500.00 |
| A la Carte Hardware | | | | | | | | | |
| H00001 | AB4 Camera Bundle | 84 | | | \$849.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H00001 | AB4 Camera Bundle | 26 | | | \$849.00 | \$849.00 | \$22,074.00 | \$0.00 | \$22,074.00 |
| H00001 | AB4 Camera Bundle | 1 | | | \$849.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H00002 | AB4 Multi Bay Dock Bundle | 10 | | | \$1,638.90 | \$43.90 | \$439.00 | \$0.00 | \$439.00 |
| H00003 | AB4 1-Bay Dock Bundle | 13 | | | \$229.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A la Carte Software | | | | | | | | | |
| 73682 | AUTO TAGGING LICENSE | 110 | 60 | | \$9.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | 60 | | \$0.60 | \$0.60 | \$54,000.00 | \$0.00 | \$54,000.00 |
| BasicLicense | Basic License Bundle | 121 | 60 | | \$16.87 | \$16.25 | \$117,975.00 | \$0.00 | \$117,975.00 |
| ProLicense | Pro License Bundle | 16 | 60 | | \$42.91 | \$42.25 | \$40,559.84 | \$0.00 | \$40,559.84 |
| A la Carte Services | | | | | | | | | |
| 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1 | | | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | | | \$479,641.44 | \$0.00 | \$479,641.44 |

Delivery Schedule

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|---|--------|---|-----|-------------------------|
| AB4 1-Bay Dock Bundle | 100201 | AXON BODY 4 - 1 BAY DOCK | 13 | 01/15/2024 |
| AB4 1-Bay Dock Bundle | 71104 | NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT | 13 | 01/15/2024 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK | 84 | 01/15/2024 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK | 1 | 01/15/2024 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK | 26 | 01/15/2024 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK | 2 | 01/15/2024 |
| AB4 Camera Bundle | 100466 | USB-C to USB-C CABLE FOR AB4 | 93 | 01/15/2024 |
| AB4 Camera Bundle | 100466 | USB-C to USB-C CABLE FOR AB4 | 2 | 01/15/2024 |
| AB4 Camera Bundle | 100466 | USB-C to USB-C CABLE FOR AB4 | 29 | 01/15/2024 |
| AB4 Camera Bundle | 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | 93 | 01/15/2024 |
| AB4 Camera Bundle | 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | 2 | 01/15/2024 |
| AB4 Camera Bundle | 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | 29 | 01/15/2024 |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK | 10 | 01/15/2024 |
| AB4 Multi Bay Dock Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 10 | 01/15/2024 |
| AB4 Multi Bay Dock Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 10 | 01/15/2024 |
| Body Worn Camera Multi-Bay Dock TAP Bundle | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | 10 | 06/15/2026 |
| Body Worn Camera Single-Bay Dock TAP Bundle | 73313 | 1-BAY DOCK AXON CAMERA REFRESH ONE | 13 | 06/15/2026 |
| Body Worn Camera TAP Bundle | 73309 | AXON CAMERA REFRESH ONE | 113 | 06/15/2026 |
| Body Worn Camera Multi-Bay Dock TAP Bundle | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | 10 | 12/15/2028 |
| Body Worn Camera Single-Bay Dock TAP Bundle | 73314 | 1-BAY DOCK AXON CAMERA REFRESH TWO | 13 | 12/15/2028 |
| Body Worn Camera TAP Bundle | 73310 | AXON CAMERA REFRESH TWO | 113 | 12/15/2028 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|----------------------|-------|--------------------------------------|------|----------------------|--------------------|
| Basic License Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 121 | 01/15/2024 | 01/14/2029 |
| Basic License Bundle | 73840 | EVIDENCE.COM BASIC ACCESS LICENSE | 121 | 01/15/2024 | 01/14/2029 |
| Pro License Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 48 | 01/15/2024 | 01/14/2029 |
| Pro License Bundle | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 16 | 01/15/2024 | 01/14/2029 |
| A la Carte | 73682 | AUTO TAGGING LICENSE | 110 | 01/15/2024 | 01/14/2029 |
| A la Carte | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | 01/15/2024 | 01/14/2029 |

Services

| Bundle | Item | Description | QTY |
|------------|-------|---|-----|
| A la Carte | 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|--------|------|-------------|-----|----------------------|--------------------|
|--------|------|-------------|-----|----------------------|--------------------|

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|-------|-------------------------------------|-----|----------------------|--------------------|
| Body Worn Camera TAP Bundle | 80464 | EXT WARRANTY, CAMERA (TAP) | 110 | 01/15/2024 | 01/14/2029 |
| Body Worn Camera TAP Bundle | 80464 | EXT WARRANTY, CAMERA (TAP) | 3 | 01/15/2024 | 01/14/2029 |
| Body Worn Camera Multi-Bay Dock TAP Bundle | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 10 | 12/15/2024 | 01/14/2029 |
| Body Worn Camera Single-Bay Dock TAP Bundle | 80466 | EXT WARRANTY, SINGLE-BAY DOCK (TAP) | 13 | 12/15/2024 | 01/14/2029 |

Payment Details

| Dec 2023 | | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------|--------------|---|------|--------------------|---------------|--------------------|
| Invoice Plan | Year 1 | 73682 | AUTO TAGGING LICENSE | 110 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | Year 1 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | \$10,800.00 | \$0.00 | \$10,800.00 |
| Year 1 | Year 1 | BasicLicense | Basic License Bundle | 121 | \$23,594.99 | \$0.00 | \$23,594.99 |
| Year 1 | Year 1 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 10 | \$4,159.20 | \$0.00 | \$4,159.20 |
| Year 1 | Year 1 | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | \$1,859.52 | \$0.00 | \$1,859.52 |
| Year 1 | Year 1 | BWCamTAP | Body Worn Camera TAP Bundle | 110 | \$42,900.00 | \$0.00 | \$42,900.00 |
| Year 1 | Year 1 | H00001 | AB4 Camera Bundle | 84 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | Year 1 | H00001 | AB4 Camera Bundle | 1 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | Year 1 | H00001 | AB4 Camera Bundle | 26 | \$4,414.80 | \$0.00 | \$4,414.80 |
| Year 1 | Year 1 | H00002 | AB4 Multi Bay Dock Bundle | 10 | \$87.80 | \$0.00 | \$87.80 |
| Year 1 | Year 1 | H00003 | AB4 1-Bay Dock Bundle | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 1 | Year 1 | ProLicense | Pro License Bundle | 16 | \$8,111.97 | \$0.00 | \$8,111.97 |
| Total | | | | | \$95,928.28 | \$0.00 | \$95,928.28 |

| Jan 2024 | | Item | Description | Qty | Subtotal | Tax | Total |
|--------------------------|--------------------------|-------------|---|-----|---------------|---------------|---------------|
| Invoice Plan | Invoice Upon Fulfillment | 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | 1 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | Invoice Upon Fulfillment | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | \$0.00 | \$0.00 | \$0.00 |

| Dec 2024 | | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------|--------------|---|------|--------------------|---------------|--------------------|
| Invoice Plan | Year 2 | 73682 | AUTO TAGGING LICENSE | 110 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | Year 2 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | \$10,800.00 | \$0.00 | \$10,800.00 |
| Year 2 | Year 2 | BasicLicense | Basic License Bundle | 121 | \$23,595.00 | \$0.00 | \$23,595.00 |
| Year 2 | Year 2 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 10 | \$4,159.20 | \$0.00 | \$4,159.20 |
| Year 2 | Year 2 | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | \$1,859.52 | \$0.00 | \$1,859.52 |
| Year 2 | Year 2 | BWCamTAP | Body Worn Camera TAP Bundle | 110 | \$42,900.00 | \$0.00 | \$42,900.00 |
| Year 2 | Year 2 | H00001 | AB4 Camera Bundle | 84 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | Year 2 | H00001 | AB4 Camera Bundle | 1 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | Year 2 | H00001 | AB4 Camera Bundle | 26 | \$4,414.80 | \$0.00 | \$4,414.80 |
| Year 2 | Year 2 | H00002 | AB4 Multi Bay Dock Bundle | 10 | \$87.80 | \$0.00 | \$87.80 |
| Year 2 | Year 2 | H00003 | AB4 1-Bay Dock Bundle | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 2 | Year 2 | ProLicense | Pro License Bundle | 16 | \$8,111.97 | \$0.00 | \$8,111.97 |
| Total | | | | | \$95,928.29 | \$0.00 | \$95,928.29 |

| Dec 2025 | | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------|--------------|--------------------------------------|------|-------------|--------|-------------|
| Invoice Plan | Year 3 | 73682 | AUTO TAGGING LICENSE | 110 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | Year 3 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | \$10,800.00 | \$0.00 | \$10,800.00 |
| Year 3 | Year 3 | BasicLicense | Basic License Bundle | 121 | \$23,595.00 | \$0.00 | \$23,595.00 |

Dec 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|-------------|---|-----|--------------------|---------------|--------------------|
| Year 3 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 10 | \$4,159.20 | \$0.00 | \$4,159.20 |
| Year 3 | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | \$1,859.52 | \$0.00 | \$1,859.52 |
| Year 3 | BWCamTAP | Body Worn Camera TAP Bundle | 110 | \$42,900.00 | \$0.00 | \$42,900.00 |
| Year 3 | H00001 | AB4 Camera Bundle | 84 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | H00001 | AB4 Camera Bundle | 1 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | H00001 | AB4 Camera Bundle | 26 | \$4,414.80 | \$0.00 | \$4,414.80 |
| Year 3 | H00002 | AB4 Multi Bay Dock Bundle | 10 | \$87.80 | \$0.00 | \$87.80 |
| Year 3 | H00003 | AB4 1-Bay Dock Bundle | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 3 | ProLicense | Pro License Bundle | 16 | \$8,111.97 | \$0.00 | \$8,111.97 |
| Total | | | | \$95,928.29 | \$0.00 | \$95,928.29 |

Dec 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------------|---|------|--------------------|---------------|--------------------|
| Year 4 | 73682 | AUTO TAGGING LICENSE | 110 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | \$10,800.00 | \$0.00 | \$10,800.00 |
| Year 4 | BasicLicense | Basic License Bundle | 121 | \$23,595.00 | \$0.00 | \$23,595.00 |
| Year 4 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 10 | \$4,159.20 | \$0.00 | \$4,159.20 |
| Year 4 | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | \$1,859.52 | \$0.00 | \$1,859.52 |
| Year 4 | BWCamTAP | Body Worn Camera TAP Bundle | 110 | \$42,900.00 | \$0.00 | \$42,900.00 |
| Year 4 | H00001 | AB4 Camera Bundle | 84 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | H00001 | AB4 Camera Bundle | 1 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | H00001 | AB4 Camera Bundle | 26 | \$4,414.80 | \$0.00 | \$4,414.80 |
| Year 4 | H00002 | AB4 Multi Bay Dock Bundle | 10 | \$87.80 | \$0.00 | \$87.80 |
| Year 4 | H00003 | AB4 1-Bay Dock Bundle | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 4 | ProLicense | Pro License Bundle | 16 | \$8,111.97 | \$0.00 | \$8,111.97 |
| Total | | | | \$95,928.29 | \$0.00 | \$95,928.29 |

Dec 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|--------------|--------------|---|------|--------------------|---------------|--------------------|
| Year 5 | 73682 | AUTO TAGGING LICENSE | 110 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 1500 | \$10,800.00 | \$0.00 | \$10,800.00 |
| Year 5 | BasicLicense | Basic License Bundle | 121 | \$23,595.00 | \$0.00 | \$23,595.00 |
| Year 5 | BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 10 | \$4,159.20 | \$0.00 | \$4,159.20 |
| Year 5 | BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 13 | \$1,859.52 | \$0.00 | \$1,859.52 |
| Year 5 | BWCamTAP | Body Worn Camera TAP Bundle | 110 | \$42,900.00 | \$0.00 | \$42,900.00 |
| Year 5 | H00001 | AB4 Camera Bundle | 84 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | H00001 | AB4 Camera Bundle | 1 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | H00001 | AB4 Camera Bundle | 26 | \$4,414.80 | \$0.00 | \$4,414.80 |
| Year 5 | H00002 | AB4 Multi Bay Dock Bundle | 10 | \$87.80 | \$0.00 | \$87.80 |
| Year 5 | H00003 | AB4 1-Bay Dock Bundle | 13 | \$0.00 | \$0.00 | \$0.00 |
| Year 5 | ProLicense | Pro License Bundle | 16 | \$8,111.97 | \$0.00 | \$8,111.97 |
| Total | | | | \$95,928.29 | \$0.00 | \$95,928.29 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00019921 (originated via Q-167911) and is terminating that contract upon the new license start date (1/15/2024) of this quote

Signature

Date Signed

10/9/2023



COMMISSIONERS COURT AGENDA REQUEST

23

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: October 24, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 31, 2023

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

Discussion, consideration, and approval to purchase six (6) additional Fleet Cameras from Axon Enterprises, Inc., for the Ellis County Sheriff's Office in an amount of \$53,766.00 to be paid in five (5) installments of four (4) payments of \$13,441.20 and one (1) payment of \$1.20 over a four-year period using BuyBoard Contract No. 648-21.

Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-473321-45210.808MA

Issued: 10/11/2023

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 05/01/2024

Account Number: 315247
 Payment Terms: N30
 Delivery Method:



| SHIP TO | BILL TO | SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|--|---|
| 300 S Jackson St 300 S Jackson St Waxahachie, TX 75165-3750 USA | Ellis County Sheriff's Office - TX 300 S Jackson St Waxahachie TX 75165-3750 USA Email: | Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax: | Brady Davidson Phone: 972-825-4984 Email: brady.davidson@elliscounty.texas.gov Fax: (972) 825-4941 |

Quote Summary

| | |
|-------------------------------|-------------|
| Program Length | 42 Months |
| TOTAL COST | \$53,766.00 |
| ESTIMATED TOTAL W/ TAX | \$53,766.00 |

Discount Summary

| | |
|--------------------------|-------------|
| Average Savings Per Year | \$8,901.36 |
| TOTAL SAVINGS | \$31,154.76 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|---------------|--------------------|
| Apr 2024 | \$13,441.20 | \$0.00 | \$13,441.20 |
| May 2024 | \$1.20 | \$0.00 | \$1.20 |
| Oct 2024 | \$13,441.20 | \$0.00 | \$13,441.20 |
| Oct 2025 | \$13,441.20 | \$0.00 | \$13,441.20 |
| Oct 2026 | \$13,441.20 | \$0.00 | \$13,441.20 |
| Total | \$53,766.00 | \$0.00 | \$53,766.00 |

Quote Unbundled Price: \$84,920.76
 Quote List Price: \$63,064.80
 Quote Subtotal: \$53,766.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|--------------|---------------------------------|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| Program | | | | | | | | | |
| 80461 | FLEET 3 BUNDLE WITH TAP TRUE UP | 6 | 18 | | \$115.75 | \$115.75 | \$12,501.00 | \$0.00 | \$12,501.00 |
| Fleet3B+TAP | Fleet 3 Basic + TAP | 6 | 42 | \$287.38 | \$200.65 | \$163.75 | \$41,265.00 | \$0.00 | \$41,265.00 |
| Total | | | | | | | \$53,766.00 | \$0.00 | \$53,766.00 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|---------------------|-------|--|-----|-------------------------|
| Fleet 3 Basic + TAP | 11634 | CRADLEPOINT IBR900-1200M-8-NPS+5YR NETCLOUD | 6 | 04/01/2024 |
| Fleet 3 Basic + TAP | 70112 | AXON SIGNAL UNIT | 6 | 04/01/2024 |
| Fleet 3 Basic + TAP | 71200 | FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL | 6 | 04/01/2024 |
| Fleet 3 Basic + TAP | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 6 | 04/01/2024 |
| Fleet 3 Basic + TAP | 72048 | FLEET SIM INSERTION, ATT | 6 | 04/01/2024 |
| Fleet 3 Basic + TAP | 72040 | FLEET REFRESH, 2 CAMERA KIT | 6 | 10/01/2027 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80400 | FLEET, VEHICLE LICENSE | 6 | 05/01/2024 | 10/31/2027 |
| Fleet 3 Basic + TAP | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 12 | 05/01/2024 | 10/31/2027 |

Services

| Bundle | Item | Description | QTY |
|---------------------|-------|----------------------------------|-----|
| Fleet 3 Basic + TAP | 73391 | FLEET 3 DEPLOYMENT (PER VEHICLE) | 6 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80379 | EXT WARRANTY, AXON SIGNAL UNIT | 6 | 05/01/2024 | 10/31/2027 |
| Fleet 3 Basic + TAP | 80495 | EXT WARRANTY, FLEET 3 2 CAMERA KIT | 6 | 04/01/2025 | 10/31/2027 |

Payment Details

| Apr 2024 | | | | | | |
|--------------|-------------|---------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 1 | 80461 | FLEET 3 BUNDLE WITH TAP TRUE UP | 6 | \$3,125.25 | \$0.00 | \$3,125.25 |
| Year 1 | Fleet3B+TAP | Fleet 3 Basic + TAP | 6 | \$10,315.95 | \$0.00 | \$10,315.95 |
| Total | | | | \$13,441.20 | \$0.00 | \$13,441.20 |

| May 2024 | | | | | | |
|--------------------------|-------------|---------------------|-----|---------------|---------------|---------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Invoice Upon Fulfillment | Fleet3B+TAP | Fleet 3 Basic + TAP | 6 | \$1.20 | \$0.00 | \$1.20 |
| Total | | | | \$1.20 | \$0.00 | \$1.20 |

| Oct 2024 | | | | | | |
|--------------|-------------|---------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 2 | 80461 | FLEET 3 BUNDLE WITH TAP TRUE UP | 6 | \$3,125.25 | \$0.00 | \$3,125.25 |
| Year 2 | Fleet3B+TAP | Fleet 3 Basic + TAP | 6 | \$10,315.95 | \$0.00 | \$10,315.95 |
| Total | | | | \$13,441.20 | \$0.00 | \$13,441.20 |

| Oct 2025 | | | | | | |
|--------------|-------------|---------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 3 | 80461 | FLEET 3 BUNDLE WITH TAP TRUE UP | 6 | \$3,125.25 | \$0.00 | \$3,125.25 |
| Year 3 | Fleet3B+TAP | Fleet 3 Basic + TAP | 6 | \$10,315.95 | \$0.00 | \$10,315.95 |
| Total | | | | \$13,441.20 | \$0.00 | \$13,441.20 |

| Oct 2026 | | | | | | |
|--------------|-------------|---------------------------------|-----|--------------------|---------------|--------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 4 | 80461 | FLEET 3 BUNDLE WITH TAP TRUE UP | 6 | \$3,125.25 | \$0.00 | \$3,125.25 |
| Year 4 | Fleet3B+TAP | Fleet 3 Basic + TAP | 6 | \$10,315.95 | \$0.00 | \$10,315.95 |
| Total | | | | \$13,441.20 | \$0.00 | \$13,441.20 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/11/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Ellis County Sheriff's Office - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

if purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

COMMISSIONERS COURT AGENDA REQUEST

2.4

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-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: October 24, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (**Y** / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 31, 2023

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

Discussion, consideration, and approval to purchase ten (10) Taser's from Axon Enterprise, Inc., for the Ellis County Sheriff's Office, in an amount of \$13,923.00 with a 2-year payment plan of \$6,961.50 per year using BuyBoard Contract No. 648-21.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-475999-45210.830MA

Issued: 10/17/2023

Quote Expiration: 10/31/2023

Estimated Contract Start Date: 12/19/2023

Account Number: 315247

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO | SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|---|--|---|
| 300 S Jackson St 300 S Jackson St Waxahachie, TX 75165-3750 USA | Ellis County Sheriff's Office - TX 300 S Jackson St Waxahachie TX 75165-3750 USA Email: | Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax: | Brady Davidson Phone: 972-825-4984 Email: brady.davidson@elliscounty.texas.gov Fax: (972) 825-4941 |

Quote Summary

| | |
|-------------------------------|-------------|
| Program Length | 21 Months |
| TOTAL COST | \$13,923.00 |
| ESTIMATED TOTAL W/ TAX | \$13,923.00 |

Discount Summary

| | |
|--------------------------|-------------|
| Average Savings Per Year | \$11,742.00 |
| TOTAL SAVINGS | \$20,548.50 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|---------------|--------------------|
| Nov 2023 | \$6,961.50 | \$0.00 | \$6,961.50 |
| Aug 2024 | \$6,961.50 | \$0.00 | \$6,961.50 |
| Total | \$13,923.00 | \$0.00 | \$13,923.00 |

Quote Unbundled Price: \$34,471.50
 Quote List Price: \$13,923.00
 Quote Subtotal: \$13,923.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------|------------------------------|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| Program | | | | | | | | | |
| T7Cert | TASER 7 Certification Bundle | 10 | 21 | \$164.15 | \$66.30 | \$66.30 | \$13,923.00 | \$0.00 | \$13,923.00 |
| Total | | | | | | | \$13,923.00 | \$0.00 | \$13,923.00 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|------------------------------|-------|--|-----|-------------------------|
| TASER 7 Certification Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 10 | 11/15/2023 |
| TASER 7 Certification Bundle | 20018 | TASER BATTERY PACK, TACTICAL | 12 | 11/15/2023 |
| TASER 7 Certification Bundle | 20160 | TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER | 10 | 11/15/2023 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 30 | 11/15/2023 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 20 | 11/15/2023 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 30 | 11/15/2023 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 20 | 11/15/2023 |
| TASER 7 Certification Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 20 | 11/15/2023 |
| TASER 7 Certification Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 20 | 11/15/2023 |
| TASER 7 Certification Bundle | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 10 | 11/15/2023 |
| TASER 7 Certification Bundle | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 10 | 11/15/2023 |
| TASER 7 Certification Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE COM DOCK | 1 | 11/15/2023 |
| TASER 7 Certification Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 1 | 11/15/2023 |
| TASER 7 Certification Bundle | 74200 | TASER 6-BAY DOCK AND CORE | 1 | 11/15/2023 |
| TASER 7 Certification Bundle | 80087 | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | 1 | 11/15/2023 |
| TASER 7 Certification Bundle | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 1 | 11/15/2023 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 20 | 08/15/2024 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 20 | 08/15/2024 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------------------|-------|------------------------------|-----|----------------------|--------------------|
| TASER 7 Certification Bundle | 20248 | TASER 7 EVIDENCE COM LICENSE | 10 | 12/15/2023 | 09/14/2025 |
| TASER 7 Certification Bundle | 20248 | TASER 7 EVIDENCE COM LICENSE | 1 | 12/15/2023 | 09/14/2025 |

Services

| Bundle | Item | Description | QTY | QTY |
|------------------------------|-------|---|-----|-----|
| TASER 7 Certification Bundle | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 10 | 10 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------------------|-------|------------------------------------|-----|----------------------|--------------------|
| TASER 7 Certification Bundle | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 12 | 11/15/2024 | 09/14/2025 |
| TASER 7 Certification Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE | 10 | 11/15/2024 | 09/14/2025 |
| TASER 7 Certification Bundle | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1 | 11/15/2024 | 09/14/2025 |

Payment Details

| Nov 2023 | | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--|-------------|------------------------------|------------|-----------------|------------|--------------|
| Invoice Plan | | T7Cert | TASER 7 Certification Bundle | 10 | \$6,961.50 | \$0.00 | \$6,961.50 |
| Year 1 | | | | | \$6,961.50 | \$0.00 | \$6,961.50 |
| Total | | | | | \$6,961.50 | \$0.00 | \$6,961.50 |

| Aug 2024 | | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--|-------------|------------------------------|------------|-----------------|------------|--------------|
| Invoice Plan | | T7Cert | TASER 7 Certification Bundle | 10 | \$6,961.50 | \$0.00 | \$6,961.50 |
| Year 2 | | | | | \$6,961.50 | \$0.00 | \$6,961.50 |
| Total | | | | | \$6,961.50 | \$0.00 | \$6,961.50 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10/11/2023

Date Signed



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: October 25, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 31, 2023 Consent Agenda

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

Discussion, consideration, and action to approve an Interlocal agreement between Palmer Independent School District and Ellis County in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

STATE OF TEXAS
COUNTY OF ELLIS

§
§ INTERLOCAL COOPERATION AGREEMENT
§

This Interlocal Cooperation Agreement ("Agreement") is by and between Ellis County, Texas ("Ellis County"), and the Palmer Independent School District of Palmer, Texas ("Palmer ISD"), acting by and through their authorized officers.

