

# COMMISSIONERS COURT AGENDA REQUEST

A.2

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

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

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

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

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

**Please fill out this form completely:**

DATE: 12.20.23 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Krystal Valdez

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

DEPARTMENT OR ASSOCIATION: County Clerk

ADDRESS: 109 S. Jackson St.

PREFERRED DATE TO BE PLACED ON AGENDA: 12.27.23

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

1. Approval of Commissioners' Court Regular Meeting Minutes from December 12, 2023.
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ELLIS COUNTY COMMISSIONERS COURT  
OFFICIAL MINUTES – DECEMBER 12, 2023

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, DECEMBER 12, 2023, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2<sup>ND</sup> FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

**MEMBERS PRESENT:**

COUNTY JUDGE TODD LITTLE

COUNTY CLERK KRYSTAL VALDEZ

PRECINCT 1 COMMISSIONER RANDY STINSON

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 STINSON, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE. – *PRECINCT 4 COMMISSIONER KYLE BUTLER*

**CONSENT AGENDA: MINUTE ORDER 556.23**

**ADMINISTRATIVE:**

- A.1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.2 APPROVING OF THE MONTHLY TREASURER'S REPORT FOR JULY 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.3 APPROVING OF THE MONTHLY TREASURER'S REPORT FOR AUGUST 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.4 APPROVING OF THE MONTHLY TREASURER'S REPORT FOR SEPTEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.026. – *COUNTY TREASURER CHERYL CHAMBERS*
- A.5 APPROVING OF COMMISSIONERS' COURT REGULAR MEETING MINUTES FROM NOVEMBER 28, 2023. – *COUNTY CLERK KRYSTAL VALDEZ*
- A.6 APPROVING TO APPOINT JERALD NICHOLS TO THE NORTH CENTRAL TEXAS BOARD OF WORKFORCE SOLUTIONS FOR A THREE-YEAR TERM BEGINNING NOVEMBER 13<sup>TH</sup>, 2023 AND ENDING SEPTEMBER 30<sup>TH</sup>, 2026. – *COUNTY JUDGE TODD LITTLE*
- A.7 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 1 MONTHLY REPORT FOR NOVEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *JP PRECINCT 1 CHRIS MACON*
- A.8 MOVED TO REGULAR AGENDA BY COMMISSIONER PERRY

- A.9 APPROVING A PUBLIC OFFICIAL BOND IN THE AMOUNT OF \$5,000.00 FOR JUDGE DAN COX, JUSTICE OF THE PEACE FOR PRECINCT 3, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE §27.001. – *JUSTICE OF THE PEACE PRECINCT 3 DAN COX*
- A.10 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 3 MONTHLY REPORT FOR NOVEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *JP PRECINCT 3 DAN COX*
- A.11 APPROVING OF THE JUSTICE OF THE PEACE, PRECINCT 4 MONTHLY REPORT FOR NOVEMBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.044. – *JP PRECINCT 4 LOUIS PONDER*
- A.12 ACCEPTING OF THE COUNTY AUDITOR’S MONTHLY REPORT FOR OCTOBER 2023, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §114.025. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A.13 ACCEPTING A TABULATED REPORT OF THE COUNTY’S RECEIPTS AND DISBURSEMENTS OF FUNDS FROM NOVEMBER 16, 2023 – DECEMBER 1, 2023 PURSUANT TO LOCAL GOVERNMENT CODE §114.024. – *FIRST ASSISTANT AUDITOR STACI PARR*
- A.14 ACCEPTING OF THE RESIGNATION OF ESD #9 DANIELLE VICK, WHOSE POSITION ENDS DECEMBER 12<sup>TH</sup>, 2023, AND ACCEPTING THE APPLICATION OF ZACHARY ZETT TO REPLACE DANIELLE VICK FROM DECEMBER 12<sup>TH</sup>, 2023 TO DECEMBER 31<sup>ST</sup>, 2024. – *FIRE MARSHAL TIM BIRDWELL*

**FINANCIAL:**

- F.1 APPROVING OF A YEARLY CONTRIBUTION IN THE AMOUNT OF \$70,000.00 TO THE ELLIS COUNTY CHILDREN’S ADVOCACY CENTER FOR FISCAL YEAR 2024. – *COUNTY JUDGE TODD LITTLE*
- F.2 **MOVED TO REGULAR AGENDA BY COUNTY JUDGE**
- F.3 ACCEPTING FUNDS FROM THE CITY OF OAK LEAK BY FM4 IN THE AMOUNT OF \$46,568.00 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET FOR UNANTICIPATED REVENUE:  
     INCREASE 002-0902-509300 (ROAD IMPROVEMENT – ROAD EXPENSES) BY \$46,568.00  
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F.4 ACCEPTING FUNDS FROM THE CITY OF GLENN HEIGHTS BY FM4 IN THE AMOUNT OF \$46,568.00 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET FOR UNANTICIPATED REVENUE:  
     INCREASE 002-0902-509300 (ROAD IMPROVEMENT – ROAD EXPENSE) BY \$46,568.00  
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F.5 ACCEPTING FUNDS FROM JURY DONATIONS TO VETERAN’S SERVICES IN THE AMOUNT OF \$4,221.00 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET FOR UNANTICIPATED REVENUE:  
     INCREASE 001-0070-506330 (JUROR DONATIONS) BY \$4,221.00  
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*
- F.6 ACCEPTING AUCTION PROCEEDS FROM THE SALE OF SURPLUS COMPUTER EQUIPMENT BY THE ELECTIONS DEPARTMENT IN THE AMOUNT OF \$3,100.00 AS UNANTICIPATED REVENUE. REQUEST SPECIAL BUDGET FOR UNANTICIPATED REVENUE:  
     INCREASE 001-0210-508190 (COMPUTER EQUIPMENT) BY \$3,100.00  
 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §111.0108, UNANTICIPATED REVENUE BY COUNTY AUDITOR. – *FIRST ASSISTANT AUDITOR STACI PARR*

- F.7 FY2024 LINE-ITEM TRANSFER – *PRECINCT 2 COMMISSIONER LANE GRAYSON*  
 DECREASE 010-0653-508070 (FM2 GENERAL EXPENSES) BY \$10,000.00  
 INCREASE 010-0653-509180 (FM2 HARDWARE/TOOLS) BY \$10,000.00
- F.8 FY2024 LINE-ITEM TRANSFER – *PRECINCT 2 COMMISSIONER LANE GRAYSON*  
 DECREASE 004-0652-508070 (RB2 GENERAL EXPENSES) BY \$100.00  
 INCREASE 004-0652-520100 (RB2 CDL REIMBURSEMENT) BY \$100.00
- F.9 FY2024 LINE-ITEM TRANSFER – *INDIGENT HEALTH CARE COORDINATOR TERRI KLEIN*  
 DECREASE 001-0110-508520 (PRESCRIPTIONS) BY \$12,000.00  
 INCREASE 001-0110-508680 (CONTRACT SERVICES) BY \$12,000.00

MOTION TO APPROVE WITHOUT A.8 AND F.2 BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BUTLER,  
 MOTION CARRIED

**MINUTE ORDER 557.23** (A.8) APPROVING OF A PUBLIC OFFICIAL BOND IN THE AMOUNT OF \$10,000.00  
 FOR COUNTY JUDGE TODD LITTLE FOR A PERIOD OF FOUR YEARS FROM JANUARY 1<sup>ST</sup>, 2023 TO JANUARY  
 1<sup>ST</sup>, 2027 IN ACCORDANCE WITH TEXAS GOVERNMENT CODE §26.001. – *COUNTY JUDGE TODD LITTLE*

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

**REGULAR AGENDA – DISCUSSION, CONSIDERATION AND ACTION:**

**DEPARTMENT OF DEVELOPMENT**

**MINUTE ORDER 558.23** (1.1) RATIFYING STAFF ACTION ON A PLAT OF ARLENE’S ADDITION LOT 1, BLOCK  
 1. THE ± 5.939-ACRE SITE IS LOCATED ± 1,215 FEET SOUTH OF THE INTERSECTION OF FM 1181 AND  
 HWY 34, SITUATED IN THE A DE LA GARZA SURVEY, ABSTRACT NO. 2, IN THE EXTRATERRITORIAL  
 JURISDICTION (ETJ) OF THE CITY OF ENNIS, FERRIS, ROAD AND BRIDGE PRECINCT NO. 1.

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

**MINUTE ORDER 559.23** (1.2) RATIFYING STAFF ACTION ON A PLAT OF MORTON ACRES. THE ± 3.139-  
 ACRE SITE IS LOCATED ± 595 FEET EAST OF THE INTERSECTION OF SLATE ROCK ROAD AND ANDREWS  
 ROAD, SITUATED IN THE R DE LA PENNA SURVEY, ABSTRACT NO. 3, ENNIS, ROAD AND BRIDGE  
 PRECINCT NO. 1. SUBJECT TO THE FOLLOWING CONDITION:

1. Provide updated ownership information for this plat prior to the filing of this plat (the deed provided lists both Mr. & Mrs. Tidwell).

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

**MINUTE ORDER 560.23** (1.3) APPROVING A REQUEST FOR A VARIANCE FOR PARCEL ID 153766 FROM SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS & SEPTIC REGULATIONS (ORDER 182.11) TO ALLOW THIS PROPERTY TO DEVELOP WITHOUT MEETING THE MINIMUM LOT SIZE AND DEPTH. THE ± 0.3627-ACRE SITE IS LOCATED NEAR THE INTERSECTION OF FM 664 AND RIDGE CREST DRIVE, IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF RED OAK, ROAD & BRIDGE PRECINCT No .1. SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE PROPERTY OWNER OR APPLICANT SHALL SUBMIT A REPLAT IDENTICAL TO THE SURVEY PLAT PROVIDED FOR THE PROPERTY.
2. NO FURTHER SUBDIVISION OF THIS PROPERTY SHALL OCCUR UNTIL IT CAN MEET THE SUBDIVISION REQUIREMENTS IN EFFECT AT THAT TIME.
3. APPROVAL OF THIS VARIANCE REQUEST DOES NOT EXTEND TO MULTI-TENANT, MULTI-UNIT, OR ANY OTHER COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.
4. SUBMIT A SEPTIC DESIGN ALONG WITH A SITE PLAN OF ALL PROPOSED STRUCTURES ON THIS PROPERTY AT THE TIME OF PERMITTING TO ENSURE A SEPTIC SYSTEM CAN FIT.

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

**MINUTE ORDER 561.23** (1.4) DENYING A REQUEST FOR A VARIANCE FOR PARCEL ID 178744 FROM SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENTS. THE ± 4.54-ACRE SITE IS LOCATED ± 1,500 FEET WEST OF THE INTERSECTION OF FM 813 & OATES ROAD, PALMER, ROAD & BRIDGE PRECINCT No. 1.

PUBLIC PARTICIPATION: JASON MATTHEWS

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

**MINUTE ORDER 562.23** (1.5) RATIFYING STAFF ACTION ON A PLAT OF SIMPKINS ADDITION LOTS 1 & 2, BLOCK A. THE ± 3.128-ACRE SITE IS LOCATED ± 1,690 FEET WEST OF THE INTERSECTION OF OAK GROVE ROAD AND BROWN ROAD, SITUATED IN THE GEORGE B MCKINSTRY SURVEY, ABSTRACT No. 668, ENNIS, ROAD AND BRIDGE PRECINCT No. 2.

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

**MINUTE ORDER 563.23** (1.6) APPROVING A REQUEST FOR A VARIANCE FOR PARCEL ID 189854 FROM SECTION IV (A) OF THE SUBDIVISION & DEVELOPMENT REGULATIONS TO ALLOW THIS PROPERTY TO DEVELOP WITHOUT MEETING THE MINIMUM ROAD FRONTAGE REQUIREMENTS. THE ± 12.65-ACRE SITE IS LOCATED ± 410 FEET WEST OF THE INTERSECTION OF TIGHT WAD ROAD AND FM 308, ITASCA, ROAD & BRIDGE PRECINCT No. 3. SUBJECT TO THE FOLLOWING CONDITIONS:

1. NO FURTHER SUBDIVISION OF THIS PROPERTY SHALL OCCUR UNTIL IT CAN MEET THE SUBDIVISION REQUIREMENTS IN EFFECT AT THAT TIME.

2. THE APPLICANT SHALL SUBMIT AN ELEVATION CERTIFICATE APPROVAL FROM THE COUNTY ENGINEER'S OFFICE PRIOR TO THE ACCEPTANCE OF A DEVELOPMENT PERMIT FOR THE HOUSE AND BARN.
3. APPROVAL OF THIS VARIANCE REQUEST DOES NOT EXTEND TO MULTI-TENANT, MULTI-UNIT, OR ANY OTHER COMMERCIAL STRUCTURES OR BUSINESSES WITHOUT MEETING THE REQUIREMENTS IN EFFECT AT THAT TIME.
4. PER THE APPLICANT'S REQUEST, THE MOBILE HOME SHALL BE REMOVED FROM THE PROPERTY UPON THE COMPLETION OF THE NEW HOUSE.

PUBLIC PARTICIPATION: CAMERON ADAMS

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

**PURCHASING**

**MINUTE ORDER 564.23** (2.1) APPROVING THE PURCHASE OF A CATERPILLAR MODEL 930M QC WHEEL LOADERS & INTEGRATED TOOL CARRIERS IN THE AMOUNT OF \$248,000.00 FOR ROAD & BRIDGE PRECINCT 3 USING THE SOURCEWELL COOPERATIVE CONTRACT #020223, FROM HOLT CAT.

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

**MINUTE ORDER 565.23** (2.2) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERRIS AND ELLIS COUNTY IN ACCORDANCE WITH THE INTERLOCAL COOPERATION ACT, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE.

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

**MINUTE ORDER 566.23** (2.3) RENEWING THE FOLLOWING BID FOR A ONE (1) YEAR RENEWAL PERIOD: BID NO. 2020-020 CONVENIENCE STORE FUEL WITH PEARMAN OIL & LP GAS, INC.

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

**MINUTE ORDER 567.23** (2.4) APPROVING THE PURCHASE OF FURNITURE AND INSTALLATION SERVICES FOR THE ELLIS COUNTY CENTRAL BUILDING FROM TANGRAM INTERIORS USING THE OMNIA COOPERATIVE CONTRACT # 2019.001899 FOR \$1,026,537.02.

MOTION TO APPROVE BY COMMISSIONER BUTLER, SECONDED BY COMMISSIONER STINSON, WITH COMMISSIONER PERRY VOTING NO; MOTION CARRIED 3-1

**MINUTE ORDER 568.23** (2.5) APPROVING CHANGE ORDER #5 TO THE ROGERS-O'BRIEN CONTRACT (MINUTE ORDER 255.23) FOR REPLACEMENT OF INOPERABLE ELEVATOR WITH A NEW SCHINDLER ELEVATOR AT ELLIS COUNTY CENTRAL IN AN AMOUNT OF \$147,769.00.

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

**MINUTE ORDER 569.23** (2.6) APPROVING THE DESIGN SERVICE PROPOSAL FROM ENTOS DESIGN FOR THE MIDLOTHIAN TAX OFFICE IN AN AMOUNT NOT TO EXCEED \$15,400.00

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

## **ADMINISTRATIVE**

**MINUTE ORDER 570.23** (3.1) APPROVING TO RATIFY THE ELLIS COUNTY & DISTRICT ATTORNEY'S OFFICE APPLICATION FOR A GRANT WITH THE TEXAS VETERANS COMMISSION FOR THE CONTINUED IMPLEMENTATION OF A VETERAN'S TREATMENT COURT PROGRAM IN ELLIS COUNTY. – *COUNTY & DISTRICT ATTORNEY ANN MONTGOMERY*

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

**MINUTE ORDER 571.23** (3.2) APPROVING AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE COUNTY OF ELLIS AND THE CITY OF OAK LEAF FOR A TERM AGREEMENT THROUGH DECEMBER 31<sup>ST</sup>, 2024. – *PRECINCT 4 COMMISSIONER KYLE BUTLER*

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

**MINUTE ORDER 572.23** (3.3) APPROVING AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE COUNTY OF ELLIS AND RED OAK ISD FOR A TERM AGREEMENT THROUGH DECEMBER 31<sup>ST</sup>, 2024. – *PRECINCT 4 COMMISSIONER KYLE BUTLER*

PUBLIC PARTICIPATION: PENNY STORY, RED OAK

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

**MINUTE ORDER 573.23** (3.4) APPROVING AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE COUNTY OF ELLIS AND WAXAHACHIE ISD FOR A TERM AGREEMENT THROUGH DECEMBER 31<sup>ST</sup>, 2024. – *PRECINCT 4 COMMISSIONER KYLE BUTLER*

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

**MINUTE ORDER 574.23** (3.5) APPROVING AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE COUNTY OF ELLIS AND THE CITY OF WAXAHACHIE FOR A TERM AGREEMENT THROUGH DECEMBER 31<sup>ST</sup>, 2024. – *PRECINCT 4 COMMISSIONER KYLE BUTLER*

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

**MINUTE ORDER 575.23** (3.6) APPROVING TO AMEND THE BANK DEPOSITORY AGREEMENT TO INCLUDE ADDITIONAL LANGUAGE FOR THE FHLB LETTER OF CREDIT AND APPROVAL FOR THE COUNTY JUDGE TO SIGN A NEW BANK DEPOSITORY AGREEMENT AND COLLATERAL SECURITY AGREEMENT. – *COUNTY TREASURER CHERYL CHAMBERS*

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

**MINUTE ORDER 576.23** (3.7) AUTHORIZING THE COUNTY JUDGE TO SIGN A ONE-YEAR CONTRACT WITH INOVALON, IN THE AMOUNT OF \$12,000, WHICH WILL PROVIDE INSURANCE VERIFICATION FOR INDIGENT HEALTHCARE AND INMATE MEDICAL. – *INDIGENT HEALTH CARE COORDINATOR TERRI KLEIN*

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

**MINUTE ORDER 577.23** (3.8) AUTHORIZING THE NECESSARY POSTING AND PUBLIC NOTICE FOR THE REQUEST FOR A STOP SIGN ON WOODSTREAM RD. AT THE INTERSECTION OF SPRINGWOOD LN. AND SCHEDULE THE REQUIRED PUBLIC HEARING AT A FUTURE COMMISSIONERS COURT MEETING. – *COUNTY ENGINEER TED KANTOR*

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

(TO AGENDA 3.11)

**MINUTE ORDER 578.23** (3.11) APPROVING THE COUNTY JUDGE TO SIGN AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO PURCHASE 3.005 ACRES OF RIGHT-OF-WAY FROM ELLIS COUNTY FOR U.S. HIGHWAY 45 IN THE AMOUNT OF \$23,230.00. – *COUNTY JUDGE TODD LITTLE*

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

**RECESS TO EXECUTIVE SESSION      3:20 P.M.**

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

**EXECUTIVE SESSION**

*THE COMMISSIONERS COURT OF ELLIS COUNTY RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED IN THIS AGENDA, IN THE ORDER DEEMED APPROPRIATE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE CHAPTER 551, AND/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 CHAPTER 551.*

- 4.1      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).
- 4.2      PURSUANT TO LOCAL GOVERNMENT CODE §551.074, DELIBERATION OF THE APPOINTMENT, EMPLOYMENT, EVALUATION, AND DUTIES OF THE ELLIS COUNTY FIRE MARSHAL.
- 4.3      PURSUANT TO TEXAS GOVERNMENT CODE §551.071 (1)(B), CONSULTATION WITH OUTSIDE LEGAL COUNSEL REGARDING A SETTLEMENT OFFER WITH AMERICAN MEDICAL RESPONSE.
- 4.4      PURSUANT TO TEXAS GOVERNMENT CODE §551.071(2), CONSULTATION WITH LEGAL COUNSEL 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 REGARDING SERVICES PROVIDED BY WELLPATH AND COORDINATION OF SERVICE BENEFITS AS IT RELATES TO THE PROPOSED INTERLOCAL AGREEMENT WITH THE NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA).
- 4.5      PURSUANT TO LOCAL GOVERNMENT CODE §551.074, DELIBERATION OF THE APPOINTMENT, EMPLOYMENT, EVALUATION, AND DUTIES OF ELLIS COUNTY BEHAVIORAL HEALTH DIRECTOR CANDIDATES.
- 4.6      PURSUANT TO LOCAL GOVERNMENT CODE §551.074, DELIBERATION OF THE APPOINTMENT, EMPLOYMENT, EVALUATION, AND DUTIES OF THE ELLIS COUNTY HUMAN RESOURCES DIRECTOR CANDIDATES.

**RECONVENED TO REGULAR SESSION      7:18 P.M.**

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

**MINUTE ORDER 579.23**      (F2) APPROVING OF THE 1<sup>ST</sup> AND 2<sup>ND</sup> QUARTERLY PAYMENTS OF \$52,139.08 EACH TO THE NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA) FOR FY24; COUNTY MATCH FUNDS TO BE PAID QUARTERLY. THE TOTAL AMOUNT TO BE PAID OUT FOR FY24 WOULD BE \$208,556.33.  
– COUNTY JUDGE TODD LITTLE

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

**MINUTE ORDER 580.23** (3.9) AUTHORIZING TO REFER CASE WORK TO OUTSIDE COUNSEL, BICKERSTAFF, ON CURRENTLY PENDING MUNICIPAL UTILITY DISTRICT (MUD) APPLICATIONS, AND TO AUTHORIZE ASSOCIATED CASE EXPENSES. – *COMMISSIONER RANDY STINSON*

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

**MINUTE ORDER 581.23** (3.10) APPROVING THE RE-APPOINTMENT OF ELLIS COUNTY FIRE MARSHAL, TIM BIRDWELL, FOR A 2-YEAR PERIOD BEGINNING DECEMBER 14, 2023 AND ENDING DECEMBER 14, 2025. – *FIRE MARSHAL TIM BIRDWELL*

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

**MINUTE ORDER 582.23** (3.12) AUTHORIZING TO FINALIZE AND ACCEPT A SETTLEMENT AGREEMENT WITH AMERICAN MEDICAL RESPONSE. – *COUNTY JUDGE TODD LITTLE*

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

**MINUTE ORDER 583.23** (3.13) APPROVING THE WELLPATH CONTRACT AND COORDINATION OF SERVICE BENEFITS AS IT RELATES TO THE PROPOSED INTERLOCAL AGREEMENT WITH THE NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA). – *COUNTY JUDGE TODD LITTLE*

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

**MINUTE ORDER 584.23** (3.14) APPROVING THE APPOINTMENT OF CAITLIN WILKINSON AS THE ELLIS COUNTY BEHAVIORAL HEALTH DIRECTOR, AND RELEVANT DUTIES. – *COUNTY JUDGE TODD LITTLE*

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

**ADJOURNMENT** **7:25 P.M.**

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

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON DECEMBER 12, 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 27<sup>TH</sup> DAY OF DECEMBER 2023.

\_\_\_\_\_  
KRYSTAL VALDEZ, COUNTY CLERK

# COMMISSIONERS COURT AGENDA REQUEST

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

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

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

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

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

Please fill out this form completely:

DATE: 12.12.2023 SUPPORTING DOCUMENT(S) ATTACHED? (Y/N)

NAME: Barbara Anglen

PHONE: 972-825-5381 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Audit

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

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

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

Accept the June 2023 cash audit reports.

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



# Ellis County Auditor's Office

Open  
County Auditor

Staci Parr, CGFO  
First Assistant Auditor

## Finance

Open  
Assistant Auditor

Open  
Assistant Auditor

## Internal Audit

Barbara Anglen  
Internal Audit Lead

DeVonda Spurlock, CFE  
Assistant Auditor

Wendy Hernandez  
Assistant Auditor

Bernadine Mejia  
Assistant Auditor

## Transaction Audit

Michelle Mejorado  
Transaction Audit Lead

Martine Hamby  
Assistant Auditor

Melanie Dowdle  
Assistant Auditor

Date: November 8, 2023

To: Ellis County Departments

Constable Precinct #1  
Constable Precinct #2  
Constable Precinct #3  
Constable Precinct #4  
County Clerk  
County & District Attorney  
Department of Development  
District Clerk  
Elections

Fire Marshal

Justice of the Peace Precinct #1  
Justice of the Peace Precinct #2  
Justice of the Peace Precinct #3  
Justice of the Peace Precinct #4  
Juvenile Probation  
Law Library  
Sheriff's Office – Bail Bonds  
Sheriff's Office – Revenue  
Treasurer

From: Barbara Anglen

Assistant Auditor - Internal Audit Lead

Re: Audit of Cash Receipt Deposits

During the month of June 2023, our office performed a random audit of your office's cash receipt deposits that have been made with the Ellis County Treasurer's office per Local Government Code 115.002. The dates that have been audited are randomly selected by an Excel program. We have used the scanned documents from the Treasurer's office along with any Auditor reports to review the receipts for these dates. The following items were noted for the deposit(s) made on the selected dates:

### Constable Precinct #1

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

### Constable Precinct #2

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

### Constable Precinct #3

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.



# Ellis County Auditor's Office

## Constable Precinct #4

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## County Clerk

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ Five (5) voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## County & District Attorney

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Department of Development

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## District Clerk

- ✓ Treasurer's receipt balanced with the total amount of cash, checks, and ACH payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ Two (2) voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Elections

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.



# Ellis County Auditor's Office

## Fire Marshal

- ✓ Treasurer's receipt amount balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #1

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ Two (2) voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #2

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
  - On June 9, 2023, the range of receipt numbers on receipt R2023-01456 were different on the daily report compared to the LGS report.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #3

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #4

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Juvenile Probation

- ✓ Treasurer's receipt balanced with the total amount of County funds received by Juvenile Probation.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ⊗ Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.
  - On 6.7.2023 receipt R2023-01435 for \$15.00 had a delay of 15 days.
  - On 6.7.2023 receipt R2023-01436 for \$210.00 had a delay of 9 days.
  - On 6.23.2023 receipt R2023-01608 for \$635.00 had a delay of 16 days.



# Ellis County Auditor's Office

## Law Library

- ✓ Treasurer's receipt amount balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Sheriff's Office – Bail Bonds

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Sheriff's Office – Revenue

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Treasurer

- ✓ Treasurer's Deposit Report balanced with the total amount of listed cash receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

Except for offices that have deposits that were made more than 5 days after the earliest receipt, we conclude that receipts collected by the above-listed offices are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

Barbara Anglen  
Assistant Auditor – Internal Audit Lead

# COMMISSIONERS COURT AGENDA REQUEST

A.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 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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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: 12.12.2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y /  N)

NAME: Barbara Anglen

PHONE: 972-825-5381 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Audit

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

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

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

Accept the July 2023 cash audit reports.

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# Ellis County Auditor's Office

Open  
County Auditor

Staci Parr, CGFO  
First Assistant Auditor

**Finance**

Open  
Assistant Auditor

Open  
Assistant Auditor

**Internal Audit**

Barbara Anglen  
Internal Audit Lead

DeVonda Spurlock, CFE  
Assistant Auditor

Wendy Hernandez  
Assistant Auditor

Bernadine Mejia  
Assistant Auditor

**Transaction Audit**

Michelle Mejorado  
Transaction Audit Lead

Martine Hamby  
Assistant Auditor

Melanie Dowdle  
Assistant Auditor

Date: December 11, 2023

To: Ellis County Departments

Constable Precinct #1	Justice of the Peace Precinct #1
Constable Precinct #2	Justice of the Peace Precinct #2
Constable Precinct #3	Justice of the Peace Precinct #3
Constable Precinct #4	Justice of the Peace Precinct #4
County Clerk	Juvenile Probation
County & District Attorney	Law Library
Department of Development	Sheriff's Office – Bail Bonds
District Clerk	Sheriff's Office – Revenue
Elections	Treasurer
Fire Marshal	

From: Barbara Anglen  
Assistant Auditor - Internal Audit Lead

Re: Audit of Cash Receipt Deposits

During the month of July 2023, our office performed a random audit of your office's cash receipt deposits that have been made with the Ellis County Treasurer's office per Local Government Code 115.002. The dates that have been audited are randomly selected by an Excel program. We have used the scanned documents from the Treasurer's office along with any Auditor reports to review the receipts for these dates. The following items were noted for the deposit(s) made on the selected dates:

**Constable Precinct #1**

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

**Constable Precinct #2**

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.



# Ellis County Auditor's Office

## **Constable Precinct #3**

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## **Constable Precinct #4**

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## **County Clerk**

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
  - On July 10, 2023, receipt R2023-01752 was missing receipt numbers 963431 and 963432, however, receipts were found linked within the previous deposit receipt batch and placed with file.
  - On July 26, 2023, receipt R2023-01894 was missing receipt numbers 965944 through 965975, however, receipts were found linked within the previous deposit receipt batch and placed with file.
- ✓ Six (6) voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## **County & District Attorney**

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## **Department of Development**

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## **District Clerk**

- ✓ Treasurer's receipt balanced with the total amount of cash, checks, and ACH payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.



# Ellis County Auditor's Office

## Elections

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Fire Marshal

- ✓ Treasurer's receipt amount balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #1

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #2

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
  - On June 10, 2023, receipt R2023-01753 the range of receipt numbers were different on daily report compared to the LGS report.
  - On June 10, 2023, receipt R2023-01754 the range of receipt numbers were different on daily report compared to the LGS report.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Justice of the Peace Precinct #3

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
- ✓ One (1) voided receipt was noted.
- ✓ Deposits were made to the Treasurer's office promptly.



# Ellis County Auditor's Office

## Justice of the Peace Precinct #4

- ✓ Treasurer's receipt balanced with the total amount of cash and check payments from the listed receipts.
- ✓ No missing receipts were noted.
  - On July 06, 2023, receipt R2023-01721 the range of receipt numbers were different on daily report compared to the LGS report.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Juvenile Probation

- ✓ Treasurer's receipt balanced with the total amount of County funds received by Juvenile Probation.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ⊗ Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.
  - On July 06, 2023, receipt R2023-01722 for \$180.00 a delay of 8 days.
  - On July 25, 2023, receipt R2023-01886 for \$120.00 a delay of 18 days.
  - On July 25, 2023, receipt R2023-01887 for \$775.00 a delay of 16 days.

## Law Library

- ✓ Treasurer's receipt amount balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Sheriff's Office – Bail Bonds

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made to the Treasurer's office promptly.

## Sheriff's Office – Revenue

- ✓ Treasurer's receipt balanced with the total amount of listed receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ⊗ Deposits were made to the Treasurer's office more than 5 days after the earliest receipt.
  - On July 17, 2023, receipt R2023-01809 for \$220.00 a delay of 6 days.



# Ellis County Auditor's Office

## Ellis County Treasurer

- ✓ Treasurer's Deposit Report balanced with the total amount of listed cash receipts.
- ✓ No missing receipts were noted.
- ✓ No voided receipts were noted.
- ✓ Deposits were made by the Treasurer's office promptly.

Except for offices that have deposits that were made more than 5 days after the earliest receipt, we conclude that receipts collected by the above-listed offices are being handled properly according to the Texas Local Government Code.

If you have any questions regarding this audit, please contact our office.

A handwritten signature in red ink that reads "Barbara Anglen".