RECITALS:

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

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

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

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

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

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

**ARTICLE I
PURPOSE**

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

**ARTICLE II
TERM**

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

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

ARTICLE III TERMINATION

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

ARTICLE IV PURCHASING

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

ARTICLE V MISCELLANEOUS

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

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 2023.

ELLIS COUNTY, TEXAS

By: _____
Todd Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

EXECUTED this ____ day of _____, 2023.

PALMER ISD OF PALMER, TEXAS

By:  _____
Kelley Cruzan, Board of Trustees President
303 Bulldog Way
Palmer, TX 75152

By:  _____
Kevin Noack, Superintendent
303 Bulldog Way
Palmer, TX 75152

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: October 25, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 31, 2023 Consent Agenda

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

Discussion, consideration, and action to approve an Interlocal agreement between City of Pecan Hill and Ellis County in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

STATE OF TEXAS
COUNTY OF ELLIS

§
§ INTERLOCAL COOPERATION AGREEMENT
§

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

RECITALS:

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

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

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

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

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

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

**ARTICLE I
PURPOSE**

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

**ARTICLE II
TERM**

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

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

ARTICLE III TERMINATION

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

ARTICLE IV PURCHASING

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

ARTICLE V MISCELLANEOUS

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

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2023.

ELLIS COUNTY, TEXAS

By: _____
Todd Little, County Judge

ATTEST:

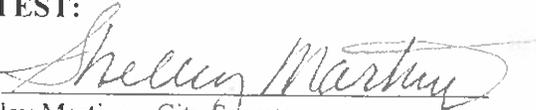
By: _____
Krystal C. Valdez, County Clerk

EXECUTED this _____ day of _____, 2023.

CITY OF PECAN HILL, TEXAS

By:  _____
Don Schmerse, Mayor
1094 S Lowrance
Pecan Hill, TX 75154

ATTEST:

By:  _____
Shelley Martinez, City Secretary

APPROVED AS TO FORM

By: _____
Ron G. MacFarlane Jr., City Attorney

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-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: October 25, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: PURCHASING

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: October 31, 2023

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

Discussion, consideration and approval to sign an Inmate Telephone and Communication Services and Revenue Sharing Agreement with Correct Solutions, LLC, for an initial term of four years from January 7, 2024, to January 6, 2028 with automatic one year renewals, utilizing the Interlocal Cooperative Purchasing Agreement with Parker County ("Minute Order 181.22").

CONTRACT AND AGREEMENT

This inmate telephone and communications services and revenue sharing (“Shared Revenue”) Contract and Agreement (“Agreement”) is entered into by Correct Solutions, LLC, a Louisiana limited liability company located at 182 Bastille Lane, Ruston, Louisiana 71720 (“Correct Solutions”) and the Ellis County Sheriff’s Office, 300 S. Jackson St., Waxahachie, TX 75165 (“Customer”) (with Correct Solutions and Customer each being referred to sometimes herein as a “Party” and, collectively, the “Parties”).

WHEREAS, Correct Solutions is engaged in the business of providing certain telecommunications and other communications equipment and related services, financial equipment and systems, charge-for-call telephone services, automated pre-pay and debit telephone calls (collectively, the “Equipment and Services”, which are more fully described in Sections 2.4 and 2.5, respectively, below) for use by inmates, prisoners and/or detainees housed in various correctional, detention, prison, and jail facilities;

WHEREAS, Customer owns and/or has full responsibility for the operation, management, maintenance, control, and provision of services related to the correctional, detention, prison, and/or jail facility(ies) in the State of Texas (each, individually, a “Facility”, and, collectively, the “Facilities”); and

WHEREAS, Customer wishes to grant Correct Solutions the exclusive right to provide certain Equipment and Services in and to the Facility.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. **TERM**

1.1 Initial Term. This Agreement is effective as of January 7, 2024 (“Effective Date”) and shall continue in force and effect from the Effective Date to January 6, 2028 (“Initial Term”).

1.2 Renewal Term. This Agreement shall automatically renew under the same terms and conditions applicable to the Initial Term, set forth below in this Agreement, for a period of one (1) calendar year (“Renewal Term”) unless either Party notifies the other Party in writing of its intent to terminate this Agreement at least ninety (90) days prior to expiration of the Initial Term or Renewal Term, as applicable.

2. **PROVISION OF EQUIPMENT AND SERVICES**

2.1 Exclusive Right to Provide Equipment and Services. Customer hereby grants Correct Solutions the exclusive right to provide the Equipment and Services and Value Added Features (as defined in Section 3.1 below) in, to, and at each Customer Facility, any third-party facility under Customer’s management, operation, direction, or control, and/or

any Additional Facility (as defined in Section 3.3 below) during the Initial Term and any Renewal Term of this Agreement; provided, however, that Correct Solutions may choose not to exercise this exclusive right.

2.2 Exclusive Right to Manage Operation, Installation and Billing for Equipment and Services. Customer further grants Correct Solutions the exclusive right to obtain usage and billing information, order, connect, or disconnect inmate telephone and/or communications services, select carriers, purchase available and necessary public utility equipment, and handle all billing and payments as it relates specifically to the Equipment and Services. Correct Solutions shall be responsible for payment of all charges incurred in relation to the connection and installation of the Equipment and Services.

2.3 Maintenance Obligations. Correct Solutions shall install and maintain the Equipment and Services and Value Added Features (as defined in Section 3.1 below) in good working order. Correct Solutions agrees to have technicians dispatched on an agreed upon scheduled basis to maintain all Equipment and Services in good working order. Correct Solutions will attempt to respond the same day as it receives a service request from Customer but does not guarantee it can respond in the same day. Regardless, Correct Solutions will respond promptly to all Customer service requests.

2.4 Rates. Correct Solutions agrees to provide the equipment and services as set forth in this Agreement to Customer at the Facility/ies at the rates and charges indicated in **Attachment A**, "Rate Schedule", which attachment is incorporated herein by reference (the "Rates"), for the Initial Term and any Renewal Term of this Agreement.

2.5 Equipment to be Installed. Correct Solutions agrees to promptly install and provide the equipment indicated in **Attachment B**, entitled "Provided Equipment", which attachment is incorporated herein by reference (the "Equipment"), for the Initial Term and any Renewal Term of this Agreement.

2.6 Services to be Provided. Correct Solutions agrees to provide the services indicated in **Attachment C**, entitled "Provided Features", which attachment is incorporated herein by reference (the "Services"), once the necessary Equipment for the provision of such Services is installed, for the Initial Term and any Renewal Term of this Agreement.

2.7 Value Added Features. Correct Solutions agrees to provide Facility with value-added features, which may include equipment and services in addition to the Equipment and Services, as listed in **Attachment C**, entitled "Value Added Features", which attachment is incorporated herein by reference.

2.8 Commission. In consideration for this Agreement, Correct Solutions shall pay Customer a monthly commission fee as set forth in **Attachment D**, entitled "Commission Schedule", which attachment is incorporated herein by reference.

2.9 Management of Communications Records. Correct Solutions shall be responsible for the management of all call detail records for the Equipment and Services,

including but not limited to: the rating of each call record in accord with rates, terms, and conditions regarding the provision of local, intraLATA, interLATA, and interstate telecommunications services as provided in Correct Solutions' tariff on file with the FCC the blocking and unblocking of user billing numbers, and preparation and processing of qualifying message records for billing and collection of revenue. All call detail records and recordings will be maintained for each Customer Facility, third-party facility under Customer's management, operation, direction, or control, and Additional Facility (as defined in Section 3.3 below) for the Initial Term and any Renewal Term of this Agreement, plus an additional two (2) years after termination or non-renewal of this Agreement. Recording of communication(s) between inmates and legal counsel or any privileged party will be protected under current legal precedent.

2.10 Adequate Space for Installation. Customer agrees to provide adequate space for the installation of the Equipment and Services and Value Added Features (as defined in Section 3.1 below) in each Facility and easy accessibility for use during the normal operating hours of Facility. In the event Customer or Facility is not the owner of the premises, Customer shall, where necessary, obtain permission from the owner or owner's agent for the installation of Correct Solutions' Equipment and Services and Value Added Features (as defined in Section 3.1 below) and shall be responsible for any fees for use of required riser cable and electric power.

2.11 Maintenance. Customer agrees to maintain the area surrounding the Equipment and Services and Value Added Features (as defined in Section 3.1 below) and to ensure safe and ready access to the users of the Equipment and Services and Value Added Features (as defined in Section 3.1 below) and to such equipment and services, themselves, to Correct Solutions. Customer further agrees to not allow any portion of the Facility, equipment, construction, object, material, or person to interfere with, impinge upon, or obstruct the Equipment and Services and Value Added Features (as defined in Section 3.1 below). Customer further agrees to allow Correct Solutions to perform maintenance during the established hours of accessibility jointly agreed to by the Facility and Correct Solutions, except when access must be denied to ensure the safety of Correct Solutions' service personnel and/or maintain institutional control.

2.12 Use of House Cable. Customer agrees to allow Correct Solutions access to and use of house cable and inside wire, at no cost, in order to install and provide the Equipment and Services and Value Added Features (as defined in Section 3.1 below). Any new house cable or inside wire required during the Initial Term or any Renewal Term of this Agreement will be at the sole expense of Customer and/or Facility, unless otherwise negotiated by Correct Solutions. There will be no connectivity of Correct Solutions the Equipment and Services and Value Added Features (as defined in Section 3.1 below) to any of Customer's network infrastructure.

2.13 Expansion, Relocation, or Removal of Equipment and Services. Customer agrees that any relocation, expansion, addition, removal, or disabling of the Equipment and Services or Value Added Features (as defined in Section 3.1 below) for reasons other than safety must be agreed to by Correct Solutions in advance. Customer further agrees that,

should it relocate, expand, add, remove, or disable any of the Equipment and Services and Value Added Features (as defined in Section 3.1 below) for reasons other than safety, Customer shall be solely responsible for the cost incurred to do so. Should Customer relocate, expand, add, remove, or disable any of the Equipment and Services and Value Added Features (as defined in Section 3.1 below) for safety reasons, Customer and Correct Solutions shall negotiate in good faith regarding any associated cost responsibility.

3. RIGHT OF FIRST REFUSAL

3.1 Right of First Refusal regarding Value Added Features. Customer hereby further grants Correct Solutions a right of first refusal to exercise the exclusive right to provide the following equipment and services for the use and benefit of inmates, prisoners and/or detainees housed in and at each Customer Facility, any third-party facility under Customer's management, operation, direction, or control, and/or any Additional Facility (as defined in Section 3.3 below) during the Initial Term and any Renewal Term of this Agreement: tablets, video visitation, electronic mail, electronic messaging, general and medical requests, electronic grievance forms, electronic commissary ordering, electronic law library, entertainment options, and/or kiosks ("**Value Added Features**"). Should Customer decide to deploy any of the Value Added Features and/or receive a proposal, offer, inquiry, or proposed agreement from a third party to provide any of such Value Added Features in, to, and at a Customer Facility, and/or any third-party facility under Customer's management, operation, direction, or control, and/or any Additional Facility (as defined in Section 3.3 below) during the Initial Term or any Renewal Term of this Agreement, Customer shall promptly notify Correct Solutions in writing ("**Notice of Right of First Refusal**"). Correct Solutions shall have a reasonable time of not less than thirty (30) days from receipt of the Notice of Right of First Refusal from Customer to investigate, examine, and study the practicality and desirability of providing the pertinent Value Added Features ("**Examination Period**").