Barbara Anglen  
Assistant Auditor – Internal Audit Lead

# COMMISSIONERS COURT AGENDA REQUEST

A.5

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

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**Please fill out this form completely:**

DATE: 12/19/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Staci Parr, CGFO

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

DEPARTMENT OR ASSOCIATION: First Assistant County Auditor

ADDRESS: 101 W Main St

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2023

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

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

Acceptance of County Auditor's Monthly Report for November 2023

pursuant to Texas Local Government Code §114.025

\*  
County Attorney Approval

*Ellis County Auditor's Report  
November 2023  
Fiscal Year 2023*

Benchmark for 2 Months = 16.67%

	2024 Budget	YTD Rev/Exp as of 11/30/2023	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
<i>General Fund Revenues</i>					
NON-DEPARTMENTAL	96,061,565	2,709,026	2.82%	3,847,400	-29.59%
AUDITOR	8,708	(1,479)	-16.98%	-	N/A
INFORMATION TECHNOLOGY	-	-	N/A	-	N/A
AG EXTENSION	-	-	N/A	-	N/A
DEPARTMENT OF DEVELOPMENT	646,500	128,067	19.81%	101,656	25.98%
VETERANS SERVICE OFFICER	500	4,221	844.20%	711	493.67%
COVID 19 REVENUES	-	-	0.00%	-	0.00%
AUXILLARY COURTHOUSE- CIVIC CENTER	-	-	N/A	-	0.00%
VEHICLE REPLACEMENT FUND	-	-	0.00%	-	0.00%
40TH JUDICIAL DISTRICT COURT	-	-	N/A	-	N/A
ELECTIONS	362,825	32,134	8.86%	46,849	-31.41%
PURCHASING	2,000	-	0.00%	-	N/A
DISTRICT CLERK	995,250	153,708	15.44%	147,210	4.41%
COUNTY CLERK	1,628,900	293,501	18.02%	257,734	13.88%
SHERIFF REVENUES	729,185	51,401	7.05%	40,203	27.85%
COUNTY ATTORNEY	346,500	26,262	7.58%	26,346	-0.32%
TAX COLLECTOR	1,854,500	71,478	3.85%	688,283	-89.62%
CIVIL ENGINEER	108,050	2,000	1.85%	99,814	-98.00%
COUNTY COURT AT LAW #1	256,000	164	0.06%	63,089	-99.74%
COUNTY TREASURER	105	-	0.00%	1	-100.00%
EMERGENCY MANAGEMENT	500	-	0.00%	38	-100.00%
FIRE MARSHAL	-	-	N/A	-	N/A
JUSTICE OF THE PEACE PCT. 1	152,700	20,813	13.63%	25,743	-19.15%
JUSTICE OF THE PEACE PCT. 2	167,285	22,683	13.56%	34,422	-34.10%
JUSTICE OF THE PEACE PCT. 3	88,110	17,301	19.64%	13,553	27.65%
JUSTICE OF THE PEACE PCT. 4	116,900	16,395	14.02%	16,213	1.12%
CONSTABLE PCT. 1	50,150	11,640	23.21%	7,350	58.37%
CONSTABLE PCT. 2	65,915	12,419	18.84%	11,226	10.63%
CONSTABLE PCT. 3	55,000	20,800	37.82%	7,891	163.60%
CONSTABLE PCT. 4	51,000	15,060	29.53%	8,660	73.90%
UNCLAIMED PROPERTY	-	26,445	N/A	-	N/A
LATCF REVENUE	-	-	N/A	-	N/A
BUDGETED FUND BALANCE	-	-	0.00%	-	N/A
	<b>103,748,148</b>	<b>-</b>	<b>3.50%</b>	<b>5,444,391</b>	<b>-33.25%</b>
<i>General Fund Expenditures</i>					
SHERIFF	17,895,453	2,483,789	13.88%	2,306,944	7.67%
JAIL	14,253,278	1,923,607	13.50%	1,367,416	40.67%
MAINTENANCE	979,717	180,296	18.40%	139,964	28.82%
COUNTY AUDITOR	1,441,999	176,322	12.23%	172,204	2.39%
INFORMATION TECHNOLOGY	1,421,235	153,124	10.77%	(221,307)	-169.19%
TEXAS A&M AGRILIFE EXTENSIONS	322,197	44,415	13.78%	37,758	17.63%
DEPARTMENT OF DEVELOPMENT	1,415,939	182,676	12.90%	169,823	7.57%
VETERANS SERVICE OFFICER	157,179	24,897	15.84%	20,749	19.99%
COMMISSIONERS	785,086	91,592	11.67%	86,329	6.10%
INDIGENT HEALTH CARE	4,709,387	650,084	13.80%	444,578	46.22%
MENTAL HEALTH JUV EXP	360,011	12,600	3.50%	7,500	68.00%
COVID 19 EXPENDITURES	-	327	N/A	(10,594)	-103.09%
VACCINE HUB	-	-	N/A	-	N/A
AUXILLARY COURTHOUSE- CIVIC CENTER	-	9,328	N/A	(24,927)	-137.42%
MAY SEVERE WEATHER	-	-	N/A	-	N/A
NON-DEPARTMENTAL	11,779,655	1,218,343	10.34%	1,716,170	-29.01%
LEASE PAYMENTS	-	-	0.00%	-	N/A
CAPITAL LEASES	562,787	-	0.00%	562,787	-100.00%
STATE MANDATED INDIGENT LEGAL	2,250,000	395,645	17.58%	441,065	-10.30%
40TH JUDICIAL DISTRICT COURT	405,409	51,653	12.74%	41,640	24.05%
378TH JUDICIAL DISTRICT COURT	607,614	67,656	11.13%	42,960	57.49%
443RD JUDICIAL DISTRICT COURT	426,889	63,020	14.76%	51,662	21.98%
INDIGENT DEFENSE	124,361	15,938	12.82%	27,071	-41.12%
ELECTIONS	1,535,998	296,690	19.32%	279,470	6.16%
PURCHASING	598,946	85,513	14.28%	80,859	5.76%

*Ellis County Auditor's Report  
November 2023  
Fiscal Year 2023*

Benchmark for 2 Months = 16.67%

	<u>2024 Budget</u>	<u>YTD Rev/Exp as of 11/30/2023</u>	<u>% of Budget Received/Used</u>	<u>Prior Year YTD</u>	<u>Increase/(Decrease) from Prior Year</u>
<i>General Fund Expenditures (Continued)</i>					
DISTRICT CLERK	1,413,546	207,669	14.69%	203,614	1.99%
COUNTY CLERK	1,660,907	241,778	14.56%	210,176	15.04%
HIGHWAY PATROL	164,806	24,866	15.09%	23,005	8.09%
GAME WARDEN	-	-	0.00%	-	N/A
COUNTY ATTORNEY	6,724,641	887,233	13.19%	793,257	11.85%
TAX COLLECTOR	2,058,265	308,445	14.99%	195,978	57.39%
CIVIL ENGINEER	1,347,535	137,096	10.17%	129,469	5.89%
COUNTY COURT AT LAW #1	625,925	78,194	12.49%	76,543	2.16%
COUNTY COURT AT LAW #2	600,976	74,644	12.42%	66,256	12.66%
COUNTY COURT AT LAW #3	571,279	69,701	12.20%	66,536	4.76%
COUNTY JUDGE	468,377	71,662	15.30%	47,737	50.12%
COUNTY TREASURER	430,211	57,778	13.43%	51,654	11.85%
JUVENILE SERVICES	-	-	0.00%	-	0.00%
JUVENILE DETENTION	-	-	100.00%	-	100.00%
HUMAN RESOURCES AND SERVICES	493,914	65,543	13.27%	57,050	14.89%
EMERGENCY MANAGEMENT	357,205	38,553	10.79%	18,500	108.40%
FIRE MARSHAL	843,692	109,591	12.99%	92,792	18.10%
JUSTICE OF THE PEACE PCT.1	440,882	64,097	14.54%	53,062	20.80%
JUSTICE OF THE PEACE PCT.2	578,582	87,458	15.12%	73,586	18.85%
JUSTICE OF THE PEACE PCT.3	401,059	53,985	13.46%	55,991	-3.58%
JUSTICE OF THE PEACE PCT.4	453,315	65,100	14.36%	43,467	49.77%
CONSTABLE PCT.1	335,632	45,969	13.70%	34,269	34.14%
CONSTABLE PCT.2	348,668	45,116	12.94%	38,801	16.28%
CONSTABLE PCT.3	333,538	41,842	12.54%	32,928	27.07%
CONSTABLE PCT.4	326,416	37,123	11.37%	33,688	10.20%
INTERFUND TRANSFERS	11,438,832	817,148	7.14%	2,608,400	-68.67%
DEBT RETIREMENT	9,267,500	-	0.00%	-	N/A
GRANT N - MENTAL HEALTH SERVICES	-	-	0.00%	-	N/A
	<b>103,718,843</b>	<b>11,758,108</b>	<b>11.34%</b>	<b>12,746,876</b>	<b>-7.76%</b>
<i>Revenues Over/(Under) Expenditures</i>	<i>29,305</i>	<i>(8,124,069)</i>		<i>(7,302,485)</i>	

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<i>Road &amp; Bridge Funds - Revenues</i>					
ROAD & BRIDGE PCT. 1	4,213,444	164,019	3.89%	392,469	-58.21%
ROAD & BRIDGE PCT. 2	3,955,101	161,690	4.09%	391,126	-58.66%
ROAD & BRIDGE PCT. 3	3,371,080	154,311	4.58%	461,257	-66.55%
ROAD & BRIDGE PCT. 4	4,606,734	167,199	3.63%	479,695	-65.14%
	<b>16,146,359</b>	<b>647,219</b>	<b>4.01%</b>	<b>1,724,547</b>	<b>-62.47%</b>
<i>Road &amp; Bridge Funds - Expenditures</i>					
ROAD & BRIDGE PCT. 1	4,213,444	210,207	4.99%	262,673	-19.97%
ROAD & BRIDGE PCT. 2	3,955,101	315,472	7.98%	205,819	53.28%
ROAD & BRIDGE PCT. 3	3,371,080	283,267	8.40%	256,303	10.52%
ROAD & BRIDGE PCT. 4	4,606,734	237,304	5.15%	229,256	3.51%
	<b>16,146,359</b>	<b>1,046,251</b>	<b>6.48%</b>	<b>954,051</b>	<b>9.66%</b>
<i>Revenues (Over/(Under) Expenditures</i>	-	(399,032)		770,496	

<i>Farm to Market Funds - Revenues</i>					
FARM TO MARKET 1	4,654,519	183,679	3.95%	113,674	61.58%
FARM TO MARKET 2	2,445,272	55,678	2.28%	54,277	2.58%
FARM TO MARKET 3	2,371,606	54,630	2.30%	56,934	-4.05%
FARM TO MARKET 4	3,165,891	214,948	6.79%	85,272	152.07%
	<b>12,637,288</b>	<b>508,934</b>	<b>4.03%</b>	<b>310,157</b>	<b>64.09%</b>
<i>Farm to Market Funds - Expenditures</i>					
FARM TO MARKET 1	4,654,519	208,075	4.47%	88,801	134.32%
FARM TO MARKET 2	2,445,272	88,785	3.63%	125,543	-29.28%
FARM TO MARKET 3	2,371,606	136,023	5.74%	136,599	-0.42%
FARM TO MARKET 4	3,165,891	195,177	6.16%	191,438	1.95%
	<b>12,637,288</b>	<b>628,060</b>	<b>4.97%</b>	<b>542,381</b>	<b>15.80%</b>
<i>Revenues (Over/(Under) Expenditures</i>	-	(119,126)		(232,224)	

<i>Interest &amp; Sinking Funds - Revenues</i>					
SERIES 16 INTEREST & SINKING	3,882,649	112,546	2.90%	18,210	518.06%
SERIES 1993 INTEREST & SINKING	-	-	0.00%	-	N/A
	<b>3,882,649</b>	<b>112,546</b>	<b>2.90%</b>	<b>18,210</b>	<b>518.06%</b>
<i>Interest &amp; Sinking Funds - Expenditures</i>					
SERIES 16 INTEREST & SINKING	3,882,649	-	0.00%	750	-100.00%
	<b>3,882,649</b>	-	<b>0.00%</b>	<b>750</b>	<b>-100.00%</b>
<i>Revenues (Over/(Under) Expenditures</i>	-	112,546		17,460	

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<i>Special Revenue Funds - Revenues</i>					
LATERAL ROADS	462,446	48,276	10.44%	61,079	-20.96%
COUNTY & DISTRICT COURT TECH	47,534	676	1.42%	348	94.25%
JUSTICE COURT TECHNOLOGY	241,234	3,481	1.44%	3,620	-3.84%
DC ARCHIVES RECORDS MANAGEMENT	186,497	1,770	0.95%	1,149	54.02%
JURY	417,684	35,333	8.46%	26,377	33.95%
LAW LIBRARY	297,744	71,452	24.00%	93,646	-23.70%
RECORDS MANAGEMENT	2,661,719	83,679	3.14%	77,246	8.33%
CC ARCHIVES RECORDS MANAGEMENT	2,156,567	79,336	3.68%	77,888	1.86%
FIRE MARSHAL SPECIAL FUND	226,013	9,425	4.17%	10,200	-7.60%
DISTRICT COURTS RECORDS TECH	249,368	2,478	0.99%	1,655	49.75%
DA CHECK PROCESSING	144,617	1,407	0.97%	1,133	24.23%
DA DRUG FORFEITURE	342,511	2,471	0.72%	25,964	-90.48%
GENERAL RECORDS MGMT/PRESERVAT	849,321	28,644	3.37%	24,879	15.14%
COURTHOUSE SECURITY	521,882	28,493	5.46%	26,171	8.87%
COURT REC. PRESERVATION	198,006	5,805	2.93%	3,695	57.10%
ELECTION ADMIN FEES	54,000	1,113	2.06%	3,812	-70.81%
SHERIFF FEDERAL FORFEITURE	567,917	12,743	2.24%	5,831	118.55%
COUNTY CLERK VITALS PRESERVATION	51,679	1,492	2.89%	1,438	3.76%
SHERIFF SEIZURE	179,853	1,563	0.87%	897	74.30%
SHERIFF FORFEITURE	375,279	4,224	1.13%	13,543	-68.81%
DA DRUG SEIZURE	537,194	(71,455)	-13.30%	4,588	-1657.36%
COURT FACILITY FEE FUND	218,100	14,753	0.00%	898	0.00%
OPIOID SETTLEMENT	200,681	41	0.00%	-	0.00%
CONSTABLE 2 FORFEITURE	1,467	6	0.41%	6	4.30%
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	0.00%	-	N/A
TREASURER'S HELD PROPERTY	1,436	6	0.41%	6	4.11%
PAYROLL	-	-	0.00%	-	N/A
JUVENILE PROBATION FEES	78,906	1,452	100.00%	1	145100.00%
JJAP	719,199	118,349	16.46%	124,561	-4.99%
TRUANCY & PREVENTION	75,625	1,594	2.11%	2,815	-43.39%
AMERICAN RESCUE PLAN ACT	25,111,433	230,942	0.92%	34,265,231	-99.33%
SPECIAL INVENTORY - TAX OFFICE	-	-	N/A	-	N/A
DEBT RETIREMENT/REDUCTION	-	-	N/A	-	N/A
CONSTABLE PCT LEOSE FUND	7,254	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	5,553	-	0.00%	-	N/A
CONSTABLE PCT 3 LEOSE FUND	4,231	-	0.00%	-	N/A
CONSTABLE PCT 4 LEOSE FUND	4,547	-	0.00%	-	N/A
SHERIFF OFFICE LEOSE FUND	62,112	-	0.00%	-	N/A
DISTRICT ATTORNEY LEOSE FUND	1,940	-	0.00%	-	N/A
COURT REPORTER SERVICES FUND	20,000	-	0.00%	-	N/A
LANGUAGE ACCESS FUND	30,201	2,499	8.27%	1,873	33.41%
COURT INIT. GUARD/PUB PROBATION ADMIN	5,000	-	0.00%	-	N/A
CLERK OF THE COURT - DISTRICT CLERK	25,000	-	0.00%	-	N/A
CLERK OF THE COURT - COUNTY CLERK	5,000	-	0.00%	-	N/A
SUBDIVISION INSPECTION FEES	15,000	1,800	12.00%	-	N/A
SEIZED FUNDS	-	81,661	N/A	-	N/A
VEHICLE REPLACEMENT FUND	2,933,756	22,147	0.75%	233,000	-90.49%
	<b>40,295,687</b>	<b>827,656</b>	<b>2.05%</b>	<b>35,093,550</b>	<b>-97.64%</b>
<i>Special Revenue Funds - Expenditures</i>					
LATERAL ROADS	417,146	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	N/A
LATERAL ROADS	15,100	-	0.00%	-	N/A
COUNTY & DISTRICT CT TECH	47,534	-	0.00%	-	N/A
JUSTICE COURT TECHNOLOGY	241,234	-	0.00%	-	N/A
DC ARCHIVES RECORDS MANAGEMENT	186,497	-	0.00%	-	N/A
JURY	417,684	73,374	17.57%	25,445	188.37%
LAW LIBRARY	297,744	57,728	19.39%	53,382	8.14%
RECORDS MANAGEMENT	2,661,719	9,696	0.36%	45,537	-78.71%
CC ARCHIVES RECORDS MANAGEMENT	2,156,567	-	0.00%	47,256	-100.00%
FIRE MARSHAL SPECIAL FUND	226,013	2,788	1.23%	2,215	25.86%
DISTRICT COURTS RECORDS TECH	249,368	-	0.00%	-	N/A
DA CHECK PROCESSING	144,617	75	0.05%	-	N/A
DA DRUG FORFEITURE	342,511	147	0.04%	1,665	-91.17%
GENERAL RECORDS MGMT/PRESERVAT	849,321	-	0.00%	-	N/A
COURTHOUSE SECURITY	521,882	-	0.00%	-	N/A
COURT REC. PRESERVATION	198,006	-	0.00%	-	N/A
ELECTION ADMIN FEES	54,000	-	0.00%	2,400	-100.00%
SHERIFF FEDERAL FORFEITURE	567,917	-	0.00%	178	-100.00%
COUNTY CLERK VITALS PRESERVATION	51,679	38	0.07%	-	N/A
SHERIFF SEIZURE	179,853	-	0.00%	-	N/A

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SHERIFF FORFEITURE	375,279	-	0.00%	2,500	-100.00%
DA DRUG SEIZURE	537,194	84,100	15.66%	57,273	46.84%
COURT FACILITY FEE FUND	218,100	-	0.00%	-	-
OPIOID SETTLEMENT	200,681	-	0.00%	-	-
CONSTABLE 2 FORFEITURE	1,467	-	0.00%	-	N/A
CONSTABLE 1 FORFEITURE	181	-	0.00%	-	N/A
CONSTABLE 4 FORFEITURE	-	-	N/A	-	N/A
TRUANCY & PREVENTION	75,625	-	0.00%	-	N/A
AMERICAN RESCUE PLAN ACT	25,111,433	322,449	1.28%	1,079,327	-70.12%
SPECIAL INVENTORY - TAX OFFICE	-	-	N/A	-	N/A
TREASURER'S HELD PROPERTY	1,436	-	0.00%	-	N/A
JUVENILE PROBATION FEES	78,906	42	0.00%	-	N/A
JJAEP	719,199	87,558	12.17%	64,880	34.96%
CONSTABLE PCT LEOSE FUND	7,254	-	0.00%	-	N/A
CONSTABLE PCT 2 LEOSE FUND	5,553	-	0.00%	-	N/A
CONSTABLE PCT 3 LEOSE FUND	4,231	-	0.00%	-	N/A
CONSTABLE PCT 4 LEOSE FUND	4,547	-	0.00%	-	N/A
SHERIFF OFFICE LEOSE FUND	62,112	-	0.00%	410	-100.00%
DISTRICT ATTORNEY LEOSE FUND	1,940	-	0.00%	-	N/A
LANGUAGE ACCESS FUND	30,201	-	0.00%	-	N/A
COURT REPORTER SERVICES FUND	20,000	-	0.00%	-	-
COURT INIT. GUARD/PUB PROBATION ADMIN	5,000	-	-	-	-
CLERK OF THE COURT - DISTRICT CLERK	25,000	-	0.00%	-	N/A
CLERK OF THE COURT - COUNTY CLERK	5,000	-	0.00%	-	N/A
SUBDIVISION INSPECTION FEES	15,000	-	0.00%	-	N/A
INTERFUND TRANSFERS	-	-	N/A	-	N/A
VEHICLE REPLACEMENT FUND	2,933,756	16,000	0.55%	114,447	-86.02%
	<b>40,295,687</b>	<b>653,996</b>	<b>1.62%</b>	<b>1,496,914</b>	<b>-56.31%</b>
<i>Revenues Over/(Under) Expenditures</i>	-	<i>173,660</i>		<i>33,596,636</i>	

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<i>Capital Projects Funds - Revenues</i>					
ROAD IMPROVEMENT FUND	2,366,606.00	30,772	1.30%	26,901	14.39%
PERMANENT IMPROVEMENT	23,240,581.00	361,756	1.56%	1,548,500	-76.64%
ROW AVAILABLE	162,912.00	1,416	0.87%	2,450	-42.23%
ROAD DISTRICT 1	917,153.00	8,439	0.92%	5,811	45.21%
ROAD DISTRICT 5	16,437.00	150	0.91%	183	-18.00%
ROAD DISTRICT 16	214,623.00	1,958	0.91%	1,201	63.03%
SERIES 19 BOND PROJECT	2,633,992.00	23,655	0.90%	17,964	31.68%
	<b>29,552,304</b>	<b>428,145</b>	<b>1.45%</b>	<b>1,603,010</b>	<b>-73.29%</b>
<i>Capital Projects Funds - Expenditures</i>					
ROAD IMPROVEMENT FUND	\$ 2,366,606.00	-	0.00%	-	N/A
PERMANENT IMPROVEMENT	\$ 23,269,885.89	719,535	3.09%	266,453	170.64%
ROW AVAILABLE	\$ 162,912.00	-	0.00%	147,820	-100.00%
ROAD DISTRICT 1	\$ 917,153.00	-	0.00%	-	N/A
ROAD DISTRICT 5	\$ 16,437.00	-	0.00%	-	N/A
ROAD DISTRICT 16	\$ 214,623.00	-	0.00%	-	N/A
SERIES 19 BOND PROJECT	\$ 2,633,992.00	332,952	12.64%	10,304	1131.17%
	<b>29,581,609</b>	<b>1,052,487</b>	<b>3.56%</b>	<b>424,577</b>	<b>-147.89%</b>
<i>Revenues Over/(Under) Expenditures</i>	<i>(29,305)</i>	<i>(624,342)</i>		<i>1,178,433</i>	

<i>Other Funds - Revenues</i>					
TRUST AND AGENCY FUND	-	-	0.00%	-	0.00%
LEVEE 2	349,701.00	3,039	0.87%	2,083	45.91%
LEVEE 3	355,244.00	15,315	4.31%	4,567	235.34%
LEVEE 4	8,365.00	34	0.41%	32	5.82%
	<b>713,310</b>	<b>18,388</b>	<b>2.58%</b>	<b>6,682</b>	<b>175.19%</b>
<i>Other Funds - Expenditures</i>					
TRUST AND AGENCY FUND	\$ -	-	N/A	-	N/A
LEVEE 2	\$ 349,701.00	-	0.00%	40,800	-100.00%
LEVEE 3	\$ 355,244.00	-	0.00%	-	N/A
LEVEE 4	\$ 8,365.00	-	0.00%	-	N/A
	<b>713,310</b>	<b>-</b>	<b>0.00%</b>	<b>40,800</b>	<b>-100.00%</b>
<i>Revenues Over/(Under) Expenditures</i>	<i>-</i>	<i>18,388</i>		<i>(34,118)</i>	

<i>Summary</i>					
REVENUE SUMMARY	206,975,745	\$ 6,176,927.78	2.98%	44,200,547	-86.03%
EXPENDITURE SUMMARY	206,975,745	15,138,902	7.31%	16,206,349	-6.59%
<i>Revenues Over/(Under) Expenditures</i>	<i>\$ -</i>	<i>(8,961,974)</i>		<i>27,994,197</i>	

## Statement of Revenues, Expenditures, and Changes in Fund Balance November 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
<b>REVENUES</b>									
Property Taxes	\$ 2,013,980.79	\$ 32,261.10	\$ 32,261.10	\$ 32,261.10	\$ 32,261.10	\$ 48,490.63	\$ 48,490.63	\$ 48,490.63	\$ 48,490.63
Mixed Beverage Taxes	-	-	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-	-	-
Fines & Fees	375,642.53	45,048.77	45,518.74	45,518.70	45,518.69	-	-	-	-
Charges for Services	30,081.76	-	-	-	-	-	-	-	-
Grant Revenue	24,688.96	-	-	-	-	107,730.00	-	-	-
Intergovernmental	49,344.29	-	-	-	-	-	-	-	-
Interfund Transfers	-	-	-	-	-	-	-	-	-
Investment income	157,472.53	11,207.16	9,709.54	5,861.80	12,397.99	12,746.84	2,719.94	2,111.14	4,956.26
Sale of Equipment	-	-	-	-	-	-	-	-	-
Beginning Fund Balance	-	-	-	-	-	-	-	-	-
Miscellaneous	66,234.39	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>2,777,445.25</b>	<b>88,517.03</b>	<b>87,489.38</b>	<b>83,641.60</b>	<b>90,177.78</b>	<b>168,967.47</b>	<b>51,210.57</b>	<b>50,601.77</b>	<b>53,446.89</b>
<b>EXPENDITURES</b>									
General Government	2,252,581.13	-	-	-	-	-	-	-	-
Public Safety	2,697,804.98	-	-	-	-	-	-	-	-
Judicial	1,256,228.70	-	-	-	-	-	-	-	-
Community Development	75,388.65	-	-	-	-	-	-	-	-
Infrastructure and Environmental	-	120,199.46	114,723.36	173,186.70	130,282.62	207,584.62	88,788.70	103,120.20	193,319.42
Interfund Transfers	42,594.25	-	-	-	-	-	-	-	-
Health and Human Services	255,475.92	-	-	-	-	-	-	-	-
Corrections & Rehabilitation	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest & Fiscal Charges	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>6,580,073.63</b>	<b>120,199.46</b>	<b>114,723.36</b>	<b>173,186.70</b>	<b>130,282.62</b>	<b>207,584.62</b>	<b>88,788.70</b>	<b>103,120.20</b>	<b>193,319.42</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(3,862,628.38)</b>	<b>(31,682.43)</b>	<b>(27,233.98)</b>	<b>(89,545.10)</b>	<b>(40,104.84)</b>	<b>(38,617.15)</b>	<b>(37,578.13)</b>	<b>(52,518.43)</b>	<b>(139,872.53)</b>
<b>OTHER FINANCING SOURCES (USES)</b>									
Issuance of Long Term Debt	-	-	-	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Operating Transfers In	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-	-
<b>NET CHANGE IN FUND BALANCES</b>	<b>(3,862,628.38)</b>	<b>(31,682.43)</b>	<b>(27,233.98)</b>	<b>(89,545.10)</b>	<b>(40,104.84)</b>	<b>(38,617.15)</b>	<b>(37,578.13)</b>	<b>(52,518.43)</b>	<b>(139,872.53)</b>
<b>FUND BALANCE, BEGINNING</b>	<b>\$ 34,405,980.36</b>	<b>\$ 1,858,344.47</b>	<b>\$ 1,395,162.20</b>	<b>\$ 954,803.63</b>	<b>\$ 1,783,880.84</b>	<b>\$ 2,417,102.91</b>	<b>\$ 1,569,166.61</b>	<b>\$ 534,360.81</b>	<b>\$ 1,169,708.25</b>
<b>PRIOR PERIOD ADJUSTMENT</b>	-	-	-	-	-	-	-	-	-
<b>FUND BALANCE, ENDING</b>	<b>\$ 30,543,351.98</b>	<b>\$ 1,826,662.04</b>	<b>\$ 1,367,928.22</b>	<b>\$ 865,258.53</b>	<b>\$ 1,743,776.00</b>	<b>\$ 2,378,485.76</b>	<b>\$ 1,19,338.48</b>	<b>\$ 481,842.38</b>	<b>\$ 1,029,835.72</b>

## EXPENDITURES

Fund	Depar	Sum of 2022 Budget Amended	Sum of 2022 YTD	Sum of 2021 Actual
1	10	17895453	2483789.21	2306944.18
1	15	14253278	1923606.7	1367416.24
1	20	979717	180296.39	139963.85
1	30	1441999	176321.9	172204.2
1	35	1421235	153124.48	-221306.82
1	50	322197	44414.59	37757.59
1	60	1415939	182675.93	169822.5
1	70	157179	24897.42	20749.2
1	80	785086	91592.43	86329.43
1	110	4709387	650083.6	444578.23
1	130	360011	12600	7500
1	135	0	326.91	-10594.49
1	137	0	9328.11	-24927.4
1	140	11779654.67	1218343.43	1716170.2
1	146	562787	0	562786.87
1	150	2250000	395644.76	441064.91
1	180	405409	51653.37	41640.43
1	190	607614	67656.3	42959.7
1	200	426889	63019.88	51662.33
1	205	124361	15938.25	27070.74
1	210	1535998	296689.57	279469.61
1	230	598946	85512.69	80858.51
1	310	1413546	207669.49	203613.77
1	320	1660907	241777.91	210176.17
1	340	164806	24865.91	23004.85
1	360	6724641	887232.6	793256.95
1	370	2058265	308445.22	195978.07
1	375	1347535	137096.29	129468.91
1	380	625925	78194.46	76542.96
1	385	600976	74644.23	66255.75
1	387	571279	69700.64	66535.52
1	390	468377	71662.26	47737.07
1	400	430211	57777.73	51654.42
1	425	493914	65543.18	57050.37
1	430	357205	38553.47	18499.77
1	450	843692	109591.16	92791.73
1	510	440882	64097.05	53061.88
1	520	578582	87457.56	73585.55
1	530	401059	53984.57	55991.03
1	540	453315	65099.81	43467.11
1	611	335632	45969.17	34269.07
1	612	348668.33	45116.15	38800.5
1	613	333538	41842.19	32927.71
1	614	326416	37123.28	33687.51
1	700	11438832	817147.5	2608399.5

1	978	9267500	0	0
2	902	2366606	0	0
3	601	4213444	210207.17	262672.8
4	652	3955101	315472.1	205819.25
5	703	3371080	283266.94	256303.27
6	754	4606734	237304.4	229255.57
9	602	4654519	208075.17	88800.53
10	653	2445272	88784.7	125542.95
11	704	2371606	136023.38	136599.09
12	755	3165891	195176.9	191438.19
13	101	417146	0	0
13	202	15100	0	0
13	303	15100	0	0
13	404	15100	0	0
14	914	47534	0	0
15	915	241234	0	0
16	916	186497	0	0
17	917	417684	73374.14	25444.5
18	908	23269885.89	719535.15	266453.41
19	919	297744	57728.19	53382.02
21	921	2661719	9696.09	45537.27
22	922	2156567	0	47256.4
23	923	162912	0	147819.83
24	924	226013	2788.23	2215.37
26	926	249368	0	0
27	927	917153	0	0
28	928	16437	0	0
29	929	214623	0	0
30	930	144617	74.99	0
31	931	342511	147.09	1665
32	932	849321	0	0
33	933	521882	0	0
34	934	198006	0	0
36	936	54000	0	2400
38	938	3882649	0	750
40	940	2633992	332952.34	10303.75
42	942	567917	0	177.5
43	943	51679	38.25	0
46	946	179853	0	0
47	947	375279	0	2499.5
48	948	537194	84099.55	57273.3
53	953	218100	0	0
55	955	200681	0	0
56	956	1467	0	0
57	957	181	0	0
61	961	75625	0	0
63	963	25111433	322449.4	1079327.14

66	422	719199	87558.38	64879.62
68	145	2933756	16000	114447.25
71	971	1436	0	0
72	972	349701	0	40800
73	973	355244	0	0
74	974	8365	0	0
75	499	78906	41.75	0
76	976	15000	0	0
125	125	7254	0	0
126	126	5553	0	0
127	127	4231	0	0
128	128	4547	0	0
129	129	62112	0	409.52
130	399	1940	0	0
131	131	30201	0	0
132	132	20000	0	0
133	133	5000	0	0
134	389	25000	0	0
135	379	5000	0	0
		206,975,744.89	15,138,902.06	16,206,349.21

REVENUES

Fund	partm	of 2024 Budget Amer	Sum of 2024 YTD	Sum of 2023 Actual
1	10	(96,061,564.56)	(2,709,026.13)	(3,847,399.84)
1	30	(8,708.00)	1,479.00	-
1	60	(646,500.00)	(128,066.50)	(101,656.00)
1	70	(500.00)	(4,221.00)	(711.00)
1	210	(362,825.00)	(32,134.00)	(46,848.65)
1	230	(2,000.00)	-	-
1	310	(995,250.00)	(153,707.92)	(147,209.70)
1	320	(1,628,900.00)	(293,500.92)	(257,733.79)
1	330	(729,185.00)	(51,401.09)	(40,202.74)
1	360	(346,500.00)	(26,262.40)	(26,345.66)
1	370	(1,854,500.00)	(71,478.08)	(688,282.95)
1	375	(108,050.00)	(2,000.00)	(99,814.05)
1	380	(256,000.00)	(163.50)	(63,089.00)
1	400	(105.00)	-	(1.00)
1	430	(500.00)	-	(37.84)
1	510	(152,700.00)	(20,813.42)	(25,743.13)
1	520	(167,285.00)	(22,682.88)	(34,422.12)
1	530	(88,110.00)	(17,301.00)	(13,553.17)
1	540	(116,900.00)	(16,394.58)	(16,213.33)
1	611	(50,150.00)	(11,640.00)	(7,350.00)
1	612	(65,915.33)	(12,419.16)	(11,226.25)
1	613	(55,000.00)	(20,800.00)	(7,890.70)
1	614	(51,000.00)	(15,060.00)	(8,660.00)
2	902	(2,366,606.00)	(30,772.01)	(26,900.70)
3	601	(4,213,444.00)	(164,018.98)	(392,468.80)
4	652	(3,955,101.00)	(161,689.94)	(391,125.92)
5	703	(3,371,080.00)	(154,310.84)	(461,257.39)
6	754	(4,606,734.00)	(167,198.98)	(479,695.08)
9	602	(4,654,519.00)	(183,678.74)	(113,674.09)
10	653	(2,445,272.00)	(55,677.58)	(54,276.63)
11	704	(2,371,606.00)	(54,630.02)	(56,934.19)
12	755	(3,165,891.00)	(214,947.66)	(85,271.69)
13	101	(462,446.00)	(48,276.38)	(61,078.71)
14	914	(47,534.00)	(676.00)	(348.00)
15	915	(241,234.00)	(3,481.07)	(3,619.97)
16	916	(186,497.00)	(1,769.60)	(1,148.95)
17	917	(417,684.00)	(35,332.71)	(26,377.49)
18	908	(23,240,581.00)	(361,756.06)	(1,548,499.67)
19	919	(297,744.00)	(71,452.15)	(93,646.30)
21	921	(2,661,719.00)	(83,679.41)	(77,245.87)
22	922	(2,156,567.00)	(79,335.82)	(77,887.82)
23	923	(162,912.00)	(1,415.53)	(2,450.37)
24	924	(226,013.00)	(9,425.00)	(10,200.00)
26	926	(249,368.00)	(2,478.35)	(1,654.94)
27	927	(917,153.00)	(8,438.59)	(5,811.36)

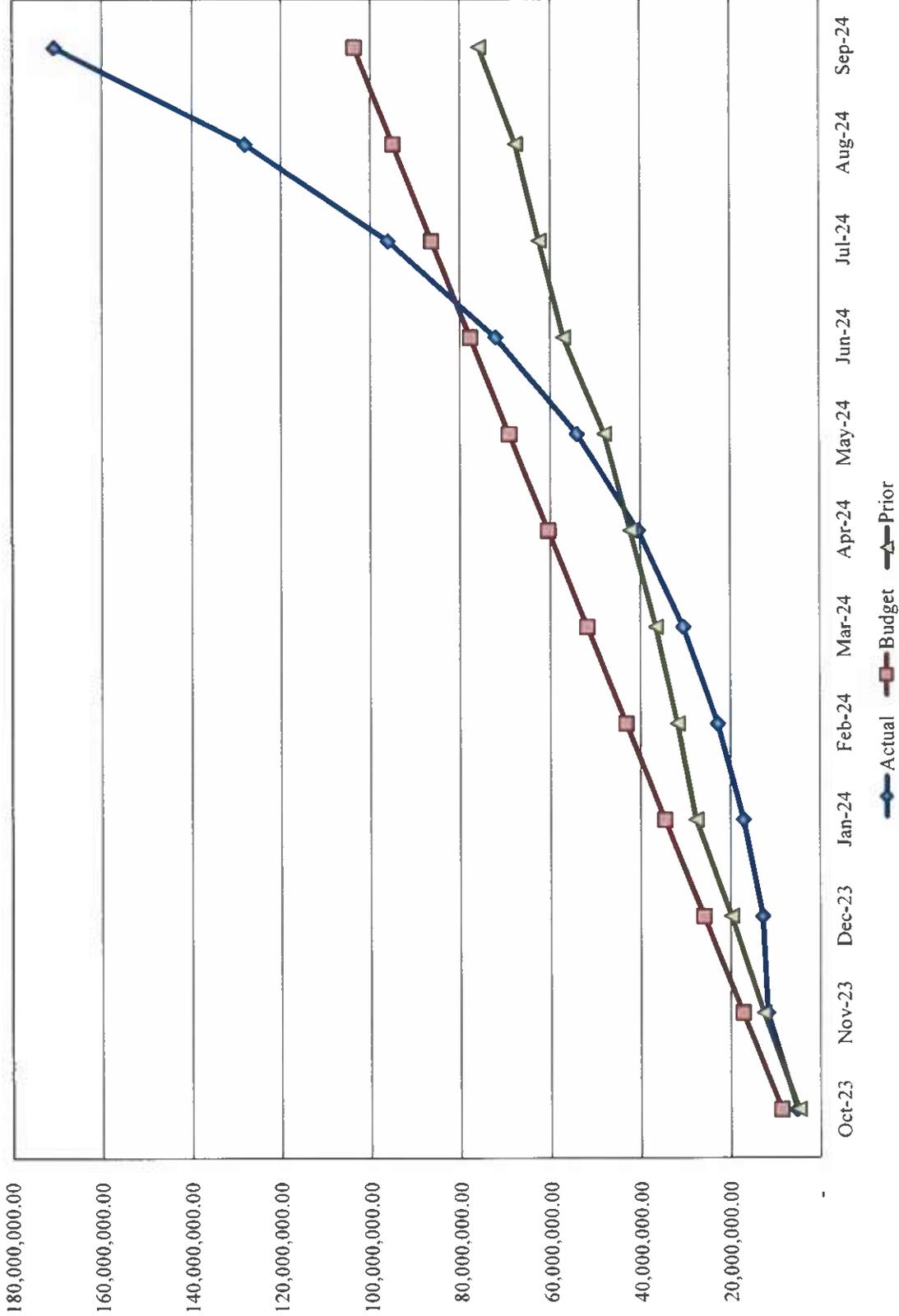
28	928	(16,437.00)	(149.97)	(182.88)
29	929	(214,623.00)	(1,958.22)	(1,201.14)
30	930	(144,617.00)	(1,407.34)	(1,132.85)
31	931	(342,511.00)	(2,470.81)	(25,964.20)
32	932	(849,321.00)	(28,644.31)	(24,878.73)
33	933	(521,882.00)	(28,493.03)	(26,171.00)
34	934	(198,006.00)	(5,805.00)	(3,695.00)
36	936	(54,000.00)	(1,112.96)	(3,812.19)
38	938	(3,882,649.00)	(112,546.47)	(18,209.63)
40	940	(2,633,992.00)	(23,655.00)	(17,963.95)
42	942	(567,917.00)	(12,743.02)	(5,830.77)
43	943	(51,679.00)	(1,492.00)	(1,438.00)
46	946	(179,853.00)	(1,562.89)	(896.69)
47	947	(375,279.00)	(4,223.69)	(13,542.76)
48	948	(537,194.00)	71,454.54	(4,588.17)
53	953	(218,100.00)	(14,752.80)	(898.00)
55	955	(200,681.00)	(40.74)	-
56	956	(1,467.00)	(6.06)	(5.81)
57	957	(181.00)	-	-
61	961	(75,625.00)	(1,593.92)	(2,815.43)
63	963	(25,111,433.00)	(230,941.86)	(34,265,231.28)
66	427	(719,199.00)	(118,348.68)	(124,561.44)
68	149	(2,933,756.00)	(22,147.03)	(233,000.00)
71	971	(1,436.00)	(5.83)	(5.60)
72	972	(349,701.00)	(3,039.24)	(2,082.90)
73	973	(355,244.00)	(15,314.70)	(4,566.96)
74	974	(8,365.00)	(34.02)	(32.15)
75	499	(78,906.00)	(1,452.00)	-
76	976	(15,000.00)	(1,800.00)	-
79	979	-	(81,661.27)	-
91	991	-	(26,445.46)	-
125	125	(7,254.00)	0	-
126	126	(5,553.00)	-	-
127	127	(4,231.00)	-	-
128	128	(4,547.00)	-	-
129	129	(62,112.00)	-	-
130	399	(1,940.00)	-	-
131	131	(30,201.00)	(2,499.00)	(1,873.13)
132	132	(20,000.00)	-	-
133	133	(5,000.00)	-	-
134	389	(25,000.00)	-	-
135	379	(5,000.00)	-	-
		(206,975,744.89)	(6,176,927.78)	(44,200,545.52)

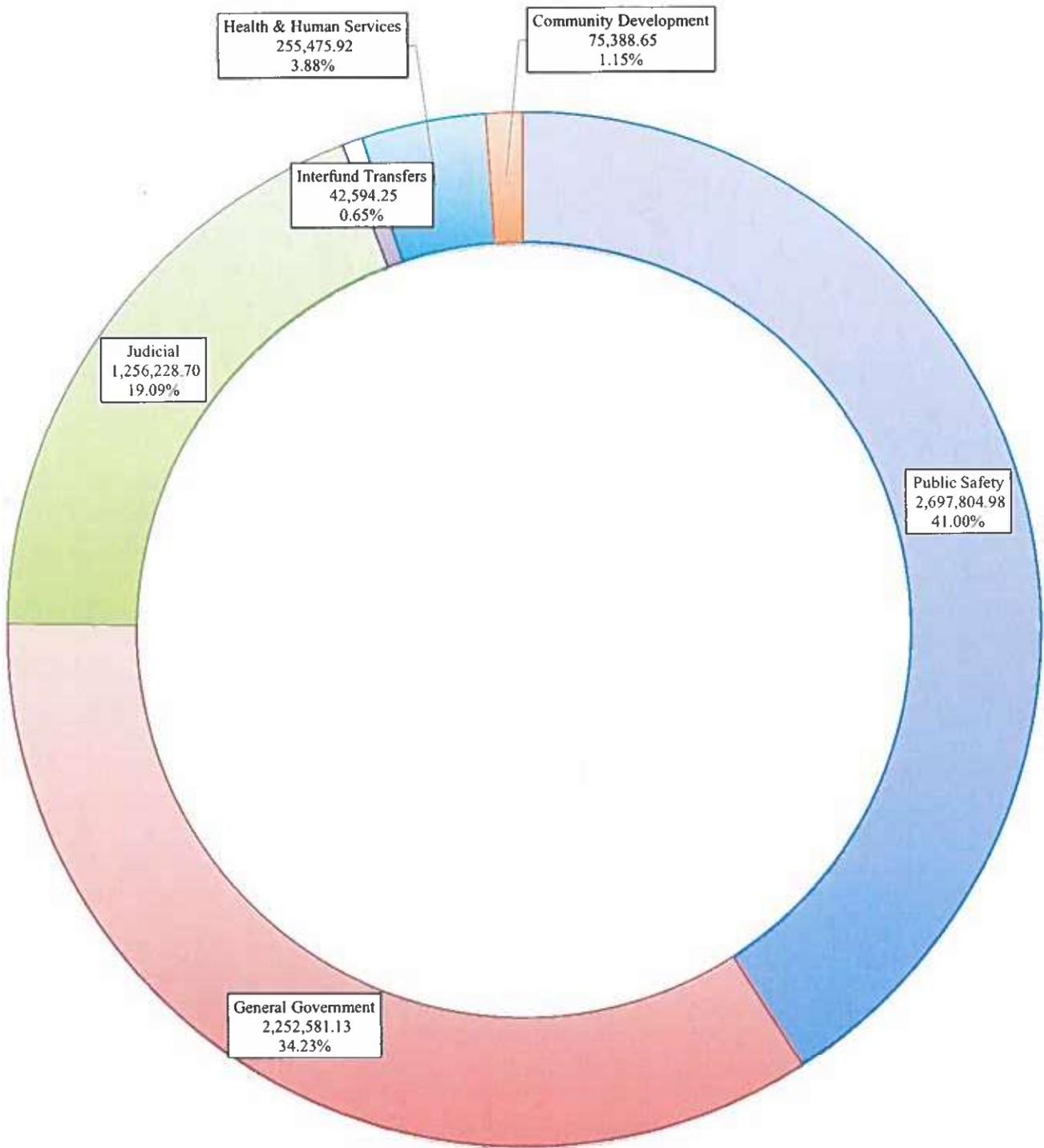
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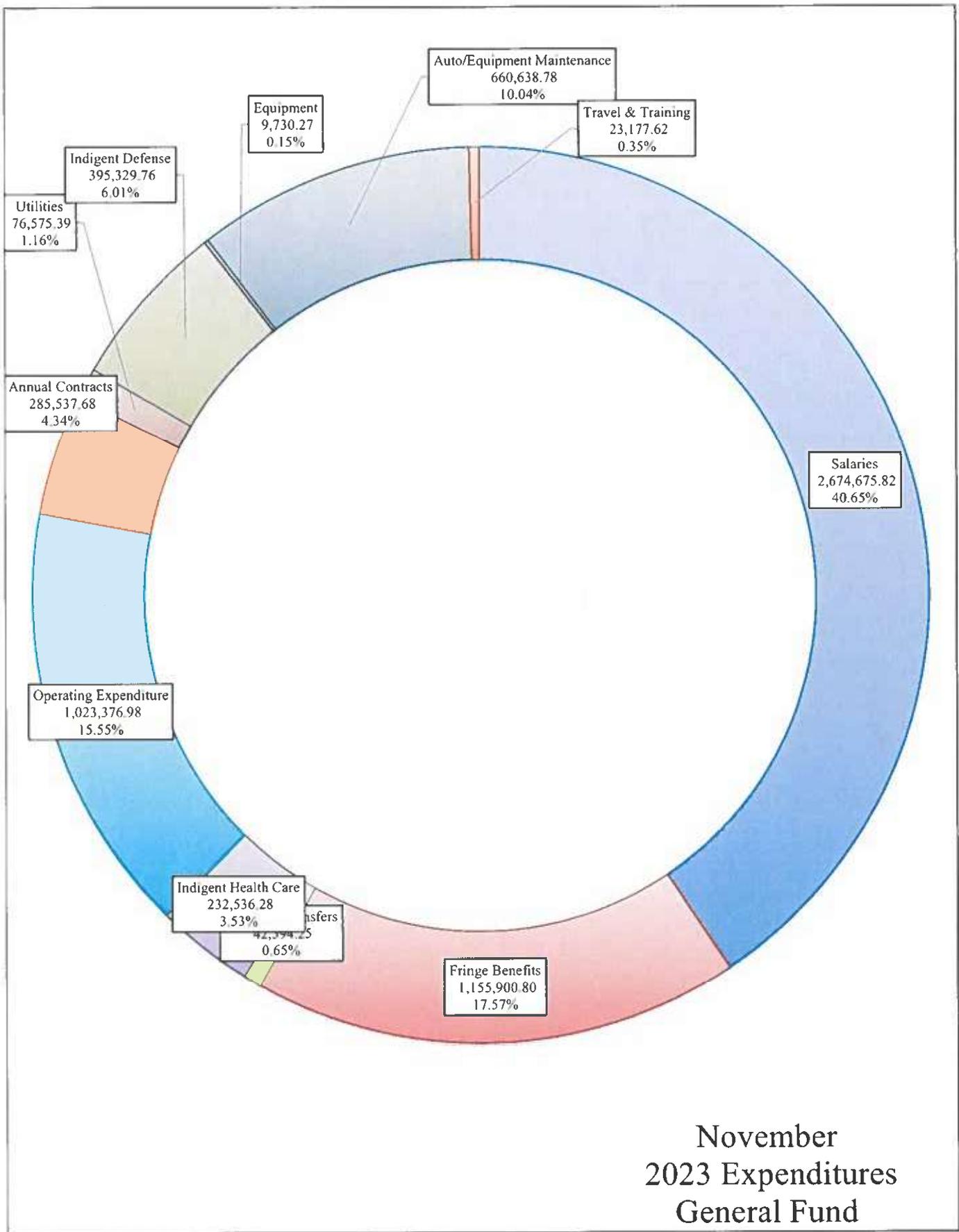
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# General Fund Expenditure Projection FY2024





Ellis County  
November 2023 Expenditures  
General Fund

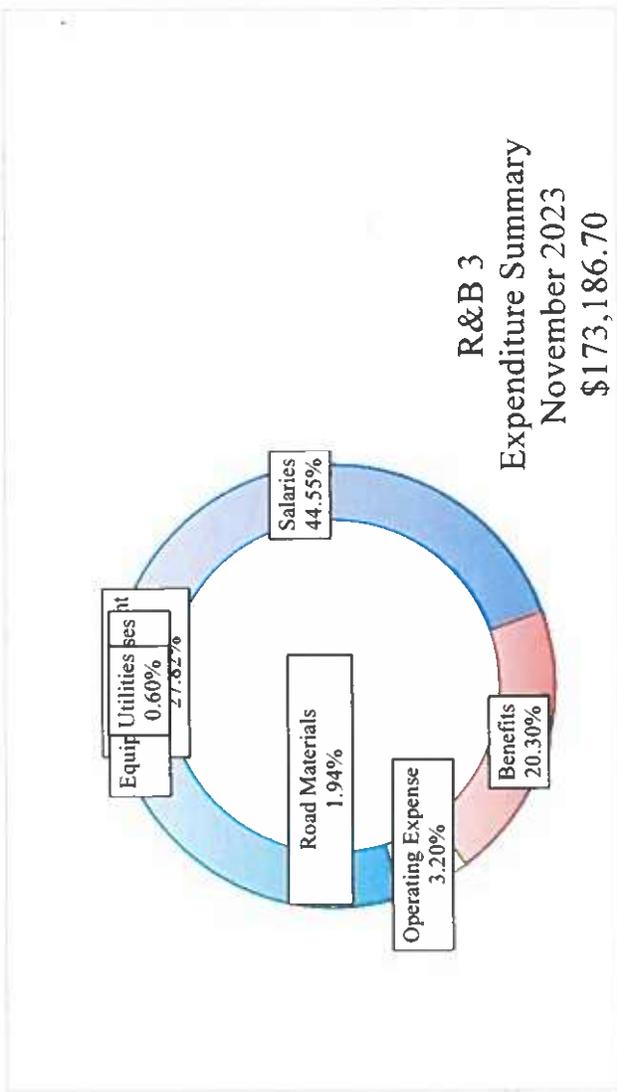
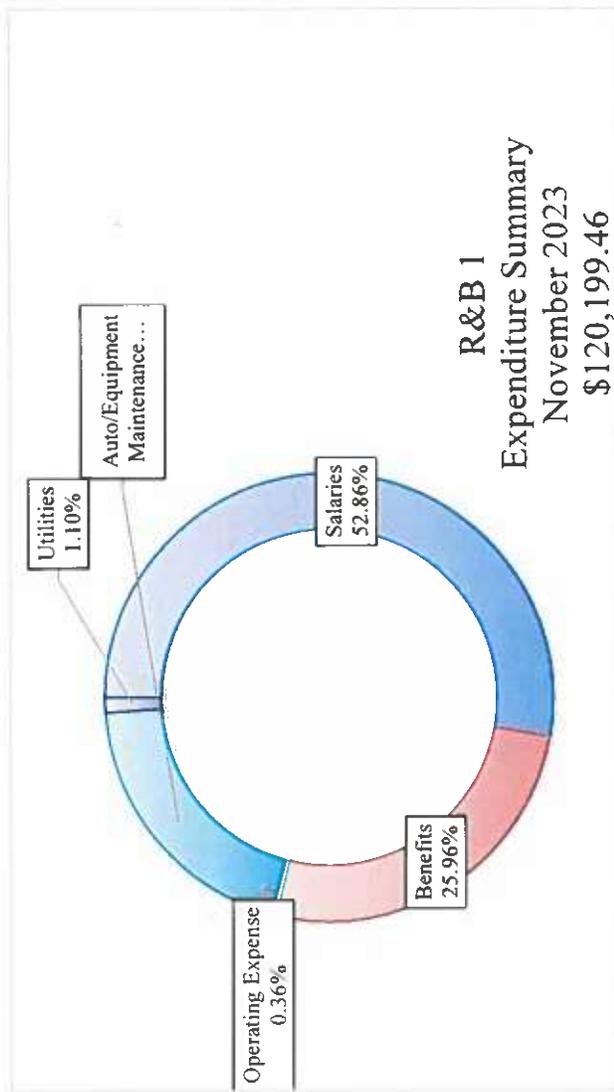
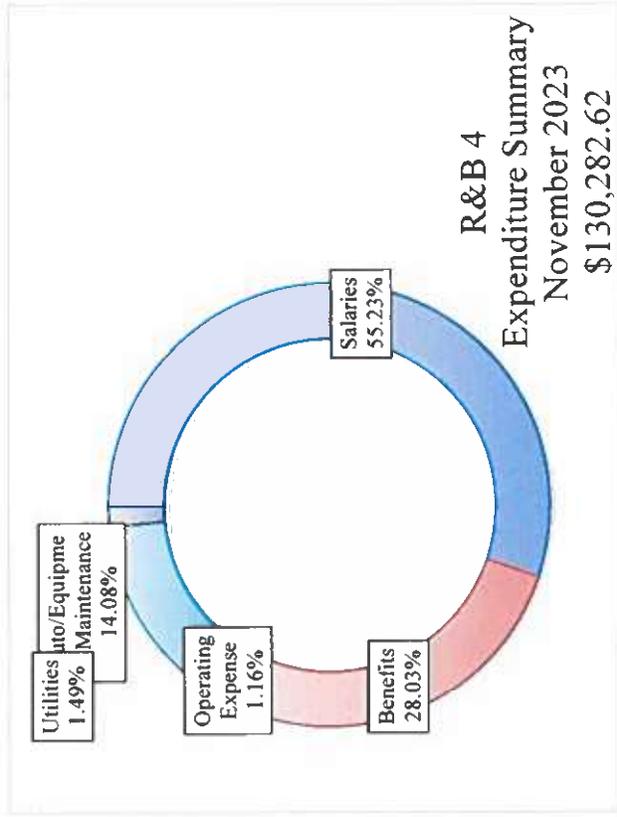
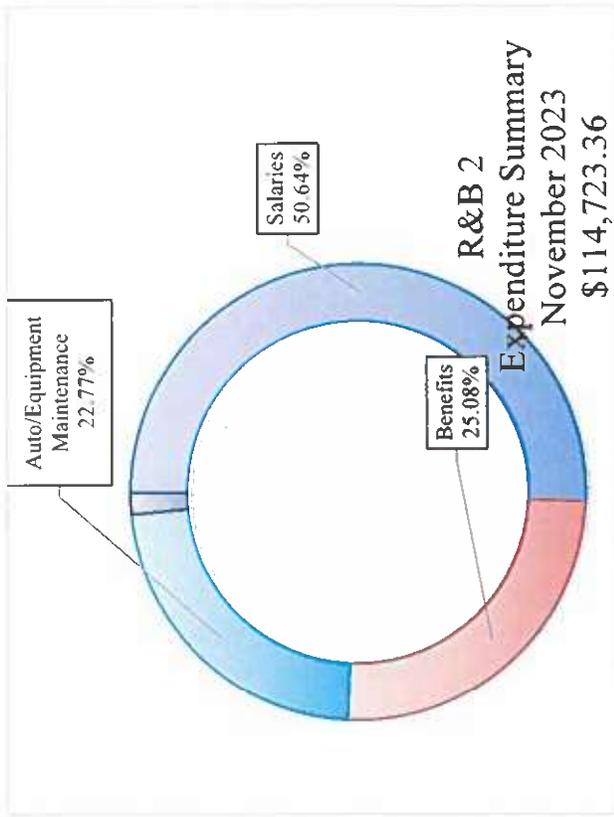


November  
2023 Expenditures  
General Fund

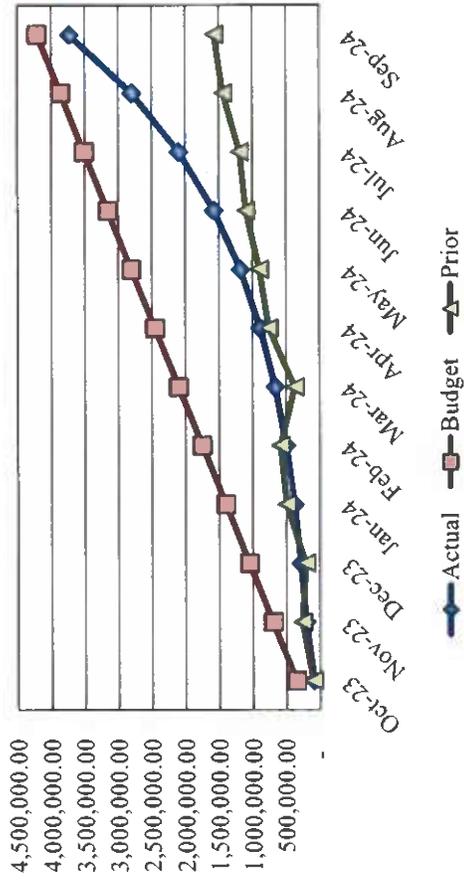


## Road & Bridge Expenditure Summary - November 2023

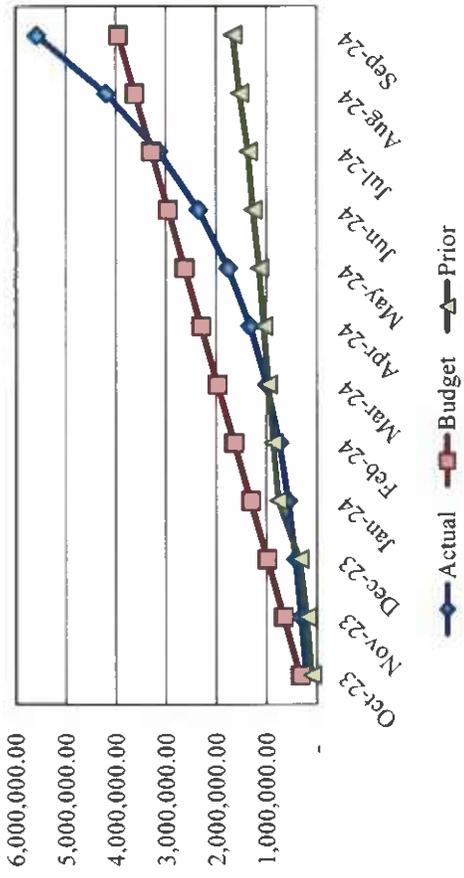
	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 63,538.96	\$ 58,096.59	\$ 77,155.62	\$ 71,959.53
Benefits	31,203.19	28,775.28	35,163.33	36,520.33
Operating Expense	437.74		5,545.13	1,511.57
Road Materials			3,360.00	
Auto/Equipment Maintenance	23,692.00	26,122.00	48,178.35	18,349.00
Equipment/Leases			2,750.00	
Utilities	1,327.57	1,729.49	1,034.27	1,942.19
Debt Service - Interest				
Debt Service - Principal				
	<b>\$ 120,199.46</b>	<b>\$ 114,723.36</b>	<b>\$ 173,186.70</b>	<b>\$ 130,282.62</b>



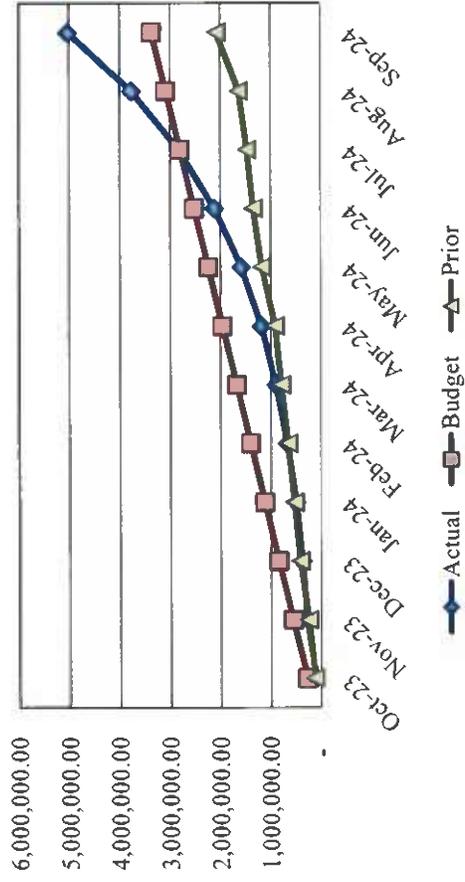
**Road & Bridge Pct. #1**  
Expenditure Projection FY2024



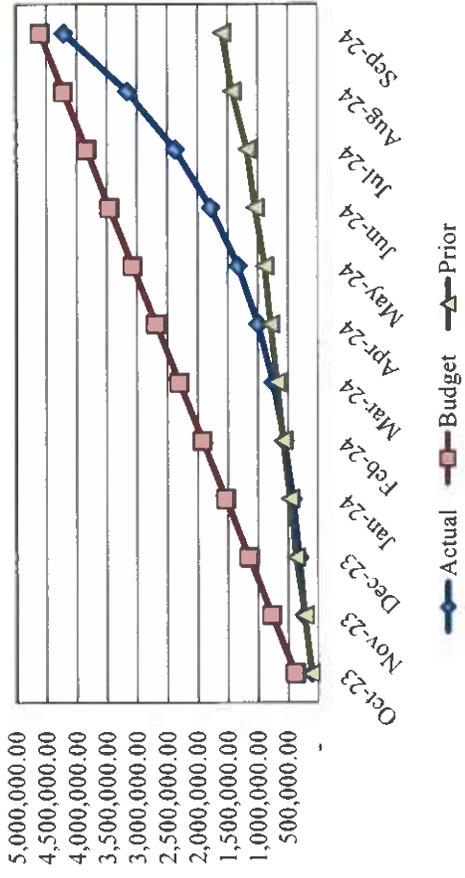
**Road & Bridge Pct. #2**  
Expenditure Projection FY2024



**Road & Bridge Pct. #3**  
Expenditure Projection FY2024

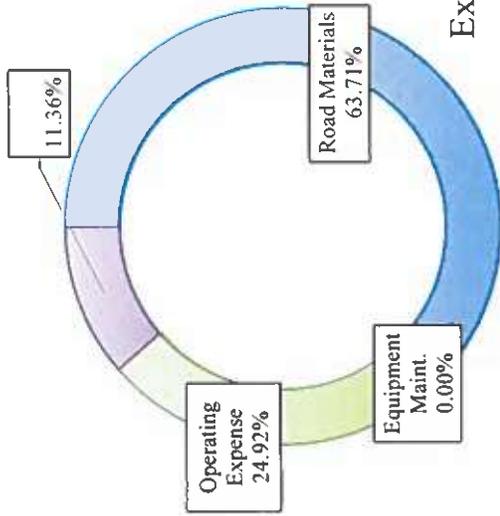


**Road & Bridge Pct. #4**  
Expenditure Projection FY2024

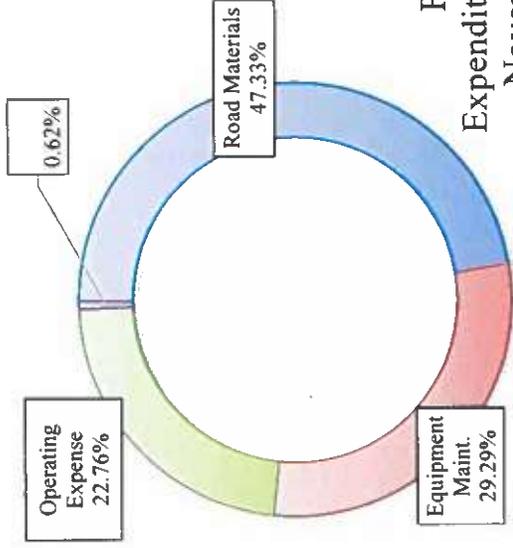


**Farm to Market Expenditure Summary - November 2023**

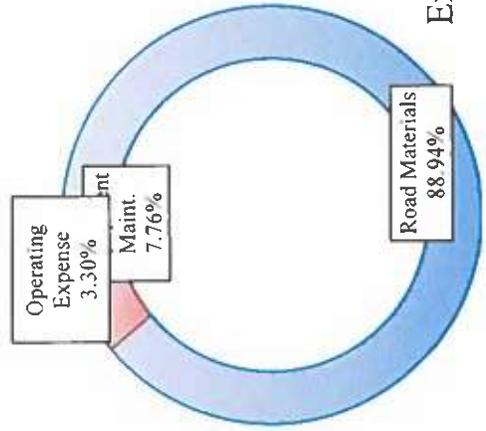
	<b>F/M #1</b>	<b>F/M #2</b>	<b>F/M #3</b>	<b>F/M #4</b>
Road Materials	\$ 132,256.18	\$ 42,021.95	\$ 91,719.48	\$ 144,276.02
Equipment Maint.	-	26,004.56	7,997.20	35,536.59
Operating Expense	51,737.77	20,212.19	3,403.52	13,506.81
Equipment/Leases	23,590.67	550.00		
TIRZ Payments				
	<b>\$ 207,584.62</b>	<b>\$ 88,788.70</b>	<b>\$ 103,120.20</b>	<b>\$ 193,319.42</b>



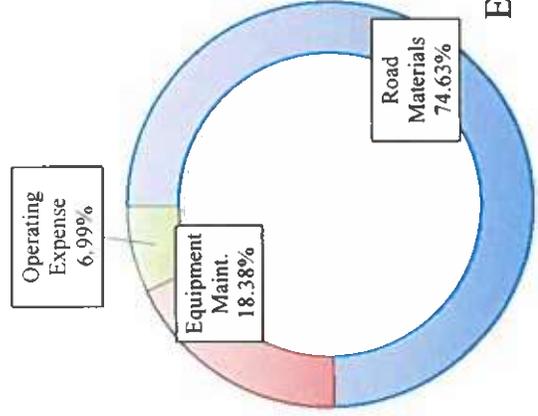
F/M 1  
Expenditure Summary  
November 2023  
\$207,584.62