3.2 Response to Notice of Right of First Refusal. On or before five (5) business days following the end of the Examination Period described above in Section 3.1, Correct Solutions shall provide written notice to Customer stating it either will or will not provide the pertinent Value Added Features. Should Correct Solutions decline to provide the pertinent Value Added Features, Customer may deploy the pertinent Value Added Features itself or contract with the third party that supplied Customer with the proposal, offer, inquiry, or proposed agreement to provide the pertinent Value Added Features. Customer agrees and understands that, should Correct Solutions elect to provide the pertinent Value Added Features, its proposal to do so need not match all terms, conditions, provisions, or pricing of any such proposal, offer, inquiry, or proposed agreement received by Customer from a third party to supply any of such Value Added Features precisely and, further, that any such difference shall not disqualify Correct Solutions' proposal. Customer further agrees and understands that it shall negotiate in good faith with Correct Solutions regarding its proposal; provided, however, that should Correct Solutions' proposal match or beat all terms, conditions, provisions, or pricing of any such proposal, offer, inquiry, or proposed agreement received by Customer from a third party, Customer shall grant Correct Solutions the exclusive right to provide such Value Added Features.

3.3 Additional Facilities. The exclusive rights and right of first refusal Customer grants to Correct Solutions pursuant to this Agreement shall apply to each Customer Facility and any third-party facility under Customer's management, operation, direction, or control as of the Effective Date, as well as to each correctional, detention, prison, and jail facility the ownership or the responsibility for the operation, management, maintenance, or control of, or right to provide services to, which is acquired by Customer after the Effective Date but during the Initial Term or any Renewal Term of this Agreement (individually, an "Additional Facility", and, collectively, "Additional Facilities"), including but not limited to, through contract, law or regulation, reorganization, asset purchase, acquisition of stock, acquisition of membership interest(s), assignment, reverse merger, merger or consolidation ("Acquisition"). Customer shall promptly after Acquisition of any such Additional Facility notify Correct Solutions in writing of such Acquisition and will provide Correct Solutions an Examination Period of not less than thirty (30) days to investigate, examine, and study the practicality and desirability of providing Equipment and Services and/or Value Added Features at such Additional Facility. On or before five (5) business days following the end of the Examination Period, Correct Solutions shall provide written notice to Customer stating it either will or will not provide the pertinent Equipment and Services and/or Value Added Features to such Additional Facility.

3.4 Third-Party Suppliers. If a third party has a contract or agreement in force and effect to provide any of the Equipment and Services or Value Added Features at (i) a Customer Facility as of the Effective Date, (ii) any third-party facility under Customer's management, operation, direction, or control as of the Effective Date, or (iii) any Additional Facilities at the time of Acquisition by Customer, this Agreement shall apply to such Customer Facility, third-party facility under Customer's management, operation, direction, or control, and each of the Additional Facilities at the earliest opportunity to terminate or non-renew such contract with such third party. Customer agrees and understands that it will terminate or non-renew, at the earliest opportunity, any such contract or agreement with a third party in force and effect as of the Effective Date or time of Acquisition, as the case may be, to provide any of the Equipment and Services or Value Added Features at (i) a Customer Facility as of the Effective Date or (ii) any third-party facility under Customer's management, operation, direction, or control as of the Effective Date, or (iii) any Additional Facilities at the time of Acquisition by Customer.

4. OWNERSHIP

4.1 Ownership of Equipment. Customer agrees that legal title to all Equipment shall remain vested with Correct Solutions. In the event this Agreement is terminated or not renewed, Customer will allow Correct Solutions a reasonable time to remove its Equipment from the Facility/ies.

4.2 No License Agreement. Customer agrees that any Services provided by Correct Solutions pursuant to this Agreement shall remain the proprietary, commercially-sensitive property of Correct Solutions. Further no license to or other right to use any trademark, patent, copyright or any other intellectual property right is granted or implied by Correct Solutions to Customer or any Facility as a result of this Agreement or the provision of any Equipment and Services or Value Added Features by Correct Solutions to Customer or any Facility. All trademarks, patents, copyrights or any other intellectual property rights shall at all times remain the property of Correct Solutions.

5. CUSTOMER WARRANTIES

5.1 No Infringement. To the best of Customer's knowledge, information, and belief, Customer is not infringing any intellectual property right, license, copyright, or patent of any third party through its execution of this Agreement or its allowing Correct Solutions to provide the Equipment and Services or the Value Added Features.

5.2 Location of Equipment. Customer warrants that all of the Equipment listed in Attachment A is located or will be located on premises owned by Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the premises owner or owner's agent to enter into this Agreement.

5.3 Appropriation of Funds. Customer warrants that this Agreement is not contingent upon any appropriation, designation, or allocation of funds and that any payments required of Customer under this Agreement shall be paid when due.

5.4 No Third-Party Equipment or Services. Customer warrants that no third party will place or provide, and Customer will not permit the placement or provision of, any equipment or services substantially similar to the Equipment and Services and Value Added Features described in this Agreement in or to any of Customer's Facilities. Customer further warrants no third party will place or provide, and Customer will not permit the placement or provision of, any equipment or services which shall contain any program, application, link, or other means to access telecommunication or telephone services during the term of the Initial Term or any Renewal Term of this Agreement.

5.5 Certain Prohibited Equipment. Customer warrants that, due to certain security, accessibility, and performance concerns, neither it nor any third party will place, and Customer will not permit the placement of, any equipment covered by the Trump Administration's Executive Order entitled, "Securing the Information and

Communications Technology and Services Supply Chain,” issued May 15, 2019, including equipment manufactured by or sourced from the following manufacturers during the Initial Term or any Renewal Term of this Agreement:

5.5(i) Huawei Technologies Co., Ltd.

5.5(ii) ZTE Corporation

6. INDEMNITY AND LIMITATION OF LIABILITY

6.1 Indemnity. Correct Solutions shall indemnify, defend and hold Customer harmless from liability in connection with any damage or claim resulting from its gross negligence in connection with the placement, installation, maintenance, or repair of the Equipment and Services or the Value Added Features.

6.2 Removal of Equipment. Correct Solutions will not be liable to Customer, any Facility, or any other person or entity for holes in walls, floors, or other surfaces that result from the installation or removal of the Equipment and Services or Value Added Features. Customer shall be responsible for restoring the premises to its original condition after Correct Solutions’ removal of the Equipment and Services and Value Added Features. Correct Solutions will employ commercially reasonable measures to minimize any damage to the premises during removal of the Equipment and Services and Value Added Features.

6.3 Acts of Third Parties. Correct Solutions shall not be responsible to Customer, any Facility, or any other person or entity for damage or loss to the premises or to any person that occurs due to acts of third parties not under Correct Solutions’ control or direction, including but not limited to inmates, prisoners and/or detainees housed in any Facility, and including acts such as vandalism, abuse or inappropriate use of the Equipment and Services, or violation of any Facility’s rules and regulations concerning use of the Equipment and Services.

7. DEFAULT

If either Party fails to perform its obligations under this Agreement in a timely manner, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting Party fail to remedy such default within ten (10) working days from date of such notice, the non-defaulting Party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

8. FORCE MAJEURE

The Parties hereto are relieved of any liability if unable to meet the terms and conditions of this Agreement due to any *force majeure* event, including, but not limited to, any Act of God, riot, act of terrorism, espionage, epidemic, pandemic, flood, hurricane, strike,

governmental control, order, or restriction, or any act or order which is beyond the control of the Party not in compliance; provided that it takes all commercially reasonable steps practical and necessary to effect prompt resumption of its responsibilities hereunder and provided further that the Party not in compliance provides written notice to the other Party within a reasonable time of the occurrence of the *force majeure* event.

9. REGULATORY

The Parties acknowledge that underlying telecommunications Equipment may be provided by regulated providers and where applicable, provider tariffs, catalogs and price lists may apply.

10. MISCELLANEOUS PROVISIONS

10.1 Authority to Execute. Each Party warrants that it has the full authority and legal capacity to enter into this Agreement with the other Party and to perform the obligations hereunder. Each Party warrants that this Agreement is duly and validly executed and delivered by such Party and constitutes a valid and binding obligation of the Party, enforceable against such Party in accordance with its terms.

10.2 Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally, sent by facsimile or email, mailed by registered or certified mail (return receipt requested) or sent by overnight courier to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

Notices to Customer:

Ellis County Sheriff's Office

300 S. Jackson St.

Waxahachie, TX 75165

Notices to Correct Solutions:

Correct Solutions, LLC
c/o Patrick M. Temple
182 Bastille Lane
Ruston, Louisiana 71270
Telephone: (318) 232-1507
Facsimile: (318) 255-8575
Email: patrick@correctsolutionsgroup.com

with a copy to:

Roedel Parsons Blache Fontana Piontek & Pisano
8440 Jefferson Hwy, Suite 301
Baton Rouge, Louisiana 70809
Attention: Luke F. Piontek
Telephone: (225) 929-7033
Email: Lpiontek@roedelparsons.com

10.3 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the governmental authority or court making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the Parties as closely as possible in order that the Agreement is consummated as originally contemplated to the fullest extent possible.

10.4 Specific Performance. The Parties recognize that in the event any Party should refuse to perform under the provisions of this Agreement, monetary damages alone will not be adequate. The Parties will therefore be entitled, in addition to any other remedies which may be available, including money damages, to seek and obtain specific performance of the terms of this Agreement. In the event of any action to enforce this Agreement specifically is brought by a Party, the other Party hereby waives the defense that there is an adequate remedy at law.

10.5 No Waiver. No failure or delay by either of the Parties in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10.6 Further Actions. After the execution of this Agreement, each Party will execute and deliver such other additional documents, forms, agreements and other documents necessary to carry out the intent and purposes of this Agreement, and take such other action, as may be reasonably requested by the other Party in order to give effect to the transactions contemplated by this Agreement; provided; however, the Parties agree that this Agreement

does not obligate either of the Parties to proceed with any possible relationships, joint venture or other transaction.

10.7 Entire Agreement. This Agreement (which term will be deemed to include the attachments hereto) constitutes the entire agreement of the Parties and supersedes all prior agreements, letters of intent and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

10.8 Amendment and Modification. This Agreement may not be amended except by an instrument in writing signed by the Parties, and any such amendment shall be binding on all of the Parties.

10.9 Assignment. This Agreement may not be assigned by either Party to any assignee or successor without the prior written consent of the other Party; provided, however, such consent to assignment shall not be unreasonably withheld. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each Party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either Party of any of its obligations or liabilities under this Agreement.

10.10 Governing Law. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Texas without regard to the conflict of law provisions thereof.

10.11 Counterparts. This Agreement may be executed and delivered (including by “.pdf” email attachment or facsimile or other electronic transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Ellis County Sheriff's Office

(Printed Name)

(Title)

(Date)

Correct Solutions, LLC



MARK TURNER
(Printed Name)

DIRECTOR
(Title)

10/25/23
(Date)

Ellis County

(Printed Name)

(Title)

(Date)

Attachment A
to Contract and Agreement with Correct Solutions, LLC

Rate Schedule

Rates will be set according to mutual agreement between Correct Solutions and Customer. Rates will be in compliance with all State and Federal FCC Regulations. Local, Interlata and Intralata calls will be set at \$0.21/min. Interstate calls will be set at \$0.21/min. All calls will be pre-paid.

International calls will be set at \$1.00 per minute.

Video Visitation will be set at \$0.50/min any length.

Electronic Messaging will be set at \$0.25/transaction.

No setup fees or connect fees will be charged.

Deposit Fees will adhere to the following schedule:

- Transactions via kiosk, Web, IVR or Mobile Application
 - o \$3.00 fee for credit card and cash payments
 - o No minimum - \$50.00 max (credit card)
 - o No minimum - \$100.00 max (cash)
- Transactions via Live Operator in the Correct Solutions Call Center
 - o \$5.95 fee (credit card payments)
- Money Orders are an option and there is no fee for the transaction.

Attachment B
to Contract and Agreement with Correct Solutions, LLC

Provided Equipment

Correct Solutions shall provide all inmate telecommunications related equipment including, but not limited to, switches, routers, computers, telecommunication interfaces, inmate phones and handsets, deposit kiosk, any other such equipment as required to provide the features listed in Attachment C.

PHONE PLATFORM

Correct Solutions will supply a complete, turnkey, non-coin, fully-integrated and self-contained call processing unit. All components for placing calls, monitoring calls and data collection are contained in a single unit. The Correct Solutions package consists of call control management, database management, system security and additional processes for monitoring and reporting.

TABLET

Correct Solutions will supply tablets to Customer. Correct Solutions will perform a site survey, provide equipment and install charging stations to support tablet rollout. Tablets will be supplied at a 4:1 inmate to tablet ratio. Following a complete site survey, Correct Solutions will perform a pre-installation meeting with Customer and determine the exact number of tablets.

KIOSKS

Correct Solutions has both lobby and in-pod kiosks. Following a complete site survey, Correct Solutions will perform a pre-installation meeting with Customer and determine the exact number and location of both lobby and in-pod kiosks. Where tablets are deployed, a maximum of one kiosk per living unit will be installed within the facility.

Attachment C
to Contract and Agreement with Correct Solutions, LLC

Provided Features

CSG will provide, upon agreement by both parties, all current features of the inmate telephone system which include, but are not limited to, all investigative features, reporting, logging, scheduling of inmate phone calls. In addition to the inmate phone system, CSG will, upon agreement by both parties, provide:

PREA Hotline

Correct Solutions Group will provide the Facility convenient access to PREA Hotline for inmates, with email alerts to Facility administration for immediate review.

Inmate Voice Mail

The ITS Integrated Voice Mail Exchange (VMX) provides individualized voice messaging for each enrolled inmate. VMX is not a typical voice mail system, but has been specifically engineered as an integral part of the ITS. As such the system provides complete security and control over all aspects of the inmate's use of the system. Administrators can search for and listen to any message on the VMX even after the inmate has deleted the message from the mailbox. The VMX provides all necessary class of service controls for inmate users such as the number of messages allowed, message retention and deletion. Administrators can provision additional controls over how many messages a caller can leave in the inmate's mailbox.

Inmate Hotline

Inmate Hotline creates a more real-time interactive approach to servicing correctional telecom. Inmate Hotline will serve to virtually eliminate telephone related complaints at the facility, significantly reduce the number of failed call attempts, and increase prepaid collect call revenues. Further, use of the Inmate Hotline service reduces overall staff time by allowing inmates to directly report issues.

Tablet and Kiosk - Optional

Tablet and kiosk features may include, but not limited to:

- Electronic messaging
- Notifications
- Medical scheduling
- Grievance
- Video visitation – On-site and remote

Other Features may include, but are not limited to:

- Electronic Books
- Education content
- GEOSATIS GPS resident supervision/ankle monitoring solution at an agreed quantity
- Court Video Arraignment system on the standard resident Kiosk/Tablet

- Access to Tablet WIFI system for state tablet /training enterprise
- Electronic document transfer equipment between court and jail
- Direct call/alert ability from resident kiosk/tablet to medical/psychiatric staff
- Off -site Mail Scanning and electronic delivery
- Law Library

Attachment D
to Contract and Agreement with Correct Solutions, LLC

COMMISSION SCHEDULE

In consideration for this exclusive Contract and Agreement, Correct Solutions will pay to Customer a 80% commission on the gross revenue generated by all completed local, intralata and interlata calls. Gross revenue is defined as a call which is completed and accepted to the called party and generates revenue. 50% of this 80% commission will be paid to an equipment/technology fund and the remaining 30% of the 80% commission will be paid to the County.

For the purpose of enhancing law enforcement services and preparedness, CSG will provide the ability to deposit and hold monthly commissions earned from this Agreement into a technology fund from which the Ellis County Sheriff's office may draw down from to pay for hardware and/or software technology and equipment from a third-party vendor.

The Ellis County Sheriff will submit an invoice with detailed description of requested equipment/technology, with two authorized signatures to CSG which will authorize CSG to pay invoice from the technology fund. Monthly balances will be kept and sent to the Ellis County Sheriff's Department for audit purposes.

Gross revenue, on which commission is paid, does not include any and all applicable taxes and fees. Commission percentage payment is calculated as total call duration multiplied by the per minute rate, set in Attachment A, less any applicable fees or taxes.

Additionally, Correct Solutions will pay Customer a 25% commission on revenue generated by tablet and kiosk content for electronic messaging and video visitation should tablets and kiosks be provided as part of this Agreement. This 25% commission will be paid into the equipment/technology fund as mentioned above.

Gross revenue, on which commission is paid for tablets and kiosks, does not include any and all applicable taxes and fees. Commission percentage payment is calculated as total transactions multiplied by the rate, set in Attachment A, less any applicable fees or taxes.

Contract Addendum - Ellis County, Texas

This addendum is made part of the contract between Correct Solutions, LLC and Ellis County, Texas just as if it were included within the contract itself. To the extent any provision herein conflicts with a provision in the contract, other addendums, or terms, this Addendum, and its terms controls.

- 1. Verifications.** By executing this Agreement, Service Provider verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. TEX. GOV'T. CODE 2271.002. By executing this Agreement, Service Provider verifies that it is not engaged in business with Iran, Sudan, or any company identified on the list referenced in TEX. GOV'T. CODE §2252.152.
- 2. Venue.** This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Ellis County, Texas. TEX. CIV. PRAC. & REM. CODE §15.015 (An action against a county shall be brought in that county). Therefore, any action shall be brought in a state District Court in Ellis County, Texas.
- 3. Open Records.** To the extent, if any, that any provision in this Agreement is in conflict with TEX. GOV'T. CODE §552.001 *et seq.*, as amended (the "*Open Records Act*"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Ellis County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any data, or any part thereof, or other items or data furnished to Ellis County whether or not the same are available to the public. It is further understood that Ellis County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Ellis County, its officers and employees shall have no liability or obligations to Service Provider for the disclosure to the public, or to any person or persons, of any data, or a part thereof, or other items or data furnished to Ellis County by Service Provider in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

4. **Statute of Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, TEXAS CIVIL PRACTICE & REMEDIES CODE §16.070, as amended, and any provision to the contrary is hereby deleted.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Ellis County cannot enter into an Agreement whereby Ellis County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted. Article XI §7; Tex. Att'y Gen. Op. DM-467; Tex. Att'y Gen. Op. GA-0176.
6. **Respondent Superior.** Ellis County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. TEX. CIV. PRAC. & REM. CODE Chapter 101.
7. **Assignment.** Service Provider shall not assign this Agreement unless Service Provider receives the prior written consent of Ellis County. Any assignment of this Agreement by Service Provider shall be made subject to all the rights and interests of Ellis County.
8. **Payment.** Payment for goods and services under this contract shall comply with the Texas Government Code §2251.021, also known as the "Texas Prompt Payment Act," which requires payment by a governmental entity within 30 days of receipt of the invoice or interest begins to run. See Tex. Gov't Code §2251.027 (payment of interest by a political subdivision).
9. **Relationship of Parties.** The relationship between the Parties is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.
10. **Child Support Arrearages.** Under TEXAS FAMILY CODE §231.006, the Service Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that

this contract may be terminated, and payment may be withheld if this certification is inaccurate

11. **No Waiver.** In no event, shall any payment made by Ellis County or any act or omission of Ellis County constitute or be construed in any way to be a waiver by Ellis County of any breach or default of this Agreement. Neither shall any payment, act or omission in any manner impair or prejudice any right, power, privilege or remedy available to Ellis County to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved. No employee or agent of Ellis County may waive the effect of this provision.

12. **Governmental Immunity.** This Agreement is expressly made subject to Ellis County's Sovereign Immunity, Title 5 – Governmental Liability of the TEXAS CIVIL PRACTICE AND REMEDIES CODE. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Ellis County, Texas.

13. **Force Majeure.** Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

14. **Cyber Insurance.** Service Provider shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

Correct Solutions, LLC



Mark Turner

Director

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: September 21st, 2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

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

DEPARTMENT OR ASSOCIATION: Purchasing

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

PREFERRED DATE TO BE PLACED ON AGENDA: October 31st, 2023

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

Discussion, consideration, and action to purchase the HVAC and mechanical equipment for the Ellis County Sub-Courthouse No. 2 Project in an amount of \$318,927 from Texas Air Systems using Tips Contract #23010402 and an option for an early payment discount of \$9,000 per Government Code Sec. 2251.030.

* _____
County Attorney Approval

QUOTATION

Date: 06/16/2023

To: Interested Bidders
 Attn: Estimating
 By: Josh Atkinson



Project: Ellis County Justice of the Peace – Precinct #2
 Engineer: MEPCE
 Based on Plans Dated: 05/26/2023

PRICING SUMMARY

TIPS JOC Contract # 23010402

| DESCRIPTION | QTY | TAGGING | TOTAL NET PRICE |
|--|-----|-----------|---------------------|
| AAON Packaged DX Rooftop Units (<i>Basis of Design</i>) | 3 | RTU-1,2,3 | Included |
| LG Ductless Mini Split System (<i>Basis of Design</i>) | 1 | FCU/CU-1 | Included |
| TOTAL NET PRICE | | | \$318,927 |
| ADD for Screen Walls for RTU-1, 2 & 3 | | | ADD \$53,916 |
| ADD for Installation of Screen Walls for RTU-1, 2 & 3 | | | ADD \$19,166 |

*FOB Factory, Full Freight Allowed, Tax Not Included

AAON Packaged DX Rooftop Units

Tags: RTU-1, 2 & 3

Qty (3) AAON Models RN, roof mounted, air-cooled, vertical airflow, electric cooling packaged Rooftop unit, designed for 208V/3Ph/60HZ power, and complete as follows:

- R-410A refrigerant
- Double wall construction – per spec
- 2” thick, galvanized steel construction with gray polyurethane finish, R-13 foam insulation
- Sloped stainless steel drain pans
- Economizer
- Exhaust fans for RTU-2 and 3 only per spec
- Access doors with full-length stainless-steel piano hinges and quarter turn, zinc cast lockable handles
- Variable speed compressor on lead circuit
- 6-row cooling coil for RTU-2 & 3 per spec
- Heat pump configuration with 2-stage auxiliary electric heat for RTU-1 only
- Cooling only operation for RTU-2 and 3 only
- Filter section with 2” MERV-8 pre-filters with 4” MERV 14 unit filters per spec – two (2) spare sets
- Direct drive backward curved plenum blowers with rubber isolation mounts and integral VFD
- Condenser section with VFD motor on fans

Options and Accessories Included:

- Condenser Coil Guards – factory mounted
- Convenience outlet – factory mounted and wired
- Magnahelic gauge – factory mounted and wired
- Disconnect switch – factory mounted and wired
- Condensate overflow switch – factory mounted and wired
- CO2 sensor per spec – factory mounted and wired

Controls:

- Terminal strip for controls by others

Roof Curbs:

- 14" insulated, Teco Stealth curbs with wind clips – field installed by Others
- **Hushcore Deck System for RTU-1, 2 & 3**

Services and Warranties:

- 1-year labor warranty
- 5-year non-prorated compressor warranty (parts only)
- **Start-up of RTU by AAON technician**
- **Owner training – per spec**

Coordination Notes:

- **Smoke detectors, FDD, metal filter frames, shaft grounding rings are not included.**
- **Controls, wiring, rigging, or installation are not included.**

LG Ductless Mini Split System

Tag: FCU/CU-1

One (1) LG Model LS split systems designed for 208V/1Ph/60HZ power and complete as follows:

- Cooling & Heating Heat Pump System / Single Zone
- Inverter compressor utilizing R-410A refrigerant
- Variable speed compressor
- Low ambient operation to 14°F Cooling / -4°F Heating
- DX Coil with Gold Fin™ Anti-corrosion
- 3M Micro Protection Filter
- Dip switch for inverter control & lockout for cooling / heating only applications
- Auto restart / Auto Changeover / 24-Hour on/off timer
- 7-Day programmable thermostat – field installed by Others
- Hail guards – field installed by Others
- Condensate pump – field installed by Others
- Condensing unit rails – field installed by Others
- Owner training and startup per spec
- 1-year labor warranty
- **Standard 1-year Parts & 7-Year Compressor Warranties**

Not Included: Installation, rigging, wiring, motor starters, filter box, water level unit shutoff switch, disconnects, mounting pads, low ambient kit, hail guards, stainless steel drain pans and coil casings, refrigerant line sets, BMS/BAS integration, or controls not mentioned.