F/M 2  
Expenditure Summary  
November 2023  
\$88,788.70



F/M 3  
Expenditure Summary  
November 2022

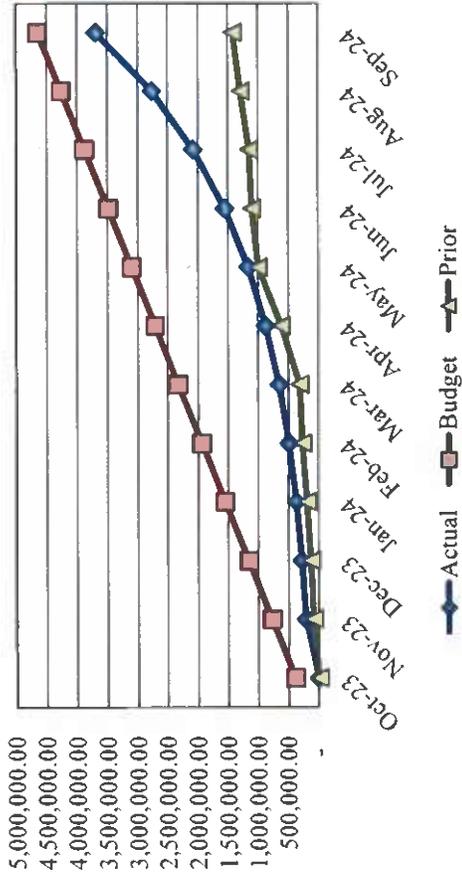


F/M 4  
Expenditure Summary  
November 2022

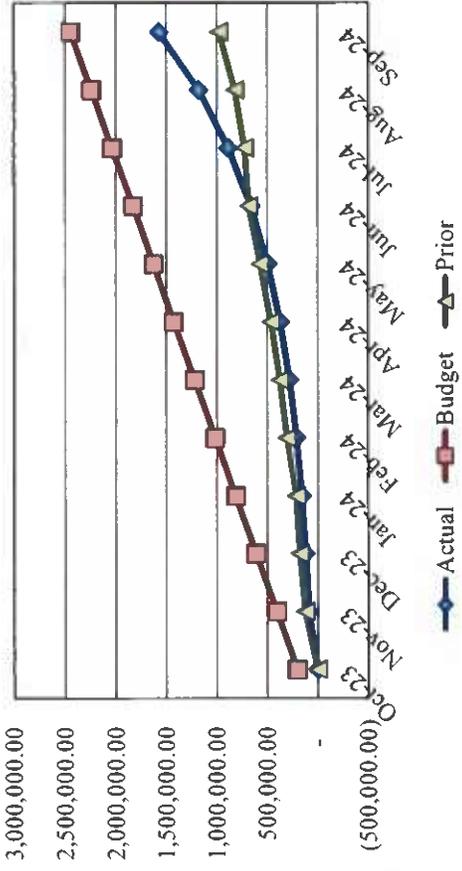
NOVEMBER 2023  
\$103,120.20

NOVEMBER 2023  
\$193,319.42

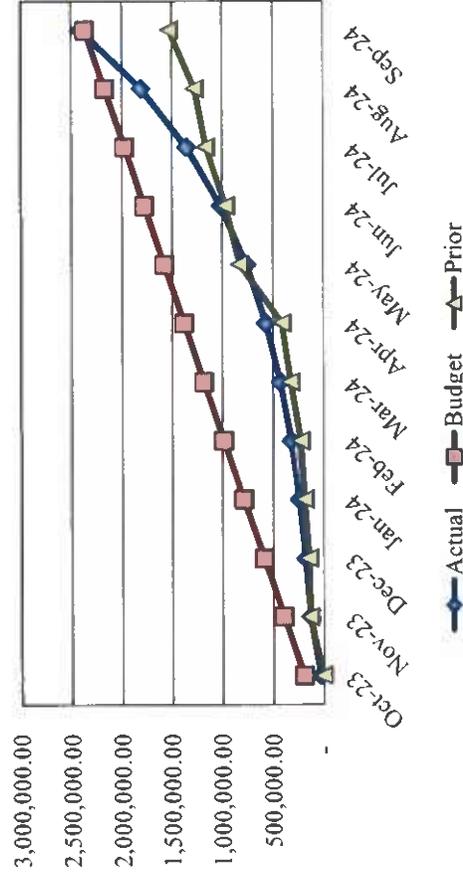
**Farm to Market Pct. #1**  
Expenditure Projection FY2024



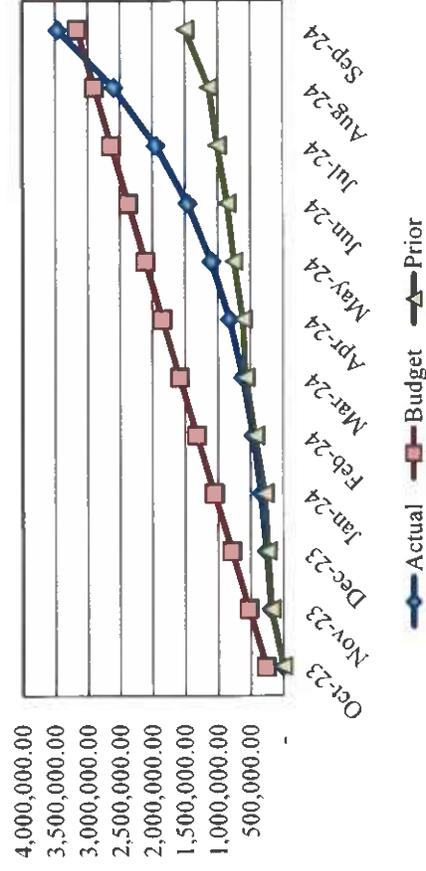
**Farm to Market Pct. #2**  
Expenditure Projection FY2024



**Farm to Market Pct. #3**  
Expenditure Projection FY2024



**Farm to Market Pct. #4**  
Expenditure Projection FY2024



COMMISSIONERS COURT AGENDA REQUEST

A.G

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-2020-2021-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

**Please fill out this form completely:**

DATE: 12/18/2023

NAME: Tim Birdwell

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

DEPARTMENT OR ASSOCIATION: Ellis County Fire Marshal

ADDRESS: 109 S. Jackson, Suite 265

PREFERRED DATE TO BE PLACE ON AGENDA: December 27, 2023

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

**The re-appoint the following Emergency Service District Board Members for two-year terms beginning on January 1, 2024, through December 31, 2025. ESD#1 Charles Peyton, ESD#2 Danny Long, William Holmes Jr., Timothy Raven. ESD#3 Clay Sparks, John V. Allen. ESD#4 Alan Hanes, Shaun Malone ESD#5 Steve Salmon, Mark Hope ESD#6 James Malone, Richard Beer ESD#7 Brian Almand ESD#8 Elizabeth McEwen, Teaner Johnson ESD#9 James Prewitt**

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

# COMMISSIONERS' COURT AGENDA REQUEST

A.7

The Commissioners' Court convenes in regular session at **2:00 a.m. on the second (2<sup>nd</sup>) TUESDAY** of each month and **2:00 p.m. on the fourth (4<sup>th</sup>) TUESDAY** of each month. If that Monday falls on a County holiday, Commissioners' Court will convene on the following Tuesday at 10:00 a.m. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

**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: 12/15/2023

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: 12/26/2023

Acceptance of completing continuing educational training hours during the District 8 County Judges and Commissioners Conference on 11/01/2023.- Ellis County Commissioner Pct.1, Randy Stinson

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

# CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

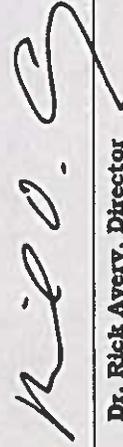
Awards This Certificate To

**Randy Stinson**

For Successfully Completing 7.25 Hours of Educational Training  
During the District 8 County Judges and Commissioners Conference

November 1, 2023  
Meridian, TX

TEXAS A&M  
**AGRILIFE**  
EXTENSION



Dr. Rick Avery, Director



PRAIRIE VIEW  
A&M UNIVERSITY  
COLLEGE OF AGRICULTURE  
AND HUMAN SCIENCES

Cooperative Extension Program



Jay Kingston, District Extension Administrator

# WSNCT Releases the Q4 2023 County Profiles



Tuesday, December 5, 2023

Workforce Solutions for North Central Texas (WSNCT) proudly announces the launch of its **Q4 2023** County Profiles. These comprehensive reports delve into the unique characteristics of the fourteen counties within the North Central Texas region: Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise.

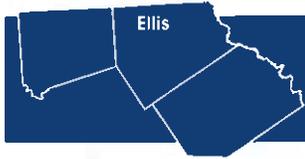
The County Profiles offer a detailed look at each county's economic, demographic, and workforce features. They serve as a valuable resource for businesses, job seekers, policy makers, and anyone interested in understanding the distinctive opportunities and challenges in each county.

## What's Included in the County Profiles

Each profile provides a wealth of information including:

- Population: Current population data, based on the latest estimates.
- Projected 5-Year Growth: Forecasts of population and economic growth over the next five years.
- Occupation Outlook: An overview of job available and job growth.
- Living Wage: Information on the income needed to support a modest but adequate standard of living.
- Top Five Industries: A breakdown of the largest sectors of the county's economy.
- Largest Employers: A list of the companies providing the most jobs in each county.
- Top Posted Occupations: Details on the most in-demand jobs.
- Unemployment Rate Over the Past 3 Years: A look at local labor market trends.

These profiles offer a snapshot of the dynamic economies across our region. They highlight the unique strengths and opportunities in each county, as well as the challenges they face.



# Economic Data for Ellis County



Population  
**220,845**  
(2023)

Projected 5-Year Growth  
**+45,536 | +21.5%**



## Occupation Outlook

**69,453**  
Jobs (2022)

**+19.5%**  
Jobs Growth (past 5 yrs)

**\$37,939**  
Avg. Living Wage  
Single individual, no dependents

## Top Five Industries



Government\*



Retail Trade\*



Manufacturing



Construction



Accommodations  
& Food Service

## Largest Employers



Waxahachie  
ISD  
Waxahachie



Baylor, Scott  
& White  
Waxahachie



Midlothian  
ISD  
Midlothian



Walmart  
County-Wide



Southwestern  
Assemblies of God  
Waxahachie

Source for Data: Lightcast Q4 Data

## Top Posted Occupations Feb-Jul 2023

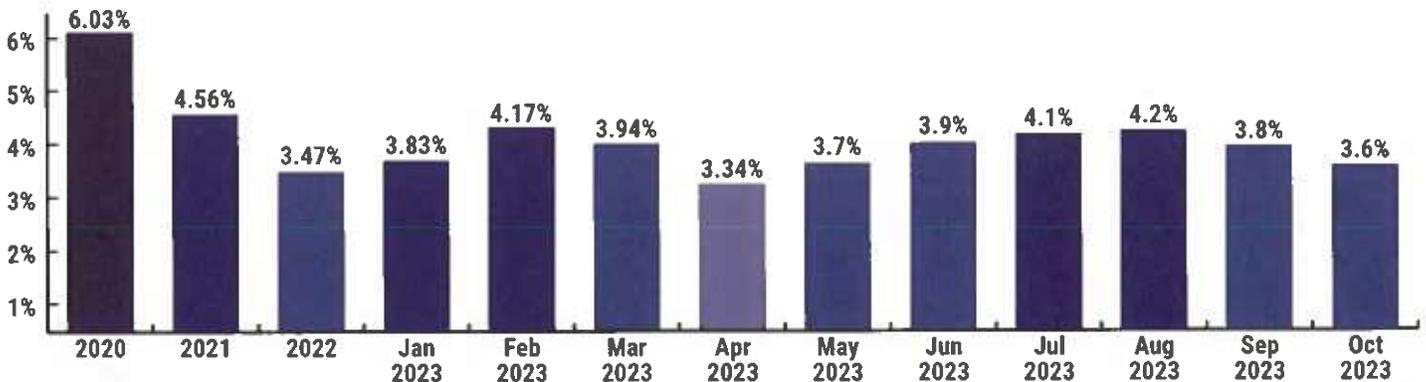
- Healthcare Practitioners and Technical
- Management
- Sales and Related
- Transportation and Material Moving
- Office and Admin Support
- Food Preparation and Serving Related
- Installation, Maintenance, and Repair
- Production
- Healthcare Support
- Architecture and Engineering

## Local Resources

Workforce Solutions  
for North Central Texas  
Deidre Hamid | dhamid@dfwjobs.com

Waxahachie Workforce Center  
waxahachieworkforce@dfwjobs.com  
972-937-8114

## Unemployment Rate



Source for Data: Texas LMI

\*Government includes schools, police agencies, public transportation, local government. Retail Trade includes furniture stores, grocery stores, clothing stores, general merchandise stores, appliance stores.

# COMMISSIONERS COURT AGENDA REQUEST

A.11

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

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

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

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**Please fill out this form completely:**

DATE: **12-18-2023** SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: **TIM BIRDWELL**

PHONE: **972-825-5555**

FAX: **972-825-5551**

DEPARTMENT OR ASSOCIATION: **ELLIS COUNTY FIRE MARSHAL**

ADDRESS: **109 S. JACKSON, STE 265, WAXAHACHIE TX. 75165**

PREFERRED DATE TO BE PLACED ON AGENDA: **12/27/2023**

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

**Acceptance of the \$10,000 surety bond for Fire Marshal Tim Birdwell 12/15/2023 - 12/15/2024**

\*

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



# OLD REPUBLIC SURETY COMPANY

18500 W Corporate Drive, Suite 170, Brookfield, WI 53045 | T: 800.217.1792 | [www.orsurety.com](http://www.orsurety.com)

October 26, 2023

TIMOTHY VAN BIRDWELL  
109 S JACKSON  
WAXAHACHIE, TX 75165

Re: W150245208 \$10,000 COUNTY FIRE MARSHALL  
TIMOTHY VAN BIRDWELL  
ELLIS COUNTY  
Agency: 89-6747 ASSUREDPARTNERS OF TEXAS LLC

Dear Principal:

Enclosed is your Continuation Certificate(s) to renew your bond.

Please forward to the obligee listed on the Certificate for your renewal.  
Do not return the Certificate to Old Republic Surety.

Be sure to retain a copy for your records.

Please contact your agent if you have any questions regarding your bond.  
We thank you for your business.

Sincerely,

OLD REPUBLIC SURETY COMPANY  
Agency Services Department  
encl.



OLD REPUBLIC INSURANCE GROUP

Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201-1635

# CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
W150245208	County Fire Marshall	10,000.00	12/15/2023	12/15/2024

## PRINCIPAL

Timothy Van Birdwell  
109 S Jackson

Waxahachie, TX 75165

## OBLIGEE

Ellis County  
109 S. Jackson Street #145

Waxahachie, TX 75165

## ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 26th DAY OF September 2023

0896747

ASSURED PARTNERS OF TEXAS LLC DBA BE  
PO BOX 2567

WAXAHACHIE, TX 75168  
972-938-9676

Old Republic Surety Company  
SURETY

By



ATTORNEY-IN-FACT



✔ Your payment has been successfully processed. Please make a note of the confirmation number shown below or print this page for your records. A confirmation email has also been sent to the email address shown below. Please call us at 1-800-217-1792 if there is a problem with this payment.

**Confirmation Number**

IN2S121K6B

**Account Details**

Account Number:

W150245208

Name On Account:

TIMOTHY VAN BIRDWELL

Email Address:

GLORIA.STROUD@CO.ELLIS.TX.US

**Payment Details**

Payment Method:

Mastercard Card ending in 0407

Payment Date:

10/24/2023

Payment Amount:

\$50.00

# COMMISSIONERS COURT AGENDA REQUEST

F.1

The Commissioners Court convenes in regular session at **10:00 a.m. on the second (2<sup>nd</sup>) Monday** of each month and **6:00 p.m. on the fourth (4<sup>th</sup>) Monday** of each month. If that Monday falls on a County holiday, Commissioners Court will convene on the following Tuesday at 10:00 a.m. The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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**Please fill out this form completely:**

DATE: 12/15/2023

NAME: Cheryl Chambers

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

DEPARTMENT OR ASSOCIATION: Treasurer

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

PREFERRED DATE TO BE PLACE ON AGENDA: 12/27/2023

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

2. Ratify the LPPF payment made December 19 , 2023 for \$375,695.09

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

## LOCAL PROVIDER PARTICIPATION FUND PAYMENT

**\$375,695.09**

The Ellis County Commissioners' Court hereby approves the mandatory Local Provider Participation Fund (LPPF) payment in an amount not to exceed \$375,695.09 of such and in relation to the Ellis County LPPF effective December 19, 2023. These funds are used for the nonfederal share of a Medicaid supplemental payment program.

---

Todd Little, County Judge

---

Randy Stinson, Commissioner Pct. 1

---

Lane Grayson, Commissioner Pct. 2

---

Paul Perry, Commissioner Pct. 3

---

Kyle Butler, Commissioners Pct. 4

Attest:

---

Krystal Valdez  
Ellis County Clerk

# COMMISSIONERS COURT AGENDA REQUEST

F.2

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

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**Please fill out this form completely:**

DATE: 12/19/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Staci Parr

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

DEPARTMENT OR ASSOCIATION: First Assistant County Auditor

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

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2023

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

**\*\*CONSENT AGENDA\*\***

Acceptance of donation of Christmas Decorations for the Historic Courthouse Commissioners Courtroom from the Ellis County Auditors Office in the amount of \$600.00

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



DoD

**Department of Development Agenda Items  
Ellis County Commissioners' Court -  
December 12, 2023  
2:00 PM**

**CONSENT AGENDA**

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

**REGULAR AGENDA**

**Agenda Item No. 1.1**

**Discussion, consideration, and action on a plat of Walker Tract.** The ± 5.008-acre site is located ± 2,630 feet northwest of the intersection of Shankle Road and FM 660, situated in the R. De La Pena Survey, Abstract No. 3, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, Road and Bridge Precinct No. 1.

**Agenda Item No. 1.2**

**Ratify staff action on a preliminary plat of Chanteuse Manor.** The ± 11.057-acre site is located ± 4,630 feet northeast of the intersection of Robnett Road and FM 813, situated in the A. Slayback Survey, Abstract No. 1005, Waxahachie, Road and Bridge Precinct No. 1.

**Agenda Item No. 1.3**

**Ratify staff action on a plat of Wilson Place.** The ± 1.970-acre site is located ± 4,270 feet west of the intersection of Youngblood Road and FM 878, situated in the S. Wilson Survey, Abstract No. 1141, Waxahachie, Road and Bridge Precinct No. 1.

**Agenda Item No. 1.4**

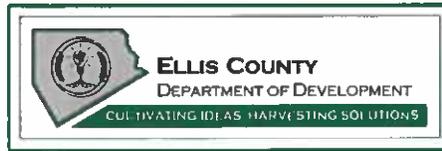
**Ratify staff action on a plat of Atchley Addition.** The ± 2.800-acre site is located ± 3,490 feet northwest of the intersection of FM 877 and Hwy 34, situated in the San Antonio and Mexican Gulf Railroad Company Survey, Abstract No. 1051, Ennis, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.5**

**Ratify staff action on a preliminary plat of Cotton Creek Subdivision.** The ± 13.979-acre site is located at the northwest corner of the intersection of Sandwitch Road and Ramons Road, situated in Joseph Garwood Survey, Abstract No. 415, Ennis, Road and Bridge Precinct No. 2.

**Agenda Item No. 1.6**

**Ratify staff action on a plat of Molly's Acres.** The ± 1.546-acre site is located ± 320 feet west of the intersection of Hwy 287 North and Old Church Road, situated in the G. Carpenter Survey, Abstract No. 190, Waxahachie, Road and Bridge Precinct No. 2.



**Agenda Item No. 1.7**

**Ratify staff action on a plat of Castaneda – Guerra Estates.** The ± 2.214-acre site is located ± 6,700 feet east of the intersection of FM 667 and White Rock Road, situated in the I. H. Lowe Survey, Abstract No. 613, Italy, Road and Bridge Precinct No. 3.

**Agenda Item No. 1.8**

**Ratify staff action on an amending plat of Maypearl Hidden Hills, Lot 48.** The ± 1.720-acre site is located north of the intersection of Dubose Way & Sullivan Way, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Waxahachie, Road and Bridge Precinct No. 3.

**Agenda Item No. 1.9**

**Ratify staff action on a plat of Woodard Farms Addition Phase 3.** The ± 6.413-acre site is located ± 1,750 feet west of the intersection of N Armstrong Road and Matthews Road, situated in the Adam T. Miller Survey, Abstract No. 716, Venus, Road and Bridge Precinct No. 4.

**Agenda Item No. 1.10**

**Ratify staff action on a plat of Hurtik Addition.** The ± 3.995-acre site is located ± 960 feet west of the intersection of Smith Road and Jackson Road, situated in the Margaret Cheek Survey, Abstract No. 219, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, Road and Bridge Precinct No. 4.

**EXECUTIVE SESSION**

MUD updates

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		
Court Date: December 27, 2023		
REPORTING DEPARTMENT: DoD		
<b>AGENDA TYPE</b>	<b>DoD FINANCIAL REPORT NOVEMBER 2023 CONSENT AGENDA ITEM</b>	
<input checked="" type="checkbox"/> Consent Agenda		
<input type="checkbox"/> Regular Agenda		
<input type="checkbox"/> Public Hearing		

**AGENDA CAPTION:**

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

**EXECUTIVE SUMMARY:**

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

REVENUE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0000-202500	TCEQ Line Item	\$ 490.00
001-0060-400580	PWA (Permits)	\$ 28,825.00
001-0060-400720	Plats (Subdivisions)	\$ 5,674.50
001-0060-400940	Septic Fees	\$ 30,160.00
001-0060-406080	Misc. Fees	\$ 25.00
001-0921-406260	Recording Fees	\$ 668.00
003-0601-400920	Pct. No. 1 – Subdivision Percentage (Road) Fees	\$ 0.00
004-0652-400920	Pct. No. 2 – Subdivision Percentage (Road) Fees	\$ 0.00
005-0703-400920	Pct. No. 3 – Subdivision Percentage (Road) Fees	\$ 0.00
006-0754-400920	Pct. No. 4 – Subdivision Percentage (Road) Fees	\$ 0.00
076-0976-409760	Subdivision Inspection Fees (Special Fund)	\$ 0.00
<b>REVENUES</b>		<b>\$ 65,842.50</b>

EXPENSE ACCOUNT NO.	ACCOUNT NAME	AMOUNT
001-0060-506010	Travel Reimbursement	\$ 0.00
001-0060-507030	Telephone	\$ 0.00
001-0060-508010	Supplies	\$ 52.87
001-0060-508020	Equipment	\$ 163.42
001-0060-508050	Conference	\$ 0.00
001-0060-508060	Dues	\$ 213.00
001-0060-508080	Auto Gas	\$ 741.45
001-0060-508090	Auto Repairs	\$ 1,799.07
001-0060-508100	Auto Tires	\$ 0.00
001-0060-508190	Computer	\$ 19.99
001-0060-508210	Uniform	\$ 0.00
001-0060-508680	Contract Services	\$ 0.00
001-0060-508880	Computer Software	\$ 958.33
001-0060-508990	Development Testing	\$ 0.00
076-0976-509978	Subdivision Inspection Fees (Special Fund)	\$ 0.00
<b>EXPENDITURES</b>		<b>\$ 3,948.13</b>

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> Department of Development (DoD)			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Walker Tract</b> <b>Pct. No. 1</b> <b>AGENDA ITEM NO. 1.1</b>		

**CAPTION:**  
**Discussion, consideration, and action on a plat of Walker Tract.** The ± 5.008-acre site is located ± 2,630 feet northwest of the intersection of Shankle Road and FM 660, situated in the R. De La Pena Survey, Abstract No. 3, in the extraterritorial jurisdiction (ETJ) of the City of Ennis, 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. 178222

**APPLICANT(s):**  
 Richard Walker

**ATTACHMENTS:**

1) Location Map  
 2) Plat  
 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The Walker Tract plat application was submitted on April 17, 2023, prior to changes in state law regarding plat review effective September 1, 2023, as they awaited the completion of a flood study.
- The applicant wishes to plat the property to create two (2) lots for residential use.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Shankle Rd.	Local (60')	± 21.81 ft. (or ± 30 ft. from centerline of road)	Yes

**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
East Garrett Water	2-inch	3/17/2023

**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

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

- Approval of an engineered flood study by the Floodplain Administrator.





<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> Department of Development (DoD)			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Chanteuse Manor</b> <b>Pct. No. 1</b> <b>AGENDA ITEM NO. <del>1.1</del> 1.2</b>		

**CAPTION:**  
**Ratify staff action on a preliminary plat of Chanteuse Manor.** The ± 11.057-acre site is located ± 4,630 feet northeast of the intersection of Robnett Road and FM 813, situated in the A. Slayback Survey, Abstract No. 1005, 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. 289836

**APPLICANT(s):**  
 Keith Davis  
 Jireten LLC

**ATTACHMENTS:**

1) Location Map  
 2) Plat  
 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to plat the property to create six (6) lots for residential use.
- The City of Waxahachie approved the ETJ petition withdrawal request for this property on September 18, 2023, City Ordinance No 3399.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Robnett Rd.	Major (100'-120')	60 ft.	Yes

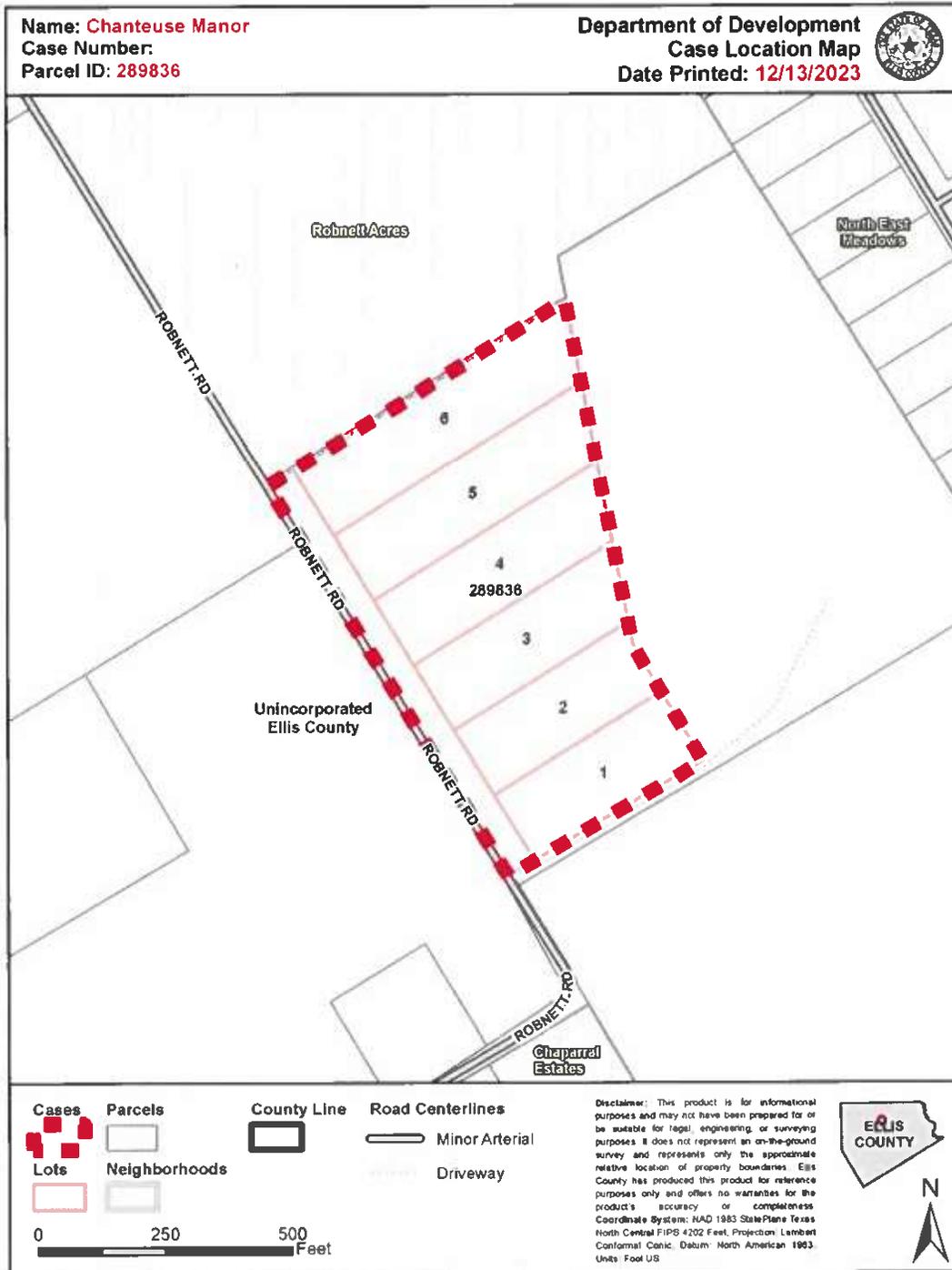
**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Rockett SUD	8-inch	11/28/2023

**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**  
 Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.  
 Commissioners Court's ratification is needed to finalize the approval process.



-96 806706 32 446476 Author: kevin.celan GIS@co.ellis.tx.us Date Printed: 12/13/2023 G:\GIS\Maps\Templates\Ellis County Layouts\11 000\000 Case Location.mxd

1.2

Agenda Item No. ~~1.1~~ – 12/27/2023 – Chanteuse Manor  
**Report Authored by:** Sara Garcia – Assistant Director  
**Report Submitted & Approved by:** Alberto Mares, AICP, DR, CPM – Dir. of Planning & Development





DEPARTMENT OF DEVELOPMENT  
Ellis County  
109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
☎: 972-825-5200  
🌐: ellispermits.com

December 18, 2023

Keith Davis  
Jireten LLC  
PO Box 140991  
Irving, TX 75014

**Re: Plat Application Submission Action for Chanteuse Manor (Parcel ID No. 289836)**

The Department of Development (DoD) received your plat application for Chanteuse Manor on December 4, 2023, for 6 proposed lots on ± 11.057 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Retitle the plat to a preliminary plat.
2. Remove the signature block for the Commissioners' Court.
3. Update the FEMA Floodplain panel information. New maps were adopted in 2023.
4. Add 2ft. contours to the plat drawing.
5. Hydrants will need to be installed in accordance with the County's subdivision regulations prior to approval of the final plat application.
6. Drainage infrastructure improvements will be required. Please contact the County Engineer's Office for additional information at 972-825-5112.
7. A subsequent final plat application will need to be submitted for review.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*

Sara Garcia

Assistant Director / Planning Manager

Ellis County Department of Development

Phone: 972-825-5265 Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
Crimilda Aguilar-McAdams, Permit & Planning Technician  
Ted Kantor, County Engineer

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Wilson Place</b> <b>Pct. No. 1</b> <b>AGENDA ITEM NO. 1.3</b>		

**CAPTION:**

**Ratify staff action on a plat of Wilson Place.** The ± 1.970-acre site is located ± 4,270 feet west of the intersection of Youngblood Road and FM 878, situated in the S. Wilson Survey, Abstract No. 1141, 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. 208949

**APPLICANT(s):**

Nathan & Catherine Wilson

**ATTACHMENTS:**

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to plat the property to create one (1) lot for residential use.
- The Commissioners' Court approved a road frontage variance request for this property on September 19, 2023, via Minute Order No. 432.23.
- The City of Waxahachie approved the ETJ petition withdrawal request for this property on November 20, 2023, City Ordinance No 3427.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Robnett Rd.	Major (100'-120')	60 ft.	Yes

**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Rockett SUD	8-inch	11/28/2023

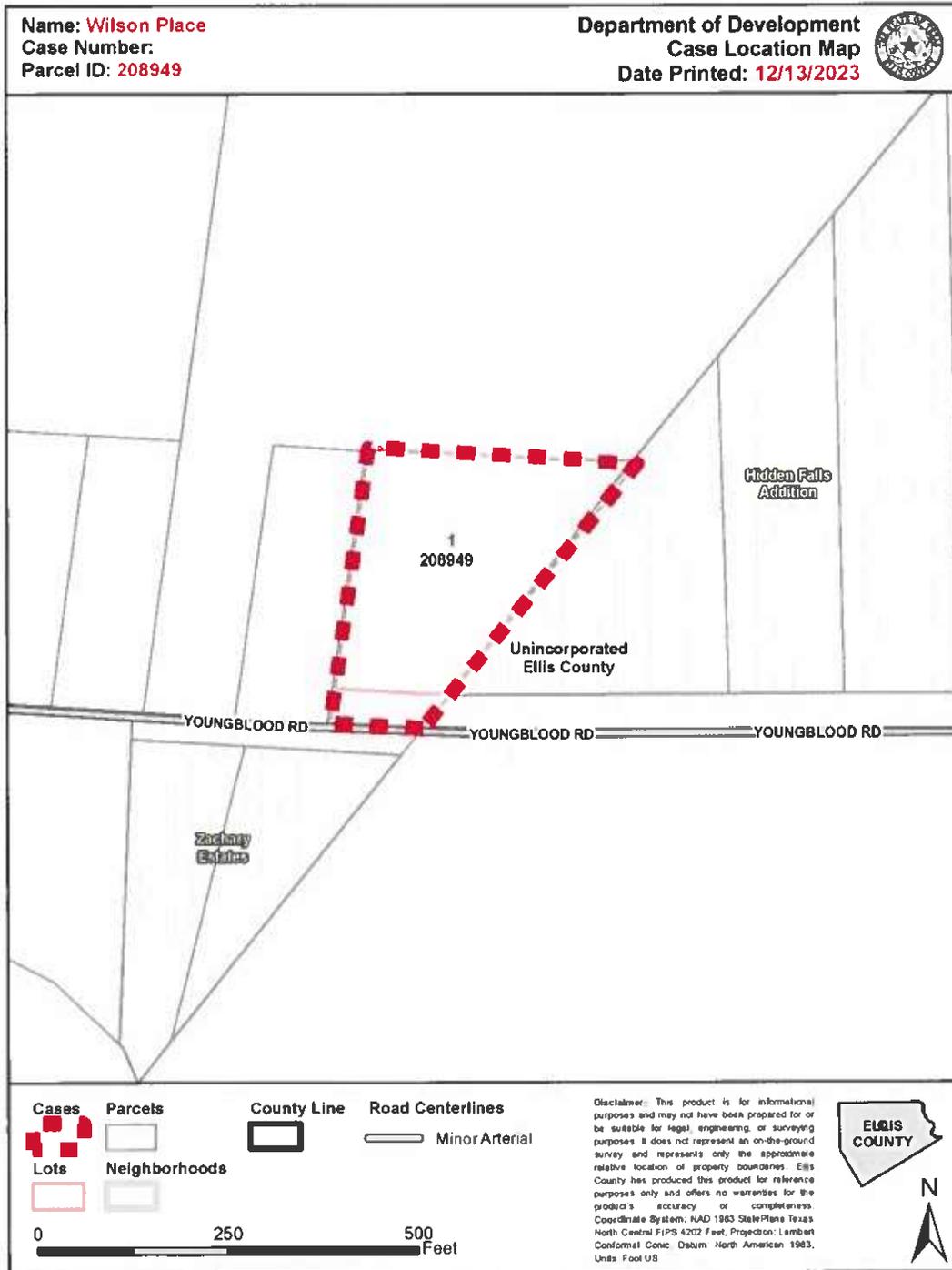
**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**

Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Commissioners Court's ratification is needed to finalize the approval process for filing with the County Clerk's Office.



-98 763473 32.416733 Author: kevin.celan GIS@co.ellis.tx.us Date Printed: 12/13/2023 G:\GIS\Maps\Templates\Ellis County Layouts\11 DOD\OOD Case Location.mxd





**DEPARTMENT OF DEVELOPMENT**  
 Ellis County  
 109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
 📞: 972-825-5200  
 🌐: ellispermits.com

December 18, 2023

Nathan & Catherine Wilson  
 537 Youngblood Road  
 Waxahachie, TX 75165

**Re: Plat Application Submission Action for Wilson Place (Parcel ID No. 208949)**

The Department of Development (DoD) received your plat application for Wilson Place on December 4, 2023, for 1 proposed lot on ± 1.970 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Please remove ETJ references from throughout the plat including the city's signature block.
2. Update the FEMA floodplain panel number. New maps were adopted in 2023.
3. Add the following to the plat notes:
  - a. Commissioners' Court granted a road frontage variance for Lot 1, Block A of Wilson Place on September 19, 2023, Minute Order No. 432.23.
  - b. This property was withdrawn from the extraterritorial jurisdiction (ETJ) of the City of Waxahachie on November 20, 2023, City Ordinance No. 3427.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*

Sara Garcia  
 Assistant Director / Planning Manager  
 Ellis County Department of Development  
 Phone: 972-825-5265      Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
 Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Atchley Addition</b> <b>Pct. No. 2</b> <b>AGENDA ITEM NO. 1.4</b>		

**CAPTION:**  
**Ratify staff action on a plat of Atchley Addition.** The ± 2.800-acre site is located ± 3,490 feet northwest of the intersection of FM 877 and Hwy 34, situated in the San Antonio and Mexican Gulf Railroad Company Survey, Abstract No. 1051, Ennis, Road and Bridge Precinct No. 2.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
 Parcel ID No. 180843, 191467

**APPLICANT(s):**  
 Glynda & Larry Atchley

**ATTACHMENTS:**

1) Location Map  
 2) Plat  
 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

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

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
FM 877	Minor (80'-100')	0 ft. (existing ROW dedication)	Yes

**WATER SOURCE:**

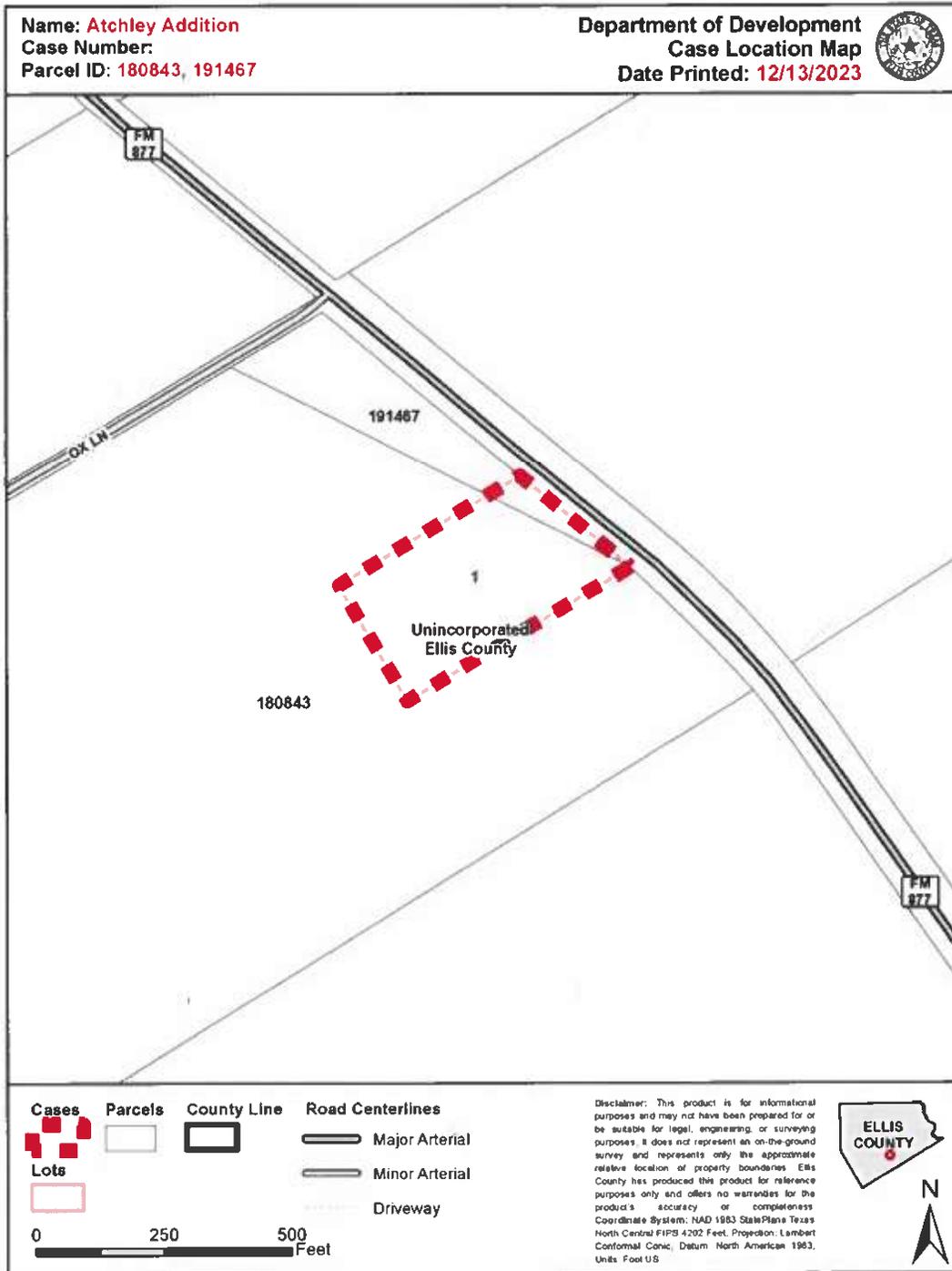
PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Files Valley	2-inch	11/21/2023

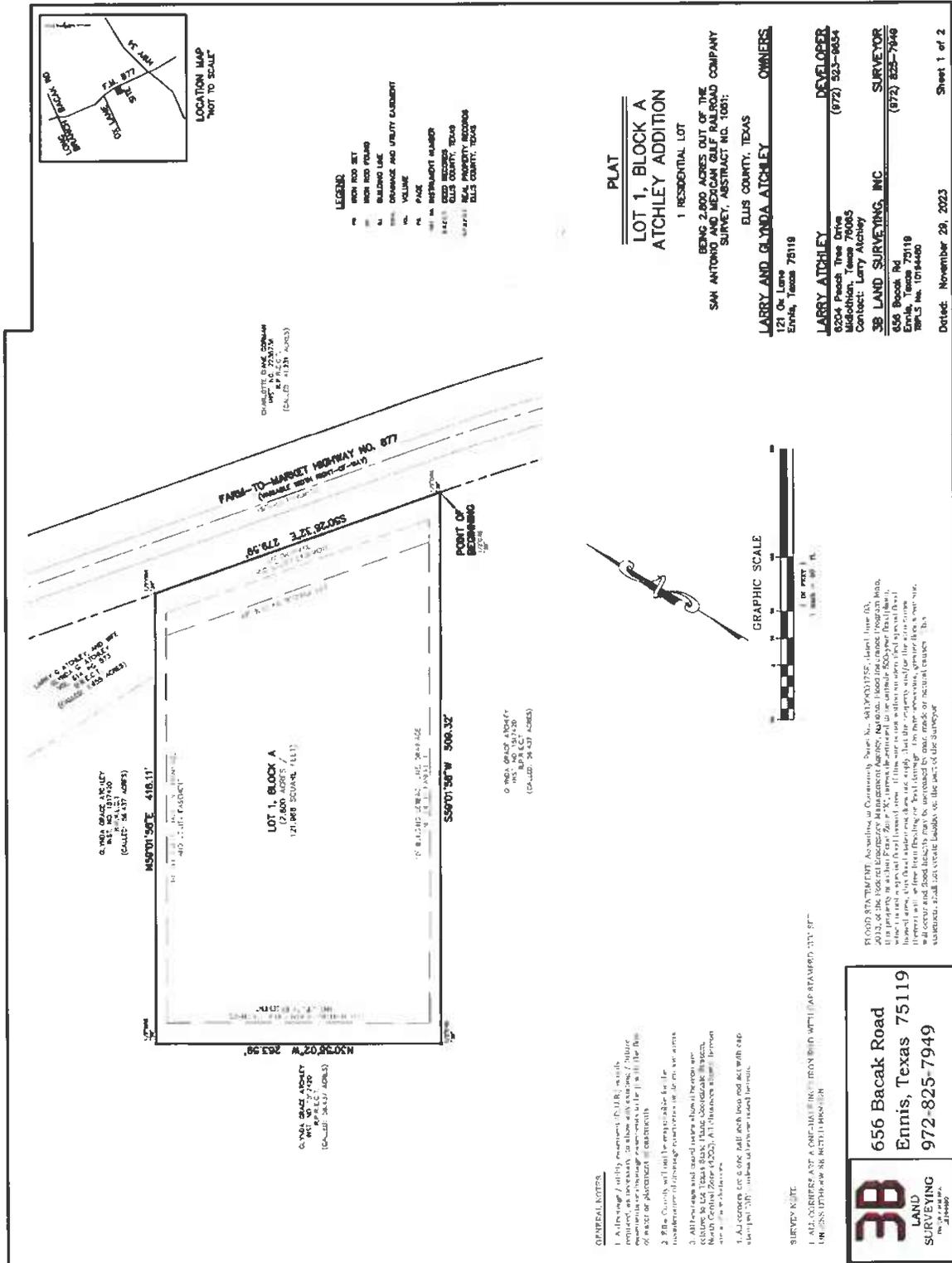
**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

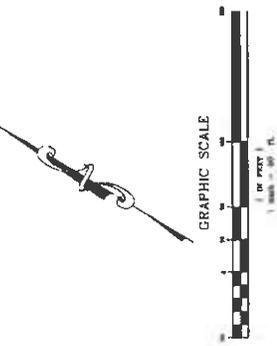
**ANALYSIS:**  
 Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Commissioners Court's ratification is needed to finalize the approval process for filing with the County Clerk's Office.





**PLAT**  
**LOT 1, BLOCK A**  
**ATCHLEY ADDITION**  
 1 RESIDENTIAL LOT  
 BEING 2.000 ACRES OUT OF THE  
 SAN ANTONIO AND MEXICAN GULF RAILROAD COMPANY  
 SURVEY, ABSTRACT NO. 1081;  
 ELLIS COUNTY, TEXAS  
**LARRY AND GLYNDA ATCHLEY** OWNERS  
 121 Oak Lane  
 Ennis, Texas 75119  
**LARRY ATCHLEY** DEVELOPER  
 8004 Beach Three Oaks  
 Midtown, Texas 75005  
 Contact: Larry Atchley (972) 823-6654  
**3B LAND SURVEYING, INC.** SURVEYOR  
 656 Bacak Rd  
 Ennis, Texas 75119  
 RPCLS No. 10194660 (972) 825-7946  
 Dated: November 29, 2023 Sheet 1 of 2



**GENERAL NOTES**

1. All bearings & distances are from the center of the line.
2. The survey was made by the use of a total station.
3. All lines were run with a total station.
4. All corners are marked with iron pins.
5. All lines were run with a total station.
6. All lines were run with a total station.

**3B LAND SURVEYING**  
 656 Bacak Road  
 Ennis, Texas 75119  
 972-825-7946



**DEPARTMENT OF DEVELOPMENT**  
 Ellis County  
 109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
 ☎: 972-825-5200  
 🌐: ellispermits.com

December 18, 2023

Larry and Glenda Atchley  
 121 Ox Lane  
 Ennis, TX 75119

**Re: Plat Application Submission Action for Atchley Addition (Parcel ID No. 180843,191467)**

The Department of Development (DoD) received your plat application for Atchley Addition on December 4, 2023, for 1 proposed lot on ± 2.800 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Please label the existing right-of-way width for FM 877.
2. Update the FEMA floodplain panel number. New maps were adopted in 2023.
3. Ensure that each applicant's legal name is consistent throughout the plat.
4. Documentation of the completion of the installation of utilities must be provided prior to the filing of the plat.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*

Sara Garcia  
 Assistant Director / Planning Manager  
 Ellis County Department of Development  
 Phone: 972-825-5265      Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
 Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Cotton Creek Subdivision Preliminary Plat</b> <b>Pct. No. 2</b> <b>AGENDA ITEM NO. 1.5</b>		

**CAPTION:**

**Ratify staff action on a preliminary plat of Cotton Creek Subdivision.** The ± 13.979-acre site is located at the northwest corner of the intersection of Sandwitch Road and Ramons Road, situated in Joseph Garwood Survey, Abstract No. 415, Ennis, Road and Bridge Precinct No. 2.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
Parcel ID No. 188017

**APPLICANT(s):**  
Gahohi, LLC,  
Brodrick Norman, representative

**ATTACHMENTS:**

1) Location Map  
2) Plat  
3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to plat the property to create six (6) lots for residential use.
- If approved, the applicant will address the comments listed within Attachment No. 3 prior to the submittal of the final plat application.
- This subdivision intends to use water wells as its primary water source.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Sandwitch Rd.	Local (60')	30 ft.	Yes

**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Prairielands GCD	n/a	N/A

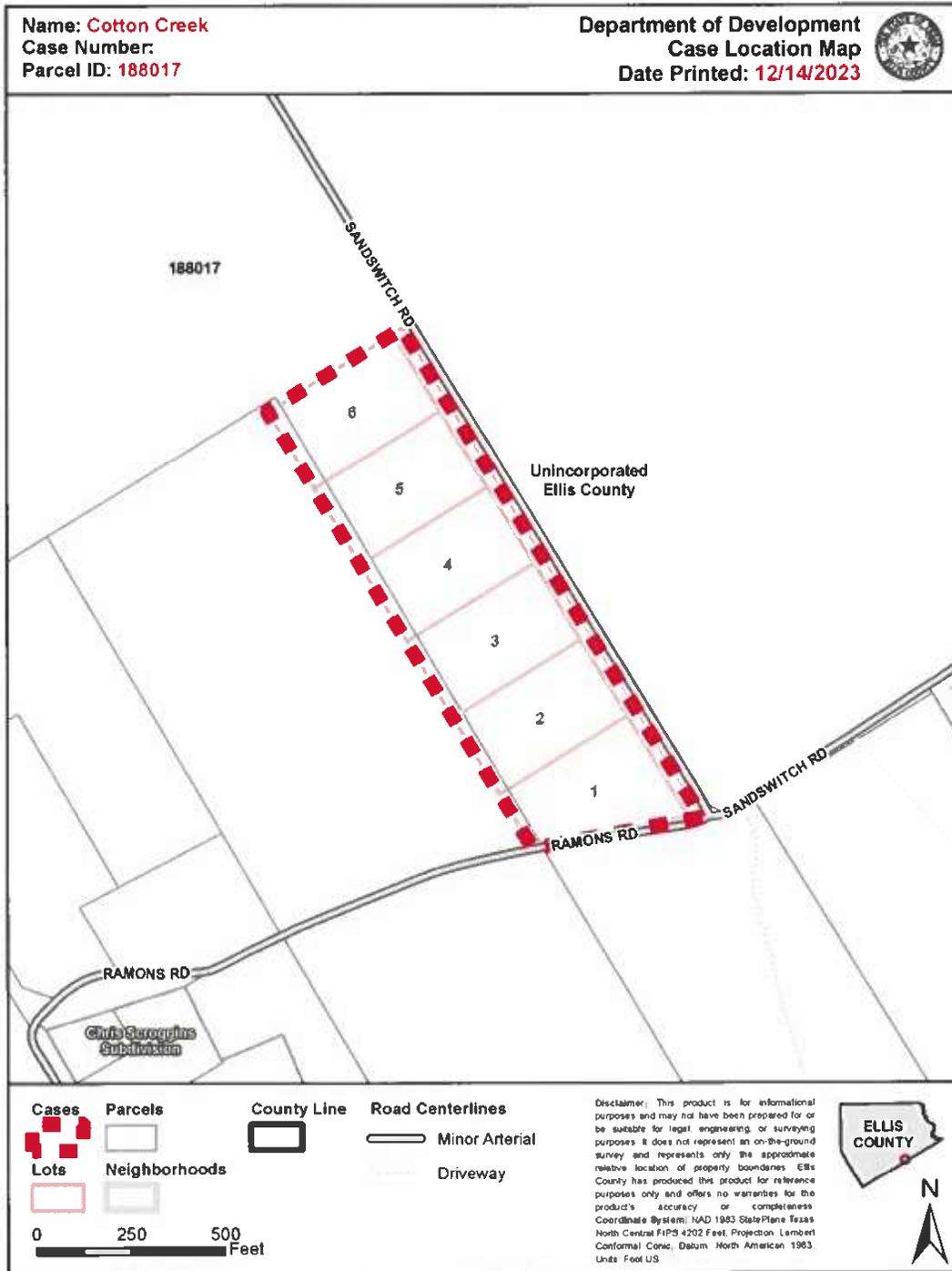
**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**

Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Commissioners Court's ratification is needed to finalize the approval process.







**DEPARTMENT OF DEVELOPMENT**  
 Ellis County  
 109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
 ☎: 972-825-5200  
 🌐: ellispermits.com

December 18, 2023

GADOHI, LLC  
 133 N. Friendswood Drive Ste. 202  
 Friendswood, TX 77546

**Re: Plat Application Submission Action for Cotton Creek Subdivision Preliminary Plat (Parcel ID No. 188017)**

The Department of Development (DoD) received your preliminary plat application for Cotton Creek Subdivision on December 4, 2023, for 6 proposed lots on ± 13.979 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Drainage improvements must be completed and inspected prior to the filing of the final plat.
2. As recommended in the letter from Prairielands Groundwater Conservation District (PGCD) on October 6, 2023, a Groundwater Availability Certification must be completed prior to the submittal of the final plat application. Additionally, in accordance with the County's current interlocal agreement with PGCD, the groundwater availability certification must be submitted to PGCD for review prior to approval of the final plat.
3. The lender subordination statement and signature line may be removed from page 2 of the preliminary plat as preliminary plats are not filed for record with the County Clerk's Office.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

Sara Garcia  
 Assistant Director / Planning Manager  
 Ellis County Department of Development  
 Phone: 972-825-5265 Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)  
 Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
 Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Molly's Acres</b> <b>Pct. No. 2</b> <b>AGENDA ITEM NO. 1.6</b>		

**CAPTION:**

**Ratify staff action on a plat of Molly's Acres.** The ± 1.546-acre site is located ± 320 feet west of the intersection of Hwy 287 North and Old Church Road, situated in the G. Carpenter Survey, Abstract No. 190, Waxahachie, Road and Bridge Precinct No. 2.

**CASE TYPE:**

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

**PARCEL ID OR ADDRESS:**  
Parcel ID No. 147361

**APPLICANT(s):**  
Molly Investments, LLC  
Richard Walker, representative

**ATTACHMENTS:**

- Location Map
- Plat
- Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to plat the property to create one (1) lot for commercial use.
- The City of Waxahachie approved the ETJ petition withdrawal request for this property on November 6, 2023, City Ordinance No 3420.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Hwy 287 N.	Freeway	0 ft.	Yes

**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Rockett SUD	2-inch	10/3/2023

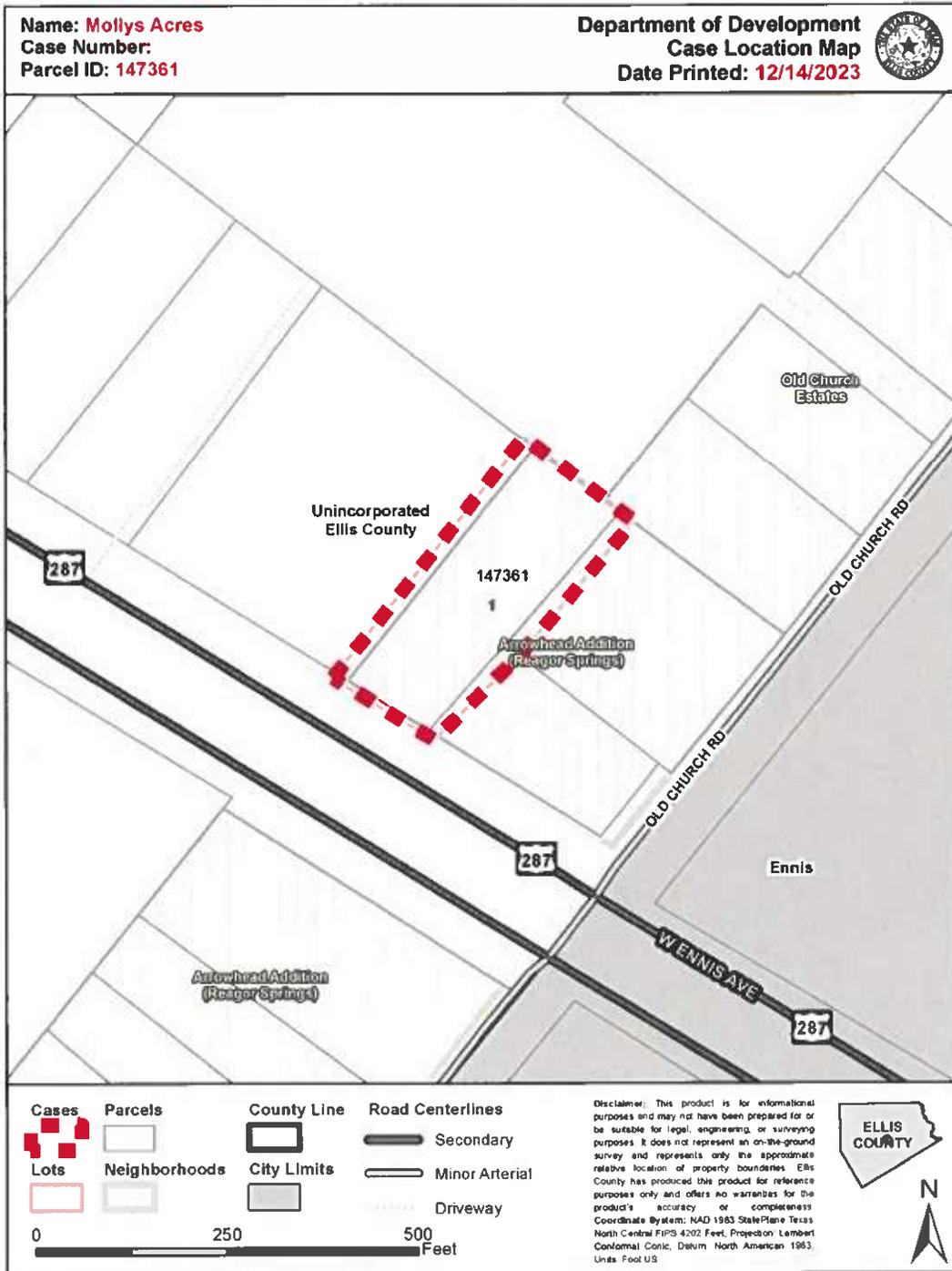
**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**

Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Commissioners Court's ratification is needed to finalize the approval process for filing with the County Clerk's Office.







DEPARTMENT OF DEVELOPMENT  
Ellis County  
109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
☎: 972-825-5200  
🌐: ellispermits.com

December 18, 2023

Richard Walker  
105 Blazek Rd.  
Ennis, TX 75119

**Re: Plat Application Submission Action for Molly's Acres (Parcel ID No. 147361)**

The Department of Development (DoD) received your plat application for Molly's Acres on December 4, 2023, for 1 proposed lot on ± 1.546 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Please remove ETJ references from throughout the plat including the city's signature block.
2. Add the following to the plat note:
  - a. This property was withdrawn from the extraterritorial jurisdiction (ETJ) of the City of Waxahachie on November 6, 2023, City Ordinance No. 3420.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*

Sara Garcia  
Assistant Director / Planning Manager  
Ellis County Department of Development  
Phone: 972-825-5265      Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Castaneda – Guerra Estates</b> <b>Pct. No. 3</b> <b>AGENDA ITEM NO. 1.7</b>		

**CAPTION:**

**Ratify staff action on a plat of Castaneda – Guerra Estates.** The ± 2.214-acre site is located ± 6,700 feet east of the intersection of FM 667 and White Rock Road, situated in the I. H. Lowe Survey, Abstract No. 613, Italy, 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. 186685

**APPLICANT(s):**  
Marian and Manuel Castaneda

**ATTACHMENTS:**

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

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

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
White Rock Rd.	Local (60')	30 ft.	Yes

**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
So. Ellis County WSC	2-inch	11/16/2023

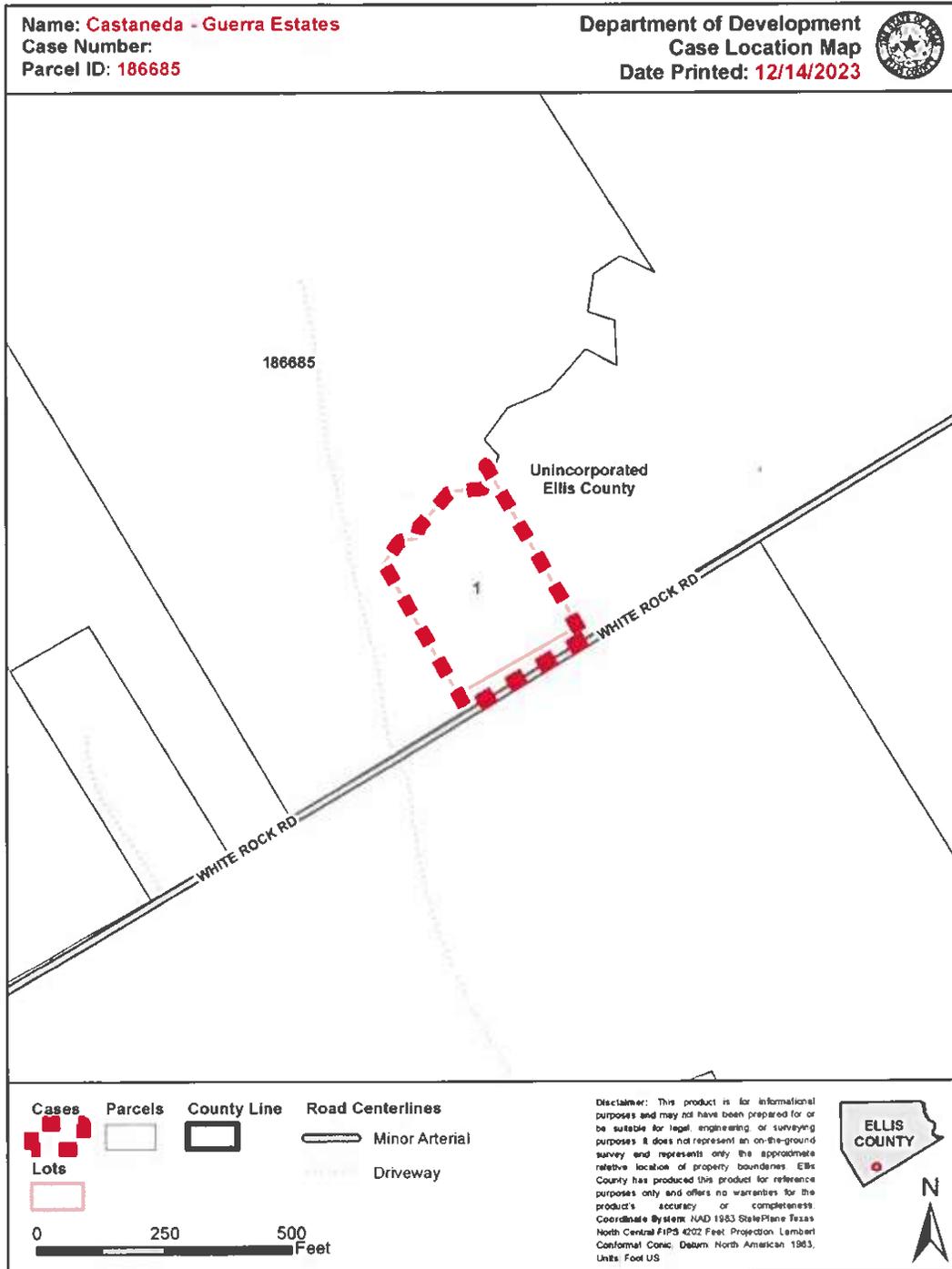
**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**

Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Commissioners Court’s ratification is needed to finalize the approval process for filing with the County Clerk’s Office.







DEPARTMENT OF DEVELOPMENT  
Ellis County  
109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
☎: 972-825-5200  
🌐: ellispermits.com

December 18, 2023

Marian and Manuel Castaneda  
PO Box 341  
Italy, TX 76651

**Re: Plat Application Submission Action for Castaneda – Guerra Estates (Parcel ID No. 186685)**

The Department of Development (DoD) received your plat application for Castaneda – Guerra Estates on December 4, 2023, for 1 proposed lot on ± 2.214 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Add a contact information block for the owner to the plat.
2. Add the lines (L1-L8) along the tributary to the plat drawing.
3. Revise the front utility easement (UE) to a drainage & utility easement (DUE).