-This quotation is subject to change without notice and void after 15 days.
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
 -F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
 -Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
 -Texas AirSystems equipment will be supplied based upon approved submittal data.
 -Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
 -Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
 -Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
 -Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
 -Insurance certificates and bonds can/will be provided upon request.

QUOTATION

Date: 06/16/2023

To: Interested Bidders
 Attn: Estimating
 By: Josh Atkinson



Project: Ellis County Justice of the Peace – Precinct #2
 Engineer: MEPCE
 Based on Plans Dated: 05/26/2023

PRICING SUMMARY - Owner Pre-Purchase

TIPS JOC Contract # 2301402

| DESCRIPTION | QTY | TAGGING | TOTAL NET PRICE |
|--|-----|-----------|---------------------|
| AAON Packaged DX Rooftop Units <i>(Basis of Design)</i> | 3 | RTU-1,2,3 | Included |
| LG Ductless Mini Split System <i>(Basis of Design)</i> | 1 | FCU/CU-1 | Included |
| TOTAL NET PRICE | | | \$309,927 |
| ADD for Screen Walls for RTU-1, 2 & 3 | | | ADD \$49,816 |
| ADD for Installation of Screen Walls for RTU-1, 2 & 3 | | | ADD \$17,166 |

*FOB Factory, Full Freight Allowed, Tax Not Included

AAON Packaged DX Rooftop Units

Tags: RTU-1, 2 & 3

Qty (3) AAON Models RN, roof mounted, air-cooled, vertical airflow, electric cooling packaged Rooftop unit, designed for 208V/3Ph/60HZ power, and complete as follows:

- R-410A refrigerant
- Double wall construction – **per spec**
- 2” thick, galvanized steel construction with gray polyurethane finish, R-13 foam insulation
- Sloped stainless steel drain pans
- Economizer
- **Exhaust fans for RTU-2 and 3 only per spec**
- Access doors with full-length stainless-steel piano hinges and quarter turn, zinc cast lockable handles
- Variable speed compressor on lead circuit
- 6-row cooling coil for RTU-2 & 3 **per spec**
- Heat pump configuration with 2-stage auxiliary electric heat **for RTU-1 only**
- Cooling only operation **for RTU-2 and 3 only**
- Filter section with 2” MERV-8 pre-filters with 4” MERV 14 unit filters **per spec** – two (2) spare sets
- Direct drive backward curved plenum blowers with rubber isolation mounts and integral VFD
- Condenser section with VFD motor on fans

Options and Accessories Included:

- Condenser Coil Guards – **factory mounted**
- Convenience outlet – **factory mounted and wired**
- Magnahelic gauge – **factory mounted and wired**
- Disconnect switch – **factory mounted and wired**
- Condensate overflow switch – **factory mounted and wired**
- CO2 sensor **per spec** – **factory mounted and wired**

Controls:

- Terminal strip for controls by others

Roof Curbs:

- 14" insulated, Teco Stealth curbs with wind clips – field installed by Others
- **Hushcore Deck System for RTU-1, 2 & 3**

Services and Warranties:

- 1-year labor warranty
- 5-year non-prorated compressor warranty (parts only)
- **Start-up of RTU by AAON technician**
- **Owner training – per spec**

Coordination Notes:

- **Smoke detectors, FDD, metal filter frames, shaft grounding rings are not included.**
- **Controls, wiring, rigging, or installation are not included.**

LG Ductless Mini Split System

Tag: FCU/CU-1

One (1) LG Model LS split systems designed for 208V/1Ph/60HZ power and complete as follows:

- Cooling & Heating Heat Pump System / Single Zone
- Inverter compressor utilizing R-410A refrigerant
- Variable speed compressor
- Low ambient operation to 14°F Cooling / -4°F Heating
- DX Coil with Gold Fin™ Anti-corrosion
- 3M Micro Protection Filter
- Dip switch for inverter control & lockout for cooling / heating only applications
- Auto restart / Auto Changeover / 24-Hour on/off timer
- 7-Day programmable thermostat – field installed by Others
- Hail guards – field installed by Others
- Condensate pump – field installed by Others
- Condensing unit rails – field installed by Others
- Owner training and startup per spec
- 1-year labor warranty
- **Standard 1-year Parts & 7-Year Compressor Warranties**

Not Included: Installation, rigging, wiring, motor starters, filter box, water level unit shutoff switch, disconnects, mounting pads, low ambient kit, hail guards, stainless steel drain pans and coil casings, refrigerant line sets, BMS/BAS integration, or controls not mentioned.

-This quotation is subject to change without notice and void after 15 days.
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
 -F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
 -Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
 -Texas AirSystems equipment will be supplied based upon approved submittal data.
 -Retainage is not allowed. Texas AirSystems is a material supplier, and will be supplying the entire purchase order value upon delivery of equipment.
 -Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
 -Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
 -Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
 -Insurance certificates and bonds can/will be provided upon request.

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2022-2023-Amended-Commissioners-Court-Schedule>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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Please fill out this form completely:

DATE: 10/25/23 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Ryan Garrett

PHONE: _____ FAX: _____

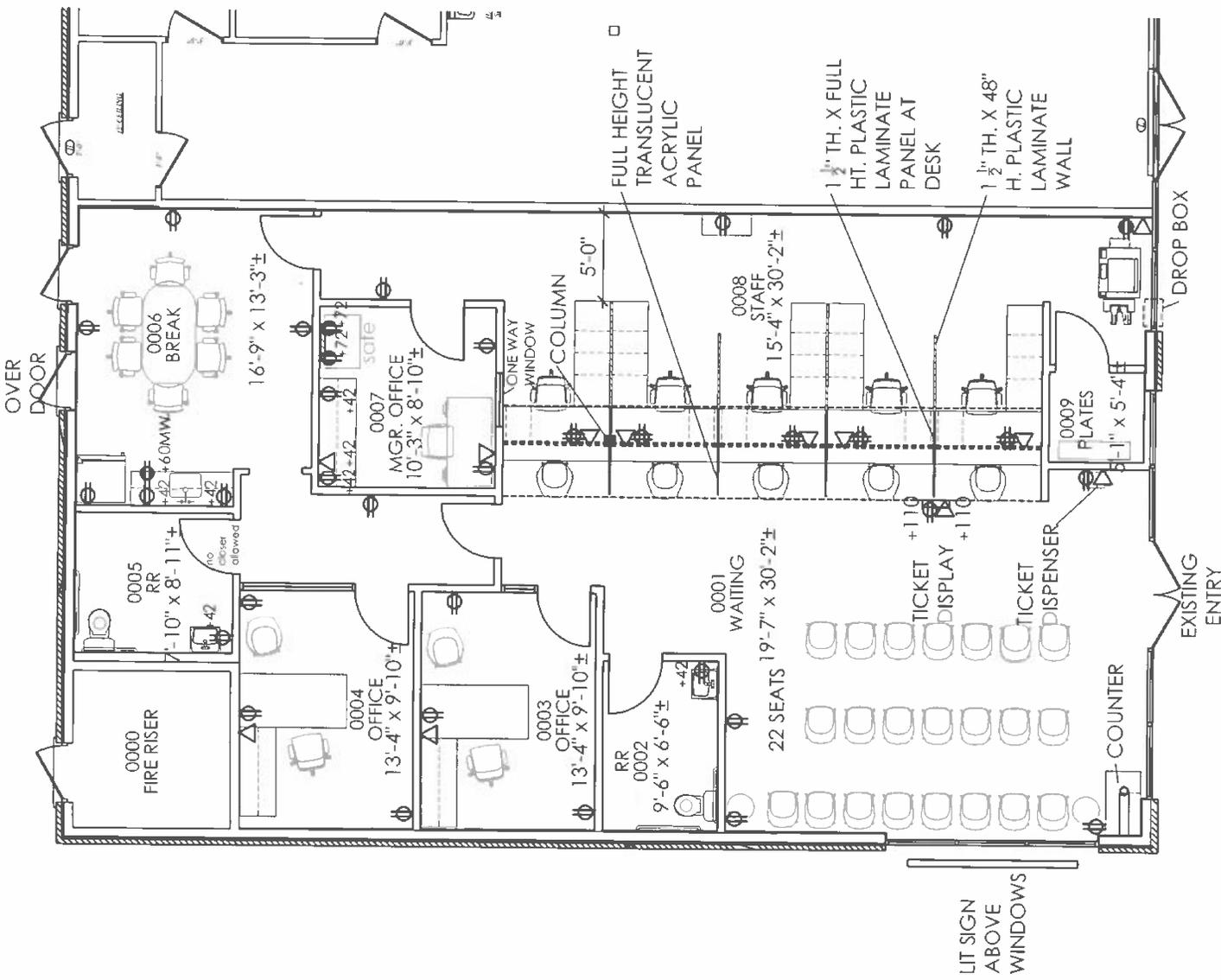
DEPARTMENT OR ASSOCIATION: County Judge's Office

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/31/23

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

Discussion, consideration, and approval of the proposed floor plan for the new Midlothian Tax Office at 661 Aspen Parkway, Midlothian.



MIDLOTHIAN TAX OFFICE - 661 ASPEN NORTH
 PLAN 1.4 10-11-23
 SCALE: 1/8" = 1'-0" 2153 RSF



COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10.25.23 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: COUNTY JUDGE TODD LITTLE

PHONE: 972.825.5011 FAX: _____

DEPARTMENT OR ASSOCIATION: COUNTY JUDGE OFFICE

ADDRESS: 101 W MAIN ST

PREFERRED DATE TO BE PLACED ON AGENDA: 10.31.23

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

DISCUSSION, CONSIDERATION AND APPROVAL FOR THE COUNTY JUDGE'S OFFICE TO SIGN AN AGREEMENT WITH SIERRA SHRED FOR SHREDDING SERVICES AT THE HISTORIC COURTHOUSE.



SERVICE AGREEMENT

This agreement applies to document and data destruction services provided by **Sierra Shred, LLC** to **Ellis County Historic Courthouse** and is effective from October 26, 2023 to October 25, 2024. This agreement is renewable at the end of this term by mutual agreement of both parties.

Name of Organization: Ellis County Historic Courthouse
Physical Address: 101 W Main St, Waxahachie, Texas 75165
Phone Number: 972-825-5113

Sierra Shred, LLC, agrees to provide document and data destruction services as indicated below. **Sierra Shred, LLC**, will provide secure paper storage container(s) free of charge, a signed Confidentiality Agreement upon initial service, and an invoice after each service including a signed Certificate of Destruction.

Ellis County Historic Courthouse agrees to allow access to secure paper storage container(s) for service during normal business hours, make contact a minimum of three business days in advance if additional service is required, pay service price total in a timely manner upon receipt of invoice, and pay replacement cost as noted for any damage to secure paper storage container(s) beyond normal wear and tear.

| Type of Container | Quantity | Frequency of Service | Service Price per Container | Replacement Cost per Container |
|-----------------------|----------|----------------------|-----------------------------|--------------------------------|
| 20 Gallon Bin | | | | |
| 35 Gallon Console/Bin | 4 | Bi-Weekly | \$21.00 | \$225.00 |
| 65 Gallon Bin | | | | |
| 95 Gallon Bin | | | | |

Any changes to these arrangements, including to the quantity of containers and/or frequency of service may change the service price per container. Additional containers and/or locations may be added during the term of this agreement, including containers for temporary service. After the initial term is complete, this agreement may be terminated by either party providing a 30-day written notice in advance of the ending date, with payment due for services provided during the notice period. The provisions of this agreement are binding on both parties and their successors and assigns. I have read and fully understand the terms above:

| | | |
|---|-----------------|------------|
| Client Representative | Title | Date |
|  | Service Manager | 10/10/2023 |
| Sierra Shred Representative | Title | Date |

Corporate Office | 6136 Frisco Square Boulevard, Suite 400, Frisco, Texas 75034
1-855-SHREDPAPER | 1-855-747-3372 • sierrashred.com
Proudly Serving Texans Since 2006

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/23/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Jana Onyon

PHONE: 972-825-5195 FAX: _____

DEPARTMENT OR ASSOCIATION: Elections

ADDRESS: 204 E Jefferson St

PREFERRED DATE TO BE PLACED ON AGENDA: 10/31/2023

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

Discussion, consideration, and approval for fund 036 to be committed fund according to the Texas Election Code Section 31.100 and Texas Administrative Code 81.161.

*

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/23/2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Mark Arnold & Sidney Atchley

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: 10/31/23

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

Annual Interpretation and Update of Ag Extension Programs

* _____
County Attorney Approval

October 2023

Extension Newsletter for County Commissioners Court

AGRICULTURE & NATURAL RESOURCES

AgriLife Extension teaches agricultural producers to adopt best management practices based on new scientific knowledge that will help them increase production, enhance sustainability, and conserve natural resources. Also, by educating the public about agriculture and food production, AgriLife Extension creates a partnership with all Texans that can improve food safety and security, reduce the prevalence of food insecurity, and improve diet and human nutrition throughout the state.

Additionally, safeguarding our precious natural resources and maintaining a clean and healthy environment are among AgriLife Extension's top priorities. We encourage production practices and the use of technologies that promote sustainability in agricultural production, conduct conservation programs that reduce drought impacts, improve, and preserve water quality, minimize wildfire risks, and help maximize water supplies through more efficient irrigation and conservation. We also help to promote the safe and reduced use of pesticides through the pesticide use training, and the integrated pest management program.

Program Accomplishments

Animal Agriculture



Contact totals for livestock and forage producers was 58,114. Clientele participated in 32 educational programs conducted in 21 counties. Wildlife education continues to be a significant portion of the Extension program effort; wildlife education reached 8,342 total clientele. Wild Pigs continue to be a significant pest in District 8. The Extension response in District 8, included 27 events, Total contacts for this effort were 15,518.

CROPS, Water, & Applicator Training

Thirty-nine field crop related educational programs were conducted in 15 counties involving 87,111 total clientele.



Water quality and conservation continues to be a major issue. Both youth and adults have been participants in home, landscape, and production agriculture activities. 18 counties conducted events and involved over 17,449 individuals. Applicators with agricultural, structural, and private pesticide licenses must participate in continuing education to maintain certification. District 8 has 10,638 this equates to an estimated \$93,987,728 wage base that benefits from certifications provided by Extension.



Mark Arnold
CEA Ag and
Natural Resources



Danae Hicks
CEA Family
Community Health

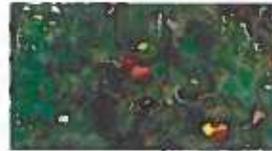


Sidney Atchley
4-H—Youth Development



Jade Edgar
Extension Agent
Better Living for
Texans

HORTICULTURE AND PUBLIC / AG INTERFACE



Horticulture continues to be in strong demand by District 8 clientele. The Extension response in District 8 is a robust effort that strives to reach these folks through multiple efforts including 15 Master Gardener Chapters with 700+ members. These members contributed 50,000+ Volunteer hours back to Texas A&M AgriLife Extension Service. Total horticulture contacts in 2021 were 57,582.

Agriculture literacy was identified as a major issue. Extension engaged in a unique opportunity and provided outreach while involving various commodity and health related groups. Activities featured unbiased research-based information concerning the importance and appreciation of the vital role agriculture plays in daily lives. 35,332 adult and youth participated.

Although District 8 does not include any "major" metropolitan areas, we do see an influx of folks moving into counties in the District to enjoy a more rural lifestyle. With this comes the need to educate that clientele about issues and opportunities that come with a rural lifestyle. The Central Region educational response included 10 counties providing New Landowner Series with a total of 60 face to face sessions. Total contacts were 3,167.

District 8 continues to have a robust agriculture production impact in Texas. Beef cattle continues to lead the way with other commodities.

District 8

Top Ranked Commodities by Economic Impact of Agricultural Production and Related Items, 2021

| Commodity | Estimated Value* (\$1000's) | Percent of District Value | Economic Impact** (\$1,000's) |
|--------------|-----------------------------|---------------------------|-------------------------------|
| Other Beef | \$903,744.80 | 32.31% | \$1,867,513.43 |
| Milk | \$378,678.50 | 13.54% | \$845,113.36 |
| Hay | \$382,267.90 | 13.67% | \$806,811.37 |
| Feed Corn | \$319,308.30 | 11.42% | \$769,552.80 |
| Broilers | \$201,180.00 | 7.19% | \$461,965.61 |
| Total | \$2,185,179.50 | 78.12% | \$4,750,960.77 |

Agriculture and Natural Resources:

Row Crop Related Education

Ellis County Auxin/Dicamba Training: Held January/February, 50 producers trained. TDA required training.

Ellis County Wheat Tour: Held June with 50 producers in attendance, Variety testing, soil testing, insect and disease issues.

Ellis County Row Crops Tour: Held June with 50 producers participating. Variety testing, soil testing, insect and disease issues.

Ellis County Fall Ag Update/CEU Meeting: Held in November 35 participants. New technologies, variety selection, cropping systems.

Ellis County Ag Increment Report: December with Ag Producers, Ag Business Community Leaders and other stakeholders to develop Ag Commodity Report. 2022 Ellis County At Farm Receipts at \$82.5 Million.

Livestock and Forage Related Education

Ellis County Spring Beef Program:

Held in April 30 producers. Pasture weed control, mineral supplements.

Blackland Income Growth Beef Program: Held in January. Regional educational program attended by many local beef producers.

New Landowners Related Education

Ellis County New Landowner Program: Classes in Spring and Fall. Topics include Soils, Pasture Management, Livestock, and Pond Management.

Ellis County/District 8 Farm and Ranch Seminar: December, 8 TDA CEU's offered, various topics.

Demonstrations/Applied Research Hard, soft Winter Red Wheat Uniform Variety Trial, Hybrid Corn Variety Trial, Winter Forage Production/Yield, Broadleaf/Weed Control in pastures, Mesquite Brush Control Demonstrations.

Ellis County Master Gardeners

80 Master Gardeners served and provided over 5000 hours to Home Horticulture and Landscape Water use educational programs. Outreach included: Lawn and Garden Expo, Farmers Market Educational Booth, 6 Community Educational Booth, 6 Community Educational Gardens, Monthly E-Garden Newsletter, Weekly Radio Spots, & Educational Calendar.

Ellis County Master Naturalists

Master Naturalists conducted educational programming and activities providing over 5000 volunteers hours to Extension Outdoor Education.

4-H and Youth Development:

The Ellis County 4-H Program included 350 youth members, and 47 adult leaders within 10 organized community clubs.

4-H Livestock Projects:

185 youth participated in the 4-H Livestock projects with representation at Texas Major Shows and Ellis County Youth Expo. Livestock Judging—20 youth—three teams, five contest.

Ellis County Youth Expo Sale:

92 Youth Entered the 2022 Ellis County Youth Expo Coordinated A Day In The Ring Special Needs Livestock Show

4-H Projects:

65 youth participated in 4-H leadership rolls

57 participated in enrichment camps

12 state local competitors

Community Service benefitting 600+ community members

24 participated in District 8 4-H Photography

24 youth participated in District 8 4-H Food Show Challenge

40 youth participated at District 4-H Recordbooks

Curriculum Enrichment:

7,210 youth reached via curriculum enrichment

-Hatching in the classroom

-Egg to Chick

Partnerships:

Family & Consumer Sciences:

Chronic Disease Management: Do Well Be Well with Diabetes - 29 participants, choose Your Way Diabetes Management Conference - 15 participants, The Mediterranean Diet Goes Texan: 32 Participants, **Walk Across Texas** - 110 Participants

Healthy Aging: Master of Memory Series (4 locations), 155 participants; Health Literacy Series at Midlothian Senior Center, 77 participants; A Matter of Balance (2 locations), 103 participants; Strong People, Strong Bodies (3 locations) 209 participants, Health and Wellness with Seniors at Waxahachie Senior Center 1,261 participants; Fitness Foundations (2 locations), 131 participants.

Passenger Safety: Car Seat Inspections - 15 seats inspected, 20 caregivers educated (economic impact: \$26,997); Child Passenger Safety Presentation - 9 participants.

Master Wellness Volunteers: 4 current volunteers, 590.15 volunteer hours completed, \$17,700 economic benefit for Ellis County.

Thanks for allowing me the opportunity to update you on the Extension educational programming in Williamson County and the efforts being made by your county Extension agents Mark Arnold, Danae Hicks, Sidney Atchley, and Jade Edgar. They continue to provide programming which is in tune with our mission which is to provide quality, relevant outreach and continuing educational programs and services to the people of Texas. If you ever have any questions, comments, or concerns, please do not hesitate to give me a call at 254-968-4144 or e-mail.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/24/2023 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ryan Garrett

PHONE: 5088 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/31/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Resolution of votes cast to elect directors for The Ellis Appraisal District for years 2024-2025.

OFFICIAL BALLOT
TO
ELECT THE 2024 BOARD OF DIRECTORS
FOR THE ELLIS APPRAISAL DISTRICT

Issued to: ELIS COUNTY & LATERAL ROAD

Number of Votes: 750

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate or divide your votes among any number of the candidates.

CANDIDATES (listed alphabetically)

| | |
|-------------------|-------|
| RUSTY BALLARD | _____ |
| CORNEL BENFORD II | _____ |
| TRAVIS BRUTON | _____ |
| WALTER ERWIN | _____ |
| DAVID HURST | _____ |
| RICK KEELER | _____ |
| SHERRON MOSLEY | _____ |
| DANI MUCKLEROY | _____ |
| MACHANTA NEWSON | _____ |
| GEORGE RICKS | _____ |

Issued under my hand this 22nd day of October, 2023.



Kathy A. Rodrigue, RPA
Chief Appraiser
Ellis Appraisal District

Texas Property Tax Code Sec. 6.03. Board of Directors.

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director.

2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

Rusty Ballard

Cornel Benford II

Travis Bruton

Walter Erwin

David Hurst

Rick Keeler

Sherron Mosley

Dani Muckleroy

Machanta Newson

George Ricks

Rusty Ballard – Mr. Ballard was nominated by Ellis County. Mr. Ballard is a longtime resident of Ellis County and has lived primarily in the Forreston area for the past 40 years. Over the years Mr. Ballard has served the community in public office and city commissions for Ellis County and the City of Waxahachie. He received his Bachelor of Science degree in Criminal Justice from the University of Texas at Arlington and his Master of Science degree in Forensic Studies from Stevenson University. Mr. Ballard works as a claims investigator for CoventBridge Group LLC focusing on the insurance industry.