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*

Sara Garcia  
Assistant Director / Planning Manager  
Ellis County Department of Development  
Phone: 972-825-5265      Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b>	<b>Maypearl Hidden Hills, Lot 48A Amending Plat Pct. No. 4 AGENDA ITEM NO. 1.8</b>		
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing			

**CAPTION:**

**Ratify staff action on an amending plat of Maypearl Hidden Hills, Lot 48.** The ± 1.720-acre site is located north of the intersection of Dubose Way & Sullivan Way, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, 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. 253904

**APPLICANT(s):**

Laura & Chris Palmer

**ATTACHMENTS:**

- 1) Location Map
- 2) Plat
- 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

The applicant requests to amend this plat to correct a scrivener or clerical error listed below from a previously filed replat approved by the Commissioners Court on April 25, 2017. The proposed amending plat affects one (1) lot within the subdivision, and no new lots are proposed. The following correction is proposed:

- Revise the side building line from 20 ft. to 10 ft.

The amending plat addresses the applicant's request, corrects the error, and meets the criteria established under Chapter 232.011 (a).

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

No right-of-way dedication is needed for this amending plat, as was shown on the previously approved plat.

**WATER SOURCE:**

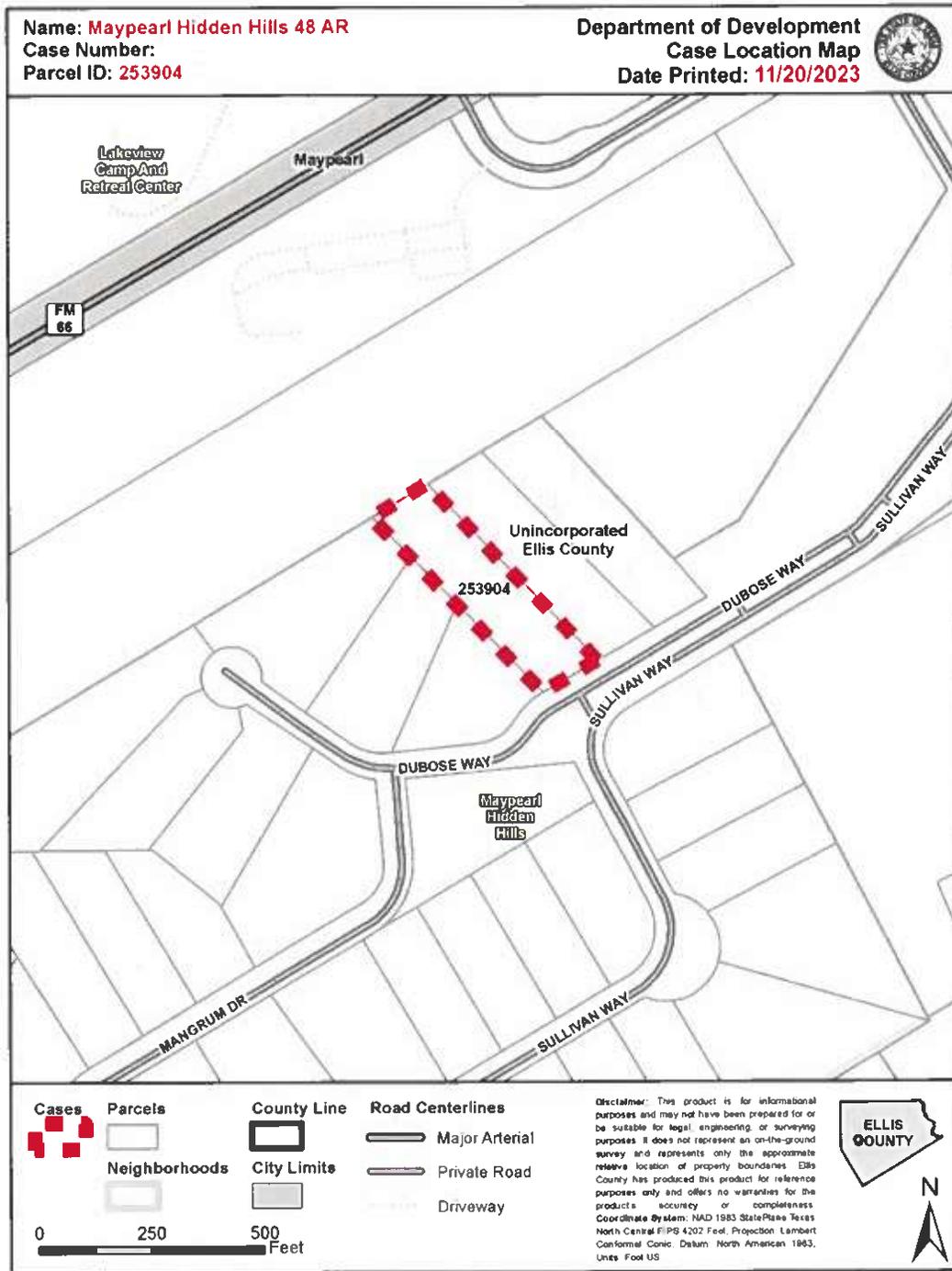
PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Buena Vista-Bethel	8-inch	12/7/2023

**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**

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





<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Woodard Farms Addition Phase 3 Final Plat</b> <b>Pct. No. 4</b> <b>AGENDA ITEM NO. 1.9</b>		

**CAPTION:**  
**Ratify staff action on a plat of Woodard Farms Addition, Phase 3.** The ± 6.413-acre site is located ± 1,750 feet west of the intersection of N Armstrong Road and Matthews Road, situated in the Adam T. Miller Survey, Abstract No. 716, Venus, 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. 188044

**APPLICANT(s):**  
 Tommy Woodard

**ATTACHMENTS:**

1) Location Map  
 2) Plat  
 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

1. The applicant wishes to plat the property to create three (3) lots for proposed residential use.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
N. Armstrong Rd.	Minor (80'-100')	40 ft.	Yes

**WATER SOURCE:**

PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Mt. Peak SUD	12-inch	11/16/2023

**NOTICE REQUIREMENTS (if applicable):**

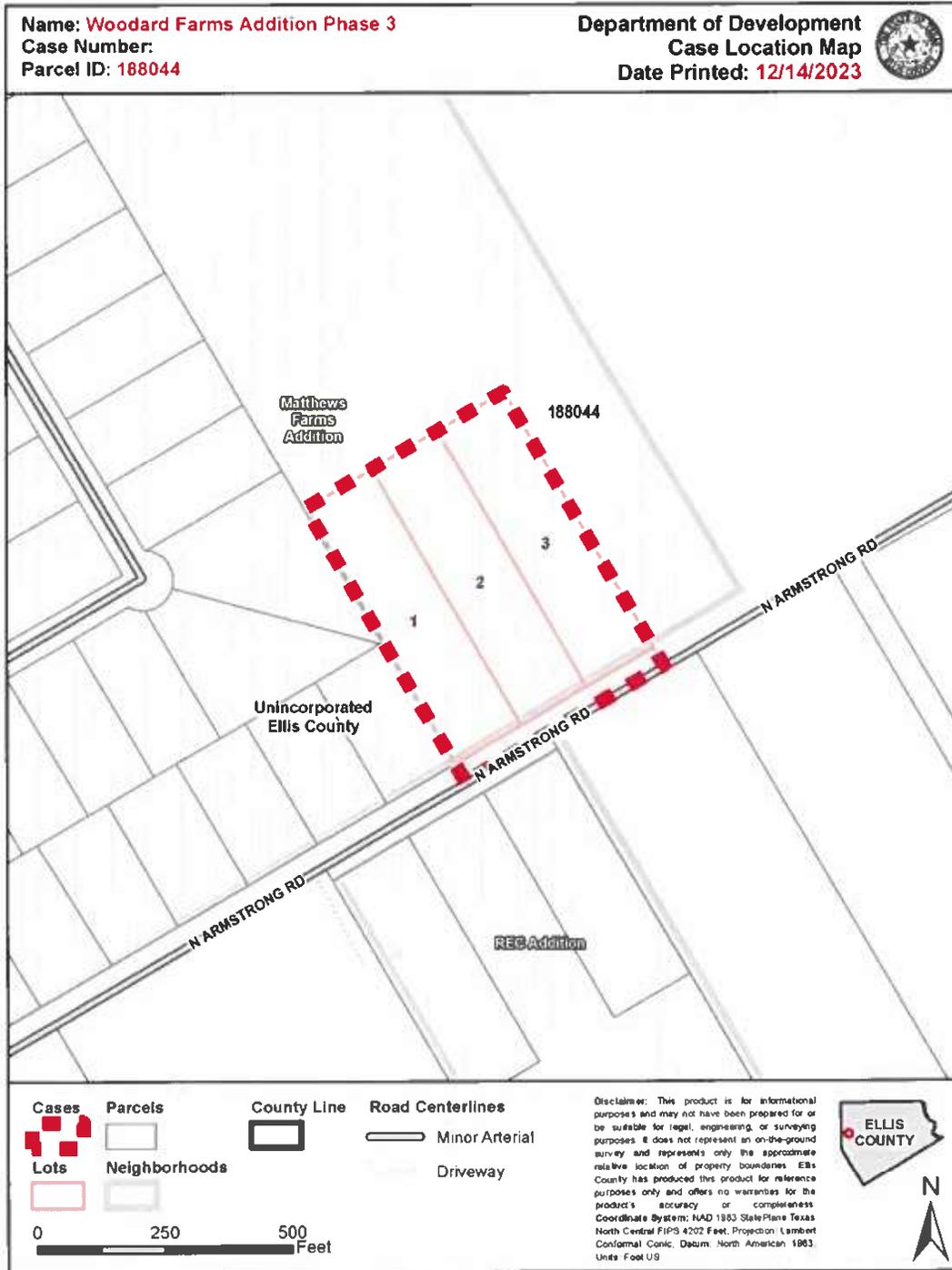
NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

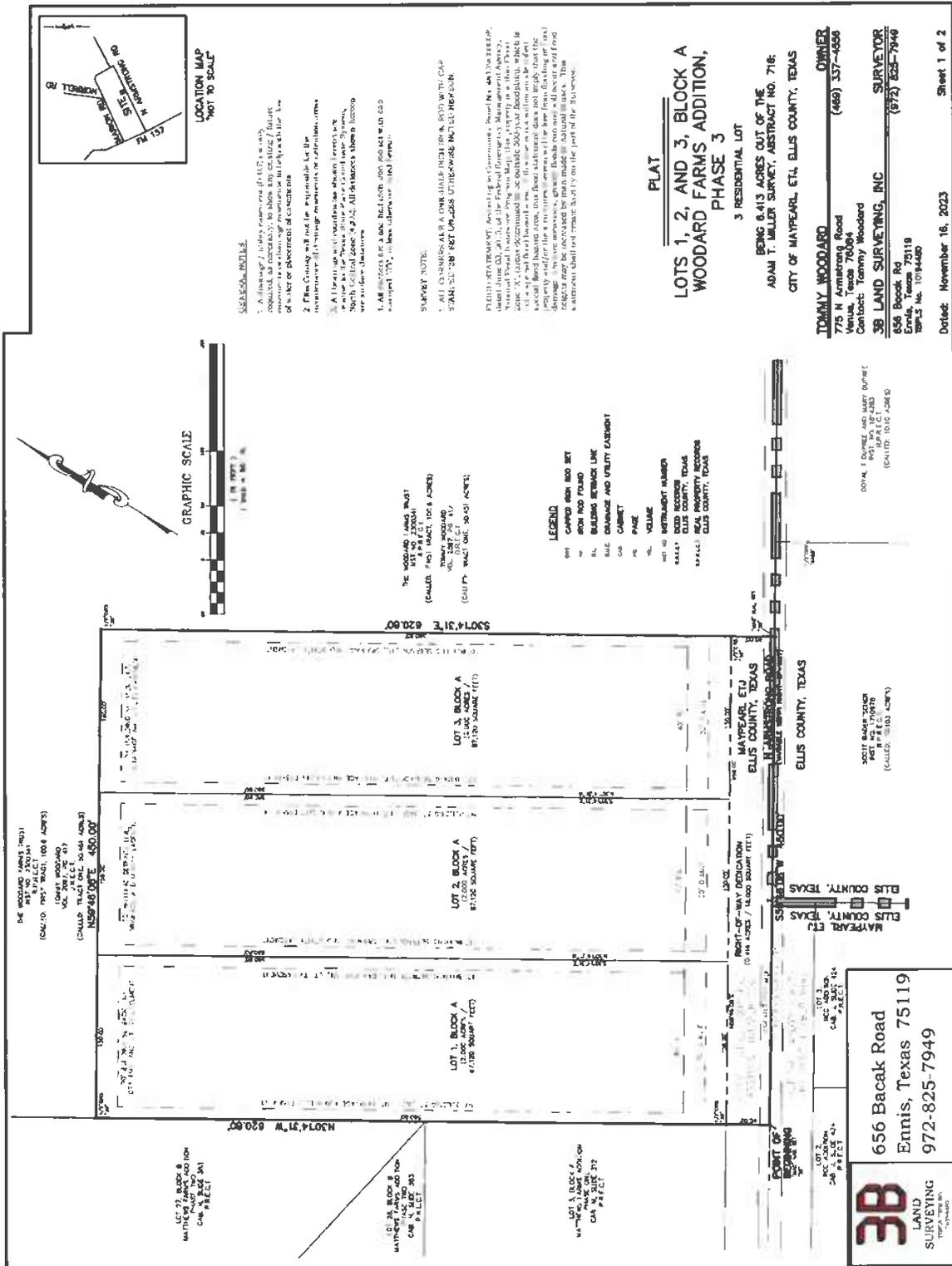
**ANALYSIS:**  
 Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Since the date of the approval letter, staff has confirmed that the applicant has met all of the conditions set forth, but since then, has added one (1) additional condition regarding drive cuts as it is located along a thoroughfare road.

- Only two (2) drive cuts shall be allowed for these three (3) lots. These will be determined by this applicant at the time of permitting.

Commissioners Court's ratification is needed to finalize the approval process for filing with the County Clerk's Office.







DEPARTMENT OF DEVELOPMENT  
Ellis County  
109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
☎: 972-825-5200  
🌐: ellispermits.com

December 18, 2023

Tommy Woodard  
775 N. Armstrong Rd.  
Venus, TX 76084

**Re: Plat Application Submission Action for Woodard Estates Phase 3 (Parcel ID No. 188044)**

The Department of Development (DoD) received your plat application for Woodard Estates Phase 3 on December 4, 2023, for 3 proposed lots on ± 6.413 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. In accordance with the County's subdivision regulations, fire hydrants must be installed with spacing not exceeding more than 450 ft prior to development & permitting of the second and third lot.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

Any documents submitted after this date and time will delay the filing of the plat and the issuance of associated permits. **A plat shall meet all the attached conditions, require ratification by the Ellis County Commissioners Court along with their signatures on the plat, and the submittal of the documentation listed below before it can be filed with the Ellis County Clerk's Office. Please note that the County will not issue permits until the plat is officially filed with the Clerk's Office.**

Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*

Sara Garcia  
Assistant Director / Planning Manager  
Ellis County Department of Development  
Phone: 972-825-5265 Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

<b>ELLIS COUNTY COMMISSIONERS COURT</b>		December 27, 2023	
<b>REPORTING DEPARTMENT:</b> <i>Department of Development (DoD)</i>			
<b>AGENDA TYPE</b> <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Public Hearing	<b>Hurtik Addition</b> <b>Pct. No. 4</b> <b>AGENDA ITEM NO. 1.10</b>		

**CAPTION:**  
**Ratify staff action on a plat of Hurtik Addition.** The ± 3.995-acre site is located ± 960 feet west of the intersection of Smith Road and Jackson Road, situated in the Margaret Cheek Survey, Abstract No. 219, in the extraterritorial jurisdiction (ETJ) of the City of Maypearl, 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. 181571

**APPLICANT(s):**  
 Colin Hurtik

**ATTACHMENTS:**

1) Location Map  
 2) Plat  
 3) Staff Review Letter

**STAFF RECOMMENDATION:**

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

**PROPOSAL & BACKGROUND INFORMATION:**

- The applicant wishes to plat the property to create one (1) lot for proposed residential use.
- The applicant intends to use water well as their primary source of water.

**RIGHT-OF-WAY OR THOROUGHFARE PLAN DEDICATION:**

ROADWAY	CLASSIFICATION	ROW DEDICATED	COMPLIANCE
Smith Road	Local (60')	30 ft.	Yes

**WATER SOURCE:**

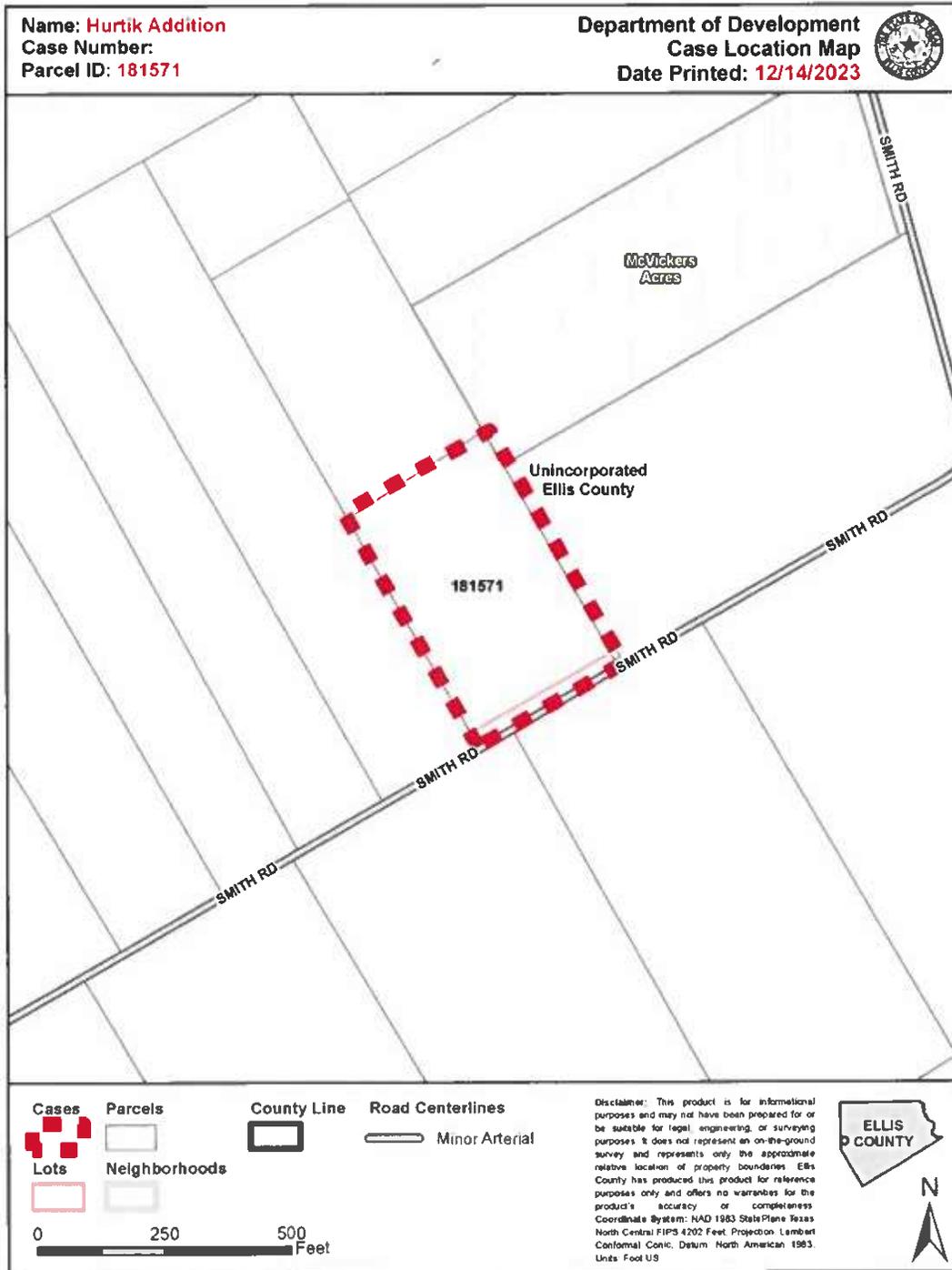
PROVIDER	LINE SIZE	AVAILABILITY CONFIRMED
Prairielands GCD	N/A	N/A

**NOTICE REQUIREMENTS (if applicable):**

NEWSPAPER	WEBSITE	SURROUNDING
N/A	N/A	N/A

**ANALYSIS:**  
 Staff reviewed this plat and **conditionally approved** it on December 18, 2023, with the conditions listed in Attachment No. 3.

Commissioners Court’s ratification is needed to finalize the approval process for filing with the County Clerk’s Office.







DEPARTMENT OF DEVELOPMENT  
Ellis County  
109 S. Jackson St. Waxahachie, TX 75165

✉: dod@co.ellis.tx.us  
☎: 972-825-5200  
🌐: ellispermits.com

December 18, 2023

Colin Hurtik  
770 Smith Road  
Maypearl, TX 76064

**Re: Plat Application Submission Action for Hurtik Addition (Parcel ID No. 181571)**

The Department of Development (DoD) received your plat application for Hurtik Addition on December 4, 2023, for 1 proposed lot on ± 3.995 acres. After staff review, the Director of Planning & Development approves\* this plat application, subject to meeting the following conditions and/or requirements:

1. Add Maypearl ETJ to the plat title block.
2. Add the following notes to the plat:
  - a. Lot 1 Block A of Hurtik Addition will use groundwater as the source of water supply. Each lot utilizing groundwater shall adhere to the requirements of the Prairielands Groundwater Conservation District (PGCD) and maintain their well registration.
  - b. In the event that the property is further subdivided, conveyed in part, or sold or in the event that a portion of the property is dedicated to public right of way or easement, the well owner must retain ownership of the acreage or groundwater rights necessary to maintain compliance with the minimum tract size and spacing requirements of the District Rules for a well registration or permit with PGCD to remain valid.
3. The second paragraph of the metes and bounds description contains a misspelling.
4. Precinct is misspelled for Commissioner Lane Grayson's signature line.
5. Ensure that the written scale matches the graphic scale on the plat.

As stated in the county's development regulations (Volume I, Section III), the ensuing step is final ratification from the Ellis County Commissioners Court at their next available meeting. Based on this cycle, your plat application is tentatively scheduled for action on **December 27, 2023**.

Staff will need the items listed below delivered to our office by no later than **December 22, 2023, by 1:00 PM**.

1. Five (5) revised sets of the plat on 18"x24" sheets with original stamps, seals, and signatures.

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Please contact me if you have any additional questions.

Thank you,

*Sara Garcia*  
Sara Garcia

Assistant Director / Planning Manager  
Ellis County Department of Development

Phone: 972-825-5265 Email: [Sara.garcia@co.ellis.tx.us](mailto:Sara.garcia@co.ellis.tx.us)

Cc: Alberto Mares, AICP, DR, CPM, Director of Planning & Development  
Crimilda Aguilar-McAdams, Permit & Planning Technician

*\*Any approval issued in error or item missed that does not conform to the adopted regulations does not invalidate said regulation & still requires compliance.*

# COMMISSIONERS COURT AGENDA REQUEST

2.1

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

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

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

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

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

**Please fill out this form completely:**

DATE: December 13, 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: December 27, 2023 Consent Agenda

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

Discussion, consideration, and action to approve an Interlocal agreement between the City of Italy 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 Italy, Texas ("City of Italy"), 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 11 day of December, 2023.

**CITY OF ITALY, TEXAS**

By: Bryant Cockran  
Bryant Cockran, Mayor  
161 W. Main St.  
Italy, Texas  
76651

**ATTEST:**

By: Amber Cunningham  
Amber Cunningham, City Secretary

# COMMISSIONERS COURT AGENDA REQUEST

2.2

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/17575/2023-2024-Commissioners-Court-Dates>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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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: December 18<sup>th</sup>, 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: December 27<sup>th</sup>, 2023

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

Discussion, consideration, and approval to modify Minute Order #477.23 a Request for Statement of Qualification (RFSQ) for a professional engineer or engineering firm to review the County's flood study to include other general engineering services as needed by the County.





Due to rising cost in manufacturing, pricing is not guaranteed until order is placed



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

End User: ELLIS COUNTY PCT 2

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: SILVERADO 1500 PPV 9C1

Date: November 10, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ **35,439.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10543	2024 SILVERADO 4WD CREW CAB	\$ 1,179.00			
	SHORT BOX 9C1 PPV		AMF	KEYLESS ENTRY 2 EXTRA	\$ 75.00
L84	ENGINE 5.3L ECO TECH V8	\$ 1,595.00	A2X	10 WAY DRIVER SEAT	\$ 290.00
9G8	DAYTIME HEADLAMP DELETE	\$ 50.00	V76	RECOVERY HOOKS FRONT FRAME	
G80	AUTO LOCKING REAR DIFF		ZLQ	WT FLEET CONVENIENCE PACKAGE	\$ 370.00
NZZ	SKID PLATES				
Z82	TRAILERING PACKAGE	\$ 395.00		Wheels, 20" x 9" Black painted steel	
	7" TOUCH SCREEN			Tires, 275/60R20SL all-terrain, blackwall	
8F2	BADGE DELETE				
<b>Total of B. Published Options:</b>					<b>\$ 3,954.00</b>

**Published Option Discount (5%) \$ (138.75)**

**C. Unpublished Options**

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH HOU	
		VINYL REAR	
		NO FACTORY CONSOLE OPTION **	
		UNIT ON ORDER WITH A VIN	
		151907	
		3GCUD4EDXRG175325	
<b>Total of C. Unpublished Options:</b>			<b>\$ -</b>

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 350.00

F. Contract Price Adjustment: 91C PPV / 4WD

\$ 11,995.00

G. Additional Delivery Charge: 212 miles

\$ 371.00

H. Subtotal:

\$ 51,970.25

I. Quantity Ordered 1 x H =

\$ 51,970.25

J. Trade in: \_\_\_\_\_

\$ -

K. \_\_\_\_\_

L. Total Purchase Price

\$ 51,970.25

# 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/17575/2023-2024-Commissioners-Court-Dates>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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**Please fill out this form completely:**

DATE: December 18<sup>th</sup>, 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: December 27<sup>th</sup>, 2023

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

Discussion, consideration, and approval for the County Judge to sign a one (1) year contract for jail maintenance with Texas Air Systems, LLC, utilizing Heritage Air Services, LLC, to perform the maintenance using TIPPS Contract #23010402.

**MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS**

Texas AirSystems  
 2800 NE Loop 820  
 Suite 600  
 Fort Worth, TX , 76137

Proposal Date: 10/23/2023  
 Agreement Number:  
 TIPS NON-JOC: 23010401  
 TIPS JOC: 23010402

Ph: (682) 402-9013 Fax:

<b>Bill To Identity</b>	<b>Agreement Location</b>
Ellis County Sheriff's Department 300 South Jackson Street Waxahachie, Texas 75165  Attn: Erik Test	Ellis County Sheriff's Department 300 South Jackson Street Waxahachie, Texas 75165  Attn: Erik Test

Texas AirSystems LLC will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM: SCHEDULES: \*Equipment Schedule \*Belts \*Air Filter Service**

Agreement coverage will commence on 10/05/2023.

The Agreement price is \$94,380.00 per year plus tax, payable in installments of \$23,595.00 per quarter beginning on the effective date of 11/05/2023.

This Agreement is the property of Texas AirSystems LLC and is provided for Customer's use only. Texas AirSystems LLC guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Texas AirSystems LLC**

**Customer**

\_\_\_\_\_  
 Signature Sales Consultant

\_\_\_\_\_  
 Signature (Authorized Representative)

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Name (Print)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## **Preventative Maintenance Program**

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for the Customer's review, approval signature and record.

### **WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**OBSERVE AND INSPECT:** On-Site labor, travel labor, and travel and living expenses required to visually INSPECT and OBSERVE the equipment to determine its operating condition and efficiency. Typical activities include:

\*INSPECTING for excessive vibration, fan rpm, refrigerant oil (acid), water condition, flue gas analysis, safety controls, crankcase heaters, combustion and draft, control system(s), etc.

\*OBSERVING for worn, failed, or doubtful parts, mountings, drive couplings, oil level, rotation, soot, flame composition and shape, pilot and igniter, steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** On-Site labor, travel labor, and travel and living expenses required to clean, align, tighten, calibrate, adjust, and lubricate equipment. These activities are intended to extend the equipment's life and assure proper operating condition and efficiency. Typical activities include:

\*CLEANING fan impellers & blade, coil surfaces, electrical contacts, burner orifices, passages and nozzles, pilot and igniter, cooling tower baffles, basin, sump and float, boiler, chiller, and condenser tubes.

\*ALIGNING belt drives, drive couplings, coil fins.

\*CALIBRATING safety controls, temperature, and pressure controls.

\*TIGHTENING electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, damper sections.

\*ADJUSTING belt tension, super heat, fan RPM, burner fuel/air ratios, gas pressure, control set points and limits, compressor cylinder unloaders, damper close-off, sump floats.

\*LUBRICATING motors, fan and damper bearings, valve stems, damper linkages, fan vane linkages.

## PREVENTATIVE MAINTENANCE TERMS AND CONDITIONS

1. Each of the Parties hereto specifically agrees that it has read this Agreement and agrees that it has full notice and knowledge of the terms, conditions, and effects of this Agreement and that it has had the opportunity to be represented by legal counsel of its choice prior to its execution of this Agreement. The Parties further recognize that certain terms of this Agreement result in one Party assuming the liability inherent in some aspects of the transaction and relieving the other Party of its responsibility for such liability. Each Party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Agreement on the basis that the Party had no notice or knowledge of such provision or that the provision is not conspicuous.
2. Ellis County Sheriff's Department shall permit Texas AirSystems LLC free and timely access to areas and allow Texas AirSystems LLC to start and stop as necessary to perform the Services. All planned work under this Agreement will be performed during Texas AirSystems LLC's normal working hours, Texas AirSystems LLC will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement unless, within the sole discretion of Texas AirSystems LLC, it is required to complete the Services.
3. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Texas AirSystems LLC rates then in effect) over the sum stated in this Agreement.
4. Ellis County Sheriff's Department shall permit only Texas AirSystems LLC personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Texas AirSystems LLC's personnel perform such work, Texas AirSystems LLC may, at its option, cancel this Agreement or eliminate the involved work from inclusion in this Agreement.
5. This Agreement does not include future repairs to the system(s), future provisions or installation of components or parts, or future service calls requested by Ellis County Sheriff's Department. If requested, these future services will be charged to Ellis County Sheriff's Department at Texas AirSystems LLC's rates then in effect.
6. All Services contemplated by this Agreement will be performed or rendered by Texas AirSystems LLC safely and with due diligence, in a good and workmanlike manner, using skilled, competent, and experienced workmen and supervisors, in accordance with standard industry practices and in accordance with any specifications or instructions of the Project. All Goods and Equipment will be free from defects and fit for their intended purpose.
7. Texas AirSystems LLC warrants that its HVACR Services will be done in a good and workmanlike manner free from defects in workmanship for a period of three (3) months from the date said work is performed. Only the manufacturer's warranty is provided on any Equipment and Goods, parts or materials provided in connection with the work. Texas AirSystems LLC's obligation for defective products and/or workmanship or any defect caused thereby, shall be limited to the manufacturer's warranty of any defective parts or workmanship and shall be conditional upon Texas AirSystems LLC receiving actual written notice of said facts within any applicable warranty period(s). **Texas AirSystems LLC MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
8. Texas AirSystems LLC's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes and materials are encountered, Texas AirSystems LLC's obligation will be to notify Ellis County Sheriff's Department of their existence. Texas AirSystems LLC shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

9. Texas AirSystems LLC expressly disclaims any and all responsibility and liability for the indoor air quality of Ellis County Sheriff's Department facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Texas AirSystems LLC work under this Agreement.

10. In the event of any dispute with Texas AirSystems LLC's invoices, the Company shall notify Texas AirSystems LLC of such dispute in writing within ten (10) calendar days of receipt of Texas AirSystems LLC's invoice. Ellis County Sheriff's Department payment of any Texas AirSystems LLC invoice waives and releases any rights or claims Ellis County Sheriff's Department may have to subsequently challenge the correctness of the charges contained therein.

11. Ellis County Sheriff's Department will promptly pay Invoices. Should a payment become thirty (30) days or more delinquent, Texas AirSystems LLC may stop all work under this Agreement without notice and/or cancel this Agreement and the entire Agreement amount shall become due and payable immediately upon demand before Texas AirSystems LLC will be required to complete the work. Ellis County Sheriff's Department hereby waives any and all existing and future claims and offsets against any payments or other amounts due under this Agreement and agrees to pay such payments and other amounts due regardless of any offset or claim which may be asserted by Ellis County Sheriff's Department on its behalf, including, but not limited to, claims for repairs, maintenance or warranty.