Cornel Benford II - Mr. Benford was nominated by the City of Glenn Heights. Mr. Benford earned his Bachelor of Science in Information Systems from DePaul University in Chicago. His career started in 2012 in California working for 3M. Since 2015 Mr. Benford began in the Pharmaceuticals Industry as a Primary Healthcare Representative I. Mr. Benford moved to Texas in 2017 and continued in the Healthcare arena as a Sales Representative at Pfizer, an Oncology Sales Representative for Ferring Pharmaceuticals, a Sales Representative at Romark Pharmaceuticals, and an ADHD Account Manager at Ironshore Pharmaceuticals. In 2022 Mr. Benford became a Solution Architect at Leica Biosystems.

Travis Bruton - Mr. Bruton was nominated by the City of Glenn Heights. Mr. Bruton earned his Bachelor of Business Administration in Finance at the University of Memphis and his Master of Business Administration at American Intercontinental University in Florida. His career started as an Accountant working with The ADT Corporation in Security Services in Florida. In 2013 Mr. Bruton moved to Texas to work with the Westwood Holding Group, followed by McKesson and Trinity Industries, Inc. as a Senior Accountant. In 2020, Mr. Bruton became the Principal Owner of Total Mortgage and Lending Solutions. He has served the City of Glenn Heights creating the first Youth Advisory Council and was elected in 2017 and 2021 as a City Councilman. He also served as the Vice Chair of the Small Cities Council with the National League of Cities.

Walter Erwin - Mr. Erwin was nominated by the City of Midlothian. Mr. Erwin has served on the Ellis Appraisal District Board of Directors as the Chairman of the Board of Directors in 2022 and 2023 and as a Member for a part of 2021. He was in the US Army Reserve from 1964-1971 while simultaneously earning his BBA from the University of Texas. From 1973-2018, he was the President and CEO of Erwin Distributing Co, Inc. DBA Wally's Party Factory while also founding Party Club of America and was co-owner/founder of Halloween and Party Expo, selling these businesses by 2018. Mr. Erwin remains the Managing Member of Erwin Properties, LP (I & II) and remains on the Ennis State Bank Board of Directors since 1985. He volunteered as the Vice-President of the Ennis Industrial Foundation in the 1970-80's and the Trinity River Authority of Texas from 1982-1993, serving as the President of their Board of Directors from 1991-1993.

David Hurst - Mr. Hurst was nominated by the City of Midlothian and Midlothian ISD. Mr. Hurst has served on the Ellis Appraisal District Board of Directors as a Member for a portion of 2023. He has been a resident of Ellis County since 1994. Mr. Hurst has been a licensed Texas Architect since September 1988 after graduating from the School of Architecture at the University of Texas. Professionally he has served as CEO for Integrated Builders from 2000-2008, Vice President of Southern Cross from 2009-2011 and is currently President of Falcon Construction Advisors. Mr. Hurst is the Former President and Chairman of the Board for Midlothian Economic Development Corporation.

2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

Rusty Ballard

Cornel Benford II

Travis Bruton

Walter Erwin

David Hurst

Rick Keeler

Sherron Mosley

Dani Muckleroy

Machanta Newson

George Ricks

Richard (Rick) Keeler - Mr. Keeler was nominated by the City of Midlothian. Mr. Keeler has served on the Ellis Appraisal District Board of Directors as a Member for 2022-2023. He has been a resident of Waxahachie since 1985, serving on the Waxahachie Planning and Zoning Commission as Chairman, on the City of Waxahachie Economic Development Commission and on the Steering Committee for the Waxahachie Economic Development Plan. He attended De Soto High School, received a BBA in Finance from Sam Houston State University and attended the School of Banking of the South at Louisiana State University. Professionally, Mr. Keeler has been with Options Real Estate Investments, Inc. since 1996, from 1981-1996 worked with Community and Commercial Banking and is a member of the Congress for the New Urbanism. He volunteers with Waxahachie Youth Baseball and the Waxahachie YMCA.

Sherron Mosley – Mr. Mosley was nominated by the City of Glenn Heights. He is a Real Estate Agent at JPAR-Arlington Real Estate and served as a Safety Officer at The Potter's House from 2017-2021. Mr. Mosley is a City Councilmember for the City of Glenn Heights.

Dani Muckleroy - Ms. Muckleroy was nominated by the City of Midlothian. Ms. Muckleroy has served on the Ellis Appraisal District Board of Directors as the Secretary for 2022-2023 and as a Member for a part of 2021. Ms. Muckleroy has been a resident of Ovilla for 28 years. She owned a retail gift shop in Duncanville for 14 years. She is a volunteer and supporter of several non-profit groups that meet the needs of marginal families with an emphasis on children. She has served on the Advisory Council of the Ellis County Salvation Army for 13 years and on the Board at Daniel's Den for one term. She presently serves, using her many years in accounting, on the Finance Committee of First United Methodist Church of Red Oak, understanding budgets and the reason for them. Ms. Muckleroy is a CASA volunteer and a mentor at Red Oak High School.

Manchanta Newson - Ms. Newson was nominated by the City of Glenn Heights. Ms. Newson earned her Bachelor of Social Work at Mississippi State University in 2003 and her Master of Science in Social Work in 2006 from the University of Tennessee. She started her career in 2006 as a Clinical Therapist and in 2007 moved into working in many different roles with the Department of Veterans Affairs, continuing currently as a Medical Foster Home Coordinator/Social Work Supervisor with the VA. Ms. Newson also is the Executive Director of Kennedy Kares in Glenn Heights and a Psychotherapist/Owner of Village Counseling & Consulting PLLC in Ovilla. She is a Licensed Clinical Social Worker in Texas and Tennessee and a Texas Board Approved Clinical Supervisor. Ms. Newson is a member of the Academy of Clinical Social Workers and an Active Member of the National Association of Social Workers. Ms. Newson has served as a City Councilmember for the City of Glenn Heights since 2017.

George Ricks - Mr. Ricks was nominated by the Midlothian ISD. Mr. Ricks graduated in 1977 with a Bachelor of Science in Chemical Engineering from the University of Oklahoma and in 1990 earned his Master of Business Administration from the University of Texas at Dallas. From 1977-2006 in Texas, he held positions including Petroleum Engineer, Sr. Drilling Engineer, Production Engineer, Contract Engineer, Sr. Engineering Specialist for companies such as Hunt Energy, Sunmark Exploration, May Petroleum, American Oil Partners, and Anadarko Petroleum Corporation. From 2007 to 2013, he was a Sr. Production Engineer for Reef Exploration, LP, and a Sr. Staff Operations Engineer for Pioneer Natural Resources from 2013-2019. Mr. Ricks retired in May of 2019.

TAXING UNIT: _____

Resolution No. _____

RESOLUTION OF **VOTES CAST** TO ELECT DIRECTORS FOR THE ELLIS
APPRAISAL DISTRICT FOR THE YEARS 2024-2025*

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2023.

THEREFORE, the _____ submits the attached Official Ballot, as issued by the Chief Appraiser, stating the votes cast for candidates in the 2024-2025 Board of Directors' Election for the Ellis Appraisal District.

ACTION TAKEN this _____ day of _____, 2023, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST:

*This election is for 2024. SB2 becomes effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2024 to appoint five directors who will begin serving January 1, 2025.

In that election, two of these appointed directors will serve a term of one year and three will serve a term of three years. I am seeking counsel on how this will be determined, but do not have an answer yet. This is only to inform you, as I understand this new law, there will be another election in 2024.

COMMISSIONERS COURT AGENDA REQUEST

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Please fill out this form completely:

DATE: 10/26/2023 SUPPORTING DOCUMENT(S) ATTACHED? Yes

NAME: Ryan Garrett

PHONE: 5088 FAX: _____

DEPARTMENT OR ASSOCIATION: Ellis County Judge

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/31/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Discussion, consideration, and approval of updated Funeral Home rate schedule for recovery, removal and transport to the Dallas County Medical Examiner (see supporting documentation).

Option 1 @ 2023 Actual \$500 ME, \$0 FH, \$80 OT, \$50 BB
 Option 2 @ \$600 ME, \$0 FH, \$100 OT, \$50 BB

Total

| Funeral Home | Calls | Transport To | Units | Unit Price | Total Cost | Option 1 @ | Option 2 @ |
|---|-------|------------------|-------|------------|------------|------------|------------|
| Boze Mitchell McKibben Funeral Home | 49 | Medical Examiner | 47 | \$ 275.00 | \$ 12,925 | \$ 23,500 | \$ 28,200 |
| | | Funeral Home | 2 | \$ 175.00 | \$ 350 | - | - |
| Community Funeral Home | | Medical Examiner | | \$ 275.00 | \$ - | - | - |
| | | Funeral Home | | \$ 175.00 | \$ - | - | - |
| Green Funeral Home | 27 | Medical Examiner | 16 | \$ 275.00 | \$ 4,400 | \$ 8,000 | \$ 9,600 |
| | | Funeral Home | 11 | \$ 175.00 | \$ 1,925 | - | - |
| JE Keever Funeral Home | 21 | Medical Examiner | 21 | \$ 275.00 | \$ 5,775 | \$ 10,500 | \$ 12,600 |
| | | Funeral Home | | \$ 175.00 | \$ - | - | - |
| Midlothian Funeral Home | 36 | Overtime | 4 | \$ 50.00 | \$ 200 | \$ 320 | \$ 400 |
| | | Medical Examiner | 25 | \$ 275.00 | \$ 6,875 | \$ 12,500 | \$ 15,000 |
| Waxahachie Funeral Home | 28 | Funeral Home | 11 | \$ 175.00 | \$ 1,925 | - | - |
| | | Medical Examiner | 19 | \$ 275.00 | \$ 5,225 | \$ 9,500 | \$ 11,400 |
| Jaynes Memorial Chapel (Midlothian Secondary) | | Funeral Home | 9 | \$ 175.00 | \$ 1,575 | - | - |
| | | Medical Examiner | | \$ 275.00 | \$ - | - | - |
| Henderson County Mortuary Service (Secondary) | | Funeral Home | | \$ 175.00 | \$ - | - | - |
| | | Medical Examiner | | \$ 275.00 | \$ - | - | - |
| | 161 | Funeral Home | | \$ 175.00 | \$ - | - | - |
| | | | | | \$ 41,175 | \$ 64,320 | \$ 77,200 |

| Type | Bags | 2023 Actual | Option 1 | Option 2 |
|-------|------|-------------|----------|----------|
| Light | 163 | \$ 19.26 | \$ 3,139 | \$ - |
| Heavy | | \$ 33.99 | \$ - | \$ 8,150 |

Total \$ 44,314 \$ 72,470 \$ 85,350

| | Henderson | Johnson | Kaufman | Navarro | Ellis | Ellis 1 | Ellis 2 |
|-----------------|-----------|---------|---------|---------|--------|---------|---------|
| Transport to ME | \$ 500 | \$ 525 | \$ 280 | \$ 600 | \$ 275 | \$ 500 | \$ 600 |
| Transport to FH | \$ 225 | \$ - | \$ - | \$ 200 | \$ 175 | \$ - | \$ - |
| Overtime | \$ - | \$ - | \$ - | \$ - | \$ 50 | \$ 80 | \$ 100 |
| Body Bags | \$ 140 | \$ - | \$ 150 | \$ 100 | \$ 19 | \$ 50 | \$ 50 |
| Cremation | \$ 750 | \$ 650 | \$ 750 | \$ 775 | \$ 750 | \$ 750 | \$ 750 |

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Please fill out this form completely:

DATE: 10/25/2023 SUPPORTING DOCUMENT(S) ATTACHED? No

NAME: Keith Adkisson on behalf of Kevin Kosoris

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: Comissioners' Court

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 10/31/2023

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):
Regular: Discussion, consideration, and possible action on a settlement offer from AMR.

Executive: Pursuant to Texas Government Code §551.071(1), consultation with legal counsel regarding pending or contemplated litigation matter concerning the settlement option from AMR.