12. **NOTICE: By signing this document, Ellis County Sheriff's Department agrees to the payment of a finance charge for amounts that become more than 30 days delinquent.** All amounts due and payable in FULL within 10 calendar days upon completion of the work and/or receipt of an invoice or statement. After 30 days from the due date for any work completion, invoice or statement, any unpaid balances will be considered delinquent and shall be subject to a **FINANCE CHARGE** equal to One and one-half percent (1.50%) of the principal balance owed calculated each month until paid in full which is an **ANNUAL PERCENTAGE RATE** of interest equal to Eighteen Percent (18%).

13. Texas AirSystems LLC agrees to procure and maintain at its sole cost and expense, insurance of the types and amounts in accordance with industry standards with deductibles for the sole account of Texas AirSystems LLC, with solvent insurance companies authorized to do business in the jurisdictions where the Services and general operations are performed and which shall be maintained without interruption during the entire term of this Agreement.

14. The Parties shall have the right, in addition to any other rights or remedies it may have hereunder or by law to cancel this Agreement immediately upon the giving of written notice if a Party enters voluntary or involuntary bankruptcy or receivership proceedings, makes an assignment for the benefit of creditors, a change in ownership occurs, a Party engages in gross safety violations or violations of applicable federal or state laws, rules or regulations, or breaches this Agreement, including the non-payment of amounts due hereunder; however, the terms of this Agreement shall continue to apply to all Services in progress.

15. Upon the occurrence of an Event of Default and at any time thereafter, the non-defaulting Party at its option, may exercise any one or more of the following remedies: (a) terminate this Agreement upon written notice, without prejudice to any other remedies hereunder; and (b) exercise any other right or remedy available under applicable law, including proceeding by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement. It is expressly understood that none of the above remedies shall serve to limit or void the indemnity and other provisions or obligations of the Parties under this Agreement, including the specific provisions herein below.

16. In the event of a breach by Texas AirSystems LLC of performance under the terms of this Agreement, Ellis County Sheriff's Department sole remedy against Texas AirSystems LLC shall be for Texas AirSystems LLC to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Ellis County Sheriff's Department the amount paid to Texas AirSystems LLC under this Agreement. Notwithstanding the foregoing, in no event shall the liability of Texas AirSystems LLC in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Ellis County Sheriff's Department to Texas AirSystems LLC for those product or services.

17. Forum Selection; Jurisdiction; Venue; Choice of Law. Ellis County Sheriff's Department ACKNOWLEDGES THAT THIS AGREEMENT WAS SUBSTANTIALLY NEGOTIATED IN THE STATE OF TEXAS, THE AGREEMENT WAS SIGNED BY Ellis County Sheriff's Department IN THE STATE OF TEXAS AND DELIVERED BY Ellis County Sheriff's Department IN THE STATE OF TEXAS, ALL PAYMENTS WILL BE DELIVERED IN THE STATE OF TEXAS AND THERE ARE SUBSTANTIAL CONTACTS BETWEEN THE PARTIES AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THE STATE OF TEXAS. FOR PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HERETO HEREBY EXPRESSLY SUBMIT TO THE JURISDICTION AND VENUE OF ALL FEDERAL AND STATE COURTS LOCATED IN TAYLOR COUNTY, TEXAS. FURTHERMORE, Ellis County Sheriff's Department WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE OF THE ACTION, SUIT OR PROCEEDING IN TAYLOR COUNTY, TEXAS, IS IMPROPER.

18. Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages. Ellis County Sheriff's Department AND Texas AirSystems LLC HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, Ellis County Sheriff's Department HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES FROM Texas AirSystems LLC AND ANY OF ITS OFFICERS, DIRECTORS, OR EMPLOYEES. THE WAIVER BY Ellis County Sheriff's Department OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

19. The parties agree that, in the event that suit is filed by either of them based on or pertaining to this Agreement, they shall submit the dispute to mediation as described in the applicable section of the Texas Civil Practice and Remedies Code.

20. In the event of any judicial or other adversarial proceeding between the Parties concerning this Agreement, the prevailing party shall be entitled to recover its attorney's fees and other costs in addition to any other relief to which it may be entitled.

21. TO THE FULLEST EXTENT PERMITTED BY LAW, Ellis County Sheriff's Department SHALL INDEMNIFY AND HOLD HARMLESS Texas AirSystems LLC, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF Ellis County Sheriff's Department, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY Ellis County Sheriff's Department, OR ANYONE FOR WHOSE ACTS Ellis County Sheriff's Department MAY BE LIABLE, REGARDLESS OR WHETHER IT IS CAUSE IN PART BY THE NEGLIGENCE OF Ellis County Sheriff's Department. FURTHER AND NOTWITHSTANDING THE PRECEDING SENTENCE, Texas AirSystems LLC SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO Ellis County Sheriff's Department FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES RELATED TO MOLD OR THE CREATION OF MOLD AT Ellis County Sheriff's Department LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY OR REMOVE SUCH MOLD.

22. THIS AGREEMENT IS BETWEEN Texas AirSystems LLC AND Ellis County Sheriff's Department ALONE, AND NEITHER INTENDS THAT THERE BE ANY THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BY ENTERING INTO THIS AGREEMENT AND PROVIDING SERVICES ON Ellis County Sheriff's Department BEHALF, Texas AirSystems LLC IS NOT ASSUMING ANY DUTY OR OBLIGATION TO ANY OF Ellis County Sheriff's Department EMPLOYEES, VENDORS, CLIENTS, SUBCONTRACTORS, AGENTS, SHAREHOLDER, PARTNERS, OR MEMBERS. Ellis County Sheriff's Department AGREES TO INDEMNIFY AND HOLD Texas AirSystems LLC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, CLAIMS, COSTS, EXPENSES AND DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS'S FEES) INCURRED BY Texas AirSystems LLC BY REASON OF A CLAIM BROUGHT

**AGAINST Texas AirSystems LLC BY ANY OF Ellis County Sheriff's Department EMPLOYEES, VENDORS, CLIENTS, SUBCONTRACTORS, AGENTS, SHAREHOLDERS, PARTNERS OR MEMBERS WITH RESPECT TO THE PROJECT THE SUBJECT OF THIS AGREEMENT.**

23. The Parties agree that they will not assign this Agreement or any of the obligations with respect to the Goods, Equipment or Services without the prior written consent of the other Party (such consent shall not be unreasonably withheld).

24. The Parties agree to comply with all laws, rules, and regulations, which are now or may become applicable to the work or Services covered by this Agreement or arising out of the performance of such work or Services.

25. If any provision of this Agreement is found to violate any applicable law, rule or regulation, such provision shall be deemed to be modified to the extent required to comply with said law, rule or regulation, and this Agreement as so modified, shall remain in full force and effect.

26. The Parties agree to keep the terms and conditions of this Agreement and all information or documentation obtained by any Party in the conduct of Services performed under this Agreement confidential and agree that neither of them nor anyone on their behalf will disclose such information without the express written consent of the other. The Parties fully understand, acknowledge, and agree that this confidentiality provision is an essential part of this Agreement and that any breach of confidentiality will be breach of this Agreement.

27. All notices to be given pursuant to this Agreement shall be in writing and shall be sent to Ellis County Sheriff's Department and to the Texas AirSystems LLC at the addresses set forth in the preamble of this Agreement.

28. Each of the Parties hereto is an independent contractor and neither party is, nor shall be considered to be an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

29. Texas AirSystems LLC shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond its control, including civil commotion, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.

30. These terms and conditions, together with any exhibits or attachments, constitute the entire agreement and understanding among the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

31. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

32. Each party further agrees that it shall take any and all necessary steps, sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the Parties contained in this Agreement. Each party shall refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.

# Equipment Schedule

Assets							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 1	Temptrol	F-RD6	81910	2 HP		
1	AHU 10	Temptrol	F-RD1	Unknown	15 HP		
1	AHU 2	Temptrol	F-RD4	81911	2 HP		
1	AHU 3	Temptrol	F-RD6	81912	2 HP		
1	AHU 4	Temptrol	F-RD5	81913	2 HP		
1	AHU 5	Temptrol	F-RD10	81914	5 HP		
1	AHU 6	Temptrol	F-RD6	81916	2 HP		
1	AHU 7	Temptrol	F-RD4	81916	2 HP		
1	AHU 8	Temptrol	F-RD7	83012	2 HP		
1	AHU 9	Temptrol	F-RD6	81918	2 HP		
1	AHU-10-J	York	XTI-039X063-FAHA046A	AFVXT0129	5 HP		
1	AHU-1-J	York	XTI-042X060-FAJA046A	AFVM XT0120	7.5 HP		
1	AHU-2-J	York	XTI-042X060-FAJA046A	AFVM XT0121	7.5 HP		
1	AHU-3-J	York	XTI-048X075-FAKA046A	AFVM XT0122	10 HP		
1	AHU-4-J	York	XTI-045X063-FAJA046A	AFVM XT0123	7.5 HP		
1	AHU-5-J	York	XTI-042X060-FAJA046A	AFVM XT0124	7.5 HP		
1	AHU-6-J	York	XTI-045X063-FAJA046A	AFVM XT0125	7.5 HP		
1	AHU-7-J	York	XTI-045X063-FAJA046A	AFVM XT0126	7.5 HP		
1	AHU-8-J	York	XTI-036X051-FAHA046A	AFVM XT0127	5 HP		
1	AHU-9-J	York	XTI-045X069-FAJA046A	AFVM XT0128	7.5 HP		
1	CHLR 001	QUANTECH	QTC3140TSE46XFB SDTXHSXBLXCXX44 SE1XXXHXXXYA YCV0247PA46VAB	11552824281190	145 Ton		
1	CHLR 001	York	BXTXXXLXXXX42 SXXX QTC3140TSE48XFB SDTXHSXBLXCXX44	RGVM025147	145 Ton		
1	CHLR 002	QUANTECH	SE1XXXHXXXYAXG XXX3XXAMGS02XX XX	11552824281191	145 Ton		
1	Cooler 001	RDT	ZS1-2	09-08-2-4096	2 Ton		
1	Exhaust Fan 10	Greenheck	SFB-25-75	01H05519	7.5 HP		
1	Exhaust Fan 12	Greenheck	SFB-22-75	01H06838	7.5 HP		
1	Exhaust Fan 14	Greenheck	SFB-25-75	01H05520	7.5 HP		
1	Exhaust Fan 16	Greenheck	SFB-22-75	01H06839	7.5 HP		
1	Exhaust Fan 17	Greenheck	S8-141-7	01H10433	0.75 HP		
1	Exhaust Fan 18	Greenheck	GB-180-10	01H10434	1 HP		
1	Exhaust Fan 19	Greenheck	GB-180-10	01H10435	1 HP		
1	Exhaust Fan 2	Greenheck	SFB-25-75	01H05517	7.5 HP		
1	Exhaust Fan 20	Greenheck	GB-180HP-7	01H10436	1 HP		

1	Exhaust Fan 40	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 41	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 42	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 43	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 44	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 45	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 46	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 47	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 48	CentriMaster	OBR161L-26	Unknown	2 HP
1	Exhaust Fan 49	Unknown	Unknown	Unknown	7.5 HP
1	Exhaust Fan 51	Unknown	Unknown	Unknown	7.5 HP
1	Exhaust Fan 54	Unknown	Unknown	Unknown	7.5 HP
1	Exhaust Fan 56	Unknown	Unknown	Unknown	1 HP
1	Exhaust Fan 58	Unknown	Unknown	Unknown	1 HP
1	Exhaust Fan 6	Greenheck	SFB-25-75	01H05518	7.5 HP
1	Exhaust Fan 60	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 62	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 66	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 72	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 74	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 76	Acme	UD18G4	Unknown	0.5 HP
1	Exhaust Fan 78	CentriMaster	Unknown	Unknown	7.5 HP
1	Exhaust Fan 8	Greenheck	SFB-22-75	01H06837	7.5 HP
1	Exhaust Fan 80	CentriMaster	Unknown	Unknown	7.5 HP
1	Exhaust Fan 87	Unknown	Unknown	Unknown	1 HP
1	Exhaust Fan 89	Unknown	Unknown	Unknown	1 HP
1	Fan 10	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 11	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 12	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 13	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 14	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 15	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 16	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 17	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 18	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 19	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 2	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 20	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 21	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 22	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 23	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 24	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 25	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 26	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 27	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 28	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 29	CentriMaster	Unknown	Unknown	0.25 HP

1	Fan 3	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 30	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 31	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 33	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 34	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 35	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 4	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 5	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 50	CentriMaster	Unknown	Unknown	1 HP
1	Fan 64	Acme	Unknown	Unknown	1 HP
1	Fan 68	Acme	Unknown	Unknown	0.12 HP
1	Fan 7	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 70	Acme	Unknown	Unknown	1 HP
1	Fan 8	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan 9	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 2	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 6	Greenheck	GB-131-3-X	15233930	0.5 HP
1	Fan not numbered 3	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 4	CentriMaster	Unknown	Unknown	0.25 HP
1	Fan not numbered 5	Loren Cook	100C2B	0885686649000000 7010402	0.5 HP
1	Fan not numbered 7	Loren Cook	100 ACE	2855H29240	0.5 HP
1	Freezer 001	HEATCRAFT	LCH0055LCACZA03 00	T23C12026	2 Ton
1	Misc Equip 001				
1	New Side Fan EF- 1-J	Greenheck	GB-121-5-X	11731203 0906	0.75 HP
1	New Side Fan EF- 2-J	Greenheck	GB-121-5-X	11781204 0906	0.75 HP
1	New Side Fan EF- 3-J	Greenheck	GB-101-5-X	11781211 0906	0.75 HP
1	New Side Fan EF- 4-J	Greenheck	GB-121-5-X	11781205 0906	0.75 HP
1	New Side Fan EF- 6-J	Greenheck	GB-121-5-X	11781206 0906	0.75 HP
1	New Side Fan EF- 7-J	Greenheck	GB-121-5-X	11781207 0906	0.75 HP
1	New Side Fan EF Not Numbered	Greenheck	S-CUBE-121-5F	11781223 0906	0.75 HP
1	New Side Fan EF-11-J	Greenheck	CUBE-300-30-6	11781215 0906	0.75 HP
1	New Side Fan EF-12-J	Greenheck	CUBE-131-5F	11781216 0906	0.75 HP
1	New Side Fan SEF Not Numbered	Greenheck	S-CUBE-420-75F	11701220 0906	0.75 HP
1	New Side Fan SEF-1-J	Greenheck	S-CUBE-420-75F	11701217 0906	0.75 HP
1	New Side Fan SEF-2-J	Greenheck	S-CUBE-420-75F	11781218 0906	0.75 HP
1	New Side Fan SEF-4-J	Greenheck	S-CUBE-420-75F	11781219 0906	0.75 HP
1	New Side Fan SEF-5-J	Greenheck	GB-141-5-X	11781214 0906	0.75 HP
1	New Side Fan SEF-6-J	Greenheck	S-CUBE-420-75F	11701221 0906	0.75 HP
1	New Side Fan SEF-7-J	Greenheck	S-CUBE-420-75F	11281222 0906	0.75 HP
1	PKG 001	Carrier	50TC- D09A2A6A0A0A0	0317P30954	8.5 Ton
1	PKG 002	Carrier	50TC- D09A2A6A0A0A0	1316P62977	8.5 Ton
1	PKG 003	Carrier	50KC- A05A2A6A0A0A0	3517C56344	4 Ton
1	PKG 004	Carrier	50KC- A05A2A6A0A0A0	3517C56345	4 Ton

1	PKG 005	Carrier	50KC- A05A2A6A0A0A0	3517C56339	4 Ton	
1	PKG 006	Carrier	50KC- A05A2A6A0A0A0	3517C56340	4 Ton	
1	PKG 007	Carrier	50TC- D14A2A6A0A0A0	0412640389	12.5 Ton	
1	PKG 008	Carrier	50KC- A05A2A6A0A0A0	0617C62215	4 Ton	
1	PKG 009	Carrier	50KC- A05A2A6A0A0A0	0617C62213	4 Ton	
1	PKG 010	Carrier	50KC- A05A2A6A0A0A0	3417C55309	4 Ton	
1	PKG 011	Carrier	50KC- A05A2A6A0A0A0	0217C59307	4 Ton	
1	PKG 012	Carrier	50TC- D14A2A6A0A0A0	3017P36665	12.5 Ton	
1	PKG 013	Carrier	50KC- A05A2A6A0A0A0	3417C55744	4 Ton	
1	PKG 014	Carrier	50KC- A05A2A6A0A0A0	3417C55743	4 Ton	
1	PKG 015	Carrier	50TC- D14A2A6A0A0A0	2417P30771	12.5 Ton	
1	PKG 016	Carrier	50TC- D09A2A6A0A0A0	0317P30951	8.5 Ton	
1	PKG 017	Aaon	RO-006-3-M-FA09- 112	20142-A	6 Ton	
1	PKG 018	Carrier	50TC- D09A2A6A0A0A0	4116P39572	8.5 Ton	
1	PKG 019	Carrier	50TC- D09A2A6A0A0A0	1411G50479	8.5 Ton	
1	REF 001	Manitowoc	IYT1500A-261A	1120641338	500 LBS Per Day	
1	SPLT LEC 1	Carrier	FE4ANF003 / 24APA736A300	0411A67749 / 4910E07349	3 Ton	
1	SPLT LEC 2	Carrier	FE4ANB006 / 24APA760A310	0111A85622 / 0411E22945	5 Ton	
1	SPLT LEC 3	Carrier	FE4ANB006 / 24APA760A310	0411A86049 / 0411E22938	5 Ton	
1	SPLT LEC 4	Carrier	FE4ANF003 / 24APA736A300	0411A67751 / 4910E15344	3 Ton	
1	SPLT LEC 5	Carrier	FE4ANB006 / 24APA760A310	0411A86075 / 5110E16572	5 Ton	
1	SPLTCND 001	Liebert	PFH037A-PH7	1023N198874	3 Ton	Dispatch
1	SPLTCND 002	Carrier	24ABB360A620	2717E03506	3 Ton	
1	SPLTCND 003	Carrier	24ABB360A620	2817E25133	3 Ton	
1	SPLTCND 004	Carrier	24ABB348A510	3117E04160	4 Ton	
1	SPLTCND 005	Carrier	24ABB348A00610 11	3217E17733	4 Ton	
1	SPLTCND 006	Carrier	24ABB360A00620 11	2717E03509	3 Ton	
1	SPLTCND 007	Carrier	24ABB360A00620 11	2817E25137	3 Ton	
1	Supply Fan 1	Greenheck	SFB-25-75	01H05521	7.5 HP	
1	Supply Fan 11	Greenheck	SFB-22-75	01H08099	7.5 HP	
1	Supply Fan 13	Greenheck	SFB-25-75	01H05524	7.5 HP	
1	Supply Fan 15	Greenheck	SFB-22-75	01H08100	7.5 HP	
1	Supply Fan 3	Greenheck	SFB-22-75	01H08097	7.5 HP	
1	Supply Fan 5	Greenheck	SFB-25-75	01H05522	7.5 HP	
1	Supply Fan 52	CentriMaster	Unknown	Unknown	2 HP	
1	Supply Fan 53	CentriMaster	Unknown	Unknown	2 HP	
1	Supply Fan 55	CentriMaster	Unknown	Unknown	7.5 HP	
1	Supply Fan 57	CentriMaster	Unknown	Unknown	2 HP	

1	Supply Fan 59	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 61	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 63	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 65	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 67	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 69	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 7	Greenheck	SFB-22-75	01H08098	7.5 HP
1	Supply Fan 71	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 73	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 75	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 77	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 79	CentriMaster	Unknown	Unknown	7.5 HP
1	Supply Fan 81	CentriMaster	Unknown	Unknown	7.5 HP
1	Supply Fan 88	CentriMaster	Unknown	Unknown	2 HP
1	Supply Fan 9	Greenheck	SFB-25-75	01H05523	7.5 HP
1	Supply Fan 90	CentriMaster	Unknown	Unknown	2 HP

## Air Filter Service

Assets					
Unit	Qty	Changes/Yr	Size		Type
AHU 1	2	4	12 x 24 x 2		Pleated
AHU 1	2	4	24 x 24 x 2		Pleated
AHU 10	9	4	24 x 24 x 2		Pleated
AHU 10	3	4	12 x 24 x 2		Pleated
AHU 2	1	4	12 x 24 x 2		Pleated
AHU 2	1	4	24 x 24 x 2		Pleated
AHU 3	2	4	24 x 24 x 2		Pleated
AHU 3	2	4	12 x 24 x 2		Pleated
AHU 4	2	4	12 x 24 x 2		Pleated
AHU 4	2	4	24 x 24 x 2		Pleated
AHU 5	3	4	12 x 24 x 2		Pleated
AHU 5	2	4	24 x 24 x 2		Pleated
AHU 6	2	4	24 x 24 x 2		Pleated
AHU 6	2	4	12 x 24 x 2		Pleated
AHU 7	1	4	24 x 24 x 2		Pleated
AHU 7	1	4	12 x 24 x 2		Pleated
AHU 8	2	4	12 x 24 x 2		Pleated
AHU 8	2	4	24 x 24 x 2		Pleated
AHU 9	2	4	24 x 24 x 2		Pleated
AHU 9	2	4	12 x 24 x 2		Pleated
AHU-10-J	4	4	12 x 24 x 2		Pleated
AHU-10-J	8	4	20 x 24 x 2		Pleated
AHU-1-J	8	4	12 x 24 x 2		Pleated
AHU-2-J	8	4	12 x 24 x 2		Pleated
AHU-3-J	12	4	16 x 20 x 2		Pleated
AHU-4-J	4	4	20 x 24 x 2		Pleated
AHU-4-J	4	4	12 x 24 x 2		Pleated
AHU-5-J	8	4	12 x 24 x 2		Pleated
AHU-6-J	4	4	20 x 24 x 2		Pleated
AHU-6-J	4	4	12 x 24 x 2		Pleated
AHU-7-J	4	4	20 x 24 x 2		Pleated
AHU-7-J	4	4	12 x 24 x 2		Pleated
AHU-8-J	2	4	16 x 20 x 2		Pleated
AHU-8-J	2	4	12 x 24 x 2		Pleated
AHU-9-J	2	4	16 x 20 x 2		Pleated
AHU-9-J	12	4	16 x 20 x 2		Pleated
Misc Filters 001	3	4	20 x 20 x 1		Pleated
Misc Filters 002	10	4	20 x 20 x 1		Pleated
Misc Filters 003	3	4	20 x 20 x 1		Pleated
PKG 001	4	4	20 x 20 x 2		Pleated
PKG 002	4	4	20 x 20 x 2		Pleated
PKG 003	2	4	16 x 25 x 2		Pleated

**Assets**

PKG 004	2	4	16 x 25 x 2	Pleated
PKG 005	2	4	16 x 25 x 2	Pleated
PKG 006	2	4	16 x 25 x 2	Pleated
PKG 007	4	4	20 x 20 x 2	Pleated
PKG 008	2	4	16 x 25 x 2	Pleated
PKG 009	2	4	16 x 25 x 2	Pleated
PKG 010	2	4	16 x 25 x 2	Pleated
PKG 011	2	4	16 x 25 x 2	Pleated
PKG 012	4	4	20 x 20 x 2	Pleated
PKG 013	2	4	16 x 25 x 2	Pleated
PKG 014	2	4	16 x 25 x 2	Pleated
PKG 015	4	4	20 x 20 x 2	Pleated
PKG 016	4	4	20 x 20 x 2	Pleated
PKG 017	2	4	20 x 20 x 2	Pleated
PKG 018	4	4	20 x 20 x 2	Pleated
PKG 019	4	4	20 x 20 x 2	Pleated
SPLT LEC 1	1	4	20 x 20 x 1	Pleated
SPLT LEC 2	1	4	20 x 25 x 1	Pleated
SPLT LEC 3	1	4	20 x 25 x 1	Pleated
SPLT LEC 4	1	4	20 x 20 x 1	Pleated
SPLT LEC 5	1	4	20 x 25 x 1	Pleated
SPLTCND 001	10	4	20 x 20 x 1	Pleated

## Belt Service

Assets					
Unit	Qty	Changes/Yr	Size	Type	
AHU 1	1	1	AX32	AX	
AHU 10	2	1	5VX589	AX	
AHU 2	1	1	AX32	AX	
AHU 3	1	1	AX34	AX	
AHU 4	1	1	AX34	AX	
AHU 5	2	1	BX55	BX	
AHU 6	1	1	AX32	AX	
AHU 7	1	1	AX32	AX	
AHU 8	1	1	AX39	AX	
AHU 9	1	1	AX34	AX	
AHU-10-J	2	1	BX48	BX	
AHU-1-J	2	1	BX42	BX	
AHU-2-J	2	1	BX42	BX	
AHU-3-J	2	1	BX48	BX	
AHU-4-J	2	1	BX48	BX	
AHU-5-J	2	1	AX48	AX	
AHU-6-J	1	1	BX46	BX	
AHU-7-J	1	1	BX51	BX	
AHU-8-J	2	1	AX60	AX	
AHU-9-J	2	1	AX49	AX	
Exhaust Fan 10	1	1	A75	A	
Exhaust Fan 12	1	1	A69	A	
Exhaust Fan 14	1	1	A75	A	
Exhaust Fan 16	1	1	A69	A	
Exhaust Fan 17	1	1	A26	A	
Exhaust Fan 18	1	1	A26	A	
Exhaust Fan 19	1	1	A26	A	
Exhaust Fan 2	1	1	A75	A	
Exhaust Fan 20	1	1	A26	A	
Exhaust Fan 40	1	1	A31	A	
Exhaust Fan 41	1	1	A31	A	
Exhaust Fan 42	1	1	A31	A	
Exhaust Fan 43	1	1	A31	A	
Exhaust Fan 44	1	1	A31	A	
Exhaust Fan 45	1	1	A31	A	
Exhaust Fan 46	1	1	A31	A	
Exhaust Fan 47	1	1	A31	A	
Exhaust Fan 48	1	1	A31	A	
Exhaust Fan 6	1	1	A75	A	
Exhaust Fan 8	1	1	A69	A	
Fan 50	1	1	4L200	4L	
Fan not numbered 6	1	1	AP20	AX	

## Assets

Fan not numbered 5	1	1	4L200	4L
Fan not numbered 7	1	1	4L230	4L
New Side Fan EF- 1-J	1	1	A26	A
New Side Fan EF- 2-J	1	1	AX26	AX
New Side Fan EF- 3-J	1	1	AX26	AX
New Side Fan EF- 4-J	1	1	AX26	AX
New Side Fan EF- 6-J	1	1	AX26	AX
New Side Fan EF- 7-J	1	1	AX26	AX
New Side Fan EF Not Numbered	2	1	4L220	4L
New Side Fan EF-11-J	2	1	AX48	AX
New Side Fan EF-12-J	1	1	Gates XL 10A0545	B
New Side Fan SEF Not Numbered	2	1	AP71	A
New Side Fan SEF-1-J	2	1	AP71	A
New Side Fan SEF-2-J	2	1	AP71	A
New Side Fan SEF-4-J	2	1	AP71	A
New Side Fan SEF-5-J	1	1	AX26	AX
New Side Fan SEF-6-J	2	1	AP71	A
New Side Fan SEF-7-J	2	1	AP71	A
PKG 001	1	1	AX48	AX
PKG 002	1	1	AX48	AX
PKG 003	1	1	AX39	AX
PKG 004	1	1	AX39	AX
PKG 005	1	1	AX39	AX
PKG 006	1	1	AX39	AX
PKG 007	1	1	AX48	AX
PKG 008	1	1	AX39	AX
PKG 009	1	1	AX39	AX
PKG 010	1	1	AX39	AX
PKG 011	1	1	AX39	AX
PKG 012	1	1	AX48	AX
PKG 013	1	1	AX39	AX
PKG 014	1	1	AX39	AX
PKG 015	1	1	AX48	AX
PKG 016	1	1	AX48	AX
PKG 018	1	1	AX48	AX
PKG 019	1	1	AX48	AX
Supply Fan 1	1	1	A75	A
Supply Fan 11	1	1	A69	A
Supply Fan 13	1	1	A75	A
Supply Fan 15	2	1	A69	A
Supply Fan 3	1	1	A69	A
Supply Fan 5	1	1	A75	A
Supply Fan 7	1	1	A69	A
Supply Fan 9	1	1	A75	A

# COMMISSIONERS COURT AGENDA REQUEST

2.5

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/17575/2023-2024-Commissioners-Court-Dates>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

**Please fill out this form completely:**

DATE: December 18<sup>th</sup>, 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: December 27<sup>th</sup>, 2023

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

Discussion, consideration, and approval for the County Judge to sign a five (5) year contract with Axon Enterprise, Inc., for body cameras and related equipment for Ellis County Constable Precinct 2 in an amount of \$27,196.20 to be paid in annual installments using BuyBoard Contract #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-527418-45279.879RS

Issued: 12/19/2023  
 Quote Expiration: 12/28/2023  
 Estimated Contract Start Date: 03/01/2024  
 Account Number: 512418  
 Payment Terms: N30  
 Delivery Method:

SHIP TO	BILL TO
Ellis County Constable Pct.2 - TX 701 S Interstate Highway 35 E Waxahachie, TX 75165-4702 USA	Ellis County Constable Pct.2 - TX 109 S Jackson St Waxahachie TX 75165-3745 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Casey Borders Phone: 972-825-5027 Email: casey.borders@co.ellis.tx.us Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	\$27,196.20
<b>ESTIMATED TOTAL W/ TAX</b>	\$27,196.20

**Discount Summary**

Average Savings Per Year	\$548.64
<b>TOTAL SAVINGS</b>	\$2,743.20

**Payment Summary**

Date	Subtotal	Tax	Total
Feb 2024	\$2,719.64	\$0.00	\$2,719.64
Feb 2025	\$6,119.14	\$0.00	\$6,119.14
Feb 2026	\$6,119.14	\$0.00	\$6,119.14
Feb 2027	\$6,119.14	\$0.00	\$6,119.14
Feb 2028	\$6,119.14	\$0.00	\$6,119.14
<b>Total</b>	<b>\$27,196.20</b>	<b>\$0.00</b>	<b>\$27,196.20</b>

Quote Unbundled Price: \$29,939.40  
 Quote List Price: \$29,053.80  
 Quote Subtotal: \$27,196.20

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3B	Fleet 3 Basic	3	60	\$166.33	\$161.41	\$151.09	\$27,196.20	\$0.00	\$27,196.20
<b>Total</b>							<b>\$27,196.20</b>	<b>\$0.00</b>	<b>\$27,196.20</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS-5YR NETCLOUD	3	03/01/2024
Fleet 3 Basic	71200	FLEET ANT. AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	03/01/2024
Fleet 3 Basic	72048	FLEET SIM INSERTION, ATT	3	03/01/2024

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	3	03/01/2024	02/28/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	03/01/2024	02/28/2029

**Services**

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	3

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	03/01/2025	02/28/2029

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	3	\$2,719.64	\$0.00	\$2,719.64
<b>Total</b>				<b>\$2,719.64</b>	<b>\$0.00</b>	<b>\$2,719.64</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	3	\$6,119.14	\$0.00	\$6,119.14
<b>Total</b>				<b>\$6,119.14</b>	<b>\$0.00</b>	<b>\$6,119.14</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	3	\$6,119.14	\$0.00	\$6,119.14
<b>Total</b>				<b>\$6,119.14</b>	<b>\$0.00</b>	<b>\$6,119.14</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	3	\$6,119.14	\$0.00	\$6,119.14
<b>Total</b>				<b>\$6,119.14</b>	<b>\$0.00</b>	<b>\$6,119.14</b>

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	3	\$6,119.14	\$0.00	\$6,119.14
<b>Total</b>				<b>\$6,119.14</b>	<b>\$0.00</b>	<b>\$6,119.14</b>

**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.**

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## 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](http://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](http://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

12/19/2023



# COMMISSIONERS COURT AGENDA REQUEST

26

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/17575/2023-2024-Commissioners-Court-Dates>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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**Please fill out this form completely:**

DATE: December 18<sup>th</sup>, 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: December 27<sup>th</sup>, 2023

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

Discussion, consideration, and approval for the County Judge to sign a five (5) year contract with Axon Enterprise, Inc., for body cameras, tasers, and related equipment for Ellis County Constable Precinct 3 in an amount of \$25,125.22 to be paid in annual installments using BuyBoard Contract #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-537970-45279.873RS

Issued: 12/19/2023

Quote Expiration: 12/28/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 470852

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Ellis County Constable Pct. 3 - TX 101 W Main St Waxahachie, TX 75165-0405 USA	Ellis County Constable Pct. 3 - TX 101 W Main St Waxahachie TX 75165-0405 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Curtis Polk, Jr. Phone: (972) 825-5006 Email: curtis.polk,jr@co.ellis.tx.us Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	\$25,125.22
<b>ESTIMATED TOTAL W/ TAX</b>	\$25,125.22

**Discount Summary**

Average Savings Per Year	\$2,537.22
<b>TOTAL SAVINGS</b>	\$12,686.09

**Payment Summary**

Date	Subtotal	Tax	Total
Feb 2024	\$5,025.06	\$0.00	\$5,025.06
Feb 2025	\$5,025.04	\$0.00	\$5,025.04
Feb 2026	\$5,025.04	\$0.00	\$5,025.04
Feb 2027	\$5,025.04	\$0.00	\$5,025.04
Feb 2028	\$5,025.04	\$0.00	\$5,025.04
<b>Total</b>	<b>\$25,125.22</b>	<b>\$0.00</b>	<b>\$25,125.22</b>

Quote Unbundled Price: \$37,811.31  
 Quote List Price: \$32,640.27  
 Quote Subtotal: \$25,125.22

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$976.64)	(\$976.64)	\$0.00	(\$976.64)
100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	3	3		\$45.36	\$45.36	\$408.24	\$0.00	\$408.24
T-0Cert	TASER 10 Certification Bundle	3	57	\$106.07	\$75.83	\$75.83	\$12,966.93	\$0.00	\$12,966.93
<b>A la Carte Hardware</b>									
H00001	ABA4 Camera Bundle	3	60		\$849.00	\$4.72	\$849.00	\$0.00	\$849.00
H00002	ABA4 Multi Bay Dock Bundle	1	60		\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	60		\$0.60	\$0.60	\$2,160.00	\$0.00	\$2,160.00
ProLicense	Pro License Bundle	1	60		\$42.31	\$42.25	\$2,535.00	\$0.00	\$2,535.00
BasicLicense	Basic License Bundle	2	60		\$16.27	\$16.25	\$1,950.00	\$0.00	\$1,950.00
<b>A la Carte Services</b>									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$5,180.49	\$5,180.49	\$0.00	\$5,180.49
<b>A la Carte Warranties</b>									
80398	EXT WARRANTY, X26P HANDLE	2	3		\$8.70	\$8.70	\$52.20	\$0.00	\$52.20
<b>Total</b>							<b>\$25,125.22</b>	<b>\$0.00</b>	<b>\$25,125.22</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	3	02/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	4	02/01/2024
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	4	02/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	02/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR A63 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	3	05/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	3	05/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	1	05/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	05/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	05/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	60	05/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	20	05/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	2	05/01/2024
TASER 10 Certification Bundle	100616	TASER 10 BLACKHAWK HOLSTER, RH	3	05/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	05/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	3	05/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	1	05/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	05/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR A63 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	05/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	05/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	05/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	05/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	10	05/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	20	05/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	10	05/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	20	05/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	20	05/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	10	05/01/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	10	05/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2	03/01/2024	02/28/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	2	03/01/2024	02/28/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3	03/01/2024	02/28/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	03/01/2024	02/28/2029
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	03/01/2024	02/28/2029
TASER 10 Certification Bundle	20248	TASER - EVIDENCE.COM LICENSE	3	06/01/2024	02/28/2029
TASER 10 Certification Bundle	20248	TASER - EVIDENCE.COM LICENSE	1	06/01/2024	02/28/2029

### Services

Bundle	Item	Description	QTY
			Q-537970-45279.873RS

**Services**

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	3
A la Carte	80146	VIRTUAL BODYCAM STARTER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80398	EXT WARRANTY, X26P HANDLE	2	03/01/2024	05/31/2024
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	3	05/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3	05/01/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	05/01/2025	02/28/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	05/01/2025	02/29/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$195.33)	\$0.00	(\$195.33)
Year 1	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	3	\$81.65	\$0.00	\$81.65
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	\$432.00	\$0.00	\$432.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	80398	EXT WARRANTY, X26P HANDLE	2	\$10.44	\$0.00	\$10.44
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,036.11	\$0.00	\$1,036.11
Year 1	BasicLicense	Basic License Bundle	2	\$390.00	\$0.00	\$390.00
Year 1	H00001	AB4 Camera Bundle	3	\$169.80	\$0.00	\$169.80
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
Year 1	T10Cert	TASER 10 Certification Bundle	3	\$2,593.39	\$0.00	\$2,593.39
<b>Total</b>				<b>\$5,025.06</b>	<b>\$0.00</b>	<b>\$5,025.06</b>

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$195.33)	\$0.00	(\$195.33)
Year 2	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	3	\$81.65	\$0.00	\$81.65
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	\$432.00	\$0.00	\$432.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	80398	EXT WARRANTY, X26P HANDLE	2	\$10.44	\$0.00	\$10.44
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,036.09	\$0.00	\$1,036.09
Year 2	BasicLicense	Basic License Bundle	2	\$390.00	\$0.00	\$390.00
Year 2	H00001	AB4 Camera Bundle	3	\$169.80	\$0.00	\$169.80
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
Year 2	T10Cert	TASER 10 Certification Bundle	3	\$2,593.39	\$0.00	\$2,593.39
<b>Total</b>				<b>\$5,025.04</b>	<b>\$0.00</b>	<b>\$5,025.04</b>

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$195.33)	\$0.00	(\$195.33)
Year 3	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	3	\$81.65	\$0.00	\$81.65
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	\$432.00	\$0.00	\$432.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	80398	EXT WARRANTY, X26P HANDLE	2	\$10.44	\$0.00	\$10.44
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,036.09	\$0.00	\$1,036.09
Year 3	BasicLicense	Basic License Bundle	2	\$390.00	\$0.00	\$390.00
Year 3	H00001	AB4 Camera Bundle	3	\$169.80	\$0.00	\$169.80
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
Year 3	T10Cert	TASER 10 Certification Bundle	3	\$2,593.39	\$0.00	\$2,593.39
<b>Total</b>				<b>\$5,025.04</b>	<b>\$0.00</b>	<b>\$5,025.04</b>

**Feb 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$195.33)	\$0.00	(\$195.33)
Year 4	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	3	\$81.65	\$0.00	\$81.65
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	\$432.00	\$0.00	\$432.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	80398	EXT WARRANTY, X26P HANDLE	2	\$10.44	\$0.00	\$10.44
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,036.09	\$0.00	\$1,036.09
Year 4	BasicLicense	Basic License Bundle	2	\$390.00	\$0.00	\$390.00
Year 4	H00001	AB4 Camera Bundle	3	\$169.80	\$0.00	\$169.80
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
Year 4	T10Cert	TASER 10 Certification Bundle	3	\$2,593.39	\$0.00	\$2,593.39
<b>Total</b>				<b>\$5,025.04</b>	<b>\$0.00</b>	<b>\$5,025.04</b>

**Feb 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$195.33)	\$0.00	(\$195.33)
Year 5	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	3	\$81.65	\$0.00	\$81.65
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	\$432.00	\$0.00	\$432.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	80398	EXT WARRANTY, X26P HANDLE	2	\$10.44	\$0.00	\$10.44
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,036.09	\$0.00	\$1,036.09
Year 5	BasicLicense	Basic License Bundle	2	\$390.00	\$0.00	\$390.00
Year 5	H00001	AB4 Camera Bundle	3	\$169.80	\$0.00	\$169.80
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	1	\$507.00	\$0.00	\$507.00
Year 5	T10Cert	TASER 10 Certification Bundle	3	\$2,593.39	\$0.00	\$2,593.39
<b>Total</b>				<b>\$5,025.04</b>	<b>\$0.00</b>	<b>\$5,025.04</b>

**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.**

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## 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](http://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](http://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(s) originated via Quote(s): Q-317367

Agency is terminating those contracts effective 02/29/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$976.64) to the quote for paid but undelivered items.

Signature

Date Signed

12/19/2023



# COMMISSIONERS COURT AGENDA REQUEST

3.1

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

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

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

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

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

**Please fill out this form completely:**

DATE: December 13, 2023 SUPPORTING DOCUMENT(S) ATTACHED? ( Y / N )

NAME: Commissioner Randy Stinson

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

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACED ON AGENDA: December 26, 2023

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

Approve reclassification of Heavy Equipment Operator position #3601-730-005 to Assistant Foreman. No change in funding/budget is required to support this change.

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

# COMMISSIONERS COURT AGENDA REQUEST

3.2

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

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

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

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

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

**Please fill out this form completely:**

DATE: December 20, 2023

NAME: Sheriff Brad Norman *BN*

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

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2023

DESCRIPTION OF AGENDA REQUEST: Request court approve reclassification for current position PT Civilian Coordinator - \$32,118 and change to Deputy PT 20/Week - \$32,992.

No additional funds required.

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

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



411 N. Gibson Street, Waxahachie, TX 75165 P (972) 923-4631 F (972) 923-4759 www.wisd.org

3,3

December 11, 2023

Hon. Todd Little  
Ellis County Judge  
Ellis County Courthouse  
101 W. Main Street  
Waxahachie, Texas 75165

RE: Staging Area / Construction Material Storage Agreement  
Ellis County Justice of the Peace, Pct. 2 - West U.S. 287 Business

Dear Hon. Todd Little,

Waxahachie ISD is aware of Ellis County's plans to construct and maintain a courts building for the Ellis County Justice of the Peace, Pct. 2, on the property it purchased from the district in 2021 on West U.S. 287 Business. We understand the work is anticipated to commence soon. To facilitate the work, you have expressed a desire to lease a portion of real property owned by Waxahachie ISD adjacent to Ellis County's property as depicted within the attached depiction of the proposed staging area, for the temporary storage of construction materials during the duration of the construction project which is anticipated to last no longer than nine months.

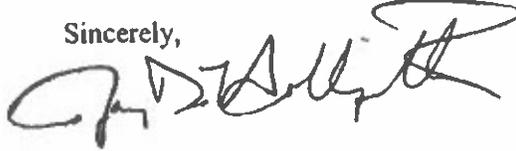
Waxahachie ISD agrees to provide Ellis County a temporary lease of the depicted property at no monetary cost for a staging area to support the construction project, subject to the following terms:

- The proposed staging area will be fenced for safety and kept in an orderly and organized state, free from trash.
- Ellis County will provide opportunities for Waxahachie ISD students to conduct educational walkthroughs with the construction project team.
- The property will be restored to pre-leased condition at the end of Ellis County's, use, which is anticipated to last no longer than nine months.
- Ellis County will bear all liability and responsibility for any injury, theft or loss of goods staged on Waxahachie ISD's property.
- Ellis County will provide adequate certificate of insurance naming Waxahachie ISD as certificate holder for the proposed staging area.

---

If this Agreement is acceptable, please sign in the space below.

Sincerely,



Dr. Jerry D. Hollingsworth  
Superintendent of Schools

Acceptance of Agreement by Ellis County

---

Hon. Todd Little  
Ellis County Judge

---

Date

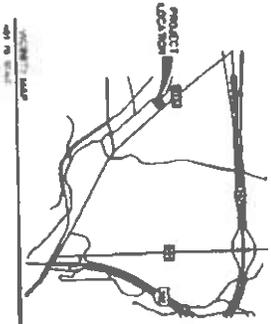
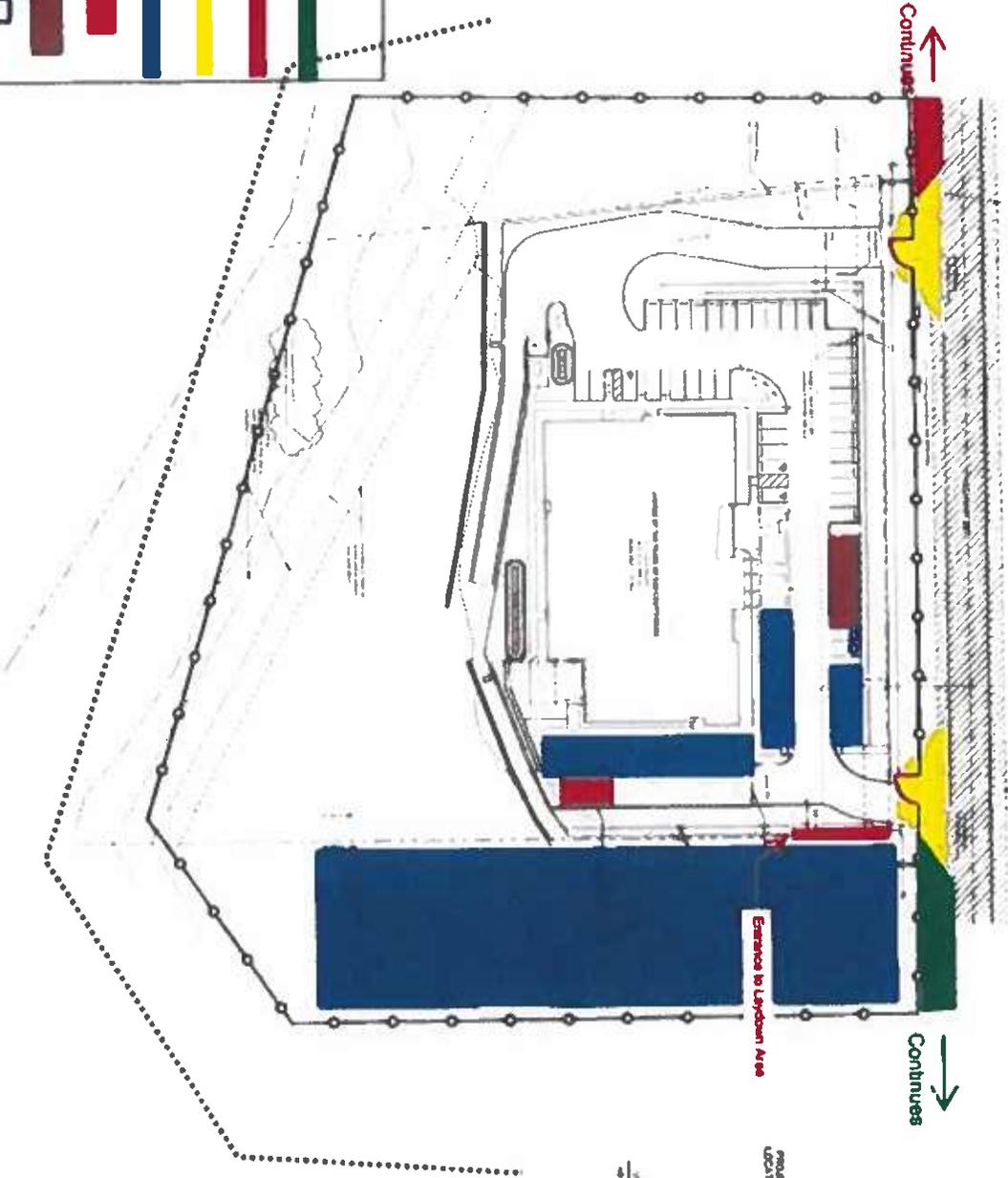
**Depiction of Staging Area on Next Page**



# Ellis County Courthouse Precinct #2 Preliminary Logistics Plan



Legend	
Acceleration Lane	Green bar
Deceleration Lane	Red bar
Rock Entrance	Yellow bar
Lay Down / Parking	Blue bar
Construction Waste	Red bar
McGough Trailer	Brown rectangle
Temporary Toilets	Small square icon
Fencing / Silt Fence	Line with circles icon
Silt Sock Barrier	Dotted line icon



# COMMISSIONERS COURT AGENDA REQUEST

3.4

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

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

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

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

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

**Please fill out this form completely:**

DATE: December 20, 2023

NAME: Sheriff Brad Norman *BN*

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

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX

PREFERRED DATE TO BE PLACED ON AGENDA: December 27, 2023

DESCRIPTION OF AGENDA REQUEST: Request court approve Windows 375 renewal bc funded with ARPA funds. Invoice total for 12/1/2023-11/30/2024 due \$120,736.00.

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

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

**Debra Brown**

---

**From:** Staci Parr <staci.parr@co.ellis.tx.us>  
**Sent:** Tuesday, December 19, 2023 6:33 AM  
**To:** Debra Brown  
**Subject:** Re: ARPA funds

I apologize.  
I'm trying to get caught up from being out on Friday.

Yes, please submit an agenda request.

Make sure it specifies the amount, that arpa funds are being requested, what it is, and what it's for.

Staci

Get [Outlook for iOS](#)

---

**From:** Debra Brown <debra.brown@elliscounty.texas.gov>  
**Sent:** Monday, December 18, 2023 9:10:03 AM  
**To:** Staci Parr <staci.parr@co.ellis.tx.us>  
**Subject:** RE: ARPA funds

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

Did you get an answer from Ryan? If it needs to go back to court we have to get the request in by this Wednesday.

*Debra Brown*

Admin Assistant  
Ellis County Sheriff's Office  
972-825-4972

**From:** Staci Parr <staci.parr@co.ellis.tx.us>  
**Sent:** Thursday, December 14, 2023 8:10 AM  
**To:** Debra Brown <debra.brown@elliscounty.texas.gov>  
**Subject:** RE: ARPA funds

I believe it is going to have to go back to court.

As soon as Ryan is off of the phone, I'm going to confirm.

Staci

Staci Parr, CGFO  
First Assistant County Auditor  
The Historic Courthouse  
101 W. Main Street, Ste. 302  
Waxahachie, Texas 75165  
Phone: 972.825.5123  
Fax: 972.825.5124  
Email: [staci.parr@co.ellis.tx.us](mailto:staci.parr@co.ellis.tx.us)

**From:** Debra Brown <[debra.brown@elliscounty.texas.gov](mailto:debra.brown@elliscounty.texas.gov)>

**Sent:** Wednesday, December 13, 2023 11:16 AM

**To:** Staci Parr <[staci.parr@co.ellis.tx.us](mailto:staci.parr@co.ellis.tx.us)>

**Subject:** ARPA funds

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

Any word on the ARPA funds to pay the Windows 365 invoice?

*Debra Brown*

Admin Assistant

Ellis County Sheriff's Office

972-825-4972



Pricing Proposal  
 Quotation #: 23360532  
 Reference #: EA# 8972734  
 Created On: 4/18/2023  
 Valid Until: 11/30/2023

**TX-County of Ellis**

**Microsoft Inside Account Manager**

**Jocelyn King**  
 109 S Jackson St  
 Attn: Accounts Payable  
 Waxahachie, TX 75165-3745  
 United States  
 Phone: (972) 825-5114  
 Fax:  
 Email: jocelyn.king@co.ellis.tx.us

~~001-0010-50~~ \_\_\_\_\_  
 Approved By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Shaina Walker**  
 290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 732-868-6191  
 Fax:  
 Email: Shaina\_Walker@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 3 of 3	283	\$392.00	\$110,936.00
2 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 3 of 3	25	\$392.00	\$9,800.00
		Subtotal	\$120,736.00
		Shipping	\$0.00
		Total	\$120,736.00

**Additional Comments**

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

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

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

# COMMISSIONERS COURT AGENDA REQUEST

3.6

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/17575/2023-2024-Commissioners-Court-Dates>). The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2<sup>nd</sup> floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

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

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

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

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

**Please fill out this form completely:**

DATE: December 18<sup>th</sup>, 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: December 27<sup>th</sup>, 2023

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

Discussion, consideration, and approval for the replacement of ten (10) Temptrol Air Handling Units, to include, related equipment & labor, at the Ellis County Jail in an amount not to exceed \$1,157,513 using Tipps Contract #23010401 & 23010402 with Texas Air Systems, LLC.

# QUOTATION



Date: 12/20/2023

To: Ellis County  
Attn: Purchasing  
By: Josh Atkinson

Project: Wayne McCollum Detention Center, Ellis County  
TIPS NON-JOC Contract: 23010401  
TIPS JOC Contract: 23010402

Owner Pre-Purchase Discount: 3%

## PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
TEMTROL Air Handler	10	AHU - 1 thru AHU -10	Included
ABB VFDs	10	AHU - 1 thru AHU -10	Included
Building Automation Controls	10	AHU - 1 thru AHU -10	Included
Electrical	10	AHU - 1 thru AHU -10	Included
Fire Life and Safety	10	AHU - 1 thru AHU -10	Included
Mechanical	10	AHU - 1 thru AHU -10	Included
TAB	10	AHU - 1 thru AHU -10	Included
		<b>TOTAL</b>	<b>\$1,157,513</b>

\*FOB Factory, Full Freight Allowed, Tax Not Included

\*Upon initial release of equipment, we require 10% payment within 30 days for engineering services and submittals. Remainder of project will be per our standard terms and conditions.

## Temtrol Outdoor Air Handling Units

**TAG: SERVING RTUS 1 THRU 10**

*Temtrol*, horizontal, outdoor air-handling units, designed for 460V/3Ph/60HZ power and complete as follows:

- Double wall construction with 16-gauge panels
- 16-gauge galvanized steel double wall floor construction
- 6" tubular steel base rail
- Return Air section.
- Inlet filter section with flat, 3" thick, 30% efficient filters
- Electric Coil section and chilled water-cooling coil section
- Stainless steel sloped drain pan
- Supply fan section with airfoil fan mounted on deflection spring isolators.
- Premium efficiency, inverter duty, ODP motor with 1.5 service factor drives.
- Variable frequency drive – **Field mounted & wired by others.**
- Start-up supervision

## ABB Variable Frequency Drives

**TAG: SERVING RTUS 1 THRU 10**

Ten (10) *ABB* Model **ACH580** variable frequency drives designed for 460V/3Ph/60HZ power and complete as follows:

- Microprocessor based Pulse Width Modulated (PWM) adjustable speed AC drive.
- IGBT power switching technology
- NEMA-1 rated enclosure for indoor mounting and use only.
- Full graphic multifunction control panel with LCD display in plain English

- (2) programmable analog inputs / (2) programmable analog outputs
- (6) programmable digital inputs / (3) programmable relay outputs
- 5% input line impedance for harmonic mitigation
- Main input circuit-breaker – 100kAIC rated.
- Integral Johnson Controls N2, Siemens FLN, Modbus & BACnet protocol
- Thirty (30) month parts and labor warranty
- Start up by Texas AirSystems

Notes:

1. Drives are designed for indoor use, enclosed in a NEMA-1 enclosure, field mounted and wired by others. Drives are not fully IEEE519 compliant as IEEE519 requires a full system harmonic study to be 100% compliant. ABB does, however, provide a free electrical study for IEEE519 compliance if requested. The ACH580 meets most if not ALL IEEE519 applications without active harmonic filtering.
2. Active harmonic filtering or mitigation is not included.
3. Bypass of any kind is NOT included.
4. Motor heater powering and control thereof, surge protection not already covered in standard drive options (i.e., extra MOV's) and lightning arrestors are not included and are by others.
5. Drives come with Johnson Controls N2, Siemens Building Technologies FLN (P1), Modbus & BACnet communications built in. LON is NOT included.

## Building Automation Controls

- Expansion of Existing Building Automation System – Reliable Controls
- Reliable Control front-end user interface graphics with floorplans, equipment graphics, and scheduling tool Setup of trend logs for all inputs and setup of runtime logs
- Training per specifications
- Custom User Interface Graphics to match county standards.

### New CHW VAV AHUs w/ Electric Heat (10)

- All required control cable and installation
- Control of supply fan
- Control of supply fan speed
- Monitoring of fan status via current switch
- Discharge air temperature
- Mixed air temperature
- Supply air static pressure
- High static cutout status
- Freeze stat
- Chilled water valve and actuator
- SCR electric heat control
- Outside air damper control.
- Return air damper control.
- Return air damper control.

## Electrical

- -Disconnect and reconnect (10) roof top units.
- -Install Junction Box in A/C units to reroute existing electrical circuit on each unit.
- -Install conduit (seal tight) from Junction Box and wiring from new Junction Box to new power connections.
- -Remove and reinstall existing lighting protection clamps to A/C units.

## Fire, Life and Safety

- Enable and Disable duct detectors for 10 HVAC units located on the Simplex Side Roof.

- Replace one (1) WP box housing for duct detector which has been damaged.
- Test each duct detector for shutdowns after new AC units are installed.

## Mechanical

- Field verifies proposed owner provided air handler footprints with existing unit footprint.
- Receive ten (10) owner provided air handlers at local crane yard.
- Mobilize pipefitter to crane yard and provide following scope:
  - Provide and install ten (10) auto flow valves (no balancing required).
  - Provide and install ten (10) PT test plugs.
  - Provide and install ten (10) manual air vents.
  - Provide and install ten (10) blowdown/drain valves.
  - Provide and install ten (10) JCI control valves.
  - Pipe unit and stub out connections to receive existing pipe.
- Budget includes ten (10) mobilizations to limit facility downtime.
- Demo existing electrical, duct, pipe, insulation, and heat trace for disconnect reconnect.
- Rig and hoist existing unit to trailer below and replace with owner provided air handler unit.
- Reconnect/install electrical to new air handler and verify voltage.
- Provide and install new duct transitions to AHU.
- Provide and install piping from stub-outs to existing piping.
- Provide and install duct board with aluminum jacketing to match existing.
- Provide and install new heat trace cable spliced into existing for new piping.
- Provide and install chilled water insulation with aluminum jacketing to match existing.

## Testing and Balancing

- Testing and balancing specific to the 10 new AHUs only.

## Clarifications and Exclusions:

- This proposal includes a 1-year warranty.
- This proposal excludes any work not mentioned in the above scope.
- Sales tax, State tax, Federal Tax, bonds, and permits not included.
- Texas AirSystems will be installing new equipment and systems into existing systems; it is the assumption that the existing systems are fully functional. If any of the items, such as controls or control devices are not properly functional a quote will be provided to the owner at time of the discovery.
- Unseen or Unknow conditions, including the replacement of equipment, materials, or associated labor.
- All work to be done during regular hours.
- Cutting, patching, repairing, or removing any walls or ceilings including ceiling tiles, ceiling grid and partition(s) other specified.
- Painting and/or cleaning of pipe
- Conduit and junction boxes (not provide in the above scope)
- Providing phone Lines for Dialer
- Providing 110 volt for Fire Alarm Control Panels and Power Supplies
- Providing access panels or installing any hatches or access points as may be required.
- Provide supervision and project management to oversee scope and execute per owner requirements.
- Street closures included.

## GENERAL QUOTATION NOTES:

1. All warranties are Parts Only and do not include labor unless specifically stated above.
2. Unloading, rigging, installation, wiring & piping are not included and should be by others.
3. Controllers, Thermostats, Timers, Sensors & Hose Kits are installed by others
4. Price includes standard ground freight shipment

5. **Commissioning Time is Not Included** in this quote. **Demonstration of equipment performance unless specifically stated above is not included and will be a billable ADD if requested.**

-This quotation is subject to change without notice and void after 30 days.  
-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 standard warranty, parts only, is for 12 months  
-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.  
**Manufacturer Price Increases:** Due to pricing instability, it is important that equipment is priced, released, and delivered in a timely manner. Concerning awarded jobs, proposal pricing is valid for 30 days from the date of award notification. If equipment is not released for build within 30 days after award notification, all manufacturer price increases will be passed along to the purchaser. Texas AirSystems will work to provide price increase notification to protect our customers from increases whenever possible.

3,7

**AMENDMENT TO PURCHASE AND SALE AGREEMENT**

THIS AMENDMENT TO REAL ESTATE SALE CONTRACT (this “**Amendment**”) is entered into this 12<sup>th</sup> of December, 2023 (the “**Effective Date**”), by Ellis County, Texas (“**Buyer**”), and Acker23 LLC, Guermi Investments LLC, and KLH Corporation. (“**Sellers**”).

1. Contract. Buyer and Winpointe Investments LLC entered into that certain Purchase and Sale Agreement dated July 25, 2023, for real property and other assets generally known as the former First Baptist Church Campus, minus the portion currently owned by Buyer, along McMillian Street, North Rogers Street, and North Monroe Street in Waxahachie, Ellis County, Texas (the “**Contract**”). Pursuant to the Assignment of Contract executed by Sellers and Winpointe Investments LLC, Winpointe Investments LLC assigned its interest as seller under the Contract to Acker23 LLC, Guermi Investments LLC, and KLH Corporation. Pursuant to the Contract, Buyer extended the Closing (as defined in the contract) to December 22, 2023, and Seller has the right to extend the Closing to February 20, 2024.

2. Amendment. The Parties hereby agree to extend the Closing to the earlier of March 15, 2024, or 10 days after Sellers complete all demolition and clean up obligations pursuant to Section 4.04.(a) of the Contract (“**Obligations**”).

3. Buyer Recourse. The Parties agree that if the Obligations are not completed by March 15, 2024, Buyer may then elect to close on the Property and receive credit against the Purchase Price (as defined in the contract) for the cost to complete the Obligations, if known, or if unknown, an amount reasonably believed necessary to complete the Obligations plus twenty-five percent (25%) will be escrowed with the Buyer’s attorney and used exclusively to complete the Obligations and any funds remaining after the Obligations are completed will be remitted to Sellers.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**SELLERS:**

**Acker23 LLC, by:**

\_\_\_\_\_  
Chris Acker, Manager

**Guermi Investments LLC, by:**

\_\_\_\_\_  
Naddy Guermi, Manager

**KLH Corporation, by:**

\_\_\_\_\_  
Khalidoun Takieddin, Director

**BUYER:**

**Ellis County, Texas, by:**

\_\_\_\_\_  
Hon. Todd Little, County Judge

Attest:

\_\_\_\_\_  
Hon. Krystal Valdez, County Clerk

# COMMISSIONERS COURT AGENDA REQUEST

3.8

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

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

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

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

**Please fill out this form completely:**

DATE: 12/20/2023 SUPPORTING DOCUMENT(S) ATTACHED? ( NO )

NAME: Ted Kantor

PHONE: 972-825-5112 FAX: \_\_\_\_\_

DEPARTMENT OR ASSOCIATION: Engineering

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

PREFERRED DATE TO BE PLACED ON AGENDA: 12/27/2023

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

- Discuss for action Advanced Funding Agreement and Resolution to enter into an agreement with TxDOT for the replacement of National Bridge Inventory Structure 18-071-AA02-91-002 (bridge on Lowell Road over Mill Creek) with no equivalent matching cost.

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

RESOLUTION

The State of Texas  
County of Ellis

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Ellis County, hereinafter referred to as the Local Government owns the bridge located at Lowell Road over Mill Creek, National Bridge Inventory (NBI) Structure Number 18-071-0-AA02-91-002, State Control-Section-Job (CSJ) Number 0918-22-171; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116522, dated August 161, 2023; and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0918-22-171; and

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The County Judge is authorized to execute the agreement on behalf of the Local Government.

Approved this the 27th day of December, 2023.

Approved: \_\_\_\_\_

Todd Little  
Ellis County Judge

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

TxDOT:				NBI Structure #	18-071-0-AA02-91-002
CCSJ #		AFA ID	Z00008769	Federal Highway Administration:	
AFA CSJs	0918-22-171			CFDA No.	20.205
District #	18	Code Chart 64#	50071	CFDA Title	Highway Planning and Construction
Project Name	Lowell Rd at Mill Creek			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and **Ellis County**, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **Lowell Road at Mill Creek**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116522**, dated August 16, 2023; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

TxDOT:				NBI Structure #	18-071-0-AA02-91-002
CCSJ #		AFA ID	Z00008769	Federal Highway Administration:	
AFA CSJs	0918-22-171			CFDA No.	20.205
District #	18	Code Chart 64#	50071	CFDA Title	Highway Planning and Construction
Project Name	Lowell Rd at Mill Creek			<i>AFA Not Used For Research &amp; Development</i>	

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

TxDOT:				NBI Structure #	18-071-0-AA02-91-002
CCSJ #		AFA ID	Z00008769	Federal Highway Administration:	
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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

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establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost

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resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG

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above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Judge  
Ellis County  
101 W. Main Street  
Waxahachie, Texas 75165

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

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access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

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*discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**27. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

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certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

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### 31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

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Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Todd Little

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Ellis County Judge

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date

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## ATTACHMENT A PROJECT LOCATION MAP



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**ATTACHMENT B \*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A				
<b>Total</b>				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

\*\*This attachment not applicable for non-PWPs.

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## ATTACHMENT C ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$33,441</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$682,474</u>	
Engineering and Contingency (E&C)	<u>\$84,626</u>	
The Sum of Construction and E&C	<u>(2) \$767,100</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
<b>Total Project Direct Cost</b>	<b><u>(1+2) \$800,541</u></b>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B.                     \$0

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**ATTACHMENT D  
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

DRAFT

**Court Agenda**

Discussion, consideration, and action on the appointment of an employee to serve as the Ellis County Director of Human Resources.

**Executive Agenda**

Pursuant to Local Government Code 551.074, deliberation of the appointment, employment, evaluation, and duties of the Ellis County Human Resources Director candidates.

Thank you,

Theresa Taylor  
Human Resources